

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

Second Amendment

THIS SECOND (“Amendment”) is made as of August 27th, 2024, in San Francisco, California, by and between **San Francisco AIDS Foundation, 1035 Market Street, San Francisco, CA 94103** (“Contractor”), and the City and County of San Francisco, a municipal corporation (“City”), acting by and through its Director of the Office of Contract Administration.

Recitals

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

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

WHEREAS, Contractor was competitively selected pursuant to Request for Proposals issued through RFP 26-2016 and RFP 8-2017 and this Amendment is consistent with the terms of the RFP and the awarded Contract; and

WHEREAS, this Contract is deemed exempt from Chapter 14B of the San Francisco Administrative Code due to Federal Funds/State Funds being used in the funding mix for this contract and, as such, there is no Local Business Enterprise (“LBE”) subcontracting participation requirement for this Agreement; and

WHEREAS, this Amendment is consistent with an approval obtained on 2/5/2024 from the Department of Human Resources on behalf of the Civil Service Commission under PSC number 40587-17/18 which authorizes the award of multiple agreements, the total value of which cannot exceed \$438,051,200 and the individual duration of which cannot exceed 12 years; and

WHEREAS, this Amendment is consistent with an approval obtained on 4/12/2024 from the Department of Human Resources on behalf of the Civil Service Commission under PSC number 48652-16/17 which authorizes the award of multiple agreements, the total value of which cannot exceed \$367,880,000 and the individual duration of which cannot exceed 10 years; and

WHEREAS, this Amendment is consistent with an approval obtained from the City’s Board of Supervisors under XXXX approved on XXXX in the amount of XXX for the period commencing and ending XXX; and

WHEREAS, the Department has filed Ethics Form 126f4 (Notification of Contract Approval) because this Agreement, as amended herein, has a value of \$100,000 or more in a fiscal year and will require the approval of the Board of Supervisors; and

Now, THEREFORE, the parties agree as follows:

Article 1 Definitions

The following definitions shall apply to this Amendment:

1.1 **Agreement.** The term “Agreement” shall mean the Agreement dated July 1, 2018, between Contractor and City, as amended by the:

First Amendment dated June 1, 2022

1.2 **San Francisco Labor and Employment Code.** As of January 4, 2024, San Francisco Administrative Code Chapters 21C (Miscellaneous Prevailing Wage Requirements), 12B (Nondiscrimination in Contracts), 12C (Nondiscrimination in Property Contracts), 12K (Salary History), 12P (Minimum Compensation), 12Q (Health Care Accountability), 12T (City Contractor/Subcontractor

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

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

Article 2 Modifications of Scope to the Agreement

The Agreement is hereby modified as follows:

2.1 **Term of the Agreement.** Article 2 Term of the Agreement of the First Amendment currently reads as follows:

2.1 The term of this Agreement shall commence on July 1, 2018, and expire on 12/31/2024, unless earlier terminated as otherwise provided herein.

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

2.1 The term of this Agreement shall commence on July 1, 2018, and expire on 06/30/2028, unless earlier terminated as otherwise provided herein.

2.2 **Compensation.** Section 3.3 Payment of the First Amendment currently reads as follows:

3.1 **Payment.** Contractor shall provide an invoice to the City on a monthly basis for Services completed in the immediate preceding month, unless a different schedule is set out in Appendix B, "Calculation of Charges." Compensation shall be made for Services identified in the invoice that the Director of Health, in his or her sole discretion, concludes has been satisfactorily performed. Payment shall be made within 30 calendar days of receipt of the invoice, unless the City notifies the Contractor that a dispute as to the invoice exists. In no event shall the amount of this Agreement exceed **Nine Million Six Hundred Seventy Thousand Four Hundred Ninety-Five Dollars (\$9,670,495)**. 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:

3.3 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 **Nineteen Million Six Hundred Thirty-Five Thousand Six Hundred Ninety Five Dollars (\$19,635,695)**. 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 Appendices A, A-1, A-2, A-3, A-4. Appendices A, A-1, A-2, A-3, A-4 are hereby replaced in its entirety by Appendices A, A-1, A-2, A-3, A-4, attached to this Amendment and fully incorporated within the Agreement.

2.8 Appendix B, B-1, B-2, B-3, B-4. Appendices B, B-1, B-2, B-3, B-4 are hereby replaced in its entirety by Appendices B, B-1, B-2, B-3, B-4, attached to this Amendment and fully incorporated within the Agreement.

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

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

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

Article 3 Updates of Standard Terms to the Agreement

The Agreement is hereby modified as follows:

3.1 Section 4.2 Qualified Personnel. *Section 4.2 of the Agreement is replaced in its entirety to read as follows:*

4.2 Qualified Personnel. Contractor represents and warrants that it is qualified to perform the Services required by City, and that all Services will be performed by competent personnel with the degree of skill and care required by current and sound professional procedures and practices. Contractor will comply with City's reasonable requests regarding assignment and/or removal of personnel, but all personnel, including those assigned at City's request, must be supervised by Contractor. Contractor shall commit sufficient resources for timely completion within the project schedule.

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

10.15 Nonprofit Contractor Requirements.

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

10.15.2 Public Access to Nonprofit Records and Meetings. If Contractor is a nonprofit organization; provides Services that do not include services or benefits to City employees (and/or to their family members, dependents, or their other designated beneficiaries); and receives a cumulative total per year of at least \$250,000 in City funds or City-administered funds, Contractor must comply with the City’s Public Access to Nonprofit Records and Meetings requirements, as set forth in Chapter 12L of the San Francisco Administrative Code, including the remedies provided therein.

3.4 **Section 12.6 Prevention of Fraud, Waste and Abuse.** *The following section is hereby added and incorporated in Article 12 of the Agreement:*

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

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

13.1 Nondisclosure of Private, Proprietary or Confidential Information.

13.1.1 Protection of Private Information. If this Agreement requires City to disclose “Private Information” to Contractor within the meaning of San Francisco Administrative Code Chapter 12M, Contractor and subcontractor shall use such information only in accordance with the restrictions stated in Chapter 12M and in this Agreement and only as necessary in performing the Services. Contractor is subject to the enforcement and penalty provisions in Chapter 12M.

13.1.2 City Data; Confidential Information. In the performance of Services, Contractor may have access to, or collect on City’s behalf, City Data, which may include proprietary or Confidential Information that if disclosed to third parties may damage City. If City discloses proprietary or Confidential Information to Contractor, or Contractor collects such information on City’s behalf, such information must be held by Contractor in confidence and used only in performing the Agreement. Contractor shall exercise the same standard of care to protect such information as a reasonably prudent contractor would use to protect its own proprietary or Confidential Information.

13.2 Reserved. (Payment Card Industry (“PCI”) Requirements)

13.3 Business Associate Agreement. The parties acknowledge that City is a Covered Entity as defined in the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and is required to comply with the HIPAA Privacy Rule governing the access, use, disclosure, transmission, and

storage of protected health information (PHI) and the Security Rule under the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (“the HITECH Act”).

The parties acknowledge that CONTRACTOR will:

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

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

- a. **Appendix E** SFDPH Business Associate Agreement (BAA) (1-10-2024)
 1. SFDPH Attachment 1 Privacy Attestation (06-07-2017)
 2. SFDPH Attachment 2 Data Security Attestation (06-07-2017)
 3. SFDPH Attachment 3 Protected Information Destruction Order Purge Certification (01-10-2024)

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

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

13.4 Management of City Data.

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

to use City Data solely for performing its obligations under the Agreement and not for Contractor's own purposes or later use. Nothing herein shall be construed to confer any license or right to City Data, by implication, estoppel or otherwise, under copyright or other intellectual property rights, to any third-party. Unauthorized use of City Data by Contractor, subcontractors or other third-parties is prohibited. For purpose of this requirement, the phrase "unauthorized use" means the data mining or processing of data, stored or transmitted by the service, for commercial purposes, advertising or advertising-related purposes, or for any purpose other than security or service delivery analysis that is not explicitly authorized.

13.4.2 Disposition of City Data. Upon request of City or termination or expiration of this Agreement, Contractor shall promptly, but in no event later than thirty (30) calendar days, return all City Data given to, or collected or created by Contractor on City's behalf, which includes all original media. Once Contractor has received written confirmation from City that City Data has been successfully transferred to City, Contractor shall within ten (10) business days clear or purge all City Data from its servers, any hosted environment Contractor has used in performance of this Agreement, including its subcontractor's environment(s), work stations that were used to process the data or for production of the data, and any other work files stored by Contractor in whatever medium. Contractor shall provide City with written certification that such purge occurred within five (5) business days of the purge. Secure disposal shall be accomplished by "clearing," "purging" or "physical destruction," in accordance with National Institute of Standards and Technology (NIST) Special Publication 800-88 or most current industry standard.

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

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

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

Article 4 Effective Date

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

Article 5 Legal Effect

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

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

CITY

Recommended by:

Grant Colfax, MD
Director of Health
Department of Public Health

Approved as to Form:

David Chiu
City Attorney

By: _____
Arnulfo Medina
Deputy City Attorney

Approved:

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

By: _____

Name: _____

CONTRACTOR

San Francisco AIDS Foundation

Signed by:

10/15/2024 | 11:43 AM PDT
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Tyler Termeer
Chief Executive Officer
1035 Market Street, Suite 400
San Francisco, CA 94103

City Supplier ID: 0000011638

Appendix A
Scope of Services – DPH Behavioral Health Services

1. Terms

A. Contract Administrator:

In performing the Services hereunder, Contractor shall report to **James Stroh**, Program Manager, 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.

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. 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, Medicare 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, but will be settled during the provider's settlement process.

M. DPH Behavioral Health Services (BHS) Electronic Health Records (EHR) System

Treatment Service Providers use the BHS Electronic Health Records System and follow data reporting procedures set forth by SFDPH Information Technology (IT), BHS Quality Management and BHS Program Administration.

N. Patients' Rights:

All applicable Patients' Rights laws and procedures shall be implemented.

O. 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.

P. Quality Improvement:

CONTRACTOR agrees to develop and implement a Quality Improvement 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 Improvement Plan.

Q. Working Trial Balance with Year-End Cost Report

If CONTRACTOR is a Non-Hospital Provider as defined in the State of California Department of Mental Health Cost Reporting Data Collection Manual, it agrees to submit a working trial balance with the year-end cost report.

R. Harm Reduction

The program has a written internal Harm Reduction Policy that includes the guiding principles per Resolution # 10-00 810611 of the San Francisco Department of Public Health Commission.

S. Compliance with Behavioral Health Services Policies and Procedures

In the provision of SERVICES under BHS contracts, CONTRACTOR shall follow all applicable policies and procedures established for contractors by BHS, as applicable, and shall keep itself duly informed of such policies. Lack of knowledge of such policies and procedures shall not be an allowable reason for noncompliance.

T. Fire Clearance

Space owned, leased or operated by San Francisco Department of Public Health providers, including satellite sites, and used by CLIENTS or STAFF shall meet local fire codes. Providers shall undergo of fire safety inspections at least every three (3) years and documentation of fire safety, or corrections of any deficiencies, shall be made available to reviewers upon request.”

U. Clinics to Remain Open:

Outpatient clinics are part of the San Francisco Department of Public Health Community Behavioral Health Services (CBHS) Mental Health Services public safety net; as such, these clinics are to remain open to referrals from the CBHS Behavioral Health Access Center (BHAC) to individuals requesting services from the clinic directly, and to individuals being referred from institutional care. Clinics serving children, including comprehensive clinics, shall remain open to referrals from the 3632 unit and the Foster Care unit. Remaining open shall be in force for the duration of this Agreement. Payment for SERVICES provided under this Agreement may be withheld if an outpatient clinic does not remain open.

Remaining open shall include offering individuals being referred or requesting SERVICES appointments within 24-48 hours (1-2 working days) for the purpose of assessment and disposition/treatment planning, and for arranging appropriate dispositions.

In the event that the CONTRACTOR, following completion of an assessment, determines that it cannot provide treatment to a client meeting medical necessity criteria, CONTRACTOR shall be responsible for the client until CONTRACTOR is able to secure appropriate services for the client.

CONTRACTOR acknowledges its understanding that failure to provide SERVICES in full as specified in Appendix A of this Agreement may result in immediate or future disallowance of payment for such SERVICES, in full or in part, and may also result in CONTRACTOR'S default or in termination of this Agreement.

V. Compliance with Grant Award Notices:

Contractor recognizes that funding for this Agreement may be provided to the City through federal, State or private grant funds. 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.

The detailed description of services is listed below and are attached hereto:

Appendix A-1 Stonewall Project—Substance Abuse Disorder Services

Appendix A-2 Stonewall Project—Positive Reinforcement Opportunity Project (PROP)

Appendix A-3 Stonewall Project—Mental Health Services

Appendix A-4 Stonewall Project- Prop 4 All

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.

Contractor: San Francisco AIDS Foundation	Appendix A-1
Fiscal Year: 2024-2025	Funding Term: 07/01/24 - 06/30/25
Contract ID 1000011493	Funding Source: see Appendix B Budget

1. SFAF - Stonewall Project – Substance Abuse Services

940 Howard Street, San Francisco, CA 94103, San Francisco, CA 94103 (415) 487-3100
 Contact Person: William Kyle Temple, LCSW, Sr. Director Stonewall (415) 437-3416

Program Code(s): 89051

2. Contract Type:

Original Contract Amendment RPB#1

3. Goal Statement:

The program’s goal is to reduce the harm caused by methamphetamine use and other substance use among the target population by implementing the interventions described below.

4. Target Population:

San Francisco AIDS Foundation (SFAF) serves all ethnicities and populations, with a focused expertise to address the unique needs of individuals who are residents of San Francisco and use methamphetamine and/or other substances, including those who inject drugs and those who ingest them by any other means, e.g., snorting, smoking, drinking, etc. This target population includes both men who identify as gay or bisexual and those men who have sex with other men but do not necessarily identify as gay or bisexual (G/MSM). This target population includes transgender and nonbinary individuals who have sex with men (TGNB). This target population includes participants of all ages, races, ethnicities, sexual and gender identities, religions or spiritualities, socioeconomic classes, partner statuses, and physical and mental disabilities. Many participants are of low or fixed income and are uninsured or underinsured. Many of the target population are dually and triply diagnosed with concomitant mental and physical health problems (primarily HIV and hepatitis C) in addition to their difficulties with addictive behaviors. G/MSM and TGNB who use methamphetamine have one of the highest rates of HIV infection in the City.

5. Methodology:

A. Outreach, recruitment, promotion, and advertisement

The Stonewall Project provides a variety of outreach and early engagement services including, but not limited to the following: information, education, and referral both in-person; over the telephone and; information, education, and referral in daily drop-in services; community education through speaking engagements, consultations, and trainings with other agencies and organizations; and outreach. The Stonewall Project

Contractor: San Francisco AIDS Foundation	Appendix A-1
Fiscal Year: 2024-2025	Funding Term: 07/01/24 - 06/30/25
Contract ID 1000011493	Funding Source: see Appendix B Budget

conducts extensive harm reduction education and outreach to target populations who use crystal meth and/or other substances, and as a result are at elevated risk of HIV transmission. Probably the most known product of these activities is the website, www.tweaker.org, but the activities include many real time activities as well as the online presence for which we are known. These activities generate many referrals to The Stonewall Project.

The Stonewall Project accepts self-referrals and referrals from community-based agencies that serve our target population. The program is particularly proud of the high number of self-referrals resulting from the recommendations of current or past participants. Stonewall also takes referrals from the Behavioral Health Access and the Treatment Access Programs as well as referrals from Drug Court and other criminal justice referrals. The SFGH psychiatric and medical emergency rooms are also sources of referrals. Participants are also recruited through outreach conducted by The Stonewall Project staff in other health, social service, and community settings that provide services to the lesbian, gay, bisexual, and transgender communities.

The Stonewall Project regularly provides community education in the form of presentations to community groups; other social service agencies in the community; and local schools, colleges, and universities. In these presentations, information about substance use, abuse and dependence, and different modes of treatment are presented. In addition, The Stonewall Project staff frequently consults with other substance abuse and mental health professionals in the community.

B. Admission, enrollment, intake criteria and process

The Stonewall Project is a low threshold harm reduction program that welcomes participants at all stages of readiness and does not require a commitment of abstinence to receive services. The goal of The Stonewall Project is to create a “safe space” where community members who use crystal meth and/or other substances can come to deal with whatever issues are of concern to them without any stipulations, conditions, or prerequisites. In doing so, the aim is to reduce the harm caused to them, their loved ones, and their communities by their drug use. As a harm reduction program for methamphetamine and other substance-using community, The Stonewall Project provides a full range of counseling services that integrate substance use, mental health, and HIV counseling from a participant-centered perspective. Each participant is evaluated individually with goals and objectives determined by the participant with the assistance of his counselor. Some participants wish to learn how to use crystal or other substances more safely; some want to learn how to reduce their use; others wish to cease using methamphetamine entirely but feel that their use of other substances is not problematic; and still others want to cease their use of all mind-altering substances.

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Each participant in The Stonewall Project receives: an intake assessment which includes the Addiction Severity Index (ASI) or the Adult Needs and Strengths Assessment (ANSA); a treatment plan/problem list developed by the participant with the assistance of his counselor; individual and group counseling sessions; collateral, couples, and/or family sessions as appropriate; case management as needed; individual crisis intervention as needed; and access to daily drop-in times.

The initial contact for most participants is either by telephone, email, or by dropping in. The project provides drop-in times five days a week (Monday through Friday) at 940 Howard Street for potential participants and enrolled participants who are unable to make regularly scheduled appointments. Regardless of the scheduled drop-in hours, Stonewall accommodates current and potential participants whenever they drop in whenever possible.

Once an initial connection is made and an individual is determined to be appropriate for the program, a potential participant is scheduled for an intake evaluation session. During this initial stage and throughout his participation in The Stonewall Project, a participant has immediate access to daily drop-in individual counseling and 15-20 weekly drop-in groups. After intake, the participant is scheduled for weekly individual counseling sessions with his primary counselor along with a minimum participation in two groups per week.

C. Service delivery model

The Stonewall Project offers groups that use cognitive-behavioral techniques to enable participants to attain healthier balanced lifestyles. Group counseling focuses on skills training including trigger identification, behavioral coping techniques for triggers, assertiveness training, communication skills, techniques for altering negative cognitions, affect regulation, stress reduction and relaxation training, relapse prevention techniques, and self-esteem enhancement. Through the behavioral techniques of contracting and self-monitoring, participants are aided in meeting their goals of changing their pattern of methamphetamine and/or other substance use. Referrals for psychiatric assessment and medication are available to participants as appropriate. Intensive case management services are available as appropriate. In addition, given the background of the ongoing HIV epidemic and the fact that participants, under the influence of methamphetamine, often engage in unprotected sexual activity, participants are assisted in developing and achieving goals for reducing HIV transmission risk.

Almost all participants are provided with individual counseling and case management along with group counseling. For some participants, individual counseling is needed as preparation for subsequent group counseling; for others, it is provided to deal with issues that cannot be comprehensively addressed in group. In some cases, participants who are inappropriate for group counseling are provided with individual counseling as the primary

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treatment modality. In all cases, participants are required to meet with their assigned individual counselor at least quarterly during their enrollment in the program to update and revise their course of treatment.

Throughout the program, it is emphasized that participants are welcome regardless of their use or non-use of meth or other substances, that failure to achieve their goals is neither a reason to drop out nor a reason for discharge. Participants who miss counseling sessions are contacted by their counselor to build the counseling alliance, problem-solve, and encourage return to their next session. For participants who are at risk of dropping out of the program, individual and group counseling (and, as needed, team meetings) address their concerns, assist with problem solving, and provide support. Participants whose attendance is low, are at risk of dropping out, or are at risk of relapse are discussed in weekly case reviews for suggestions from other staff.

The theoretical foundation that informs all of the counseling at The Stonewall Project is a combination of DiClemente and Prochaska’s *Stages of Behavior Change Model*, Marlatt and Gordon’s *Relapse Prevention*, and Miller and Rollnick’s *Motivational Interviewing*, and empirically-validated social learning and cognitive-behavioral techniques of encouraging and assisting behavior change such as the Matrix model for treating methamphetamine and cocaine dependence and *Seeking Safety*, a treatment protocol for individuals with both trauma and substance use issues. In both individual and group counseling, participants are assisted in determining what behaviors they wish to change and taught the necessary skills to achieve and maintain these changes. The Stonewall Project has developed a resource library for participant use that contains cognitive-behavioral exercises guiding participants through the Stages of Change.

The Stonewall Project’s primary focus is the relationship between the use of crystal meth and/or other substances, sexual behavior, and HIV and how these issues are intertwined with self-respect, self-acceptance, self-esteem, and other mental health concerns for target populations. This focus informs all activities at The Stonewall Project. Because treatment plans and goals and objectives are consumer-driven, each participant receives counseling tailored to their own issues as they derive from his unique position in Queer culture. Special consideration is given to a participant’s acceptance of their sexual orientation and the psychological ramifications of living in a sexist, heterosexist, and sex-negative society. Stonewall participants, regardless of their own HIV status, are all coping with the ongoing toll of the HIV epidemic. Teaching methods of coping with the ongoing anger, grief, and massive loss resulting from the HIV epidemic are an integral part of the counseling at Stonewall along with harm reduction counseling for HIV risk behaviors whether they are due to injection drug use or unsafe sexual practices.

For those participants who choose abstinence as their goal, individual and group counseling provide support for these goals. Although participation in Twelve-Step programs is suggested and encouraged for all Stonewall participants who find it useful, the

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Stonewall program is not based on the Twelve-Step philosophy. Those individuals who wish an exclusively Twelve-Step approach are assisted in finding a program elsewhere that better serves their needs.

All staff clinicians in The Stonewall Project have experience and training in mental health and HIV issues as well as substance use counseling and therefore can provide an integrated approach to the multiple concerns and needs of the participants. This is particularly important for methamphetamine users who commonly have persisting psychiatric symptoms long after they stop using methamphetamine. Services and staffing are designed to increase retention and progress of a participant population affected by complex health, psychiatric, social, and cultural issues. Public health services such as HIV and Hepatitis C testing and medical referrals assist participants in identifying and addressing their health needs and link participants with ongoing health care resources.

Many participants are in relationships and/or families in which substance use, abuse, and dependence, other mental health problems, and/or HIV disease, are issues for their partner or other family members. Because of this, The Stonewall Project also provides couples and family counseling for participants as is appropriate given an individual participant's issues and needs. Additionally, collateral individual counseling sessions with friends and/or family (chosen and/or family of origin) are often provided.

Participant satisfaction surveys are distributed semi-annually. The survey is given to each participant who visits the project during a two-week period scheduled every six months. It is emphasized that the survey is anonymous and is to help SFAF make the program better. Participants are instructed to complete the survey as honestly as possible. Customer service skills and respect for participants are important criterion in staff selection and performance evaluations. Program responsiveness to participant needs is maintained using staff supervision and training, staff meetings, informal participant feedback, and participant satisfaction surveys. Participants are encouraged to actively participate in making The Stonewall Project a supportive and safe place to deal with their issues.

For those participants who choose abstinence as their goal, the project components aimed at increasing satisfactory progress and successful completion also help maintain abstinence after completion. The project's length and emphasis on developing a sustaining support system (whether it be Crystal Meth Anonymous, friends/family who support a crystal-free lifestyle, involvement in community activities, etc.) helps to ensure that participants sustain their progress after project completion.

The Stonewall Project's hours of operation are 9 a.m. – 8 p.m., Monday - Thursday, and 9am to 5pm Friday at the main site, the SFAF Services Center at 940 Howard Street. Stonewall staff also provide services at Strut in the Castro from 9 am to 8 pm Monday – Friday. A participant's individual counselor also serves as his case manager and advocate in assisting the participant in obtaining services from other programs within SFAF and other

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community service agencies and governmental programs. These include but are not limited to assistance with screening and treatment for HIV, STDs, and Hepatitis C, appropriate medical care, housing, food, vocational rehabilitation, entitlement programs, acupuncture, and other mental health and HIV services. Participants are frequently without any income, either homeless or at risk of becoming homeless, and case management services assist our participants in obtaining housing, benefits from General Assistance, Social Security, and other programs depending upon the participant's needs. Case management services are provided by all The Stonewall Project counselors. Intensive case management services are provided on an ongoing basis to all participants in need of such services.

D. Discharge planning and exit criteria and process

Participants in The Stonewall Project graduate from the program when they have successfully achieved the goals that they set for themselves in terms of substance use, HIV risk, and life functioning. Determining when a participant is ready to graduate is a collaborative process between the participant and the staff. Because of the complex multi-determined nature of substance misuse and dependence in this population, mental health and HIV goals often continue to be the focus for significant periods of time beyond successful achievement of substance use goals.

The intended length of stay for The Stonewall Project participants is 12 to 24 months. The program's experience is that this is minimal for G/MSM dealing with their use of methamphetamine and/or other substances to make and solidify significant behavior changes. Current research indicates that it may take that long or likely much longer for a person's brain chemistry to revert to its original state after significant use of methamphetamine and/or other substances. Average length of stay is much shorter given that many participants come and go from the program depending on the state of their methamphetamine and/or other substance use and their level of motivation.

The definition of satisfactory progress is an increase in effective functioning by participants whether they have reduced or eliminated their methamphetamine and/or other substance use. Accordingly, SFAF would deem a participant who has reduced the harmful consequences resulting from his drug use but is still using as having made satisfactory progress. The emphasis is on participants setting their own goals. Evaluations of success are based on the extent to which participants have achieved their own goals that may or may not include abstinence. The criterion for successful completion at The Stonewall Project is the achievement of the participant's own goals and objectives regarding methamphetamine and/or other substance use, HIV transmission risk behaviors, and effective life functioning.

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E. Program staffing

All staff clinicians in The Stonewall Project have experience and training in mental health and HIV issues as well as substance use counseling and therefore can provide an integrated approach to the multiple concerns and needs of the participants. Over one-half of Stonewall counselors are licensed mental health professionals, either LMFT or LCSW, and several of the remaining counselors are in the final phases of obtaining a license as a mental health professional, again either LMFT or LCSW. Other Stonewall counselors are certified substance use counselors and are certified through an eligible certifying body determined by the State of California Department of Health Care Services (DHCS).

6. Objectives and Measurements:

All objectives, and descriptions of how objectives will be measured, are contained in the BHS document entitled BHS Performance Objectives FY23-24.

7. Continuous Quality Improvement:

The San Francisco AIDS Foundation and the Stonewall Project comply with Health Commission, Local, State, Federal, and/or Funding Source policies, and requirements such as Harm Reduction, Health Insurance Portability and Accountability Act (HIPAA), Cultural Competency, and Client Satisfaction.

The Stonewall Project meets quarterly with the City program manager to evaluate progress toward meeting the continuous quality improvement, productivity, and service access objectives set forth in the *Quarterly Continuous Quality Improvement, Productivity, and Service Access Monitoring Plan Template*. Objectives are evaluated quarterly during the 12-month contract period.

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- 1. SFAF - Stonewall Project – Positive Reinforcement Opportunity Project (PROP)**
 940 Howard Street, San Francisco, CA 94103, San Francisco, CA 94103 (415) 487-3100
 Contact Person: William Kyle Temple, LCSW, Sr. Director Stonewall (415) 437-3416

Program Code(s): 89051

2. Contract Type:

- Original **Contract Amendment** RPB#1

3. Goal Statement:

The program’s goal is to reduce the harm caused by methamphetamine use and other substance use among the target population by implementing the interventions described below.

4. Target Population:

San Francisco AIDS Foundation (SFAF) serves all ethnicities and populations, with a focused expertise to address the unique needs of individuals who are residents of San Francisco and use methamphetamine and/or other substances, including those who inject drugs and those who ingest them by any other means, e.g., snorting, smoking, drinking, etc. This target population includes both men who identify as gay or bisexual and those men who have sex with other men but do not necessarily identify as gay or bisexual (G/MSM). This target population includes transgender and nonbinary individuals who have sex with men (TGNB). This target population includes participants of all ages, races, ethnicities, sexual and gender identities, religions or spiritualities, socioeconomic classes, partner statuses, and physical and mental disabilities. Many participants are of low or fixed income and are uninsured or underinsured. Many of the target population are dually and triply diagnosed with concomitant mental and physical health problems (primarily HIV and hepatitis C) in addition to their difficulties with addictive behaviors. G/MSM and TGNB who use methamphetamine have one of the highest rates of HIV infection in the City.

5. Methodology:

A. Outreach, recruitment, promotion, and advertisement

Outreach and promotion for PROP occurs both online and in real time. The website SFAF.org provides information about the program and how to access services. In addition, staff throughout all SFAF’s programs and services promote the project. Furthermore, the PROP Manager works with other organizations and agencies to promote the program and

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recruit participants.

B. Admission, enrollment, and/or intake criteria

G/MSM- and/or TGNB-identified community members who reside in San Francisco and who use methamphetamine (or other stimulants), or has very recently stopped using methamphetamine (or other stimulants) are eligible for PROP.

Inclusion Criteria

- Identifies as a G/MSM or TGNB.
- Uses stimulants (methamphetamine, cocaine) based on intake interview with program staff.
- Reports recent stimulant use in the last month.
- Will comply with the requirements of observed urine testing, three times per week.

Exclusion Criteria

- Unable to commit to three times-a-week clinic visits.
- Currently taking Ritalin or other medication, including those containing pseudoephedrine which may result in false-positive urine samples.
- Currently participating or enrolled in other residential, outpatient substance abuse treatment program. (Although, participation in a 12-step based program is allowed).

The following is the Participant Agreement that every potential participant in PROP must sign to enroll:

Positive reinforcement is a treatment that helps people to stop using methamphetamine and once stopped, to remain abstinent. The program also encourages socialization and peer support skills for participants who may not have support outside of their using communities. The concept is simple. In exchange for giving us stimulant-free urine samples, we will credit participants with monetary credits that can increase in value. Credits are exchanged, whenever requested in the form of a gift card or gift certificate of their choosing.

Once accepted into the program participants drop by the PROP testing site three times per week (on Mondays, Wednesdays, and Fridays) to provide an observed urine sample. Your urine sample will be tested immediately to see that the sample is free of methamphetamine/cocaine. You will receive a monetary credit for each sample that is free of both substances. Credits can increase over time as you keep giving negative urine samples. You will earn a \$8.50 bonus for every three non-reactive urine samples in a row. The schedule of credits show how rapidly the amount grows for giving non-reactive urine samples.

SCHEDULE OF INCENTIVES

	Monday	Wednesday	Friday	Bonus	Weekly Totals
Week 1	\$2.00	\$2.25	\$2.50	\$8.50	\$15.25
Week 2	\$2.75	\$3.00	\$3.25	\$8.50	\$17.50

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Week 3	\$3.50	\$3.75	\$4.00	\$8.50	\$19.75
Week 4	\$4.25	\$4.50	\$4.75	\$8.50	\$22.00
Week 5	\$5.00	\$5.25	\$5.50	\$8.50	\$24.25
Week 6	\$5.75	\$6.00	\$6.25	\$8.50	\$26.50
Week 7	\$6.50	\$6.75	\$7.00	\$8.50	\$28.75
Week 8	\$7.25	\$7.50	\$7.75	\$8.50	\$31.00
Week 9	\$8.00	\$8.25	\$8.50	\$8.50	\$33.25
Week 10	\$8.75	\$9.00	\$9.25	\$8.50	\$35.50
Week 11	\$9.50	\$9.75	\$10.00	\$8.50	\$37.75
Week 12	\$10.00	\$10.00	\$10.00	\$8.50	\$38.50
Grand Total					\$330.00

** Weekly Bonus is earned only after submitting 3 consecutive, non-reactive urine samples.*

The urine test results are final. If the test results detect methamphetamine/cocaine, no voucher will be earned for the day. The next urine sample that you provide that tests methamphetamine-free will be worth \$2.00 and increases will begin again from this value. To increase your motivation to avoid future methamphetamine use, three consecutive non-reactive urine samples will return you in your original place in the incentive schedule. This is called a “Rapid Reset.” For example, if you have a sample that tests positive for methamphetamine use on Monday of Week 7, you will not receive credit for that day. Methamphetamine-free samples that follow on Wednesday, Friday and Monday would be worth \$2.00, \$2.25, and \$2.50 respectively, with a \$8.50 bonus for the three consecutive negative samples. The next sample (Wednesday) would be worth a \$6.50 credit if it is free of methamphetamine.

The results of your urine tests are completely confidential and will not be shared with any staff outside of the program. It is important that you are aware that the tests for methamphetamine we use cross-react with cold medicine and allergy remedies. It will also cross-react with cocaine and Ecstasy. That means that if you use cold medicine or allergy medications or if you use Ecstasy (aka “E” or “X”) your urine test could be positive. You should avoid these drugs while you are in this program.

Redeeming credits can be accomplished when a minimum of \$20 is accrued. However, if you have completed the project, and it is your final visit, you can debit the remaining balance in your account. All you need to do when redeeming your credits earned is talk with the health worker/PROP staff and let them know what you would like to purchase. The PROP staff will request that you fill out a Voucher Request Form. All incentive requests will be available no later than a week from date of request. Vouchers are never delivered in the form of cash and are only redeemable in amounts greater than twenty dollars unless it is your last visit or if you withdraw from the program. If you have any questions, please ask any PROP staff. Incentives must be claimed within 1 year of the date of your last visit. Any incentives that have not been claimed at that point will be refunded back to the PROP program fund.

Your signature below indicates that you understand the positive reinforcement program and that you wish to participate in this form of treatment. You do not have to be in the program and may quit at any time. If you do quit before the twelve weeks, a consent form must be signed to redeem your

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voucher. Any incentives that you earn are yours to keep and will be provided to you upon request, but no credits will be given as cash and are only available up to three months from completion or termination of the PROP Project.

C. Service delivery model

The PROP protocol guides the clinical application of a low-cost program of reinforcing abstinence from methamphetamine use in methamphetamine-using G/MSM who are at very high risk for STD/HIV transmission: Participants who test positive by a urine drug screen for methamphetamine/cocaine and are in HIV care, or are being evaluated for new STDs, or at high risk of STD/HIV transmission. This protocol is intended to reduce the frequency of methamphetamine/cocaine use and attendant high-risk sexual behaviors resulting in STD and HIV transmission in San Francisco. The protocol is being implemented as a public health response to disproportionately high rates of STD infections, HIV transmissions, and participants with HIV out of medical care associated with methamphetamine use in G/MSM in San Francisco. Participants are also given the opportunity to re-engage socially with other men in the program who are working on their substance use for peer support and encouragement.

Potential participants are screened and asked about their last use of methamphetamine/cocaine along with history of their use and frequency. A medical provider may refer other participants. If this is the case, the participant provides the PROP Manager a signed and dated Medical Provider Referral Sheet. Eligible participants are informed that they must meet with the PROP Manager or other staff members three days a week (M-W-F) to provide a directly observed urine sample. During these visits, reinforcements based upon abstinence from methamphetamine/cocaine are determined and delivered.

During their initial visit the reinforcement schedule is explained. In this positive reinforcement treatment program, the voucher for the initial stimulant-free sample is worth \$2.00. Vouchers increase in value by .25 cents for each consecutive methamphetamine-free sample to a maximum of \$10.00. Participants earn a \$8.50 bonus voucher for every third consecutive methamphetamine-free sample. Participants who produce a sample positive for methamphetamine/cocaine metabolites, or who fail to submit urine samples, do not receive a cash credit for that particular visit and their subsequent voucher value is reduced to the initial \$2.00. A rapid reset procedure allows participants to return to their place in the escalating contingency schedule after producing three urine samples that are negative for stimulant metabolites.

PROP staff and volunteers provide positive reinforcement for all samples regardless of the result and are available for emotional or practical support or for appropriate referrals. Results that indicate recent methamphetamine/cocaine use are handled in a non-judgmental manner encouraging the participant to continue to come back on the next

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testing day. Outcomes are based only upon non-reactive results from methamphetamine/cocaine tests; abstinence from methamphetamine is the specifically targeted behavior that is being reinforced. Importantly and for those G/MSM who are not able to achieve full abstinence, all improvements to health and functioning are reinforced by program staff. It is important to recognize that G/MSM who are served by the program, and who are not fully abstinent, make significant improvements in their lives and make important harm reduction steps that improve their health, functioning and general conditions regardless of whether they are ready or able to abstain at the time of service. While abstinence is the behavior being reinforced via vouchers – all improvements to health and functioning are reinforced by program staff. Referrals for drug treatment programs and other relevant resources are provided along with emotional and practical support from the counseling sessions with the facilitators.

The primary desired outcomes of PROP are:

1. the reduction or cessation of methamphetamine/cocaine use;
2. HIV and STI testing and treatment and engagement in primary care;
3. referrals to other Stonewall groups and the counseling program;
4. an adherence to medications (including HIV and/or psychiatric medications);
5. referrals to other social services and support as needed; and
6. the development of a support system within PROP through friendships and peer support with other participants during their twelve weeks in the program.

It is hoped that other positive health outcomes will occur because of this reduction or elimination of methamphetamine use, but other potential benefits are not measured in a systematic way.

Urine Drug Screening Procedures.

Participants are directly observed while providing urine samples. Analysis of all urine samples is conducted immediately on-site to determine the presence of select drugs of abuse. Participants are informed that use of over-the-counter cold and allergy preparations that contain ephedrine or similar ingredients are detected by toxicology and are interpreted as an indication of methamphetamine use. Participants are informed at intake that evidence suggesting sample tampering is interpreted as conclusive and results for that day are recorded as positive for methamphetamine metabolite.

Data Management

Participant data are kept in a password-protected encrypted database or in written and secured files, should a database not be available. Within that database access is limited to designated persons working for PROP. Data are not available to other clinical providers not

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involved in PROP. All individuals with access to the database, as well as working on the project sign an oath of confidentiality.

Code of Conduct

Participants, PROP staff, and site representatives are expected to treat everyone in an honest and fair manner. Accordingly, a PROP participant who fails to abide to specific site rules and regulations may be immediately terminated from the PROP project.

D. Discharge planning and exit criteria and process

The 12-week program is designed to reduce meth use. After completion, participants are referred to other programs for maintenance and supportive therapy, if indicated.

After graduating from PROP participants are encouraged to attend an alumni group on PROP days (Mondays, Wednesdays, and Fridays between 3:00 and 4:00 PM) to continue getting support and encouragement for their goals.

Participants receive a certificate of treatment completion. This certificate may be adequate documentation for some programs, e.g., employers, but may not be sufficient for other programs, e.g., court-mandated drug treatment programs or parole officers.

E. Program staffing

PROP is staffed by the PROP Manager, Peer Support Specialists, PROP peer support volunteers, health navigators, and trained interns who have had extensive experience with PROP. All staff clinicians in The Stonewall Project have experience and training in mental health and HIV issues as well as substance use counseling and therefore can provide an integrated approach to the multiple concerns and needs of the participants. Over one-half of Stonewall counselors are licensed mental health professionals, either LMFT or LCSW, and several of the remaining counselors are in the final phases of obtaining a license as a mental health professional, again either LMFT or LCSW. Other Stonewall counselors are certified substance use counselors and are certified through an eligible certifying body determined by the State of California Department of Health Care Services (DHCS).

6. Objectives and Measurements:

All objectives, and descriptions of how objectives will be measured, are contained in the BHS document entitled BHS Performance Objectives FY23-24.

7. Continuous Quality Improvement:

The San Francisco AIDS Foundation and the Stonewall Project comply with Health Commission, Local, State, Federal, and/or Funding Source policies, and requirements such as Harm

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Reduction, Health Insurance Portability and Accountability Act (HIPAA), Cultural Competency, and Client Satisfaction.

The Stonewall Project meets quarterly with the City program manager to evaluate progress toward meeting the continuous quality improvement, productivity, and service access objectives set forth in the *Quarterly Continuous Quality Improvement, Productivity, and Service Access Monitoring Plan Template*. Objectives are evaluated quarterly during the 12-month contract period.

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1. SFAF - Stonewall Project – Mental Health Services

940 Howard Street, San Francisco, CA 94103, San Francisco, CA 94103 (415) 487-3100
 Contact Person: William Kyle Temple, LCSW, Sr. Director Stonewall (415) 437-3416

Program Code(s): 38HSOP

2. Contract Type:

- Original Contract Amendment RPB#1

3. Goal Statement:

The program’s goal is to reduce the harm caused by methamphetamine use and other substance use among the target population by implementing the interventions described below.

4. Target Population:

San Francisco AIDS Foundation (SFAF) serves all ethnicities and populations, with a focused expertise to address the unique needs of individuals who are residents of San Francisco and use methamphetamine and/or other substances, including those who inject drugs and those who ingest them by any other means, e.g., snorting, smoking, drinking, etc. This target population includes both men who identify as gay or bisexual and those men who have sex with other men but do not necessarily identify as gay or bisexual (G/MSM). This target population includes transgender and nonbinary individuals who have sex with men (TGNB). This target population includes participants of all ages, races, ethnicities, sexual and gender identities, religions or spiritualities, socioeconomic classes, partner statuses, and physical and mental disabilities. Many participants are of low or fixed income and are uninsured or underinsured. Many of the target population are dually and triply diagnosed with concomitant mental and physical health problems (primarily HIV and hepatitis C) in addition to their difficulties with addictive behaviors. G/MSM and TGNB who use methamphetamine have one of the highest rates of HIV infection in the City.

5. Methodology:

A. Outreach, recruitment, promotion, and advertisement

The Stonewall Project provides a variety of outreach and early engagement services including: information, education, and referral in-person, over the telephone and in daily drop-in services; community education through speaking engagements, consultations, and trainings with other agencies and organizations; and other outreach. The Stonewall Project conducts extensive harm reduction education and outreach to those who use

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crystal meth and/or other substances, and as a result are at elevated risk of HIV transmission. In addition to activities through The Stonewall Project’s well-known website, www.tweaker.org, the program includes include many real time activities. These activities generate a significant number of referrals to The Stonewall Project.

The Stonewall Project accepts self-referrals and referrals from community-based agencies that serve our target population. The program is particularly proud of the high number of self-referrals resulting from the recommendations of current or past participants. Stonewall also takes referrals from the Behavioral Health Access and the Treatment Access Programs as well as referrals from Drug Court and other criminal justice referrals. The SFGH psychiatric and medical emergency rooms are also sources of referrals. Participants are also recruited through outreach conducted by The Stonewall Project staff in other health, social service, and community settings that provide services to the lesbian, gay, bisexual, and transgender communities.

The Stonewall Project regularly provides community education in the form of presentations to community groups; other social service agencies in the community; and local schools, colleges, and universities. In these presentations, information about substance use, abuse and dependence, and different modes of treatment are presented. In addition, The Stonewall Project staff frequently consults with other substance abuse and mental health professionals in the community.

B. Admission, enrollment, intake criteria and process

The Stonewall Project is a low threshold harm reduction program that welcomes participants at all stages of readiness and does not require a commitment of abstinence to receive services. The goal of The Stonewall Project is to create a “safe space” where community members who use crystal meth and/or other substances can come to deal with whatever issues are of concern to them without any stipulations, conditions, or prerequisites. In doing so, the aim is to reduce the harm caused to them, their loved ones, and their communities by their drug use. As a harm reduction program for methamphetamine and other substance-using community, The Stonewall Project provides a full range of counseling services that integrate substance use, mental health, and HIV counseling from a participant-centered perspective. Each participant is evaluated individually with goals and objectives determined by the participant with the assistance of his counselor. Some participants wish to learn how to use crystal or other substances more safely; some want to learn how to reduce their use; others wish to cease using methamphetamine entirely but feel that their use of other substances is not problematic; and still others want to cease their use of all mind-altering substances.

Each participant in The Stonewall Project receives: an intake assessment which includes the Addiction Severity Index (ASI) or the Adult Needs and Strengths Assessment (ANSA); a treatment plan/problem list developed by the participant with the assistance of his

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counselor; individual and group counseling sessions; collateral, couples, and/or family sessions as appropriate; case management as needed; individual crisis intervention as needed; and access to daily drop-in times.

The initial contact for most participants is either by telephone, email, or by dropping in. The project provides drop-in times five days a week (Monday through Friday) at 940 Howard Street for potential participants and enrolled participants who are unable to make regularly scheduled appointments. Regardless of the scheduled drop-in hours, Stonewall accommodates current and potential participants whenever they drop in whenever possible.

Once an initial connection is made and an individual is determined to be appropriate for the program, a potential participant is scheduled for an intake evaluation session. During this initial stage and throughout his participation in The Stonewall Project, a participant has immediate access to daily drop-in individual counseling and 15-20 weekly drop-in groups. After intake, the participant is scheduled for weekly individual counseling sessions with his primary counselor along with a minimum participation in two groups per week.

C. Service delivery model

The Stonewall Project offers groups that use cognitive-behavioral techniques to enable participants to attain healthier balanced lifestyles. Group counseling focuses on skills training including trigger identification, behavioral coping techniques for triggers, assertiveness training, communication skills, techniques for altering negative cognitions, affect regulation, stress reduction and relaxation training, relapse prevention techniques, and self-esteem enhancement. Through the behavioral techniques of contracting and self-monitoring, participants are aided in meeting their goals of changing their pattern of methamphetamine and/or other substance use. Referrals for psychiatric assessment and medication are available to participants as appropriate. Intensive case management services are available as appropriate. In addition, given the background of the ongoing HIV epidemic and the fact that participants, under the influence of methamphetamine, often engage in unprotected sexual activity, participants are assisted in developing and achieving goals for reducing HIV transmission risk.

Almost all participants are provided with individual counseling and case management along with group counseling. For some participants, individual counseling is needed as preparation for subsequent group counseling; for others, it is provided to deal with issues that cannot be comprehensively addressed in group. In some cases, participants who are inappropriate for group counseling are provided with individual counseling as the primary treatment modality. In all cases, participants are required to meet with their assigned individual counselor at least quarterly during their enrollment in the program to update and revise their course of treatment.

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Throughout the program, it is emphasized that participants are welcome regardless of their use or non-use of meth or other substances, that failure to achieve their goals is neither a reason to drop out nor a reason for discharge. Participants who miss counseling sessions are contacted by their counselor to build the counseling alliance, problem-solve, and encourage return to their next session. For participants who are at risk of dropping out of the program, individual and group counseling (and, as needed, team meetings) address their concerns, assist with problem solving, and provide support. Participants whose attendance is low, are at risk of dropping out, or are at risk of relapse are discussed in weekly case reviews for suggestions from other staff.

The theoretical foundation that informs all of the counseling at The Stonewall Project is a combination of DiClemente and Prochaska’s *Stages of Behavior Change Model*, Marlatt and Gordon’s *Relapse Prevention*, and Miller and Rollnick’s *Motivational Interviewing*, and empirically-validated social learning and cognitive-behavioral techniques of encouraging and assisting behavior change such as the Matrix model for treating methamphetamine and cocaine dependence and *Seeking Safety*, a treatment protocol for individuals with both trauma and substance use issues. In both individual and group counseling, participants are assisted in determining what behaviors they wish to change and taught the necessary skills to achieve and maintain these changes. The Stonewall Project has developed a resource library for participant use that contains cognitive-behavioral exercises guiding participants through the Stages of Change.

The Stonewall Project’s primary focus is the relationship between the use of crystal meth and/or other substances, sexual behavior, and HIV and how these issues are intertwined with self-respect, self-acceptance, self-esteem, and other mental health concerns for target populations. This focus informs all activities at The Stonewall Project. Because treatment plans and goals and objectives are consumer-driven, each participant receives counseling tailored to their own issues as they derive from his unique position in Queer culture. Special consideration is given to a participant’s acceptance of their sexual orientation and the psychological ramifications of living in a sexist, heterosexist, and sex-negative society. Stonewall participants, regardless of their own HIV status, are all coping with the ongoing toll of the HIV epidemic. Teaching methods of coping with the ongoing anger, grief, and massive loss resulting from the HIV epidemic are an integral part of the counseling at Stonewall along with harm reduction counseling for HIV risk behaviors whether they are due to injection drug use or unsafe sexual practices.

For those participants who choose abstinence as their goal, individual and group counseling provide support for these goals. Although participation in Twelve-Step programs is suggested and encouraged for all Stonewall participants who find it useful, the Stonewall program is not based on the Twelve-Step philosophy. Those individuals who wish an exclusively Twelve-Step approach are assisted in finding a program elsewhere that better serves their needs.

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All staff clinicians in The Stonewall Project have experience and training in mental health and HIV issues as well as substance use counseling and therefore can provide an integrated approach to the multiple concerns and needs of the participants. This is particularly important for methamphetamine users who commonly have persisting psychiatric symptoms long after they stop using methamphetamine. Services and staffing are designed to increase retention and progress of a participant population affected by complex health, psychiatric, social, and cultural issues. Public health services such as HIV and Hepatitis C testing and medical referrals assist participants in identifying and addressing their health needs and link participants with ongoing health care resources.

Many participants are in relationships and/or families in which substance use, abuse, and dependence, other mental health problems, and/or HIV disease, are issues for their partner or other family members. Because of this, The Stonewall Project also provides couples and family counseling for participants as is appropriate given an individual participant's issues and needs. Additionally, collateral individual counseling sessions with friends and/or family (chosen and/or family of origin) are often provided.

Participant satisfaction surveys are distributed semi-annually. The survey is given to each participant who visits the project during a two-week period scheduled every six months. It is emphasized that the survey is anonymous and is to help SFAF make the program better. Participants are instructed to complete the survey as honestly as possible. Customer service skills and respect for participants are important criterion in staff selection and performance evaluations. Program responsiveness to participant needs is maintained using staff supervision and training, staff meetings, informal participant feedback, and participant satisfaction surveys. Participants are encouraged to actively participate in making The Stonewall Project a supportive and safe place to deal with their issues.

For those participants who choose abstinence as their goal, the project components aimed at increasing satisfactory progress and successful completion also help maintain abstinence after completion. The project's length and emphasis on developing a sustaining support system (whether it be Crystal Meth Anonymous, friends/family who support a crystal-free lifestyle, involvement in community activities, etc.) helps to ensure that participants sustain their progress after project completion.

The Stonewall Project's hours of operation are 9 a.m. – 8 p.m., Monday - Thursday, and 9am to 5pm Friday at the main site, the SFAF Services Center at 940 Howard Street. Stonewall staff also provide services at Strut in the Castro from 9 am to 8 pm Monday – Friday. A participant's individual counselor also serves as his case manager and advocate in assisting the participant in obtaining services from other programs within SFAF and other community service agencies and governmental programs. These include but are not limited to assistance with screening and treatment for HIV, STDs, and Hepatitis C, appropriate medical care, housing, food, vocational rehabilitation, entitlement programs,

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acupuncture, and other mental health and HIV services. Participants are frequently without any income, either homeless or at risk of becoming homeless, and case management services assist our participants in obtaining housing, benefits from General Assistance, Social Security, and other programs depending upon the participant's needs. Case management services are provided by all The Stonewall Project counselors. Intensive case management services are provided on an ongoing basis to all participants in need of such services.

D. Discharge planning and exit criteria and process

Participants in The Stonewall Project graduate from the program when they have successfully achieved the goals that they set for themselves in terms of substance use, HIV risk, and life functioning. Determining when a participant is ready to graduate is a collaborative process between the participant and the staff. Because of the complex multi-determined nature of substance misuse and dependence in this population, mental health and HIV goals often continue to be the focus for significant periods of time beyond successful achievement of substance use goals.

The intended length of stay for The Stonewall Project participants is 12 to 24 months. The program’s experience is that this is minimal for G/MSM dealing with their use of methamphetamine and/or other substances to make and solidify significant behavior changes. Current research indicates that it may take that long or likely much longer for a person’s brain chemistry to revert to its original state after significant use of methamphetamine and/or other substances. Average length of stay is much shorter given that many participants come and go from the program depending on the state of their methamphetamine and/or other substance use and their level of motivation.

The definition of satisfactory progress is an increase in effective functioning by participants whether they have reduced or eliminated their methamphetamine and/or other substance use. Accordingly, SFAF would deem a participant who has reduced the harmful consequences resulting from his drug use but is still using as having made satisfactory progress. The emphasis is on participants setting their own goals. Evaluations of success are based on the extent to which participants have achieved their own goals that may or may not include abstinence. The criterion for successful completion at The Stonewall Project is the achievement of the participant’s own goals and objectives regarding methamphetamine and/or other substance use, HIV transmission risk behaviors, and effective life functioning.

E. Program staffing

All staff clinicians in The Stonewall Project have experience and training in mental health and HIV issues as well as substance use counseling and therefore can provide an integrated approach to the multiple concerns and needs of the participants. Over one-half of Stonewall counselors are licensed mental health professionals, either LMFT or LCSW, and

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several of the remaining counselors are in the final phases of obtaining a license as a mental health professional, again either LMFT or LCSW. Other Stonewall counselors are certified substance use counselors and are certified through an eligible certifying body determined by the State of California Department of Health Care Services (DHCS)

6. Objectives and Measurements:

All objectives, and descriptions of how objectives will be measured, are contained in the BHS document entitled BHS Performance Objectives FY23-24.

7. Continuous Quality Improvement:

The San Francisco AIDS Foundation and the Stonewall Project comply with Health Commission, Local, State, Federal, and/or Funding Source policies, and requirements such as Harm Reduction, Health Insurance Portability and Accountability Act (HIPAA), Cultural Competency, and Client Satisfaction.

The Stonewall Project meets quarterly with the City program manager to evaluate progress toward meeting the continuous quality improvement, productivity, and service access objectives set forth in the *Quarterly Continuous Quality Improvement, Productivity, and Service Access Monitoring Plan Template*. Objectives are evaluated quarterly during the 12-month contract period.

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1. SFAF - Stonewall Project – Stonewall Project – PROP 4 ALL

940 Howard Street, San Francisco, CA 94103, San Francisco, CA 94103 (415) 487-3100
 Contact Person: William Kyle Temple, LCSW, Sr. Director Stonewall (415) 437-3416

Program Code(s): 89051

2. Contract Type:

- Original Contract Amendment RPB#1

3. Goal Statement:

To reduce the harms caused by methamphetamine, opioids, and other substance use among populations of San Francisco at risk of overdose, HIV, and HCV by successfully implementing the interventions described below.

4. Target Population:

San Francisco AIDS Foundation (SFAF) serves all ethnicities and populations, with a focused expertise to address the unique needs of people of all ages, races, ethnicities, sexual and gender identities, religions or spiritualities, socioeconomic classes, partner statuses, and physical and mental disabilities who inject drugs, and/or those who ingest it by any other means, i.e., snorting, smoking, etc. Many are of low or fixed income and are uninsured or underinsured. Many of the target population are dually and triply diagnosed with concomitant mental and physical health problems in addition to their difficulties with addictive behaviors. This target population includes people experiencing homelessness, people at elevated risk of overdose, HIV, and HCV, with prioritized emphasis on BIPOC community members.

5. Methodology:

A. Outreach, recruitment, promotion, and advertisement

Outreach is provided in street-based settings in the Tenderloin, Mission, SOMA, and Bayview neighborhoods but could include others. Recruitment for all services provided within our continuum of care occurs in both street-based and brick and mortar settings. Health education staff at SFAF Syringe Access services promote services at all syringe access sites. All services are listed on SFAF website, on service schedules, palm cards utilized in outreach settings, and in local resource guides for people who use drugs and unhoused populations. The Manager, Contingency Management, SAS, and other supporting staff work with other organizations and agencies to promote the program and recruit participants.

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B. Admission, enrollment, intake criteria and process

Community members who reside in San Francisco and who use methamphetamine (or other stimulants) or have very recently stopped using methamphetamine (or other stimulants) are eligible for PROP 4 ALL.

Inclusion Criteria

- Uses stimulants (methamphetamine, cocaine) based on intake interview with program staff.
- Reports recent stimulant use in the last month.
- Will comply with the requirements of observed urine testing, three times per week.

Exclusion Criteria

- Unable to commit to three times-a-week clinic visits.

The following is the Participant Agreement that every potential participant in PROP 4 ALL must sign to enroll:

Positive reinforcement is a treatment that helps people to stop using methamphetamine and once stopped, to remain abstinent. The program also encourages socialization and peer support skills for participants who may not have support outside of their using communities. The concept is simple. In exchange for giving us stimulant-free urine samples, we will credit participants with monetary credits that can increase in value. Credits are exchanged, whenever requested in the form of a gift card or gift certificate of their choosing.

Once accepted into the program participants drop by the PROP 4 ALL testing site three times per week (on Mondays, Wednesdays, and Fridays) to provide an observed urine sample. Your urine sample will be tested immediately to see that the sample is free of methamphetamine/cocaine. You will receive a monetary credit for each sample that is free of both substances. Credits can increase over time as you keep giving negative urine samples. You will earn a \$8.50 bonus for every three non-reactive urine samples in a row. The schedule of credits show how rapidly the amount grows for giving non-reactive urine samples.

SCHEDULE OF INCENTIVES

	Monday	Wednesday	Friday	Bonus	Weekly Totals
Week 1	\$2.00	\$2.25	\$2.50	\$8.50	\$15.25
Week 2	\$2.75	\$3.00	\$3.25	\$8.50	\$17.50
Week 3	\$3.50	\$3.75	\$4.00	\$8.50	\$19.75
Week 4	\$4.25	\$4.50	\$4.75	\$8.50	\$22.00
Week 5	\$5.00	\$5.25	\$5.50	\$8.50	\$24.25
Week 6	\$5.75	\$6.00	\$6.25	\$8.50	\$26.50
Week 7	\$6.50	\$6.75	\$7.00	\$8.50	\$28.75
Week 8	\$7.25	\$7.50	\$7.75	\$8.50	\$31.00
Week 9	\$8.00	\$8.25	\$8.50	\$8.50	\$33.25

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Week 10	\$8.75	\$9.00	\$9.25	\$8.50	\$35.50
Week 11	\$9.50	\$9.75	\$10.00	\$8.50	\$37.75
Week 12	\$10.00	\$10.00	\$10.00	\$8.50	\$38.50
Grand Total					\$330.00

** Weekly Bonus is earned only after submitting 3 consecutive, non-reactive urine samples.*

The urine test results are final. If the test results detect methamphetamine/cocaine, no voucher will be earned for the day. The next urine sample that you provide that tests methamphetamine-free will be worth \$2.00 and increases will begin again from this value. To increase your motivation to avoid future methamphetamine use, three consecutive non-reactive urine samples will return you in your original place in the incentive schedule. This is called a “Rapid Reset.” For example, if you have a sample that tests positive for methamphetamine use on Monday of Week 7, you will not receive credit for that day. Methamphetamine-free samples that follow on Wednesday, Friday and Monday would be worth \$2.00, \$2.25, and \$2.50 respectively, with a \$8.50 bonus for the three consecutive negative samples. The next sample (Wednesday) would be worth a \$6.50 credit if it is free of methamphetamine.

The results of your urine tests are completely confidential and will not be shared with any staff outside of the program. It is important that you are aware that the tests for methamphetamine we use cross-react with cold medicine and allergy remedies. It will also cross-react with cocaine and Ecstasy. That means that if you use cold medicine or allergy medications or if you use Ecstasy (aka “E” or “X”) your urine test could be positive. You should avoid these drugs while you are in this program.

Redeeming credits can be accomplished when a minimum of \$20 is accrued. However, if you have completed the project, and it is your final visit, you can debit the remaining balance in your account. All you need to do when redeeming your credits earned is talk with the health worker/PROP staff and let them know what you would like to purchase. The PROP 4 ALL staff will request that you fill out a Voucher Request Form. All incentive requests will be available no later than a week from date of request. Vouchers are never delivered in the form of cash and are only redeemable in amounts greater than twenty dollars unless it is your last visit or if you withdraw from the program. If you have any questions, please ask any PROP 4 ALL staff. Incentives must be claimed within 1 year of the date of your last visit. Any incentives that have not been claimed at that point will be refunded back to the PROP program fund.

Your signature below indicates that you understand the positive reinforcement program and that you wish to participate in this form of treatment. You do not have to be in the program and may quit at any time. If you do quit before the twelve weeks, a consent form must be signed to redeem your voucher. Any incentives that you earn are yours to keep and will be provided to you upon request, but no credits will be given as cash and are only available up to three months from completion or termination of the PROP 4 ALL Project.

C. Service delivery model

The PROP protocol guides the clinical application of a low-cost program of reinforcing abstinence from methamphetamine use in methamphetamine-using G/MSM who are at

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very high risk for STD/HIV transmission: Participants who test positive by a urine drug screen for methamphetamine/cocaine and are in HIV care, or are being evaluated for new STDs, or at high risk of STD/HIV transmission. This protocol is intended to reduce the frequency of methamphetamine/cocaine use and attendant high-risk sexual behaviors resulting in STD and HIV transmission in San Francisco. The protocol is being implemented as a public health response to disproportionately high rates of STD infections, HIV transmissions, and participants with HIV out of medical care associated with methamphetamine use in San Francisco. Participants are also given the opportunity to re-engage socially with others in the program who are working on their substance use for peer support and encouragement.

Potential participants are screened and asked about their last use of methamphetamine/cocaine along with history of their use and frequency. A medical provider may refer other participants. If this is the case, the participant provides the PROP Manager a signed and dated Medical Provider Referral Sheet. Eligible participants are informed that they must meet with the program manager or other staff members three days a week (M-W-F) to provide a directly observed urine sample. During these visits, reinforcements based upon abstinence from methamphetamine/cocaine are determined and delivered.

During their initial visit the reinforcement schedule is explained. In this positive reinforcement treatment program, the voucher for the initial stimulant-free sample is worth \$2.00. Vouchers increase in value by .25 cents for each consecutive methamphetamine-free sample to a maximum of \$10.00. Participants earn a \$8.50 bonus voucher for every third consecutive methamphetamine-free sample. Participants who produce a sample positive for methamphetamine/cocaine metabolites, or who fail to submit urine samples, do not receive a cash credit for that particular visit and their subsequent voucher value is reduced to the initial \$2.00. A rapid reset procedure allows participants to return to their place in the escalating contingency schedule after producing three urine samples that are negative for stimulant metabolites.

Program staff and volunteers provide positive reinforcement for all samples regardless of the result and are available for emotional or practical support or for appropriate referrals. Results that indicate recent methamphetamine/cocaine use are handled in a non-judgmental manner encouraging the participant to continue to come back on the next testing day. Outcomes are based only upon non-reactive results from methamphetamine/cocaine tests; abstinence from methamphetamine is the specifically targeted behavior that is being reinforced. Importantly and for those who are not able to achieve full abstinence, all improvements to health and functioning are reinforced by program staff. It is important to recognize that those who are served by the program, and who are not fully abstinent, make significant improvements in their lives and make important harm reduction steps that improve their health, functioning and general

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conditions regardless of whether they are ready or able to abstain at the time of service. While abstinence is the behavior being reinforced via vouchers – all improvements to health and functioning are reinforced by program staff. Referrals for drug treatment programs and other relevant resources are provided along with emotional and practical support from the counseling sessions with the facilitators.

The primary desired outcomes of PROP 4 ALL are:

1. the reduction or cessation of methamphetamine/cocaine use;
2. HIV and STI testing and treatment and engagement in primary care;
3. referrals to other Stonewall groups and the counseling program;
4. an adherence to medications (including HIV and/or psychiatric medications);
5. referrals to other social services and support as needed; and
6. the development of a support system within PROP through friendships and peer support with other participants during their twelve weeks in the program.

It is hoped that other positive health outcomes will occur because of this reduction or elimination of methamphetamine use, but other potential benefits are not measured in a systematic way.

Urine Drug Screening Procedures.

Participants are directly observed while providing urine samples. Analysis of all urine samples is conducted immediately on-site to determine the presence of select drugs of abuse. Participants are informed that use of over-the-counter cold and allergy preparations that contain ephedrine or similar ingredients are detected by toxicology and are interpreted as an indication of methamphetamine use. Participants are informed at intake that evidence suggesting sample tampering is interpreted as conclusive and results for that day are recorded as positive for methamphetamine metabolite.

Data Management

Participant data are kept in a password-protected encrypted database or in written and secured files, should a database not be available. Within that database access is limited to designated persons working for PROP 4 ALL. Data are not available to other clinical providers not involved in PROP 4 ALL. All individuals with access to the database, as well as working on the project sign an oath of confidentiality.

Code of Conduct

Participants, PROP 4 ALL staff, and site representatives are expected to treat everyone in an honest and fair manner. Accordingly, a participant who fails to abide to specific site rules and regulations may be immediately terminated from the project.

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D. Discharge planning and exit criteria and process

The 12-week program is designed to reduce meth use. After completion of this initial 3x weekly program, clients will progress to once weekly check in. Upon completion of this second course of engagements, participants may be referred to other programs for maintenance and supportive therapy if indicated.

After graduating from PROP 4 ALL, participants are encouraged to attend an alumni group to continue getting support and encouragement for their goals.

E. Program staffing

PROP 4 ALL is staffed by the Program Manager, peer support volunteers, health navigators, interns who have appropriate experience, and a registered nurse.

6. Objectives and Measurements:

All objectives, and descriptions of how objectives will be measured, are contained in the BHS document entitled BHS Performance Objectives FY23-24.

7. Continuous Quality Improvement:

The San Francisco AIDS Foundation and the Stonewall Project comply with Health Commission, Local, State, Federal, and/or Funding Source policies, and requirements such as Harm Reduction, Health Insurance Portability and Accountability Act (HIPAA), Cultural Competency, and Client Satisfaction.

The Stonewall Project meets quarterly with the City program manager to evaluate progress toward meeting the continuous quality improvement, productivity, and service access objectives set forth in the *Quarterly Continuous Quality Improvement, Productivity, and Service Access Monitoring Plan Template*. Objectives are evaluated quarterly during the 12-month contract period.

Appendix B Calculation of Charges

1. Method of Payment

A. For the purposes of this Section, “General Fund” shall mean all those funds, which are not Work Order or Grant funds. “General Fund Appendices” shall mean all those appendices, which include General Fund monies. Compensation for all SERVICES provided by CONTRACTOR shall be paid in the following manner

(1) For contracted services reimbursable by Fee for Service (Monthly Reimbursement by Certified Units at Budgeted Unit Rates)

CONTRACTOR shall submit monthly invoices in the format attached, Appendix F, and in a form acceptable to the Contract Administrator, by the fifteenth (15th) calendar day of each month, based upon the number of units of service that were delivered in the preceding month. All deliverables associated with the SERVICES defined in Appendix A times the unit rate as shown in the appendices cited in this paragraph shall be reported on the invoice(s) each month. All charges 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) For contracted services reimbursable by Cost Reimbursement (Monthly Reimbursement for Actual Expenditures within Budget):

CONTRACTOR shall submit monthly invoices in the format attached, Appendix F, and in a form acceptable to the Contract Administrator, by the fifteenth (15th) calendar day of each month for reimbursement of the actual costs for SERVICES of the 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.

B. Final Closing Invoice

(1) For contracted services reimbursable by Fee for Service Reimbursement:

A final closing invoice, clearly marked “FINAL,” shall be submitted no later than forty-five (45) calendar days following the closing date of each fiscal year of the Agreement, and shall include only those SERVICES rendered during the referenced period of performance. If SERVICES are not invoiced during this period, all unexpended funding set aside for this Agreement will revert to CITY. CITY’S final reimbursement to the CONTRACTOR at the close of the Agreement period shall be adjusted to conform to actual units certified multiplied by the unit rates identified in Appendix B attached hereto, and shall not exceed the total amount authorized and certified for this Agreement.

(2) For contracted services reimbursable by Cost Reimbursement:

A final closing invoice clearly marked “FINAL,” shall be submitted no later than forty-five (45) calendar days following the closing date of each fiscal year 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.

C. All amounts paid by CITY to CONTRACTOR shall be subject to audit by CITY.

2. Program Budgets and Final Invoice

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

Appendix B-1 Stonewall Project—Substance Abuse Disorder Services (SUD)

Appendix B-2 Stonewall Project—Positive Reinforcement Opportunity Project (PROP)

Appendix B-3 Stonewall Project—Mental Health (MH)

Appendix B-4 Stonewall Project- Prop 4 All

B. CONTRACTOR understands that, of this maximum dollar obligation listed in section 3.3.1 of this Agreement, \$1,192,136 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 as specified in Section 3.7 Contract Amendments; Budgeting Revisions. 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.

C. For each fiscal year of the term of this Agreement, CONTRACTOR shall submit for approval of the CITY's Department of Public Health a revised Appendix A, Description of Services, and a revised Appendix B, Program Budget and Cost Reporting Data Collection form, based on the CITY's allocation of funding for SERVICES for the appropriate fiscal year. CONTRACTOR shall create these Appendices in compliance with the instructions of the Department of Public Health. These Appendices shall apply only to the fiscal year for which they were created. These Appendices shall become part of this Agreement only upon approval by the CITY.

D. The amount for each fiscal year, to be used in Appendix B, Budget and available to CONTRACTOR for that fiscal year shall conform with the Appendix A, Description of Services, and Appendix B, Program Budget and Cost Reporting Data Collection form, as approved by the CITY's Department of Public Health based on the CITY's allocation of funding for SERVICES for that fiscal year.

CONTRACTOR understands that the CITY may need to adjust funding sources and funding allocations and agrees that these needed adjustments will be executed in accordance with Section 3.7 of this Agreement. In event that such funding source or funding allocation is terminated or reduced, this Agreement shall be terminated or proportionately reduced accordingly. In no event will CONTRACTOR be entitled to compensation in excess of these amounts for these periods without there first being a modification of the Agreement or a revision to Appendix B, Budget, as provided for in Section 3.7 section of this Agreement.

(1). Estimated Funding Allocations

Contract Term	Estimated Funding Allocation
July 1, 2018 to June 30, 2019	\$590,198
July 1, 2019 to June 30, 2020	\$990,416
July 1, 2020 to June 30, 2021	\$990,416

FY20-21 CODB (Direct Voucher)	\$29,712
July 1, 2021 to June 30, 2022	\$1,380,073
July 1, 2022 to June 30, 2023	\$2,211,579
July 1, 2023 to June 30, 2024	\$2,316,691
July 1, 2024 to June 30, 2025	\$2,374,608
July 1, 2025 to June 30, 2026	\$2,445,846
July 1, 2026 to June 30, 2027	\$2,519,222
July 1, 2027 to June 30, 2028	\$2,594,798
Subtotal	\$18,443,559
Contingency @ 12% (Jan 1, 2025 to June 30, 2028)	\$1,192,136
Total Revised Not-to-Exceed Amount	\$19,635,695

3. Services of Attorneys

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.

4. State or Federal Medi-Cal Revenues

A. CONTRACTOR understands and agrees that should the CITY’S maximum dollar obligation under this Agreement include State or Federal Medi-Cal revenues, CONTRACTOR shall expend such revenues in the provision of SERVICES to Medi-Cal eligible clients in accordance with CITY, State, and Federal Medi-Cal regulations. Should CONTRACTOR fail to expend budgeted Medi-Cal revenues herein, the CITY’S maximum dollar obligation to CONTRACTOR shall be proportionally reduced in the amount of such unexpended revenues. In no event shall State/Federal Medi-Cal revenues be used for clients who do not qualify for Medi-Cal reimbursement.

B. CONTRACTOR further understands and agrees that any State or Federal Medi-Cal funding in this Agreement subject to authorized Federal Financial Participation (FFP) is an estimate, and actual amounts will be determined based on actual services and actual costs, subject to the total compensation amount shown in this Agreement.”

5. Reports and Services

No costs or charges shall be incurred under this Agreement nor shall any payments become due to CONTRACTOR until reports, SERVICES, or both, required under this Agreement are received from CONTRACTOR and approved by the DIRECTOR as being in accordance with this Agreement. CITY may withhold payment to CONTRACTOR in any instance in which CONTRACTOR has failed or refused to satisfy any material obligation provided for under this Agreement.

Appendix B - DPH 1: Department of Public Health Contract Budget Summary

DHCS Legal Entity Number		01684		Doc Date		05/07/24		Appendix B, Page 1			
Legal Entity Name/Contractor Name		San Francisco AIDS Foundation						Fiscal Year		2024-2025	
Contract ID Number		1000011493						FN Date		Tentative	
Appendix Number		B-1	B-2	B-3	B-4	B-#					
Provider Number		388905	388505	38HS	388505						
Program Name		SFAF-Stonewall Project - SUD	SFAF-Stonewall Project-PROP	SFAF-Stonewall Project-MH	SFAF - Stonewall Project-PROP4All						
Program Code		89051	85051	38HSOP	85051						
Funding Term		7/1/24-6/30/25	7/1/24-6/30/25	7/1/24-6/30/25	7/1/24-6/30/25						
FUNDING USES									TOTAL		
Salaries		\$ 490,457	\$ 107,948	\$ 66,363	\$ 615,947			\$	1,280,714		
Employee Benefits		\$ 132,423	\$ 29,146	\$ 17,918	\$ 166,306			\$	345,793		
Subtotal Salaries & Employee Benefits		\$ 622,880	\$ 137,094	\$ 84,281	\$ 782,253	\$ -		\$	1,626,507		
Operating Expenses		\$ 154,889	\$ 65,136	\$ 16,590	\$ 151,390			\$	388,005		
Subtotal Direct Expenses		\$ 777,769	\$ 202,230	\$ 100,871	\$ 933,643	\$ -		\$	2,014,513		
Indirect Expenses		\$ 116,665	\$ 30,336	\$ 15,132	\$ 140,045			\$	302,178		
Indirect %		15.0%	15.0%	15.0%	15.0%	0.0%			15.0%		
TOTAL FUNDING USES		\$ 894,434	\$ 232,566	\$ 116,003	\$ 1,073,688	\$ -		\$	2,316,691		
							Employee Benefits Rate		27.0%		
BHS MENTAL HEALTH FUNDING SOURCES											
MH Adult Fed SDMC FFP (50%)				\$ 42,000			\$	42,000			
MH Adult County General Fund				\$ 74,003			\$	74,003			
TOTAL BHS MENTAL HEALTH FUNDING SOURCES		\$ -	\$ -	\$ 116,003	\$ -	\$ -		\$	116,003		
BHS SUD FUNDING SOURCES											
SUD County General Fund		\$ 546,097	\$ 232,566					\$	778,663		
SUD State DMC		\$ 87,500					\$	87,500			
SUD Fed DMC FFP, CFDA 93.778		\$ 162,500					\$	162,500			
PBH County Prop C Homeless Services						\$ 1,073,688			\$ 1,073,688		
SUD County Prop C Homeless Services		\$ 98,337					\$	98,337			
TOTAL BHS SUD FUNDING SOURCES		\$ 894,434	\$ 232,566	\$ -	\$ 1,073,688	\$ -		\$	2,200,688		
TOTAL DPH FUNDING SOURCES		\$ 894,434	\$ 232,566	\$ 116,003	\$ 1,073,688	\$ -		\$	2,316,691		
TOTAL FUNDING SOURCES (DPH AND NON-DPH)		\$ 894,434	\$ 232,566	\$ 116,003	\$ 1,073,688	\$ -		\$	2,316,691		
Prepared By					Jenny Hsieh		Phone Number		415-487-3044		

Appendix B - DPH 2: Department of Public Health Cost Reporting/Data Collection (CRDC)

DHCS Legal Entity Number 01684
 Provider Name San Francisco AIDS Foundation
 Provider Number 388905
 Contract ID Number 1000011493

Appendix Number B-1
 Page Number 1
 Fiscal Year 2024-2025
 FN Date Tentative

Program Name		SFAF-Stonewall Project - SUD		
Program Code		89051	89051	
Mode/SFC (MH) or Modality (SUD)		ODS-91	ODS-91	
Service Description		Outpatient Services	Outpatient Services	
Funding Term (mm/dd/yy-mm/dd/yy):		7/1/24-6/30/25	7/1/24-6/30/25	
FUNDING USES				TOTAL
Salaries & Employee Benefits		\$ 589,437	\$ 33,443	\$ 622,880
Operating Expenses		\$ 102,822	\$ 52,067	\$ 154,889
Subtotal Direct Expenses		\$ 692,259	\$ 85,510	\$ -
Indirect Expenses		\$ 103,839	\$ 12,827	\$ 116,665
Indirect %		15.0%	15.0%	0.0%
TOTAL FUNDING USES		\$ 796,098	\$ 98,337	\$ -
BHS SUD FUNDING SOURCES		Dept-Auth-Proj-Activity		
SUD County General Fund	240646-10000-10001681-0003	\$ 546,097		\$ 546,097
SUD State DMC	240646-10000-10001681-0003	\$ 87,500		\$ 87,500
SUD Fed DMC FFP, CFDA 93.778	240646-10000-10001681-0003	\$ 162,500		\$ 162,500
SUD County Prop C Homeless Services	10582-240646-21531-10040023-0001	\$ -	\$ 98,337	\$ 98,337
TOTAL BHS SUD FUNDING SOURCES		\$ 796,097	\$ 98,337	\$ -
TOTAL DPH FUNDING SOURCES		\$ 796,097	\$ 98,337	\$ -
TOTAL FUNDING SOURCES (DPH AND NON-DPH)		796,097	98,337	-
BHS UNITS OF SERVICE AND UNIT COST				
Payment Method		Cost Reimbursement	Cost Reimbursement	
DPH Units of Service/ Hours to Bill (LOE)		1,454.28	179.64	
Unit Type		Staff Hour	Staff Hour	0
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES Only)		\$ 547.42	\$ 547.42	\$ -
Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES)		\$ 547.42	\$ 547.42	\$ -
Published Rate (Medi-Cal Providers Only)		\$ 547.42	\$ 547.42	
Unduplicated Clients (UDC)		75	75	Total UDC 75

Appendix B - DPH 3: Salaries & Employee Benefits Detail

Contract ID Number 1000011493

Outpatient Services Only

Appendix Number B-1

Program Name SFAF-Stonewall Project - SUD

Page Number 3

Program Code 89051

Fiscal Year 2024-2025

SUD County Prop C
Homeless Services

FN Date Tentative

Funding Term	7/1/24-6/30/25		Practitioner Type <i>Use the dropdown to select the</i>	Portion of FTE Providing <i>Include all billable</i>	Portion of FTE Providing Program <i>Include only time</i>	FY23/24 Level of Effort (LOE) Target <i>LOE Formula:</i>	240646-10000-10001681-0003		10582-240646-21531-10040023-0001		Dept-Auth-Proj-Activity		Dept-Auth-Proj-Activity	
	FTE	Salaries					FTE	Salaries	FTE	Salaries	(mm/dd/yy-mm/dd/yy):		(mm/dd/yy-mm/dd/yy):	
Counselor I	4.60	\$ 383,193	LPHA (MFT, LCSW, LPCC)/ Int	1.84	2.76	1,354.24	4.60	\$ 383,193						
Clinical Supervisor	0.60	\$ 52,380	LPHA (MFT, LCSW, LPCC)/ Int	0.24	0.36	176.64	0.60	\$ 52,380						
Sr. Director, STW Project	0.05	\$ 8,037	LPHA (MFT, LCSW, LPCC)/ Int	0.02	0.03	14.72	0.05	\$ 8,037						
Director, Counseling Services	0.30	\$ 20,514	LPHA (MFT, LCSW, LPCC)/ Int	0.12	0.18	88.32	0.30	\$ 20,514						
SUD Case Manager/ Linkage Navigator	0.33	\$ 26,333	No DHCS Practitioner type applies. Non-billable		0.33	-	0.00	\$ -	0.33	\$ 26,333				
0	0.00	\$ -				-	0.00	\$ -						
0	0.00	\$ -				-	0.00	\$ -						
Totals:	5.88	\$ 490,457		2.22	3.66	1,633.92	5.55	\$ 464,123	0.33	\$ 26,333.33	0.00	\$ -	0.00	\$ -
Employee Benefits:	27.00%	\$ 132,423					27.00%	\$ 125,313	27.00%	\$ 7,110	0.00%		0.00%	
TOTAL SALARIES & BENEFITS		\$ 622,880						\$ 589,436		\$ 33,443.00		\$ -		\$ -

Appendix B - DPH 4: Operating Expenses Detail

Contract ID Number 1000011493
 Program Name SFAF-Stonewall Project - SUD
 Program Code 89051

Appendix Number B-1
 Page Number 4
 Fiscal Year 2024-2025
 FN Date Tentative

**SUD County Prop C
Homeless Services**

Expense Categories & Line Items	TOTAL	240646-10000-10001681-0003	10582-240646-21531-10040023-0001	Dept-Auth-Proj-Activity
Funding Term	7/1/24-6/30/25	7/1/24-6/30/25	7/1/23-6/30/24	(mm/dd/yy-mm/dd/yy):
Rent	\$ 84,888	\$ 77,356	\$ 7,532	
Utilities (telephone, electricity, water, gas)	\$ 4,637	\$ 4,637		
	\$ -			
Occupancy Total:	\$ 89,525	\$ 81,993	\$ 7,532	\$ -
Office Supplies/Postage	\$ 11,004	\$ 11,004		
Program Supplies	\$ 33,699	\$ -	\$ 33,699	
	\$ -			
	\$ -			
Materials & Supplies Total:	\$ 44,703	\$ 11,004	\$ 33,699	\$ -
Insurance	\$ 3,144	\$ 3,144		
Storage: Client Records	\$ 393	\$ 393		
Equipment Lease/Maint	\$ 6,288	\$ 6,288		
Staff Training	\$ 10,836	\$ -	\$ 10,836	
	\$ -			
General Operating Total:	\$ 20,661	\$ 9,825	\$ 10,836	\$ -
TOTAL OPERATING EXPENSE	\$ 154,889	\$ 102,822	\$ 52,067	\$ -

Appendix B - DPH 2: Department of Public Health Cost Reporting/Data Collection (CRDC)

DHCS Legal Entity Number 01684		Appendix Number B-2	
Provider Name 01684		Page Number 1	
Provider Number 388905		Fiscal Year 2024-2025	
Contract ID Number 1000011493		Funding Notification Date Tentative	
Program Name	SFAF-Stonewall Project-PROP		
Program Code	85051		
Mode/SFC (MH) or Modality (SUD)	SecPrev-19		
Service Description	SA-Sec Prev Outreach		
Funding Term (mm/dd/yy-mm/dd/yy):	7/1/24-6/30/25		
FUNDING USES			TOTAL
Salaries & Employee Benefits	\$ 137,094		\$ 137,094
Operating Expenses	\$ 65,136		\$ 65,136
Subtotal Direct Expenses	\$ 202,230	\$ -	\$ 202,230
Indirect Expenses	\$ 30,336		\$ 30,336
Indirect %	15.0%	0.0%	15.0%
TOTAL FUNDING USES	\$ 232,566	\$ -	\$ 232,566
BHS SUD FUNDING SOURCES	Dept-Auth-Proj-Activity		
SUD County General Fund	240646-10000-10001681-0003	\$ 232,566	\$ 232,566
			\$ -
			\$ -
This row left blank for funding sources not in drop-down list			\$ -
TOTAL BHS SUD FUNDING SOURCES		\$ 232,566	\$ -
TOTAL DPH FUNDING SOURCES		\$ 232,566	\$ -
TOTAL FUNDING SOURCES (DPH AND NON-DPH)		232,566	-
BHS UNITS OF SERVICE AND UNIT COST			
Payment Method	Cost Reimbursement		
DPH Units of Service/ Hours to Bill (LOE)	927		
Unit Type	Hours	0	
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES Only)	\$ 250.88	\$ -	
Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES)	\$ 250.88	\$ -	
Published Rate (Medi-Cal Providers Only)	\$ 250.88		Total UDC
Unduplicated Clients (UDC)	45		45

Appendix B - DPH 3: Salaries & Employee Benefits Detail

Contract ID Number 1000011493
 Program Name SFAF-Stonewall Project-PROP
 Program Code 85051

Appendix Number B-2
 Page Number 2
 Fiscal Year 2024-2025
 Funding Notification Date Tentative

	TOTAL		240646-10000-10001681-0003		Dept-Auth-Proj-Activity		Dept-Auth-Proj-Activity	
Funding Term	7/1/24-6/30/25		7/1/24-6/30/25		(mm/dd/yy-mm/dd/yy):		(mm/dd/yy-mm/dd/yy):	
Position Title	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries
Associate Director, Contingency Managemer	0.50	\$ 59,846	0.50	\$ 59,846				
Counselor / PROP Coordinator	0.15	\$ 13,489	0.15	\$ 13,489				
PROP Health Educator Asst	0.50	\$ 34,613	0.50	\$ 34,613				
	0.00	\$ -						
Totals:	1.15	\$ 107,948	1.15	\$ 107,948	0.00	\$ -	0.00	\$ -
Employee Benefits:	27.00%	\$ 29,146	27.00%	\$ 29,146	0.00%		0.00%	
TOTAL SALARIES & BENEFITS		\$ 137,094		\$ 137,094		\$ -		\$ -

Appendix B - DPH 4: Operating Expenses Detail

Contract ID Number 1000011493
 Program Name SFAF-Stonewall Project-PROP
 Program Code 85051

Appendix Number B-2
 Page Number 3
 Fiscal Year 2024-2025
 Funding Notification Date Tentative

Expense Categories & Line Items	TOTAL	240646-10000-10001681-0003	Dept-Auth-Proj-Activity	Dept-Auth-Proj-Activity
Funding Term	7/1/24-6/30/25	7/1/24-6/30/25	(mm/dd/yy-mm/dd/yy):	(mm/dd/yy-mm/dd/yy):
Rent	\$ 14,904.00	\$ 14,904.00		
Utilities (telephone, electricity, water, gas)	\$ 814.00	\$ 814.00		
	\$ -			
Occupancy Total:	\$ 15,718.00	\$ 15,718.00	\$ -	\$ -
Office Supplies/Postage	\$ 1,933.00	\$ 1,933.00		
Program Supplies	\$ 45,760.00	\$ 45,760.00		
	\$ -	\$ -		
	\$ -			
Materials & Supplies Total:	\$ 47,693.00	\$ 47,693.00	\$ -	\$ -
Insurance	\$ 552.00	\$ 552.00		
Storage: Client Records	\$ 69.00	\$ 69.00		
Equipment Lease/Maint	\$ 1,104.00	\$ 1,104.00		
	\$ -			
	\$ -			
General Operating Total:	\$ 1,725.00	\$ 1,725.00	\$ -	\$ -
TOTAL OPERATING EXPENSE	\$ 65,136.00	\$ 65,136.00	\$ -	\$ -

Appendix B - DPH 2: Department of Public Health Cost Reporting/Data Collection (CRDC)

DHCS Legal Entity Number 01684		Appendix Number B-3	
Provider Name 01684		Page Number 1	
Provider Number 388905		Fiscal Year 2024-2025	
Contract ID Number 1000011493		FN Date Tentative	
Program Name	SFAF-Stonewall Project-MH		
Program Code	38HSOP		
Mode/SFC (MH) or Modality (SUD)	15		
Service Description	Outpatient Services		
Funding Term (mm/dd/yy-mm/dd/yy):	7/1/24-6/30/25		
FUNDING USES			TOTAL
Salaries & Employee Benefits	\$ 84,281		\$ 84,281
Operating Expenses	\$ 16,590		\$ 16,590
Indirect Expenses	\$ 100,871	\$ -	\$ 100,871
	\$ 15,132		\$ 15,132
Indirect %	15.0%	0.0%	15.0%
TOTAL FUNDING USES	\$ 116,003	\$ -	\$ 116,003
BHS MENTAL HEALTH FUNDING SOURCES	Dept-Auth-Proj-Activity		
MH Adult Fed SDMC FFP (50%)	251984-10000-10001792-0001	\$ 42,000	\$ 42,000
MH Adult County General Fund	251984-10000-10001792-0001	\$ 74,003	\$ 74,003
			\$ -
			\$ -
This row left blank for funding sources not in drop-down list			\$ -
TOTAL BHS MENTAL HEALTH FUNDING SOURCES		\$ 116,003	\$ -
TOTAL DPH FUNDING SOURCES		\$ 116,003	\$ -
TOTAL FUNDING SOURCES (DPH AND NON-DPH)		116,003	-
BHS UNITS OF SERVICE AND UNIT COST			
Payment Method	Reimbursement (CR)		
DPH Units of Service/ Hours to Bill (LOE)	227		
Unit Type	Staff Hour		0
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES Only)	\$ 511.03	\$ -	
Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES)	\$ 511.03	\$ -	
Published Rate (Medi-Cal Providers Only)	\$ 511.03		Total UDC
Unduplicated Clients (UDC)	15		15

Appendix B - DPH 3: Salaries & Employee Benefits Detail

Outpatient Services Only

Appendix Number B-3
 Page Number 3
 Fiscal Year 2024-2025
 FN Date Tentative

Contract ID Number 1000011493
 Program Name SFAF-Stonewall Project-MH
 Program Code 38HSOP

Funding Term	Total Budgeted	Total Budgeted Salaries	Practitioner Type	Portion of FTE Providing	Portion of FTE Providing Program	FY23/24 Level of Effort (LOE) Target	251984-10000-10001792-0001		Dept-Auth-Proj-Activity		Dept-Auth-Proj-Activity	
			Use the dropdown to select the	Include all billable	Include only time	LOE Formula: Column			(mm/dd/yy-mm/dd/yy):	(mm/dd/yy-mm/dd/yy):		
Position Title	FTE	Salaries					FTE	Salaries	FTE	Salaries	FTE	Salaries
7/1/24-6/30/25							7/1/24-6/30/25					
Assoc Director of Clin Ops	0.15	\$ 17,954	LPHA (MFT, LCSW, LPCC)/ Inte	0.06	0.09	44.16	0.15	17,954				
Counselor I	0.62	\$ 48,409	LPHA (MFT, LCSW, LPCC)/ Inte	0.25	0.37	182.53	0.62	48,409				
0	0.00	\$ -				-	0.00	-				
Totals:	0.77	\$ 66,363		0.31	0.46	226.69	0.77	66,363	0.00	\$ -	0.00	\$ -
Employee Benefits:	27.00%	\$ 17,918					27.00%	17,918	0.00%		0.00%	
TOTAL SALARIES & BENEFITS		\$ 84,281						84,281		\$ -		\$ -

Appendix B - DPH 4: Operating Expenses Detail

Contract ID Number 1000011493

Program Name SFAF-Stonewall Project-MH

Program Code 38HSOP

Appendix Number B-3

Page Number 4

Fiscal Year 2024-2025

FN Date Tentative

Expense Categories & Line Items	TOTAL	251984-10000-10001792-0001	Dept-Auth-Proj-Activity	Dept-Auth-Proj-Activity
Funding Term	7/1/24-6/30/25	7/1/24-6/30/25	(mm/dd/yy-mm/dd/yy)	(mm/dd/yy-mm/dd/yy)
Rent	\$ 9,979.00	\$ 9,979.00		
Utilities (telephone, electricity, water, gas)	\$ 545.00	\$ 545.00		
	\$ -			
Occupancy Total:	\$ 10,524.00	\$ 10,524.00	\$ -	\$ -
Office Supplies/Postage	\$ 1,294.00	\$ 1,294.00		
Program Supplies	\$ 3,616.00	\$ 3,616.00		
	\$ -			
	\$ -			
Materials & Supplies Total:	\$ 4,910.00	\$ 4,910.00	\$ -	\$ -
Insurance	\$ 370.00	\$ 370.00		
Storage: Client Records	\$ 46.00	\$ 46.00		
Equipment Lease/Maint	\$ 740.00	\$ 740.00		
	\$ -			
	\$ -			
General Operating Total:	\$ 1,156.00	\$ 1,156.00	\$ -	\$ -
Local Travel	\$ -			
Out-of-Town Travel	\$ -			
Field Expenses	\$ -			
Staff Travel Total:	\$ -	\$ -	\$ -	\$ -
Consultant/Subcontractor (Provide Consultant/Subcontracting Agency Name, Service Detail w/Dates, Hourly Rate and Amounts)	\$ -			
	\$ -			
Consultant/Subcontractor Total:	\$ -	\$ -	\$ -	\$ -
Other (provide detail):	\$ -			
	\$ -			
Other Total:	\$ -	\$ -	\$ -	\$ -
TOTAL OPERATING EXPENSE	\$ 16,590.00	\$ 16,590.00	\$ -	\$ -

Appendix B - DPH 2: Department of Public Health Cost Reporting/Data Collection (CRDC)

DHCS Legal Entity Number 01684		Appendix Number B-4	
Provider Name 01684		Page Number 1	
Provider Number 388905		Fiscal Year 2024-2025	
Contract ID Number 1000011493		FN Date Tentative	
Program Name		SFAF - Stonewall Project-PROP4All	
Program Code		85051	
Mode/SFC (MH) or Modality (SUD)		SecPrev-19	
Service Description		SA-Sec Prev Outreach	
Funding Term (mm/dd/yy-mm/dd/yy):		7/1/24-6/30/25	
FUNDING USES			TOTAL
Salaries & Employee Benefits	\$ 782,253		\$ 782,253
Operating Expenses	\$ 151,390		\$ 151,390
Subtotal Direct Expenses	\$ 933,643	\$ -	\$ 933,643
Indirect Expenses	\$ 140,045		\$ 140,045
Indirect %	15.0%	0.0%	15.0%
TOTAL FUNDING USES	\$ 1,073,688	\$ -	\$ 1,073,688
BHS SUD FUNDING SOURCES	Dept-Auth-Proj-Activity		
PBH County Prop C Homeless Services	10582-210822-21531-10037491-0001	\$ 1,073,688	\$ 1,073,688
			\$ -
			\$ -
			\$ -
TOTAL BHS SUD FUNDING SOURCES		\$ 1,073,688	\$ -
TOTAL DPH FUNDING SOURCES		\$ 1,073,688	\$ -
TOTAL FUNDING SOURCES (DPH AND NON-DPH)		1,073,688	-
BHS UNITS OF SERVICE AND UNIT COST			
Payment Method	Reimbursement		
DPH Units of Service/ Hours to Bill (LOE)	3,000		
Unit Type	hour	0	
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES Only)	\$ 357.90	\$ -	
Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES)	\$ 357.90	\$ -	
Published Rate (Medi-Cal Providers Only)	\$ 357.90		Total UDC
Unduplicated Clients (UDC)	100		

Appendix B - DPH 3: Salaries & Employee Benefits Detail

Contract ID Number 1000011493
 Program Name SFAF - Stonewall Project-PROP4All
 Program Code 85051

Appendix Number B-4
 Page Number 2
 Fiscal Year 2024-2025
 Funding Notification Date Tentative

	TOTAL		10582-210822-21531-10037491-0001		Dept-Auth-Proj-Activity		Dept-Auth-Proj-Activity	
Funding Term	7/1/24-6/30/25		7/1/24-6/30/25		(mm/dd/yy-mm/dd/yy):		(mm/dd/yy-mm/dd/yy):	
Position Title	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries
MAT Coordinator	2.00	\$ 124,596	2.00	124,596				
Health Educator I	4.50	\$ 297,794	4.50	297,794				
Mobile Contingency Management	0.50	\$ 44,963	0.50	44,963				
Registered Nurse	1.00	\$ 118,793	1.00	118,793				
BHS SUD Manager	0.27	\$ 21,764	0.27	21,764				
Sr. Director of Stonewall	0.05	\$ 8,037	0.05	8,037				
	0.00	\$ -						
Totals:	8.32	\$ 615,947	8.32	615,947	0.00	\$ -	0.00	\$ -
Employee Benefits:	27.00%	\$ 166,306	27.00%	166,306	0.00%		0.00%	
TOTAL SALARIES & BENEFITS		\$ 782,253		782,253		\$ -		\$ -

Appendix B - DPH 4: Operating Expenses Detail

Contract ID Number 1000011493
 Program Name SFAF - Stonewall Project-PROP4All
 Program Code 85051

Appendix Number B-4
 Page Number 3
 Fiscal Year 2024-2025
 Funding Notification Date Tentative

Expense Categories & Line Items	TOTAL	10582-210822-21531-10037491-0001	Dept-Auth-Proj-Activity	Dept-Auth-Proj-Activity
Funding Term	7/1/24-6/30/25	7/1/24-6/30/25	(mm/dd/yy-mm/dd/yy)	(mm/dd/yy-mm/dd/yy):
Rent	\$ 107,806.00	\$ 107,806.00		
Utilities (telephone, electricity, water, gas)	\$ 4,991.00	\$ 4,991.00		
	\$ -			
Occupancy Total:	\$ 112,797.00	\$ 112,797.00	\$ -	\$ -
Office Supplies/Postage	\$ 9,982.00	\$ 9,982.00		
Program Supllies	\$ 13,833.00	\$ 13,833.00		
Training	\$ 2,300.00	\$ 2,300.00		
	\$ -			
Materials & Supplies Total:	\$ 26,115.00	\$ 26,115.00	\$ -	\$ -
Insurance	\$ 3,993.00	\$ 3,993.00		
Storage: Client Records	\$ 499.00	\$ 499.00		
Equipment Lease/Maint	\$ 7,986.00	\$ 7,986.00		
	\$ -			
	\$ -			
General Operating Total:	\$ 12,478.00	\$ 12,478.00	\$ -	\$ -
TOTAL OPERATING EXPENSE	\$ 151,390.00	\$ 151,390.00	\$ -	\$ -

Appendix B - DPH 6: Contract-Wide Indirect Detail

Contractor Name San Francisco AIDS Foundation

Page Number _____

Contract ID Number 1000011493

Fiscal Year 2024-2025

Funding Notification Date Tentative

1. SALARIES & EMPLOYEE BENEFITS

Position Title	FTE	Amount
Chief Executive Officer	0.06	\$20,268
Chief Financial Officer	0.06	\$13,920
Controller #1	0.06	\$11,160
Controller #2	0.06	\$9,840
Assistant Controller	0.06	\$7,680
Senior Accountant	0.06	\$5,624
Accounts Payable Accountant	0.06	\$4,979
Budget Director	0.06	\$10,860
Budget Analyst	0.06	\$6,470
Budget Analyst	0.06	\$6,758
Budget Analyst	0.06	\$6,758
Dir Facilities	0.06	\$6,060
Facilities Manager	0.06	\$6,229
Office Services Coordinator	0.06	\$3,900
Facilities Coordinator	0.06	\$5,400
VP IT	0.06	\$11,916
IT Manager	0.06	\$8,915
Information Systems Manager	0.06	\$11,400
IT Desktop Associate	0.06	\$6,000
IT Desktop Associate	0.06	\$6,000
Chief Talent Culture Officer	0.06	\$13,920
HR Director	0.06	\$9,931
HR Generalist	0.06	\$5,242
HR Coordinator	0.06	\$4,260
General Counsel & Vice President, Business Strategy	0.06	\$12,000

Subtotal:	1.50		\$215,490
Employee Benefits:	27.0%	\$	58,182
Total Salaries and Employee Benefits:		\$	273,672

2. OPERATING COSTS

Expenses (Use expense account name in the ledger.)	Amount
Audit (Approx 20% of total cost)	\$16,347
Security services (evening security, building lobby)	\$12,159
Total Operating Costs	\$ 28,506

Total Indirect Costs	\$ 302,178
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Total Indirect from DPH 1:	\$	302,178
	\$	-

Appendix B - DPH 1: Department of Public Health Contract Budget Summary

DHCS Legal Entity Number		01684		Doc Date		05/07/24		Appendix B, Page 1			
Legal Entity Name/Contractor Name		San Francisco AIDS Foundation						Fiscal Year		2024-2025	
Contract ID Number		1000011493						FN Date		Tentative	
Appendix Number		B-1	B-2	B-3	B-4	B-#					
Provider Number		388905	388505	38HS	388505						
Program Name		SFAF-Stonewall Project - SUD	SFAF-Stonewall Project-PROP	SFAF-Stonewall Project-MH	SFAF - Stonewall Project-PROP4All						
Program Code		89051	85051	38HSOP	85051						
Funding Term		7/1/24-6/30/25	7/1/24-6/30/25	7/1/24-6/30/25	7/1/24-6/30/25						
FUNDING USES								TOTAL			
Salaries		\$ 490,457	\$ 107,948	\$ 66,363	\$ 615,947			\$ 1,280,714			
Employee Benefits		\$ 132,423	\$ 29,146	\$ 17,918	\$ 166,306			\$ 345,793			
Subtotal Salaries & Employee Benefits		\$ 622,880	\$ 137,094	\$ 84,281	\$ 782,253	\$ -		\$ 1,626,507			
Operating Expenses		\$ 154,889	\$ 65,136	\$ 16,590	\$ 151,390			\$ 388,005			
Subtotal Direct Expenses		\$ 777,769	\$ 202,230	\$ 100,871	\$ 933,643	\$ -		\$ 2,014,513			
Indirect Expenses		\$ 116,665	\$ 30,336	\$ 15,132	\$ 140,045			\$ 302,178			
Indirect %		15.0%	15.0%	15.0%	15.0%	0.0%		15.0%			
TOTAL FUNDING USES		\$ 894,434	\$ 232,566	\$ 116,003	\$ 1,073,688	\$ -		\$ 2,316,691			
						Employee Benefits Rate		27.0%			
BHS MENTAL HEALTH FUNDING SOURCES											
MH Adult Fed SDMC FFP (50%)				\$ 42,000				\$ 42,000			
MH Adult County General Fund				\$ 74,003				\$ 74,003			
TOTAL BHS MENTAL HEALTH FUNDING SOURCES		\$ -	\$ -	\$ 116,003	\$ -	\$ -		\$ 116,003			
BHS SUD FUNDING SOURCES											
SUD County General Fund		\$ 546,097	\$ 232,566					\$ 778,663			
SUD State DMC		\$ 87,500						\$ 87,500			
SUD Fed DMC FFP, CFDA 93.778		\$ 162,500						\$ 162,500			
PBH County Prop C Homeless Services					\$ 1,073,688			\$ 1,073,688			
SUD County Prop C Homeless Services		\$ 98,337						\$ 98,337			
TOTAL BHS SUD FUNDING SOURCES		\$ 894,434	\$ 232,566	\$ -	\$ 1,073,688	\$ -		\$ 2,200,688			
TOTAL DPH FUNDING SOURCES		\$ 894,434	\$ 232,566	\$ 116,003	\$ 1,073,688	\$ -		\$ 2,316,691			
TOTAL FUNDING SOURCES (DPH AND NON-DPH)		\$ 894,434	\$ 232,566	\$ 116,003	\$ 1,073,688	\$ -		\$ 2,316,691			
Prepared By		Jenny Hsieh				Phone Number		415-487-3044			

Appendix B - DPH 2: Department of Public Health Cost Reporting/Data Collection (CRDC)

DHCS Legal Entity Number 01684
 Provider Name San Francisco AIDS Foundation
 Provider Number 388905
 Contract ID Number 1000011493

Appendix Number B-1
 Page Number 1
 Fiscal Year 2024-2025
 FN Date Tentative

Program Name		SFAF-Stonewall Project - SUD		
Program Code		89051	89051	
Mode/SFC (MH) or Modality (SUD)		ODS-91	ODS-91	
Service Description		Outpatient Services	Outpatient Services	
Funding Term (mm/dd/yy-mm/dd/yy):		7/1/24-6/30/25	7/1/24-6/30/25	
FUNDING USES				TOTAL
Salaries & Employee Benefits		\$ 589,437	\$ 33,443	\$ 622,880
Operating Expenses		\$ 102,822	\$ 52,067	\$ 154,889
Subtotal Direct Expenses		\$ 692,259	\$ 85,510	\$ -
Indirect Expenses		\$ 103,839	\$ 12,827	\$ 116,665
Indirect %		15.0%	15.0%	0.0%
TOTAL FUNDING USES		\$ 796,098	\$ 98,337	\$ -
BHS SUD FUNDING SOURCES		Dept-Auth-Proj-Activity		
SUD County General Fund	240646-10000-10001681-0003	\$ 546,097		\$ 546,097
SUD State DMC	240646-10000-10001681-0003	\$ 87,500		\$ 87,500
SUD Fed DMC FFP, CFDA 93.778	240646-10000-10001681-0003	\$ 162,500		\$ 162,500
SUD County Prop C Homeless Services	10582-240646-21531-10040023-0001	\$ -	\$ 98,337	\$ 98,337
TOTAL BHS SUD FUNDING SOURCES		\$ 796,097	\$ 98,337	\$ -
TOTAL DPH FUNDING SOURCES		\$ 796,097	\$ 98,337	\$ -
TOTAL FUNDING SOURCES (DPH AND NON-DPH)		796,097	98,337	-
BHS UNITS OF SERVICE AND UNIT COST				
Payment Method		Cost Reimbursement	Cost Reimbursement	
DPH Units of Service/ Hours to Bill (LOE)		1,454.28	179.64	
Unit Type		Staff Hour	Staff Hour	0
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES Only)		\$ 547.42	\$ 547.42	\$ -
Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES)		\$ 547.42	\$ 547.42	\$ -
Published Rate (Medi-Cal Providers Only)		\$ 547.42	\$ 547.42	
Unduplicated Clients (UDC)		75	75	75

Appendix B - DPH 3: Salaries & Employee Benefits Detail

Contract ID Number 1000011493
 Program Name SFAF-Stonewall Project - SUD
 Program Code 89051

Outpatient Services Only

Appendix Number B-1
 Page Number 3
 Fiscal Year 2024-2025
 FN Date Tentative

**SUD County Prop C
 Homeless Services**

	Total Budgeted	Total Budgeted Salaries	Practitioner Type	Portion of FTE Providing	Portion of FTE Providing Program	FY23/24 Level of Effort (LOE) Target	240646-10000-10001681-0003	10582-240646-21531-10040023-0001	Dept-Auth-Proj-Activity		Dept-Auth-Proj-Activity	
Funding Term	7/1/24-6/30/25		Use the dropdown to select the	Include all billable	Include only time	LOE Formula:	7/1/24-6/30/25	7/1/23-6/30/24	(mm/dd/yy-mm/dd/yy):		(mm/dd/yy-mm/dd/yy):	
Position Title	FTE	Salaries					FTE	Salaries	FTE	Salaries	FTE	Salaries
Counselor I	4.60	\$ 383,193	LPHA (MFT, LCSW, LPCC)/ Int	1.84	2.76	1,354.24	4.60	\$ 383,193				
Clinical Supervisor	0.60	\$ 52,380	LPHA (MFT, LCSW, LPCC)/ Int	0.24	0.36	176.64	0.60	\$ 52,380				
Sr. Director, STW Project	0.05	\$ 8,037	LPHA (MFT, LCSW, LPCC)/ Int	0.02	0.03	14.72	0.05	\$ 8,037				
Director, Counseling Services	0.30	\$ 20,514	LPHA (MFT, LCSW, LPCC)/ Int	0.12	0.18	88.32	0.30	\$ 20,514				
SUD Case Manager/ Linkage Navigator	0.33	\$ 26,333	No DHCS Practitioner type applies. Non-billable		0.33	-	0.00	\$ -	0.33	\$ 26,333		
0	0.00	\$ -				-	0.00	\$ -				
0	0.00	\$ -				-	0.00	\$ -				
Totals:	5.88	\$ 490,457		2.22	3.66	1,633.92	5.55	\$ 464,123	0.33	\$ 26,333.33	0.00	\$ -
Employee Benefits:	27.00%	\$ 132,423					27.00%	\$ 125,313	27.00%	\$ 7,110	0.00%	\$ -
TOTAL SALARIES & BENEFITS		\$ 622,880						\$ 589,436		\$ 33,443.00	\$ -	\$ -

Appendix B - DPH 4: Operating Expenses Detail

Contract ID Number 1000011493
 Program Name SFAF-Stonewall Project - SUD
 Program Code 89051

Appendix Number B-1
 Page Number 4
 Fiscal Year 2024-2025
 FN Date Tentative

**SUD County Prop C
Homeless Services**

Expense Categories & Line Items	TOTAL	240646-10000-10001681-0003	10582-240646-21531-10040023-0001	Dept-Auth-Proj-Activity
Funding Term	7/1/24-6/30/25	7/1/24-6/30/25	7/1/23-6/30/24	(mm/dd/yy-mm/dd/yy):
Rent	\$ 84,888	\$ 77,356	\$ 7,532	
Utilities (telephone, electricity, water, gas)	\$ 4,637	\$ 4,637		
	\$ -			
Occupancy Total:	\$ 89,525	\$ 81,993	\$ 7,532	\$ -
Office Supplies/Postage	\$ 11,004	\$ 11,004		
Program Supplies	\$ 33,699	\$ -	\$ 33,699	
	\$ -			
	\$ -			
Materials & Supplies Total:	\$ 44,703	\$ 11,004	\$ 33,699	\$ -
Insurance	\$ 3,144	\$ 3,144		
Storage: Client Records	\$ 393	\$ 393		
Equipment Lease/Maint	\$ 6,288	\$ 6,288		
Staff Training	\$ 10,836	\$ -	\$ 10,836	
	\$ -			
General Operating Total:	\$ 20,661	\$ 9,825	\$ 10,836	\$ -
TOTAL OPERATING EXPENSE	\$ 154,889	\$ 102,822	\$ 52,067	\$ -

Appendix B - DPH 2: Department of Public Health Cost Reporting/Data Collection (CRDC)

DHCS Legal Entity Number 01684		Appendix Number B-2	
Provider Name 01684		Page Number 1	
Provider Number 388905		Fiscal Year 2024-2025	
Contract ID Number 1000011493		Funding Notification Date Tentative	
Program Name	SFAF-Stonewall Project-PROP		
Program Code	85051		
Mode/SFC (MH) or Modality (SUD)	SecPrev-19		
Service Description	SA-Sec Prev Outreach		
Funding Term (mm/dd/yy-mm/dd/yy):	7/1/24-6/30/25		
FUNDING USES			TOTAL
Salaries & Employee Benefits	\$ 137,094		\$ 137,094
Operating Expenses	\$ 65,136		\$ 65,136
Subtotal Direct Expenses	\$ 202,230	\$ -	\$ 202,230
Indirect Expenses	\$ 30,336		\$ 30,336
Indirect %	15.0%	0.0%	15.0%
TOTAL FUNDING USES	\$ 232,566	\$ -	\$ 232,566
BHS SUD FUNDING SOURCES	Dept-Auth-Proj-Activity		
SUD County General Fund	240646-10000-10001681-0003	\$ 232,566	\$ 232,566
			\$ -
			\$ -
This row left blank for funding sources not in drop-down list			\$ -
TOTAL BHS SUD FUNDING SOURCES		\$ 232,566	\$ -
TOTAL DPH FUNDING SOURCES		\$ 232,566	\$ -
TOTAL FUNDING SOURCES (DPH AND NON-DPH)		232,566	-
BHS UNITS OF SERVICE AND UNIT COST			
Payment Method	Cost Reimbursement		
DPH Units of Service/ Hours to Bill (LOE)	927		
Unit Type	Hours	0	
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES Only)	\$ 250.88	\$ -	
Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES)	\$ 250.88	\$ -	
Published Rate (Medi-Cal Providers Only)	\$ 250.88		Total UDC
Unduplicated Clients (UDC)	45		45

Appendix B - DPH 3: Salaries & Employee Benefits Detail

Contract ID Number 1000011493
 Program Name SFAF-Stonewall Project-PROP
 Program Code 85051

Appendix Number B-2
 Page Number 2
 Fiscal Year 2024-2025
 Funding Notification Date Tentative

	TOTAL		240646-10000-10001681-0003		Dept-Auth-Proj-Activity		Dept-Auth-Proj-Activity	
Funding Term	7/1/24-6/30/25		7/1/24-6/30/25		(mm/dd/yy-mm/dd/yy):		(mm/dd/yy-mm/dd/yy):	
Position Title	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries
Associate Director, Contingency Managemer	0.50	\$ 59,846	0.50	\$ 59,846				
Counselor / PROP Coordinator	0.15	\$ 13,489	0.15	\$ 13,489				
PROP Health Educator Asst	0.50	\$ 34,613	0.50	\$ 34,613				
	0.00	\$ -						
Totals:	1.15	\$ 107,948	1.15	\$ 107,948	0.00	\$ -	0.00	\$ -
Employee Benefits:	27.00%	\$ 29,146	27.00%	\$ 29,146	0.00%		0.00%	
TOTAL SALARIES & BENEFITS		\$ 137,094		\$ 137,094		\$ -		\$ -

Appendix B - DPH 4: Operating Expenses Detail

Contract ID Number 1000011493
 Program Name SFAF-Stonewall Project-PROP
 Program Code 85051

Appendix Number B-2
 Page Number 3
 Fiscal Year 2024-2025
 Funding Notification Date Tentative

Expense Categories & Line Items	TOTAL	240646-10000-10001681-0003	Dept-Auth-Proj-Activity	Dept-Auth-Proj-Activity
Funding Term	7/1/24-6/30/25	7/1/24-6/30/25	(mm/dd/yy-mm/dd/yy):	(mm/dd/yy-mm/dd/yy):
Rent	\$ 14,904.00	\$ 14,904.00		
Utilities (telephone, electricity, water, gas)	\$ 814.00	\$ 814.00		
	\$ -			
Occupancy Total:	\$ 15,718.00	\$ 15,718.00	\$ -	\$ -
Office Supplies/Postage	\$ 1,933.00	\$ 1,933.00		
Program Supplies	\$ 45,760.00	\$ 45,760.00		
	\$ -	\$ -		
	\$ -			
Materials & Supplies Total:	\$ 47,693.00	\$ 47,693.00	\$ -	\$ -
Insurance	\$ 552.00	\$ 552.00		
Storage: Client Records	\$ 69.00	\$ 69.00		
Equipment Lease/Maint	\$ 1,104.00	\$ 1,104.00		
	\$ -			
	\$ -			
General Operating Total:	\$ 1,725.00	\$ 1,725.00	\$ -	\$ -
TOTAL OPERATING EXPENSE	\$ 65,136.00	\$ 65,136.00	\$ -	\$ -

Appendix B - DPH 2: Department of Public Health Cost Reporting/Data Collection (CRDC)

DHCS Legal Entity Number 01684		Appendix Number B-3	
Provider Name 01684		Page Number 1	
Provider Number 388905		Fiscal Year 2024-2025	
Contract ID Number 1000011493		FN Date Tentative	
Program Name		SFAF-Stonewall Project-MH	
Program Code		38HSOP	
Mode/SFC (MH) or Modality (SUD)		15	
Service Description		Outpatient Services	
Funding Term (mm/dd/yy-mm/dd/yy):		7/1/24-6/30/25	
FUNDING USES			TOTAL
Salaries & Employee Benefits	\$ 84,281		\$ 84,281
Operating Expenses	\$ 16,590		\$ 16,590
Indirect Expenses	\$ 100,871	\$ -	\$ 100,871
	\$ 15,132		\$ 15,132
Indirect %	15.0%	0.0%	15.0%
TOTAL FUNDING USES	\$ 116,003	\$ -	\$ 116,003
BHS MENTAL HEALTH FUNDING SOURCES	Dept-Auth-Proj-Activity		
MH Adult Fed SDMC FFP (50%)	251984-10000-10001792-0001	\$ 42,000	\$ 42,000
MH Adult County General Fund	251984-10000-10001792-0001	\$ 74,003	\$ 74,003
			\$ -
			\$ -
This row left blank for funding sources not in drop-down list			\$ -
TOTAL BHS MENTAL HEALTH FUNDING SOURCES		\$ 116,003	\$ -
TOTAL DPH FUNDING SOURCES		\$ 116,003	\$ -
TOTAL FUNDING SOURCES (DPH AND NON-DPH)		116,003	-
BHS UNITS OF SERVICE AND UNIT COST			
Payment Method		Reimbursement (CR)	
DPH Units of Service/ Hours to Bill (LOE)		227	
Unit Type		Staff Hour	0
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES Only)		\$ 511.03	\$ -
Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES)		\$ 511.03	\$ -
Published Rate (Medi-Cal Providers Only)		\$ 511.03	
Unduplicated Clients (UDC)		15	Total UDC 15

Appendix B - DPH 3: Salaries & Employee Benefits Detail

Outpatient Services Only

Appendix Number B-3
 Page Number 3
 Fiscal Year 2024-2025
 FN Date Tentative

Contract ID Number 1000011493
 Program Name SFAF-Stonewall Project-MH
 Program Code 38HSOP

	Total Budgeted	Total Budgeted Salaries	Practitioner Type	Portion of FTE Providing	Portion of FTE Providing Program	FY23/24 Level of Effort (LOE) Target	251984-10000-10001792-0001	Dept-Auth-Proj-Activity		Dept-Auth-Proj-Activity		
			Use the dropdown to select the	Include all billable	Include only time	LOE Formula: Column						
Funding Term	7/1/24-6/30/25						7/1/24-6/30/25	(mm/dd/yy-mm/dd/yy):		(mm/dd/yy-mm/dd/yy):		
Position Title	FTE	Salaries					FTE	Salaries	FTE	Salaries	FTE	Salaries
Assoc Director of Clin Ops	0.15	\$ 17,954	LPHA (MFT, LCSW, LPCC)/ Inte	0.06	0.09	44.16	0.15	17,954				
Counselor I	0.62	\$ 48,409	LPHA (MFT, LCSW, LPCC)/ Inte	0.25	0.37	182.53	0.62	48,409				
0	0.00	\$ -				-	0.00	-				
Totals:	0.77	\$ 66,363		0.31	0.46	226.69	0.77	66,363	0.00	\$ -	0.00	\$ -
Employee Benefits:	27.00%	\$ 17,918					27.00%	17,918	0.00%		0.00%	
TOTAL SALARIES & BENEFITS		\$ 84,281						84,281	\$ -		\$ -	

Appendix B - DPH 4: Operating Expenses Detail

Contract ID Number <u>1000011493</u>	Appendix Number <u>B-3</u>
Program Name <u>SFAF-Stonewall Project-MH</u>	Page Number <u>4</u>
Program Code <u>38HSOP</u>	Fiscal Year <u>2024-2025</u>
	FN Date <u>Tentative</u>

Expense Categories & Line Items	TOTAL	251984-10000-10001792-0001	Dept-Auth-Proj-Activity	Dept-Auth-Proj-Activity
Funding Term	7/1/24-6/30/25	7/1/24-6/30/25	(mm/dd/yy-mm/dd/yy):	(mm/dd/yy-mm/dd/yy):
Rent	\$ 9,979.00	\$ 9,979.00		
Utilities (telephone, electricity, water, gas)	\$ 545.00	\$ 545.00		
	\$ -			
Occupancy Total:	\$ 10,524.00	\$ 10,524.00	\$ -	\$ -
Office Supplies/Postage	\$ 1,294.00	\$ 1,294.00		
Program Supplies	\$ 3,616.00	\$ 3,616.00		
	\$ -			
	\$ -			
Materials & Supplies Total:	\$ 4,910.00	\$ 4,910.00	\$ -	\$ -
Insurance	\$ 370.00	\$ 370.00		
Storage: Client Records	\$ 46.00	\$ 46.00		
Equipment Lease/Maint	\$ 740.00	\$ 740.00		
	\$ -			
	\$ -			
General Operating Total:	\$ 1,156.00	\$ 1,156.00	\$ -	\$ -
Local Travel	\$ -			
Out-of-Town Travel	\$ -			
Field Expenses	\$ -			
Staff Travel Total:	\$ -	\$ -	\$ -	\$ -
Consultant/Subcontractor (Provide Consultant/Subcontracting Agency Name, Service Detail w/Dates, Hourly Rate and Amounts)	\$ -			
	\$ -			
Consultant/Subcontractor Total:	\$ -	\$ -	\$ -	\$ -
Other (provide detail):	\$ -			
	\$ -			
Other Total:	\$ -	\$ -	\$ -	\$ -
TOTAL OPERATING EXPENSE	\$ 16,590.00	\$ 16,590.00	\$ -	\$ -

Appendix B - DPH 2: Department of Public Health Cost Reporting/Data Collection (CRDC)

DHCS Legal Entity Number 01684		Appendix Number B-4	
Provider Name 01684		Page Number 1	
Provider Number 388905		Fiscal Year 2024-2025	
Contract ID Number 1000011493		FN Date Tentative	
Program Name		SFAF - Stonewall Project-PROP4All	
Program Code		85051	
Mode/SFC (MH) or Modality (SUD)		SecPrev-19	
Service Description		SA-Sec Prev Outreach	
Funding Term (mm/dd/yy-mm/dd/yy):		7/1/24-6/30/25	
FUNDING USES			TOTAL
Salaries & Employee Benefits	\$ 782,253		\$ 782,253
Operating Expenses	\$ 151,390		\$ 151,390
Subtotal Direct Expenses	\$ 933,643	\$ -	\$ 933,643
Indirect Expenses	\$ 140,045		\$ 140,045
Indirect %	15.0%	0.0%	15.0%
TOTAL FUNDING USES	\$ 1,073,688	\$ -	\$ 1,073,688
BHS SUD FUNDING SOURCES		Dept-Auth-Proj-Activity	
PBH County Prop C Homeless Services	10582-210822-21531-10037491-0001	\$ 1,073,688	\$ 1,073,688
			\$ -
			\$ -
			\$ -
TOTAL BHS SUD FUNDING SOURCES		\$ 1,073,688	\$ -
TOTAL DPH FUNDING SOURCES		\$ 1,073,688	\$ -
TOTAL FUNDING SOURCES (DPH AND NON-DPH)		1,073,688	-
BHS UNITS OF SERVICE AND UNIT COST			
Payment Method		Reimbursement	
DPH Units of Service/ Hours to Bill (LOE)		3,000	
Unit Type		hour 0	
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES Only)		\$ 357.90	\$ -
Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES)		\$ 357.90	\$ -
Published Rate (Medi-Cal Providers Only)		\$ 357.90	
Unduplicated Clients (UDC)		100	Total UDC

Appendix B - DPH 3: Salaries & Employee Benefits Detail

Contract ID Number 1000011493
 Program Name SFAF - Stonewall Project-PROP4All
 Program Code 85051

Appendix Number B-4
 Page Number 2
 Fiscal Year 2024-2025
 Funding Notification Date Tentative

	TOTAL		10582-210822-21531-10037491-0001		Dept-Auth-Proj-Activity		Dept-Auth-Proj-Activity	
Funding Term	7/1/24-6/30/25		7/1/24-6/30/25		(mm/dd/yy-mm/dd/yy):		(mm/dd/yy-mm/dd/yy):	
Position Title	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries
MAT Coordinator	2.00	\$ 124,596	2.00	124,596				
Health Educator I	4.50	\$ 297,794	4.50	297,794				
Mobile Contingency Management	0.50	\$ 44,963	0.50	44,963				
Registered Nurse	1.00	\$ 118,793	1.00	118,793				
BHS SUD Manager	0.27	\$ 21,764	0.27	21,764				
Sr. Director of Stonewall	0.05	\$ 8,037	0.05	8,037				
	0.00	\$ -						
Totals:	8.32	\$ 615,947	8.32	615,947	0.00	\$ -	0.00	\$ -
Employee Benefits:	27.00%	\$ 166,306	27.00%	166,306	0.00%		0.00%	
TOTAL SALARIES & BENEFITS		\$ 782,253		782,253		\$ -		\$ -

Appendix B - DPH 4: Operating Expenses Detail

Contract ID Number 1000011493
 Program Name SFAF - Stonewall Project-PROP4All
 Program Code 85051

Appendix Number B-4
 Page Number 3
 Fiscal Year 2024-2025
 Funding Notification Date Tentative

Expense Categories & Line Items	TOTAL	10582-210822-21531-10037491-0001	Dept-Auth-Proj-Activity	Dept-Auth-Proj-Activity
Funding Term	7/1/24-6/30/25	7/1/24-6/30/25	(mm/dd/yy-mm/dd/yy)	(mm/dd/yy-mm/dd/yy):
Rent	\$ 107,806.00	\$ 107,806.00		
Utilities (telephone, electricity, water, gas)	\$ 4,991.00	\$ 4,991.00		
	\$ -			
Occupancy Total:	\$ 112,797.00	\$ 112,797.00	\$ -	\$ -
Office Supplies/Postage	\$ 9,982.00	\$ 9,982.00		
Program Supplies	\$ 13,833.00	\$ 13,833.00		
Training	\$ 2,300.00	\$ 2,300.00		
	\$ -			
Materials & Supplies Total:	\$ 26,115.00	\$ 26,115.00	\$ -	\$ -
Insurance	\$ 3,993.00	\$ 3,993.00		
Storage: Client Records	\$ 499.00	\$ 499.00		
Equipment Lease/Maint	\$ 7,986.00	\$ 7,986.00		
	\$ -			
	\$ -			
General Operating Total:	\$ 12,478.00	\$ 12,478.00	\$ -	\$ -
TOTAL OPERATING EXPENSE	\$ 151,390.00	\$ 151,390.00	\$ -	\$ -

Appendix B - DPH 6: Contract-Wide Indirect Detail

Contractor Name San Francisco AIDS Foundation

Page Number _____

Contract ID Number 1000011493

Fiscal Year 2024-2025

Funding Notification Date Tentative

1. SALARIES & EMPLOYEE BENEFITS

Position Title	FTE	Amount
Chief Executive Officer	0.06	\$20,268
Chief Financial Officer	0.06	\$13,920
Controller #1	0.06	\$11,160
Controller #2	0.06	\$9,840
Assistant Controller	0.06	\$7,680
Senior Accountant	0.06	\$5,624
Accounts Payable Accountant	0.06	\$4,979
Budget Director	0.06	\$10,860
Budget Analyst	0.06	\$6,470
Budget Analyst	0.06	\$6,758
Budget Analyst	0.06	\$6,758
Dir Facilities	0.06	\$6,060
Facilities Manager	0.06	\$6,229
Office Services Coordinator	0.06	\$3,900
Facilities Coordinator	0.06	\$5,400
VP IT	0.06	\$11,916
IT Manager	0.06	\$8,915
Information Systems Manager	0.06	\$11,400
IT Desktop Associate	0.06	\$6,000
IT Desktop Associate	0.06	\$6,000
Chief Talent Culture Officer	0.06	\$13,920
HR Director	0.06	\$9,931
HR Generalist	0.06	\$5,242
HR Coordinator	0.06	\$4,260
General Counsel & Vice President, Business Strategy	0.06	\$12,000

Subtotal: 1.50 \$215,490
 Employee Benefits: 27.0% \$ 58,182
Total Salaries and Employee Benefits: \$ 273,672

2. OPERATING COSTS

Expenses (Use expense account name in the ledger.)	Amount
Audit (Approx 20% of total cost)	\$16,347
Security services (evening security, building lobby)	\$12,159
Total Operating Costs	\$ 28,506

Total Indirect Costs \$ 302,178

Total Indirect from DPH 1: \$ 302,178
 \$ -

Appendix D
SAN FRANCISCO DEPARTMENT OF PUBLIC HEALTH
THIRD PARTY COMPUTER SYSTEM ACCESS AGREEMENT
(SAA)

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TERMS AND CONDITIONS

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

SECTION 1 - “THIRD PARTY” CATEGORIES

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

SECTION 2 - DEFINITIONS

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

SECTION 3 – GENERAL REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 4 – ADDITIONAL REQUIREMENTS FOR TREATMENT PROVIDERS

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

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

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

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

SECTION 5 – ADDITIONAL REQUIREMENTS FOR EDUCATION/TEACHING INSTITUTIONS

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

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

SECTION 6 – ADDITIONAL REQUIREMENTS FOR HEALTH INSURERS

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

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

SECTION 7 - DEPARTMENT’S RIGHTS

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

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

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

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

SECTION 8 - DATA BREACH; LOSS OF CITY DATA.

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

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

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

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

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

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

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

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

7. **Protected Health Information.** Third Party and its subcontractors, agents, and employees shall comply with all federal and state laws regarding the transmission, storage and protection of all PHI disclosed to Third Party by City. In the event that City pays a regulatory fine, and/or is assessed civil penalties or damages through private rights of action, based on an impermissible use or disclosure of PHI given to Third Party by City, Third Party shall indemnify City for the amount of such fine or penalties or damages, including costs of notification, but only in proportion to and to the extent that such fine, penalty or damages are caused by or result from the impermissible acts or omissions of Third Party. This section does not apply to the extent fines or penalties or damages were caused by the City or its officers, agents, subcontractors or employees.

Attachment 1 to SAA
System Specific Requirements

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

A. Department Care Link Requirements:

1. Connectivity.
 - a) Third Party must obtain and maintain an Internet connection and equipment in accordance with specifications provided by Epic and/or Department. Technical equipment and software specifications for accessing Department Care Link may change over time. Third Party is responsible for all associated costs. Third Party shall ensure that Third Party Data Users access the System only through equipment owned or leased and maintained by Third Party.
2. Compliance with Epic Terms and Conditions.
 - a) Third Party will at all times access and use the System strictly in accordance with the Epic Terms and Conditions. The following Epic Care Link Terms and Conditions are embedded within the Department Care Link application, and each Data User will need to agree to them electronically upon first sign-in before accessing Department Care Link:
3. Epic-Provided Terms and Conditions
 - a) Some short, basic rules apply to you when you use your EpicCare Link account. Please read them carefully. The Epic customer providing you access to EpicCare Link may require you to accept additional terms, but these are the rules that apply between you and Epic.
 - b) Epic is providing you access to EpicCare Link, so that you can do useful things with data from an Epic customer's system. This includes using the information accessed through your account to help facilitate care to patients shared with an Epic customer, tracking your referral data, or otherwise using your account to further your business interests in connection with data from an Epic customer's system. However, you are not permitted to use your access to EpicCare Link to help you or another organization develop software that is similar to EpicCare Link. Additionally, you agree not to share your account information with anyone outside of your organization.

II. For Access to Department Epic through Epic Hyperspace the following terms shall apply:

A. Department Epic Hyperspace:

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

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

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

A. Department myAvatar

1. Connectivity.

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

2. Information Technology (IT) Support.

- a. Third Party must have qualified and professional IT support who will participate in quarterly CBO Technical Workgroups.

3. Access Control.

- a. Access to the BHS Electronic Health Record is granted based on clinical and business requirements in accordance with the Behavioral Health Services EHR Access Control Policy (6.00-06). The Access Control Policy is found at:
<https://www.sfdph.org/dph/files/CBHSPolProcMnl/6.00-06.pdf>
- b. Applicants must complete the myAvatar Account Request Form found at
https://www.sfdph.org/dph/files/CBHSdocs/BHISdocs/UserDoc/Avatar_Account_Request_Form.pdf
- c. All licensed, waived, registered and/or certified providers must complete the Department credentialing process in accordance with the DHCS MHSUDS Information Notice #18-019.

APPENDIX E



San Francisco Department of Public Health
Business Associate Agreement

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

RECITALS

- A. CE, by and through the San Francisco Department of Public Health (“SFDPH”), wishes to disclose certain information to BA pursuant to the terms of the Agreement, some of which may constitute Protected Health Information (“PHI”) (defined below).
- B. For purposes of the Agreement, CE requires Contractor, even if Contractor is also a covered entity under HIPAA, to comply with the terms and conditions of this BAA as a BA of CE.
- C. CE and BA intend to protect the privacy and provide for the security of PHI disclosed to BA pursuant to the Agreement in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (“the HITECH Act”), and regulations promulgated there under by the U.S. Department of Health and Human Services (the “HIPAA Regulations”) and other applicable laws, including, but not limited to, California Civil Code §§ 56, et seq., California Health and Safety Code § 1280.15, California Civil Code §§ 1798, et seq., California Welfare & Institutions Code §§5328, et seq., and the regulations promulgated there under (the “California Regulations”).
- D. As part of the HIPAA Regulations, the Privacy Rule and the Security Rule (defined below) require CE to enter into a contract containing specific requirements with BA prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 164.314(a), 164.502(a) and (e) and 164.504(e) of the Code of Federal Regulations (“C.F.R.”) and contained in this BAA.
- E. BA enters into agreements with CE that require the CE to disclose certain identifiable health information to BA. The parties desire to enter into this BAA to permit BA to have access to such information and comply with the BA requirements of HIPAA, the HITECH Act, and the corresponding Regulations.

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

1. Definitions.

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

APPENDIX E



San Francisco Department of Public Health
Business Associate Agreement

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

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

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

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

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

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

h. Electronic Health Record means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff, and shall have the meaning given to such term under the HITECH Act, including, but not limited to, 42 U.S.C. Section 17921.

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

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

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

APPENDIX E



San Francisco Department of Public Health
Business Associate Agreement

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

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

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

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

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

2. Obligations of Business Associate.

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

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

APPENDIX E



San Francisco Department of Public Health
Business Associate Agreement

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

d. Permitted Disclosures. BA shall disclose Protected Information only for the purpose of performing BA's obligations for, or on behalf of, the City and as permitted or required under the Agreement and BAA, or as required by law. BA shall not disclose Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so disclosed by CE. However, BA may disclose Protected Information as necessary (i) for the proper management and administration of BA; (ii) to carry out the legal responsibilities of BA; (iii) as required by law; or (iv) for Data Aggregation purposes relating to the Health Care Operations of CE. If BA discloses Protected Information to a third party, BA must obtain, prior to making any such disclosure, (i) reasonable written assurances from such third party that such Protected Information will be held confidential as provided pursuant to this BAA and used or disclosed only as required by law or for the purposes for which it was disclosed to such third party, and (ii) a written agreement from such third party to immediately notify BA of any breaches, security incidents, or unauthorized uses or disclosures of the Protected Information in accordance with paragraph 2 (n) of this BAA, to the extent it has obtained knowledge of such occurrences [42 U.S.C. Section 17932; 45 C.F.R. Section 164.504(e)]. BA may disclose PHI to a BA that is a subcontractor and may allow the subcontractor to create, receive, maintain, or transmit Protected Information on its behalf, if the BA obtains satisfactory assurances, in accordance with 45 C.F.R. Section 164.504(e)(1), that the subcontractor will appropriately safeguard the information [45 C.F.R. Section 164.502(e)(1)(ii)].

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

f. Appropriate Safeguards. BA shall take the appropriate security measures to protect the confidentiality, integrity and availability of PHI that it creates, receives, maintains, or transmits on behalf of the CE, and shall prevent any use or disclosure of PHI other than as permitted by the Agreement or this

APPENDIX E



San Francisco Department of Public Health
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BAA, including, but not limited to, administrative, physical and technical safeguards in accordance with the Security Rule, including, but not limited to, 45 C.F.R. Sections 164.306, 164.308, 164.310, 164.312, 164.314 164.316, and 164.504(e)(2)(ii)(B). BA shall comply with the policies and procedures and documentation requirements of the Security Rule, including, but not limited to, 45 C.F.R. Section 164.316, and 42 U.S.C. Section 17931. BA is responsible for any civil penalties assessed due to an audit or investigation of BA, in accordance with 42 U.S.C. Section 17934(c).

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

h. Accounting of Disclosures. Within ten (10) calendar days of a request by CE for an accounting of disclosures of Protected Information or upon any disclosure of Protected Information for which CE is required to account to an individual, BA and its agents and subcontractors shall make available to CE the information required to provide an accounting of disclosures to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.528, and the HITECH Act, including but not limited to 42 U.S.C. Section 17935 (c), as determined by CE. BA agrees to implement a process that allows for an accounting to be collected and maintained by BA and its agents and subcontractors for at least seven (7) years prior to the request. However, accounting of disclosures from an Electronic Health Record for treatment, payment or health care operations purposes are required to be collected and maintained for only three (3) years prior to the request, and only to the extent that BA maintains an Electronic Health Record. At a minimum, the information collected and maintained shall include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed; and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure [45 C.F.R. 164.528(b)(2)]. If an individual or an individual's representative submits a request for an accounting directly to BA or its agents or subcontractors, BA shall forward the request to CE in writing within five (5) calendar days.

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

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

k. Governmental Access to Records. BA shall make its internal practices, books and records relating to the use and disclosure of Protected Information available to CE and to the Secretary of the U.S. Department of Health and Human Services (the “Secretary”) for purposes of determining BA’s compliance with HIPAA [45 C.F.R. Section 164.504(e)(2)(ii)(I)]. BA shall provide CE a copy of any Protected Information and other documents and records that BA provides to the Secretary concurrently with providing such Protected Information to the Secretary.

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

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

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

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San Francisco Department of Public Health
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o. Breach Pattern or Practice by Business Associate's Subcontractors and Agents.

Pursuant to 42 U.S.C. Section 17934(b) and 45 C.F.R. Section 164.504(e)(1)(iii), if the BA knows of a pattern of activity or practice of a subcontractor or agent that constitutes a material breach or violation of the subcontractor or agent's obligations under the Contract or this BAA, the BA must take reasonable steps to cure the breach or end the violation. If the steps are unsuccessful, the BA must terminate the contractual arrangement with its subcontractor or agent, if feasible. BA shall provide written notice to CE of any pattern of activity or practice of a subcontractor or agent that BA believes constitutes a material breach or violation of the subcontractor or agent's obligations under the Contract or this BAA within five (5) calendar days of discovery and shall meet with CE to discuss and attempt to resolve the problem as one of the reasonable steps to cure the breach or end the violation.

3. Termination.

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

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

c. Effect of Termination. Upon termination of the Agreement and this BAA for any reason, BA shall, at the option of CE, return or destroy all Protected Information that BA and its agents and subcontractors still maintain in any form, and shall retain no copies of such Protected Information. If return or destruction is not feasible, as determined by CE, BA shall continue to extend the protections and satisfy the obligations of Section 2 of this BAA to such information, and limit further use and disclosure of such PHI to those purposes that make the return or destruction of the information infeasible [45 C.F.R. Section 164.504(e)(2)(ii)(J)]. If CE elects destruction of the PHI, BA shall certify in writing to CE that such PHI has been destroyed in accordance with the Secretary's guidance regarding proper destruction of PHI. Per the Secretary's guidance, the City will accept destruction of electronic PHI in accordance with the standards enumerated in the NIST SP 800-88, Guidelines for Media Sanitization. The City will accept destruction of PHI contained in paper records by shredding, burning, pulping, or pulverizing the records so that the PHI is rendered unreadable, indecipherable, and otherwise cannot be reconstructed.

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

APPENDIX E



San Francisco Department of Public Health
Business Associate Agreement

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

4. Amendment to Comply with Law.

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

5. Reimbursement for Fines or Penalties.

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

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

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

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

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

Contractor Name:		Contractor City Vendor ID	
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PRIVACY ATTESTATION

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

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

I. All Contractors.

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

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

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

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

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

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

INSTRUCTIONS: Contractors and Partners who receive or have access to health or medical information or electronic health record systems maintained by 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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Attachment 3 to Appendix E

Protected Information Destruction Order

Purge Certification - Contract ID # _____

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

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

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

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

So Certified

Signature

Title:

Date:

Appendix F

Invoice

Contractor shall submit invoices according to the procedures established by the Department of Public Health.

The Invoice Analyst for the City shall email the Contractor the appropriate invoice template to use.

Failure to use the provided invoice template by the City may result in delayed payments.