

File No. 170280

Committee Item No. 1

Board Item No. _____

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee: Budget & Finance Sub-Committee

Date April 6, 2017

Board of Supervisors Meeting

Date _____

Cmte Board

- | | | |
|-------------------------------------|--------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> | Motion |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Resolution |
| <input type="checkbox"/> | <input type="checkbox"/> | Ordinance |
| <input type="checkbox"/> | <input type="checkbox"/> | Legislative Digest |
| <input type="checkbox"/> | <input type="checkbox"/> | Budget and Legislative Analyst Report |
| <input type="checkbox"/> | <input type="checkbox"/> | Youth Commission Report |
| <input type="checkbox"/> | <input type="checkbox"/> | Introduction Form |
| <input type="checkbox"/> | <input type="checkbox"/> | Department/Agency Cover Letter and/or Report |
| <input type="checkbox"/> | <input type="checkbox"/> | MOU |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Grant Information Form |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Grant Budget |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Subcontract Budget |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Contract/Agreement |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Form 126 – Ethics Commission |
| <input type="checkbox"/> | <input type="checkbox"/> | Award Letter |
| <input type="checkbox"/> | <input type="checkbox"/> | Application |
| <input type="checkbox"/> | <input type="checkbox"/> | Public Correspondence |

OTHER

(Use back side if additional space is needed)

<input type="checkbox"/>	<input type="checkbox"/>	_____
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Completed by: Linda Wong

Date March 30, 2017

Completed by: Linda Wong

Date _____

1 [Accept and Expend Grant - California Department of Public Health - HIV CARE Program
2 Supplemental - \$1,336,000]

3 **Resolution retroactively authorizing the San Francisco Department of Public Health to**
4 **accept and expend a grant in the amount of \$1,336,000 from the California Department**
5 **of Public Health to participate in a program entitled HIV CARE Program Supplemental**
6 **for the period of November 30, 2016, through September 29, 2017; and waiving indirect**
7 **costs.**

8
9 WHEREAS, The California Department of Public Health is the recipient of a grant
10 award from Health Resource and Service Administration supporting the HIV CARE Program
11 Supplemental grant; and

12 WHEREAS, With a portion of these funds, California Department of Public Health has
13 subcontracted with Department of Public Health (DPH) in the amount of \$1,336,000 for the
14 period of November 30, 2016, through September 29, 2017; and

15 WHEREAS, The full project period of the grant starts on November 30, 2016, and ends
16 on September 29, 2018, with year two subject to availability of funds and satisfactory progress
17 of the project; and

18 WHEREAS, As a condition of receiving the grant funds, the California Department of
19 Public Health requires the City to enter into an agreement (Agreement), a copy of which is on
20 file with the Clerk of the Board of Supervisors in File No. 170280; which is hereby declared to
21 be a part of this Resolution as if set forth fully herein; and

22 WHEREAS, The purpose of this project is Single Allocation Model (SAM) funds will be
23 used to supplement the existing system of HIV Care and fund new or expand existing
24 programs provided by DPH and community based organizations in the following service
25

1 categories: oral healthcare, outreach, housing, hospice, mental health, food assistance, and
2 medical transportation; and

3 WHEREAS, HIV CARE Program Supplemental grant does not include indirect costs
4 due to the grant allowing a maximum of 10% for administrative staff and indirect costs
5 combined and therefore, DPH will budget 10% for administrative staff; and

6 WHEREAS, The grant terms prohibit including indirect costs in the grant budget; now,
7 therefore, be it

8 RESOLVED, That DPH is hereby authorized to accept and expend a grant in the
9 amount of \$1,336,000 from California Department of Public Health; and

10 FURTHER RESOLVED, That the Board of Supervisors hereby waives inclusion of
11 indirect costs in the grant budget; and, be it

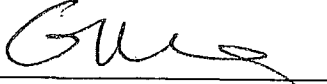
12 FURTHER RESOLVED, That DPH is hereby authorized to accept and expend the
13 grant funds pursuant to San Francisco Administrative Code, Section 10.170-1; and, be it

14 FURTHER RESOLVED, That the Director of Health is authorized to enter into the
15 Agreement on behalf of the City.

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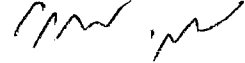
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RECOMMENDED:



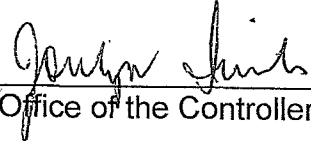
Barbara A. Garcia, MPA
Director of Health

APPROVED:



Office of the Mayor

for



Office of the Controller

File Number: _____
(Provided by Clerk of Board of Supervisors)

Grant Resolution Information Form
(Effective July 2011)

Purpose: Accompanies proposed Board of Supervisors resolutions authorizing a Department to accept and expend grant funds.

The following describes the grant referred to in the accompanying resolution:

1. Grant Title: **HIV CARE Program Supplemental**

2. Department: **Department of Public Health
AIDS Office, HIV Health Service Section**

3. Contact Person: **Dean Goodwin** Telephone: **628-206-7675**

4. Grant Approval Status (check one):

Approved by funding agency

Not yet approved

5. Amount of Grant Funding Approved or Applied for: **\$2,672,000; (Year 1 = \$1,336,000; Year 2 = \$1,336,000)**

6a. Matching Funds Required: **\$0**

b. Source(s) of matching funds (if applicable):

7a. Grant Source Agency: **Health Resource and Service Administration (HRSA)**

b. Grant Pass-Through Agency (if applicable): **California Department of Public Health**

8. Proposed Grant Project Summary:

Ryan White Part B (also known as Single Allocation Model, SAM) supplemental funds are used to supplement the existing system of HIV Care and fund new or expand existing programs provided by SFDPH and community based organizations in the following service categories: oral healthcare, outreach, housing, hospice, mental health, food assistance, and medical transportation.

Core Services which are considered Essential Benefits are targeted to severe need populations with Federal Poverty Level below 400% who are categorically ineligible for Medi-Cal expansion and are unable to afford to buy into Covered California. Wrap around Support Services not covered by Medi-Cal or private insurance are also provided through RWPB/ SAM funded programs

9. Grant Project Schedule, as allowed in approval documents, or as proposed:

Approved year one Project: Start-Date: 11/30/2016

End-Date: 09/29/2017

Full project period: Start-Date: 09/30/2017

End-Date: 09/29/2018

10a. Amount budgeted for contractual services: **\$1,336,000 in Year 1; \$1,336,000 in Year 2
\$2,672,000 in the 2-year project period**

b. Will contractual services be put out to bid? **No, existing services**

c. If so, will contract services help to further the goals of the Department's Local Business Enterprise (LBE) requirements? **N/A**

d. Is this likely to be a one-time or ongoing request for contracting out? **On-going**

11a. Does the budget include indirect costs?

Yes

No

b1. If yes, how much? **\$0**

b2. How was the amount calculated? **N/A**

c1. If no, why are indirect costs not included?

Not allowed by granting agency

To maximize use of grant funds on direct services

Other (please explain): **Grant allowed max of 10% for admin and indirect. Dept took 10% for admin.**

The indirect cost rate is 25% of total personnel. There is no personnel cost on this supplemental grant.

c2. If no indirect costs are included, what would have been the indirect costs? **\$0**

12. Any other significant grant requirements or comments:

Grant Code: HCIV09/1700

****Disability Access Checklist***(Department must forward a copy of all completed Grant Information Forms to the Mayor's Office of Disability)**

13. This Grant is intended for activities at (check all that apply):

Existing Site(s)

Existing Structure(s)

Existing Program(s) or Service(s)

Rehabilitated Site(s)

Rehabilitated Structure(s)

New Program(s) or Service(s)

New Site(s)

New Structure(s)

14. The Departmental ADA Coordinator or the Mayor's Office on Disability have reviewed the proposal and concluded that the project as proposed will be in compliance with the Americans with Disabilities Act and all other Federal, State and local disability rights laws and regulations and will allow the full inclusion of persons with disabilities. These requirements include, but are not limited to:

1. Having staff trained in how to provide reasonable modifications in policies, practices and procedures;
2. Having auxiliary aids and services available in a timely manner in order to ensure communication access;
3. Ensuring that any service areas and related facilities open to the public are architecturally accessible and have been inspected and approved by the DPW Access Compliance Officer or the Mayor's Office on Disability Compliance Officers.

If such access would be technically infeasible, this is described in the comments section below:

Comments:

Departmental ADA Coordinator or Mayor's Office of Disability Reviewer:

Matthew Valdez

(Name)

EEO Programs Manager, Office of Equal Employment Opportunity and Cultural Competency

(Title)

Date Reviewed: 01-09-17


(Signature Required)

Department Head or Designee Approval of Grant Information Form:

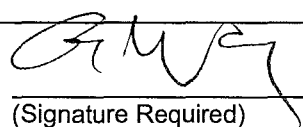
Barbara A. Garcia, MPA

(Name)

Director of Health

(Title)

Date Reviewed: 1/11/17


(Signature Required)

San Francisco Department of Public Health (SFDPH)

Population Health Division

HIV Health Service Section

Single Allocation Model – HIV CARE Program

BUDGET JUSTIFICATION

November 30, 2016 to September 29, 2017

Budget Summary

A.	Personnel	\$0
B.	Mandatory Fringe	\$0
C.	Travel	\$0
D.	Equipment	\$0
E.	Materials and Supplies	\$0
F.	Contractual	\$1,336,000
G.	Other Expenses	\$0
	TOTAL DIRECT COSTS	\$1,336,000
H.	Indirect Costs (12% of Total Salaries)	\$ 0
	TOTAL BUDGET FOR YEAR ONE	\$1,336,000

Detail Line-Item Budget and Justification: November 30, 2016 to September 29, 2017

A.	PERSONNEL	\$0
B.	MANDATORY FRINGE	\$0
	Total Personnel	\$0
C.	TRAVEL	\$0
D.	EQUIPMENT	\$0
E.	MATERIALS AND SUPPLIES	\$0
F.	CONTRACTUAL	\$1,336,000

	Contractor's Name	Contracted Amount
1	DPH - SEHC	\$10,000
2	Health Right 360 - needs Assessment	\$47,000
3	Health Right 360 - Vouchers	\$82,000
4	Instituto Familiar de la Raza	\$59,336
5	Maitri AIDS Hospice	\$95,000
6	Project Open Hand	\$120,000
7	Rafiki Coalition for Health & Wellness	\$89,000
8	San Francisco AIDS Foundation	\$350,000
9	SFDPH/COPC – HIV Dental Services	\$105,664
10	UCSF Alliance Health Project	\$178,000
11	University of the Pacific, School of Dentistry	\$200,000
	Total	\$1,336,000

G.	OTHER	\$0
	TOTAL DIRECT EXPENSES:	\$1,336,000
H.	INDIRECT COSTS (12% of total salaries)	\$0
	TOTAL BUDGET FOR YEAR ONE:	\$1,336,000

San Francisco Department of Public Health (SFPDH)

Population Health Division

HIV Health Service Section

Single Allocation Model – HIV CARE Program

BUDGET JUSTIFICATION

November 30, 2017 to September 29, 2018

Budget Summary

A.	Personnel	\$0
B.	Mandatory Fringe	\$0
C.	Travel	\$0
D.	Equipment	\$0
E.	Materials and Supplies	\$0
F.	Contractual	\$1,336,000
G.	Other Expenses	\$0
	TOTAL DIRECT COSTS	\$1,336,000
H.	Indirect Costs (12% of Total Salaries)	\$ 0
	TOTAL BUDGET FOR YEAR TWO	\$1,336,000

Detail Line-Item Budget and Justification: November 30, 2017 to September 29, 2018

A.	PERSONNEL	\$0
B.	MANDATORY FRINGE	\$0
	Total Personnel	\$0
C.	TRAVEL	\$0
D.	EQUIPMENT	\$0
F.	MATERIALS AND SUPPLIES	\$0
H.	CONTRACTUAL	\$1,336,000

	Contractor's Name	Contracted Amount
1	DPH - SEHC	\$10,000
2	Health Right 360 - needs Assessment	\$47,000
3	Health Right 360 - Vouchers	\$82,000
4	Instituto Familiar de la Raza	\$59,336
5	Maitri AIDS Hospice	\$95,000
6	Project Open Hand	\$120,000
7	Rafiki Coalition for Health & Wellness	\$89,000
8	San Francisco AIDS Foundation	\$350,000
9	SFDPH/COPC – HIV Dental Services	\$105,664
10	UCSF Alliance Health Project	\$178,000
11	University of the Pacific, School of Dentistry	\$200,000
	Total	\$1,336,000

I.	OTHER	\$0
	TOTAL DIRECT EXPENSES:	\$1,336,000
H.	INDIRECT COSTS (12% of total salaries)	\$0
	TOTAL BUDGET FOR YEAR TWO:	\$1,336,000

HIV Care Program SUPPLEMENTAL Document Checklist

Office of AIDS CFDA # 93.917

DUNS# Contractor and Contract Number
 103717336 San Francisco Dept of Public Health

RW SUP Year
 2016-2017

Check Off	Documents Required for All Contractors	Office of AIDS Use Only
	Document Checklist	
	Contractor Agency Locations List	
	Subcontracted Service Provider Locations List	
	Contractor Contact Information	
	Five Line Item Budget	
	Budget Overview	
	FORM A - Contractor Administrative Budget Summary	
	FORM B - Contractor Administrative Personnel Detail	
	In alphabetical order, attach the following for each Service Provider:	
	FORM D - Client Service Provider Budget Summary	
	FORM E - Client Service Provider Personnel Detail	
	FORM F - Service Provider Subcontractor (Sub's Sub)	
	Non-Personnel Justification	
	Outpatient Ambulatory Medical Care: Description and Availability in Service Area	
	Justification for Early Intervention Services	

HIV Care Program SUPPLEMENTAL Contractor Contact Information

Contractor and Contract Number:
San Francisco Dept of Public Health

RW SUP Year
2016-2017

Agency Information
Website Address (if any)
www.sfdph.org

Program Contact	
The Program Contract is the primary staff member responsible for program planning, policy matters, progress reports, and contract monitoring, etc.	
First and Last Name	Title
Dean Goodwin	HIV Administrator
Mailing Address	Telephone Number
25 Van Ness Ave, 8th Floor, SF, CA 94102	628-206-7675
E-Mail Address	Fax Number
Dean.Goodwin@sfdph.org	

Fiscal Contact	
The Fiscal Contact is the primary staff member responsible for invoicing, budgets revisions, etc. If this person is the same as the Program Contact enter "Same as above" in the First and Last Name box below.	
First and Last Name	Title
Sajid Shaikh	Sr Admin Analyst
Mailing Address	Telephone Number
1380 Howard St, suite 423A, SF, CA 94103	415-255-351
E-Mail Address	Fax Number
sajid.shaikh@sfdph.org	

Lead Clinical Contact	
The Lead Clinical Contact is the primary staff member responsible for clinical activities. If this person is the same as the Program Contact enter "Same as above" in the First and Last Name box below.	
First and Last Name	Title
same as above	
Mailing Address	Telephone Number
E-Mail Address	Fax Number

Lead Case Management Contact	
The Lead Case Manager Contact is the primary staff member responsible for case management activities. If this person is the same as the Program Contact enter "Same as above" in the First and Last Name box below.	
First and Last Name	Title
same as above	
Mailing Address	Telephone Number
E-Mail Address	Fax Number

HIV Care Program SUPPLEMENTAL Five Line Item Budget

Contractor and Contract Number:

RW SUP Year

San Francisco Dept of
Public Health

2016-2017

RW SUP Year 2016-2017 (September 30, 2016 - September 29, 2017)

	Form A <i>Contractor Administrative Costs</i>	Form C <i>Needs Assessment Other Costs only</i>	Form D <i>Contractor's Client Service Provider Budget Summary (if applicable)</i>	Form D <i>Subcontractor's Client Service Provider Budget Summary (if applicable and if so, Other Costs only)</i>	Total
1. Personnel					\$ -
2. Operating Expenses					\$ -
3. Capital Expenditures					
4. Other Costs		\$ 47,000		\$ 1,289,000	\$ 1,336,000
5. Indirect Costs					\$ -
Total Budget	\$ -	\$ 47,000	\$ -	\$ 1,289,000	\$ 1,336,000

HIV Care Program SUPPLEMENTAL FORM A - Contractor Admin Budget Summary

Contractor and Contract Number:
San Francisco Dept of Public Health

RW SUP Year
2016-2017

Contractor Information	
Contact Person	Title
Dean Goodwin	HIV Administrator
Mailing Address	Telephone Number
1380 Howard St, suite 423A, SF, CA 94103	628-206-7675
Email:	Fax Number
dean.goodwin@sfdph.org	
Do members of minority racial/ethnic groups constitute a majority of Board members and/or a majority of staff (volunteer or paid) providing care? (place x in one)	Ownership Status (place x in one)
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Private/Non Profit <input checked="" type="checkbox"/> Public/Local <input type="checkbox"/> Private/For Profit <input type="checkbox"/> Public/State <input type="checkbox"/> Incorporated <input type="checkbox"/> Public/Federal

Expenses Category	Description	Budgeted Amount
Admin Personnel	Total Administrative Personnel	\$0
Operating Expenses (Please list in detail)		
	Total Operating Expenses	\$0
Capital Expenditures		\$0
Indirect Costs (Please list in detail)		
	Total Indirect Costs	\$0
<small>Cannot exceed 15% of Total Administrative Personnel</small>		#DIV/0!
Total Contractor Administrative Budget <small>(cannot exceed 10% of total Contractor allocation)</small>		\$0
		0%

HIV Care Program SUPPLEMENTAL FORM B - Contractor Administrative Personnel Detail

Contractor and Contract Number:

RW SUP Year

San Francisco Dept of Public Health

2016-2017

Position Title	Staff Member's First and Last Name	If vacant, what is the estimated hire date?	
Describe Duties (include purpose and destination of any job-related travel)	Total Annual Salary	Total FTE (please don't remove the formula)	Salary Paid by this Contract
	If Travel is Required, Estimated Travel Expense	Benefits	Fringe Benefits (Total Travel and Benefits)
			\$0
	Subtotal		\$0
Describe Duties (include purpose and destination of any job-related travel)	Total Annual Salary	Total FTE (please don't remove the formula)	Salary Paid by this Contract
	If Travel is Required, Estimated Travel Expense	Benefits	Fringe Benefits (Total Travel and Benefits)
			\$0
	Subtotal		\$0
Describe Duties (include purpose and destination of any job-related travel)	Total Annual Salary	Total FTE (please don't remove the formula)	Salary Paid by this Contract
	If Travel is Required, Estimated Travel Expense	Benefits	Fringe Benefits (Total Travel and Benefits)
			\$0
	Subtotal		\$0
Describe Duties (include purpose and destination of any job-related travel)	Total Annual Salary	Total FTE (please don't remove the formula)	Salary Paid by this Contract
	If Travel is Required, Estimated Travel Expense	Benefits	Fringe Benefits (Total Travel and Benefits)
			\$0
	Subtotal		\$0
Total Personnel Expenses (this page)			\$0

HIV Care Program FORM C - Needs Assessments Detail

Contractor and Contract Number:
San Francisco Dept of Public Health

RW SUP Year
 2016-2017

NOTE: As inciated in Management Memo 15-2, in June of 2014, OA informed contractors via email that because of this pending change in guidance by HRSA, OA was not requiring HCP contractors to complete a Needs Assessment and Service Delivery Plan. OA has decided to continue that policy through RW contract year 2015/16.

Provider Information		
Provider's Name and DUNS# HR360, DUNS#060142130	Ownership Status (place x in one) <input checked="" type="checkbox"/> Private/Non Profit <input type="checkbox"/> Public/Local <input type="checkbox"/> Private/For Profit <input type="checkbox"/> Public/State <input type="checkbox"/> Incorporated <input type="checkbox"/> Public/Federal	
Contact Person	Title	
Vitka Eisen	Executive Director	
Mailing Address	Telephone Number	
1735 Mission St, SF, CA	415-468-2605	
E-Mail Address	Fax Number	
Expenses Category	Description	Budgeted Amount
Personnel	Total of Salary and Fringe Benefits	\$0
Operating Expenses		
	Subcontractor ACRIA (see below)	\$47,000
	Total Operating	\$47,000
Indirect Expenses		
	Total Indirect	\$0
	Total Needs Assessment Budget <i>(cannot exceed 5% of the Contractor total allocation)</i>	\$47,000 2%
Needs Assessment Personnel		
Position Title	Staff Member's First and Last Name	
Describe Duties (include purpose and destination of any job-related travel)	Contract Start Date	
	Salary	
	Salary Paid by this Contract	
	FTE <small>(please don't remove the formula)</small>	
	#DIV/OI	
	Fringe Benefits	
Needs Assessment Personnel		
Position Title	Staff Member's First and Last Name	
Describe Duties (include purpose and destination of any job-related travel)	Contract Start Date	
	Salary	
	Salary Paid by this Contract	
	FTE <small>(please don't remove the formula)</small>	
	#DIV/OI	
	Fringe Benefits	
Needs Assessment Personnel		
Position Title	Staff Member's First and Last Name	
Describe Duties (include purpose and destination of any job-related travel)	Contract Start Date	
	Salary	
	Salary Paid by this Contract	
	FTE <small>(please don't remove the formula)</small>	
	#DIV/OI	
	Fringe Benefits	

HIV Care Program SUPPLEMENTAL FORM D - Client Service Provider Budget Summary

Contractor and Contract Number:

RW SUP Year

San Francisco Dept of Public Health

2016-2017

Service Provider Information	
Service Provider's Name and DUNS#	Bid Status (place x in one)
SFDPH/ COPC - HIV Dental Services - DUNS#103717336	<input type="checkbox"/> Sole Source (Attach Justification) <input type="checkbox"/> Competitive Bid <small>Not applicable for OA Contractors.</small>
Contact Person	Title
Beth Neary	Sr Admin Analyst
Mailing Address	Telephone Number
25 Van Ness Ave, 8th Fl, SF, CA	628-206-7679
E-Mail Address	Fax Number
beth.neary@sfdph.org	
Website Address (if any)	Federal Taxpayer Identification Number
	94-6000417
Do members of minority racial/ethnic groups constitute a majority of Board members and/or a majority of staff (volunteer or paid) providing care? (place x in one) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Ownership Status (place x in one) <input type="checkbox"/> Private/Non Profit <input checked="" type="checkbox"/> Public/Local <input type="checkbox"/> Private/For Profit <input type="checkbox"/> Public/State <input type="checkbox"/> Incorporated <input type="checkbox"/> Public/Federal

Client Service Costs			Estimated Clients Served	Funding Sources/Resources Available <small>NOTE: Please include all funding sources (Part A, B, C, D, ADAP, HOPWA, Medi-Cal, CDC, in-kind, CalFresh, etc.) that are used to fund each service category. For Part A, B, and in-kind funding, please provide estimated percentages. If there are any issues or concerns regarding funding, please make an appropriate comment.</small>	Budgeted Amount
Services <small>NOTE: The exact HCP category name(s) for allowable core and support services must be used here. Use drop down list</small>	Personnel Costs	Non-Personnel Costs (Also use Non-Personnel Justification Form)			
Oral Health Care	\$105,664		25	RWPA 241,872 & 85,290 GF	\$105,664
					\$0
					\$0
					\$0
					\$0
					\$0
					\$0
Totals	\$105,664	\$0		Total Services	\$105,664
Total Administrative Personnel					\$0
Operating Expenses (Please list in detail)					
Total Operating					\$0
Capital Expenditures					
Indirect Costs (Please list in detail)					
Total Indirect <small>(cannot exceed 15% of Client Service Provider Total Personnel Expenses)</small>					\$0
Total Administrative Costs					\$0
<small>Total of Contractor and Subcontractor(s) Administrative Costs can't exceed 10% of total allocation</small>					0%
Total Service Provider Budget					\$105,664

HIV Care Program SUPPLEMENTAL FORM E - Client Service Provider Personnel Detail

Contractor and Contract Number (and Subcontractor):
San Francisco Dept of Public Health

RW SUP Year
2016-2017

Position Title	Staff Member's First and Last Name <small>Note: List every Staff Member / Position separately</small>	If vacant, what is the estimated hire date?	
Health Worker II	Ludwig Leota		
Describe Duties (include purpose and destination of any job-related travel). Please expand box if needed.	Total Annual Salary	Total FTE (please don't remove the formula)	Salary Paid by this Contract
Coordinate dental referrals, follow up by phone with patients who miss dental appointments, walk patients to the dental clinic for appointments when needed, conduct outreach visits to nearby CBO's to inform eligible clients about available services and appointment availability, and draft a QI plan for Tom Waddell's Quality Improvement Committee to consider that might use HIV panel management to augment dental referrals. Minimum Qualifications are two years of experience providing health information, education, intervention and/or referral services.	\$65,062	0.40	\$26,025
	If Travel is Required, Estimated Travel Expense	Benefits	Fringe Benefits (Total Travel and Benefits)
		\$8,328	\$8,328
HCP Service Category	Oral Health Care	Subtotal	\$34,353
Health Worker II	Vacant		
Describe Duties (include purpose and destination of any job-related travel). Please expand box if needed.	Total Annual Salary	Total FTE (please don't remove the formula)	Salary Paid by this Contract
Coordinate dental referrals, follow up by phone with patients who miss dental appointments, walk patients to the dental clinic for appointments when needed, conduct outreach visits to nearby CBO's to inform eligible clients about available services and appointment availability, and draft a QI plan for Tom Waddell's Quality Improvement Committee to consider that might use HIV panel management to augment dental referrals. Minimum Qualifications are two years of experience providing health information, education, intervention and/or referral services.	\$53,508	1.00	\$53,508
	If Travel is Required, Estimated Travel Expense	Benefits	Fringe Benefits (Total Travel and Benefits)
		\$17,804	\$17,804
HCP Service Category	Oral Health Care	Subtotal	\$71,312
Describe Duties (include purpose and destination of any job-related travel). Please expand box if needed.	Total Annual Salary	Total FTE (please don't remove the formula)	Salary Paid by this Contract
		#DIV/0!	
	If Travel is Required, Estimated Travel Expense	Benefits	Fringe Benefits (Total Travel and Benefits)
			\$0
HCP Service Category		Subtotal	\$0
Describe Duties (include purpose and destination of any job-related travel). Please expand box if needed.	Total Annual Salary	Total FTE (please don't remove the formula)	Salary Paid by this Contract
		#DIV/0!	
	If Travel is Required, Estimated Travel Expense	Benefits	Fringe Benefits (Total Travel and Benefits)
			\$0
HCP Service Category		Subtotal	\$0
Describe Duties (include purpose and destination of any job-related travel). Please expand box if needed.	Total Annual Salary	Total FTE (please don't remove the formula)	Salary Paid by this Contract
		#DIV/0!	
	If Travel is Required, Estimated Travel Expense	Benefits	Fringe Benefits (Total Travel and Benefits)
			\$0
HCP Service Category		Subtotal	\$0
Total Personnel Expenses (this page)			\$105,664

HIV Care Program SUPPLEMENTAL FORM D - Client Service Provider Budget Summary

Contractor and Contract Number:
San Francisco Dept of Public Health

RW SUP Year
2016-2017

Service Provider Information	
Service Provider's Name and DUNS# SFDPH - SEHC 103717336	Bid Status (place x in one) <input type="checkbox"/> Sole Source (Attach Justification) <input type="checkbox"/> Competitive Bid <small>Not applicable for OA Contractors.</small>
Contact Person Gwen Smith	Title Program Coordinator
Mailing Address 2401 Keith St, SF, CA 94124	Telephone Number 415-671-7057
E-Mail Address Gwen.Smith@sfdph.org	Fax Number 415-822-3620
Website Address (if any) WWW.SFDPH.ORG	Federal Taxpayer Identification Number 94-6000417
Do members of minority racial/ethnic groups constitute a majority of Board members and/or a majority of staff (volunteer or paid) providing care? (place x in one) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Ownership Status (place x in one) <input type="checkbox"/> Private/Non Profit <input checked="" type="checkbox"/> Public/Local <input type="checkbox"/> Private/For Profit <input type="checkbox"/> Public/State <input type="checkbox"/> Incorporated <input type="checkbox"/> Public/Federal

Client Service Costs			Estimated Clients Served	Funding Sources/Resources Available <small>NOTE: Please include all funding sources (Part A, B, C, D, ADAP, HOPWA, Medi-Cal, CDC, in-kind, CalFresh, etc.) that are used to fund each service category. For Part A, B, and In-kind funding, please provide estimated percentages. If there are any issues or concerns regarding funding, please make an appropriate comment.</small>	Budgeted Amount	
Services <small>NOTE: The exact HCP category name(s) for allowable core and support services must be used here. Use drop down list</small>	Personnel Costs	Non-Personnel Costs (Also use Non-Personnel Justification Form)				
Outreach Services		\$10,000	130	420,651 GF & 78,659 SAM-MAI	\$10,000	
					\$0	
					\$0	
					\$0	
					\$0	
					\$0	
Totals	\$0	\$10,000		Total Services	\$10,000	
Total Administrative Personnel					\$0	
Operating Expenses						
<small>(Please list in detail)</small>						
Total Operating						\$0
Capital Expenditures						
Indirect Costs						
<small>(Please list in detail)</small>						
Total Indirect						\$0
<small>(cannot exceed 15% of Client Service Provider Total Personnel Expenses)</small>						
Total Administrative Costs					\$0	
<small>Total of Contractor and Subcontractor(s) Administrative Costs can't exceed 10% of total allocation</small>					0%	
Total Service Provider Budget					\$10,000	

HIV Care Program SUPPLEMENTAL FORM E - Client Service Provider Personnel Detail

Contractor and Contract Number (and Subcontractor):
San Francisco Dept of Public Health

RW SUP Year
2016-2017

Position Title	Staff Member's First and Last Name <small>Note: List every Staff Member / Position separately</small>	If vacant, what is the estimated hire date?	
Describe Duties (include purpose and destination of any job-related travel). Please expand box if needed.	Total Annual Salary	Total FTE (please don't remove the formula)	Salary Paid by this Contract
		#DIV/0!	
	If Travel is Required, Estimated Travel Expense	Benefits	Fringe Benefits (Total Travel and Benefits)
			\$0
HCP Service Category		Subtotal	\$0
Position Title	Staff Member's First and Last Name <small>Note: List every Staff Member / Position separately</small>	If vacant, what is the estimated hire date?	
Describe Duties (include purpose and destination of any job-related travel). Please expand box if needed.	Total Annual Salary	Total FTE (please don't remove the formula)	Salary Paid by this Contract
		#DIV/0!	
	If Travel is Required, Estimated Travel Expense	Benefits	Fringe Benefits (Total Travel and Benefits)
			\$0
HCP Service Category		Subtotal	\$0
Position Title	Staff Member's First and Last Name <small>Note: List every Staff Member / Position separately</small>	If vacant, what is the estimated hire date?	
Describe Duties (include purpose and destination of any job-related travel). Please expand box if needed.	Total Annual Salary	Total FTE (please don't remove the formula)	Salary Paid by this Contract
		#DIV/0!	
	If Travel is Required, Estimated Travel Expense	Benefits	Fringe Benefits (Total Travel and Benefits)
			\$0
HCP Service Category		Subtotal	\$0
Position Title	Staff Member's First and Last Name <small>Note: List every Staff Member / Position separately</small>	If vacant, what is the estimated hire date?	
Describe Duties (include purpose and destination of any job-related travel). Please expand box if needed.	Total Annual Salary	Total FTE (please don't remove the formula)	Salary Paid by this Contract
		#DIV/0!	
	If Travel is Required, Estimated Travel Expense	Benefits	Fringe Benefits (Total Travel and Benefits)
			\$0
HCP Service Category		Subtotal	\$0
Total Personnel Expenses (this page)			\$0

HIV Care Program SUPPLEMENTAL FORM D - Client Service Provider Budget Summary

Contractor and Contract Number:

RW SUP Year

San Francisco Dept of Public Health

2016-2017

Service Provider Information	
Service Provider's Name and DUNS#	Bid Status (place x in one)
Rafiki Coalition for Health & Wellness, DUNS#608100186	<input type="checkbox"/> Sole Source (Attach Justification) <input checked="" type="checkbox"/> Competitive Bid <small>Not applicable for OA Contractors.</small>
Contact Person	Title
Perry Lang	Executive Director
Mailing Address	Telephone Number
601 Cesar Chavez Street	415-615-9945, ext 103
E-Mail Address	Fax Number
plang@rafikicoalition.org	
Website Address (if any)	Federal Taxpayer Identification Number
	68-0480736
Do members of minority racial/ethnic groups constitute a majority of Board members and/or a majority of staff (volunteer or paid) providing care? (place x in one)	Ownership Status (place x in one)
<input type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Private/Non Profit <input type="checkbox"/> Public/Local <input type="checkbox"/> Private/For Profit <input type="checkbox"/> Public/State <input type="checkbox"/> Incorporated <input type="checkbox"/> Public/Federal

Client Service Costs			Estimated Clients Served	Funding Sources/Resources Available <small>NOTE: Please include all funding sources (Part A, B, C, D, ADAP, HOPWA, Medi-Cal, CDC, in-kind, CalFresh, etc.) that are used to fund each service category. For Part A, B, and in-kind funding, please provide estimated percentages. If there are any issues or concerns regarding funding, please make an appropriate comment.</small>	Budgeted Amount	
Services <small>NOTE: The exact HCP category name(s) for allowable core and support services must be used here. Use drop down list</small>	Personnel Costs	Non-Personnel Costs (Also use Non-Personnel Justification Form)				
Housing	\$65,664	\$17,936	28	354,826 RWPA & 50,940 GF	\$83,600	
					\$0	
					\$0	
					\$0	
					\$0	
					\$0	
Totals	\$65,664	\$17,936		Total Services	\$83,600	
Total Administrative Personnel					\$0	
Operating Expenses						
(Please list in detail)						
Total Operating						\$0
Capital Expenditures						
Indirect Costs						
(Please list in detail)						
10% of direct cost						
Total Indirect					\$5,400	
<small>(cannot exceed 15% of Client Service Provider Total Personnel Expenses)</small>						
Total Administrative Costs					\$5,400	
<small>Total of Contractor and Subcontractor(s) Administrative Costs can't exceed 10% of total allocation</small>					6%	
Total Service Provider Budget					\$89,000	

HIV Care Program SUPPLEMENTAL FORM E - Client Service Provider Personnel Detail

Contractor and Contract Number (and Subcontractor):
San Francisco Dept of Public Health

RW SUP Year
2016-2017

Position Title	Staff Member's First and Last Name <small>Note: List every Staff Member / Position separately</small>	If vacant, what is the estimated hire date?		
Case Manager	Francis Broome			
Describe Duties (include purpose and destination of any job-related travel). Please expand box if needed.	Total Annual Salary	Total FTE (please don't remove the formula)	Salary Paid by this Contract	
Provide case management services to 11 transitional house residents	\$30,000	0.80	\$24,000	
	If Travel is Required, Estimated Travel Expense	Benefits	Fringe Benefits (Total Travel and Benefits)	
		\$6,410	\$6,410	
HCP Service Category	Housing	Subtotal		\$30,410
Position Title	Staff Member's First and Last Name <small>Note: List every Staff Member / Position separately</small>	If vacant, what is the estimated hire date?		
Resident Managers	Michael Lewis			
Describe Duties (include purpose and destination of any job-related travel). Please expand box if needed.	Total Annual Salary	Total FTE (please don't remove the formula)	Salary Paid by this Contract	
Provide 24 hours management of transitional house operations and activities of 11 resident clients	\$18,720	1.00	\$18,720	
	If Travel is Required, Estimated Travel Expense	Benefits	Fringe Benefits (Total Travel and Benefits)	
		\$4,834	\$4,834	
HCP Service Category	Housing	Subtotal		\$23,554
Position Title	Staff Member's First and Last Name <small>Note: List every Staff Member / Position separately</small>	If vacant, what is the estimated hire date?		
Relief Resident Managers	Hugo Calderon			
Describe Duties (include purpose and destination of any job-related travel). Please expand box if needed.	Total Annual Salary	Total FTE (please don't remove the formula)	Salary Paid by this Contract	
Provide 24 hours management of transitional house operations and activities of 11 resident clients on a as-needed basis	\$18,720	0.50	\$9,360	
	If Travel is Required, Estimated Travel Expense	Benefits	Fringe Benefits (Total Travel and Benefits)	
		\$2,340	\$2,340	
HCP Service Category	Housing	Subtotal		\$11,700
Position Title	Staff Member's First and Last Name <small>Note: List every Staff Member / Position separately</small>	If vacant, what is the estimated hire date?		
Describe Duties (include purpose and destination of any job-related travel). Please expand box if needed.	Total Annual Salary	Total FTE (please don't remove the formula)	Salary Paid by this Contract	
		#DIV/0!		
	If Travel is Required, Estimated Travel Expense	Benefits	Fringe Benefits (Total Travel and Benefits)	
			\$0	
HCP Service Category		Subtotal		\$0
Position Title	Staff Member's First and Last Name <small>Note: List every Staff Member / Position separately</small>	If vacant, what is the estimated hire date?		
Describe Duties (include purpose and destination of any job-related travel). Please expand box if needed.	Total Annual Salary	Total FTE (please don't remove the formula)	Salary Paid by this Contract	
		#DIV/0!		
	If Travel is Required, Estimated Travel Expense	Benefits	Fringe Benefits (Total Travel and Benefits)	
			\$0	
HCP Service Category		Subtotal		\$0
Total Personnel Expenses (this page)				\$65,664

HIV Care Program SUPPLEMENTAL FORM D - Client Service Provider Budget Summary

Contractor and Contract Number:

RW SUP Year

San Francisco Dept of Public Health

2016-2017

Service Provider Information	
Service Provider's Name and DUNS#	Bid Status (place x in one)
University of Pacific - DUNS#625948831	<input type="checkbox"/> Sole Source (Attach Justification) <input checked="" type="checkbox"/> Competitive Bid <small>Not applicable for OA Contractors.</small>
Contact Person	Title
Cheryl Flores	Budget
Mailing Address	Telephone Number
155 5th Street, Room 312D, SF, CA 94103	415-351-7189
E-Mail Address	Fax Number
cflores1@pacific.edu	
Website Address (if any)	Federal Taxpayer Identification Number
	94-1156266
Do members of minority racial/ethnic groups constitute a majority of Board members and/or a majority of staff (volunteer or paid) providing care? (place x in one)	Ownership Status (place x in one)
<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Private/Non Profit <input type="checkbox"/> Public/Local <input checked="" type="checkbox"/> Private/For Profit <input type="checkbox"/> Public/State <input type="checkbox"/> Incorporated <input type="checkbox"/> Public/Federal

Client Service Costs			Estimated Clients Served	Funding Sources/Resources Available <small>NOTE: Please include all funding sources (Part A, B, C, D, ADAP, HOPWA, Medi-Cal, CDC, in-kind, CalFresh, etc.) that are used to fund each service category. For Part A, B, and in-kind funding, please provide estimated percentages. If there are any issues or concerns regarding funding, please make an appropriate comment.</small>	Budgeted Amount	
Services <small>NOTE: The exact HCP category name(s) for allowable core and support services must be used here. Use drop down list</small>	Personnel Costs	Non-Personnel Costs (Also use Non-Personnel Justification Form)				
Oral Health Care	\$140,272	\$43,214	200	424,415 RWPA	\$183,486	
					\$0	
					\$0	
					\$0	
					\$0	
					\$0	
Totals	\$140,272	\$43,214		Total Services	\$183,486	
Total Administrative Personnel					\$0	
Operating Expenses						
<small>(Please list in detail)</small>						
Total Operating						\$0
Capital Expenditures						
Indirect Costs						
<small>(Please list in detail)</small>						
9% of direct cost						
Administrative Costs and allocated for overhead costs as follows: building rent, utilities, maintenance and repair, janitorial, payroll and tax services, auditor						
Total Indirect						\$16,514
<small>(cannot exceed 15% of Client Service Provider Total Personnel Expenses)</small>						
Total Administrative Costs					\$16,514	
<small>Total of Contractor and Subcontractor(s) Administrative Costs can't exceed 10% of total allocation</small>					<small>8%</small>	
Total Service Provider Budget					\$200,000	

HIV Care Program SUPPLEMENTAL FORM E - Client Service Provider Personnel Detail

Contractor and Contract Number (and Subcontractor):
San Francisco Dept of Public Health

RW SUP Year
2016-2017

Position Title	Staff Member's First and Last Name <small>Note: List every Staff Member / Position separately</small>	If vacant, what is the estimated hire date?		
Group Practice Leader 2A	Dr. Lynn Edwards			
Describe Duties (include purpose and destination of any job-related travel). Please expand box if needed. This faculty person supervises students in the clinic and oversees patient care.	Total Annual Salary	Total FTE (please don't remove the formula)	Salary Paid by this Contract	
	\$141,643	0.0625	\$8,853	
	If Travel is Required, Estimated Travel Expense	Benefits	Fringe Benefits (Total Travel and Benefits)	
		\$2,762	\$2,762	
HCP Service Category	Oral Health Care	Subtotal		\$11,615
Group Practice Leader 2B	Dr. Michelle Brady			
Describe Duties (include purpose and destination of any job-related travel). Please expand box if needed. This faculty person supervises students in the clinic and oversees patient care.	Total Annual Salary	Total FTE (please don't remove the formula)	Salary Paid by this Contract	
	\$143,698	0.065	\$9,340	
	If Travel is Required, Estimated Travel Expense	Benefits	Fringe Benefits (Total Travel and Benefits)	
		\$2,914	\$2,914	
HCP Service Category	Oral Health Care	Subtotal		\$12,255
Group Practice Leader 2C	Dr. Mark Booth			
Describe Duties (include purpose and destination of any job-related travel). Please expand box if needed. This faculty person supervises students in the clinic and oversees patient care.	Total Annual Salary	Total FTE (please don't remove the formula)	Salary Paid by this Contract	
	\$152,003	0.065	\$9,880	
	If Travel is Required, Estimated Travel Expense	Benefits	Fringe Benefits (Total Travel and Benefits)	
		\$3,083	\$3,083	
HCP Service Category	Oral Health Care	Subtotal		\$12,963
Group Practice Leader 2D	Dr. Mark Abzug			
Describe Duties (include purpose and destination of any job-related travel). Please expand box if needed. This faculty person supervises students in the clinic and oversees patient care.	Total Annual Salary	Total FTE (please don't remove the formula)	Salary Paid by this Contract	
	\$144,304	0.065	\$9,380	
	If Travel is Required, Estimated Travel Expense	Benefits	Fringe Benefits (Total Travel and Benefits)	
		\$2,926	\$2,926	
HCP Service Category	Oral Health Care	Subtotal		\$12,306
Group Practice Leader 3A	Dr. Kalid Aziz			
Describe Duties (include purpose and destination of any job-related travel). Please expand box if needed. This faculty person supervises students in the clinic and oversees patient care.	Total Annual Salary	Total FTE (please don't remove the formula)	Salary Paid by this Contract	
	\$141,326	0.065	\$9,186	
	If Travel is Required, Estimated Travel Expense	Benefits	Fringe Benefits (Total Travel and Benefits)	
		\$2,866	\$2,866	
HCP Service Category	Oral Health Care	Subtotal		\$12,052
Total Personnel Expenses (this page)				\$61,191

HIV Care Program SUPPLEMENTAL FORM E - Client Service Provider Personnel Detail

Contractor and Contract Number (and Subcontractor):
San Francisco Dept of Public Health

RW SUP Year
2016-2017

Position Title	Staff Member's First and Last Name <small>Note: List every Staff Member / Position separately</small>	If vacant, what is the estimated hire date?		
Group Practice Leader 3B	Brian Kenyon			
Describe Duties (include purpose and destination of any job-related travel). Please expand box if needed.	Total Annual Salary	Total FTE (please don't remove the formula)	Salary Paid by this Contract	
This faculty person supervises students in the clinic and oversees patient care.	\$160,236	0.0650	\$10,415	
	If Travel is Required, Estimated Travel Expense	Benefits	Fringe Benefits (Total Travel and Benefits)	
		\$3,250	\$3,250	
HCP Service Category	Oral Health Care	Subtotal		\$13,665
Position Title	Staff Member's First and Last Name <small>Note: List every Staff Member / Position separately</small>	If vacant, what is the estimated hire date?		
Group Practice Leader 3C	Dr. Lisa Itaya			
Describe Duties (include purpose and destination of any job-related travel). Please expand box if needed.	Total Annual Salary	Total FTE (please don't remove the formula)	Salary Paid by this Contract	
This faculty person supervises students in the clinic and oversees patient care.	\$164,008	0.065	\$10,661	
	If Travel is Required, Estimated Travel Expense	Benefits	Fringe Benefits (Total Travel and Benefits)	
		\$3,326	\$3,326	
HCP Service Category	Oral Health Care	Subtotal		\$13,987
Position Title	Staff Member's First and Last Name <small>Note: List every Staff Member / Position separately</small>	If vacant, what is the estimated hire date?		
Group Practice Leader 3D	Dr. Desmond Gallagher			
Describe Duties (include purpose and destination of any job-related travel). Please expand box if needed.	Total Annual Salary	Total FTE (please don't remove the formula)	Salary Paid by this Contract	
This faculty person supervises students in the clinic and oversees patient care.	\$140,681	0.065	\$9,144	
	If Travel is Required, Estimated Travel Expense	Benefits	Fringe Benefits (Total Travel and Benefits)	
		\$2,853	\$2,853	
HCP Service Category	Oral Health Care	Subtotal		\$11,997
Position Title	Staff Member's First and Last Name <small>Note: List every Staff Member / Position separately</small>	If vacant, what is the estimated hire date?		
Oral Surgeon	Dr. Anders Nattestad			
Describe Duties (include purpose and destination of any job-related travel). Please expand box if needed.	Total Annual Salary	Total FTE (please don't remove the formula)	Salary Paid by this Contract	
Provides consultation and patient services in the specialty of oral and maxillofacial surgery.	\$289,078	0.011	\$3,295	
	If Travel is Required, Estimated Travel Expense	Benefits	Fringe Benefits (Total Travel and Benefits)	
		\$1,028	\$1,028	
HCP Service Category	Oral Health Care	Subtotal		\$4,324
Position Title	Staff Member's First and Last Name <small>Note: List every Staff Member / Position separately</small>	If vacant, what is the estimated hire date?		
Prosthodontics	Dr. Eugene Labarre			
Describe Duties (include purpose and destination of any job-related travel). Please expand box if needed.	Total Annual Salary	Total FTE (please don't remove the formula)	Salary Paid by this Contract	
Provides consultation and patient services in the specialty of fixed and removable prosthetics. This position funds the Chair of the Department.	\$172,822	0.011	\$1,815	
	If Travel is Required, Estimated Travel Expense	Benefits	Fringe Benefits (Total Travel and Benefits)	
		\$566	\$566	
HCP Service Category	Oral Health Care	Subtotal		\$2,381
Total Personnel Expenses (this page)				\$46,353

HIV Care Program SUPPLEMENTAL FORM E - Client Service Provider Personnel Detail

Contractor and Contract Number (and Subcontractor):
San Francisco Dept of Public Health

RW SUP Year
2016-2017

Position Title	Staff Member's First and Last Name <small>Note: List every Staff Member / Position separately</small>	If vacant, what is the estimated hire date?		
Director of Radiology	Dr. Miriam Robins			
Describe Duties (include purpose and destination of any job-related travel). Please expand box if needed.	Total Annual Salary	Total FTE (please don't remove the formula)	Salary Paid by this Contract	
Provides consultation and patient services in the specialty of radiology.	\$117,588	0.0300	\$3,528	
	If Travel is Required, Estimated Travel Expense:	Benefits	Fringe Benefits (Total Travel and Benefits)	
		\$1,099	\$1,099	
HCP Service Category	Oral Health Care	Subtotal		\$4,626
Position Title	Staff Member's First and Last Name <small>Note: List every Staff Member / Position separately</small>	If vacant, what is the estimated hire date?		
Special Care Faculty	Dr. Paul Subar			
Describe Duties (include purpose and destination of any job-related travel). Please expand box if needed.	Total Annual Salary	Total FTE (please don't remove the formula)	Salary Paid by this Contract	
Supervises students and provides patient services in the Special Care Clinic Dentistry Clinic.	\$164,802	0.0090	\$1,483	
	If Travel is Required, Estimated Travel Expense:	Benefits	Fringe Benefits (Total Travel and Benefits)	
		\$463	\$463	
HCP Service Category	Oral Health Care	Subtotal		\$1,946
Position Title	Staff Member's First and Last Name <small>Note: List every Staff Member / Position separately</small>	If vacant, what is the estimated hire date?		
CARE Coordinator - Yian Saechao	Yian Saechao			
Describe Duties (include purpose and destination of any job-related travel). Please expand box if needed.	Total Annual Salary	Total FTE (please don't remove the formula)	Salary Paid by this Contract	
Performs duties related to CARE billing and ARIES data input; facilitates client intakes; acquires and collates pertinent lab values required for treatment.	\$68,211	0.2000	\$13,642	
	If Travel is Required, Estimated Travel Expense:	Benefits	Fringe Benefits (Total Travel and Benefits)	
		\$4,256	\$4,256	
HCP Service Category	Oral Health Care	Subtotal		\$17,899
Position Title	Staff Member's First and Last Name <small>Note: List every Staff Member / Position separately</small>	If vacant, what is the estimated hire date?		
Financial Coordinator - Cheryl Flores	Cheryl Flores			
Describe Duties (include purpose and destination of any job-related travel). Please expand box if needed.	Total Annual Salary	Total FTE (please don't remove the formula)	Salary Paid by this Contract	
Enters Units of Service into the Department of Public Health's ARIES system.	\$71,760	0.0877	\$6,293	
	If Travel is Required, Estimated Travel Expense:	Benefits	Fringe Benefits (Total Travel and Benefits)	
		\$1,964	\$1,964	
HCP Service Category	Oral Health Care	Subtotal		\$8,257
Position Title	Staff Member's First and Last Name <small>Note: List every Staff Member / Position separately</small>	If vacant, what is the estimated hire date?		
Describe Duties (include purpose and destination of any job-related travel). Please expand box if needed.	Total Annual Salary	Total FTE (please don't remove the formula)	Salary Paid by this Contract	
		#DIV/0!		
	If Travel is Required, Estimated Travel Expense:	Benefits	Fringe Benefits (Total Travel and Benefits)	
			\$0	
HCP Service Category		Subtotal		\$0
Total Personnel Expenses (this page)				\$32,728

HIV Care Program SUPPLEMENTAL FORM D - Client Service Provider Budget Summary

Contractor and Contract Number:
San Francisco Dept of Public Health

RW SUP Year
2016-2017

Service Provider Information	
Service Provider's Name and DUNS#	Bid Status (place x in one)
Maitri AIDS Hospice DUNS# 786851444	<input type="checkbox"/> Sole Source (Attach Justification) <input type="checkbox"/> Competitive Bid <small>Not applicable for OA Contractors.</small>
Contact Person	Title
Michael Smithwickh, Executive Director	ED
Mailing Address	Telephone Number
401 Duboce Avenue, San Francisco, CA 94117	415-558-3006
E-Mail Address	Fax Number
msmithwick@maitrisf.org	
Website Address (if any)	Federal Taxpayer Identification Number
www.maitrisf.org	94-3189198
Do members of minority racial/ethnic groups constitute a majority of Board members and/or a majority of staff (volunteer or paid) providing care? (place x in one)	Ownership Status (place x in one)
<input type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Private/Non Profit <input type="checkbox"/> Public/Local <input type="checkbox"/> Private/For Profit <input type="checkbox"/> Public/State <input type="checkbox"/> Incorporated <input type="checkbox"/> Public/Federal

Client Service Costs			Estimated Clients Served	Funding Sources/Resources Available <small>NOTE: Please include all funding sources (Part A, B, C, D, ADAP, HOPWA, Medi-Cal, CDC, In-kind, CalFresh, etc.) that are used to fund each service category. For Part A, B, and in-kind funding, please provide estimated percentages. If there are any issues or concerns regarding funding, please make an appropriate comment.</small>	Budgeted Amount	
Services <small>NOTE: The exact HCP category name(s) for allowable core and support services must be used here. Use drop down list</small>	Personnel Costs	Non-Personnel Costs (Also use Non-Personnel Justification Form)				
Hospice Services	\$54,190	\$35,810	13	784,687 RWPA & 568,691 SAM	\$90,000	
					\$0	
					\$0	
					\$0	
					\$0	
					\$0	
Totals	\$54,190	\$35,810		Total Services	\$90,000	
Total Administrative Personnel					\$0	
Operating Expenses						
<small>(Please list in detail)</small>						
Total Operating						\$0
Capital Expenditures						
Indirect Costs						
<small>(Please list in detail)</small>						
Insurance, telephone, admin and accounting personnel						
					\$5,000	
Total Indirect						\$5,000
<small>(cannot exceed 15% of Client Service Provider Total Personnel Expenses)</small>						
Total Administrative Costs					\$5,000	
<small>Total of Contractor and Subcontractor(s) Administrative Costs can't exceed 10% of total allocation</small>					<small>5%</small>	
Total Service Provider Budget					\$95,000	

HIV Care Program SUPPLEMENTAL FORM E - Client Service Provider Personnel Detail

Contractor and Contract Number (and Subcontractor):
San Francisco Dept of Public Health

RW SUP Year
2016-2017

Position Title	Staff Member's First and Last Name <small>Note: List every Staff Member / Position separately</small>	If vacant, what is the estimated hire date?		
Nurse Care Coordinator	Tammi Redding			
Describe Duties (include purpose and destination of any job-related travel). Please expand box if needed. The Nurse Care Coordinator will review medical history and current health status as part of the admissions process. She will identify the need for and request evaluation for diagnostic testing, including laboratory testing. Tami through her medical care evaluates treatment adherence and has a significant role in evaluating and reviewing care.	Total Annual Salary	\$103,827	Total FTE (please don't remove the formula) 0.08	Salary Paid by this Contract \$8,306
	If Travel is Required, Estimated Travel Expense		Benefits \$2,326	Fringe Benefits (Total Travel and Benefits) \$2,326
	HCP Service Category	Hospice Services	Subtotal	\$10,632
Nursing Manager	Tess Gurrey			
Describe Duties (include purpose and destination of any job-related travel). Please expand box if needed. Primary supervisor to the CNA and LVN nursing care team, Tess works directly with patients when the team requires guidance and assistance managing challenging behavior. Tess collaborates with all team members daily in service to harm reduction based care.	Total Annual Salary	\$93,289	Total FTE (please don't remove the formula) 0.05	Salary Paid by this Contract \$4,664
	If Travel is Required, Estimated Travel Expense		Benefits \$1,306	Fringe Benefits (Total Travel and Benefits) \$1,306
	HCP Service Category	Hospice Services	Subtotal	\$5,970
LVN. Team Leader	Kat Rae			
Describe Duties (include purpose and destination of any job-related travel). Please expand box if needed. Primary supervisor to the CNA and LVN nursing care team, Tess works directly with patients when the team requires guidance and assistance managing challenging behavior. Tess collaborates with all team members daily in service to harm reduction based care.	Total Annual Salary	\$61,900	Total FTE (please don't remove the formula) 0.15	Salary Paid by this Contract \$9,285
	If Travel is Required, Estimated Travel Expense		Benefits \$2,600	Fringe Benefits (Total Travel and Benefits) \$2,600
	HCP Service Category	Hospice Services	Subtotal	\$11,885
Program Director	Susan Canavan			
Describe Duties (include purpose and destination of any job-related travel). Please expand box if needed. as Program Director Susan is responsible for all referrals and intake interviews and non-medical assessments for admission into the Maitri program. Applicants with serious drug use are informed about harm reduction practices at Maitri. Susan continues to meet with residents particularly if behavior impacts treatment goals or community stability.	Total Annual Salary	\$80,000	Total FTE (please don't remove the formula) 0.25	Salary Paid by this Contract \$20,000
	If Travel is Required, Estimated Travel Expense		Benefits \$5,703	Fringe Benefits (Total Travel and Benefits) \$5,703
	HCP Service Category	Hospice Services	Subtotal	\$25,703
Describe Duties (include purpose and destination of any job-related travel). Please expand box if needed.	Total Annual Salary		Total FTE (please don't remove the formula) #DIV/0!	Salary Paid by this Contract
	If Travel is Required, Estimated Travel Expense		Benefits	Fringe Benefits (Total Travel and Benefits) \$0
	HCP Service Category		Subtotal	\$0
Total Personnel Expenses (this page)				\$54,190

HIV Care Program SUPPLEMENTAL FORM D - Client Service Provider Budget Summary

Contractor and Contract Number:
San Francisco Dept of Public Health

RW SUP Year
2016-2017

Service Provider Information	
Service Provider's Name and DUNS#	Bid Status (place x in one)
UCSF DUNS# 094878337	<input type="checkbox"/> Sole Source (Attach Justification) <input type="checkbox"/> Competitive Bid <small>Not applicable for OA Contractors.</small>
Contact Person	Title
Paul Dertien	Division Administrator
Mailing Address	Telephone Number
400 Parnassus Avenue, SF, CA	415-502-5870
E-Mail Address	Fax Number
Website Address (if any)	Federal Taxpayer Identification Number
	94-2899914
Do members of minority racial/ethnic groups constitute a majority of Board members and/or a majority of staff (volunteer or paid) providing care? (place x in one)	Ownership Status (place x in one)
<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Private/Non Profit <input type="checkbox"/> Public/Local <input type="checkbox"/> Private/For Profit <input checked="" type="checkbox"/> Public/State <input type="checkbox"/> Incorporated <input type="checkbox"/> Public/Federal

Client Service Costs			Estimated Clients Served	Funding Sources/Resources Available <small>NOTE: Please include all funding sources (Part A, B, C, D, ADAP, HOPWA, Medi-Cal, CDC, in-kind, CalFresh, etc.) that are used to fund each service category. For Part A, B, and in-kind funding, please provide estimated percentages. If there are any issues or concerns regarding funding, please make an appropriate comment.</small>	Budgeted Amount
Services <small>NOTE: The exact HCP category name(s) for allowable core and support services must be used here. Use drop down list</small>	Personnel Costs	Non-Personnel Costs (Also use Non-Personnel Justification Form)			
Mental Health Services	\$157,856	\$6,508	35	RWPA 1,437,110, GF 711,612	\$164,364
					\$0
					\$0
					\$0
					\$0
					\$0
					\$0
Totals	\$157,856	\$6,508		Total Services	\$164,364
Total Administrative Personnel					\$0
Operating Expenses					
<small>(Please list in detail)</small>					
Total Operating					\$0
Capital Expenditures					
Indirect Costs					
<small>(Please list in detail)</small>					
UCSF mandatory indirect charges on all CCSF contracts is 12%, unless funder further limits indirect rates. Given this RFP limits indirect rate to 10%, this proposal calculates indirect at 10%.					\$13,636
Total Indirect <small>(cannot exceed 15% of Client Service Provider Total Personnel Expenses)</small>					\$13,636
Total Administrative Costs					\$13,636
<small>Total of Contractor and Subcontractor(s) Administrative Costs can't exceed 10% of total allocation</small>					8%
Total Service Provider Budget					\$178,000

HIV Care Program SUPPLEMENTAL FORM E - Client Service Provider Personnel Detail

Contractor and Contract Number (and Subcontractor):
San Francisco Dept of Public Health

RW SUP Year
2016-2017

Position Title	Staff Member's First and Last Name <small>Note: List every Staff Member / Position separately</small>	If vacant, what is the estimated hire date?	
TBH, Clinical Social Worker II	To be hired		
Describe Duties (include purpose and destination of any job-related travel). Please expand box if needed.	Total Annual Salary	Total FTE (please don't remove the formula)	Salary Paid by this Contract
Will provide clinical services including client assessments, crisis intervention, triage services case management, brief psychotherapy services, and coordination of care.	\$79,553	0.50	\$39,776
	If Travel is Required, Estimated Travel Expense	Benefits	Fringe Benefits (Total Travel and Benefits)
		\$8,045	\$8,045
HCP Service Category	Mental Health Services	Subtotal	\$47,822
TBH, Clinical Social Worker II	To be hired		
Describe Duties (include purpose and destination of any job-related travel). Please expand box if needed.	Total Annual Salary	Total FTE (please don't remove the formula)	Salary Paid by this Contract
Will provide clinical services including client assessments, crisis intervention, triage services case management, brief psychotherapy services, and coordination of care.	\$79,553	0.50	\$39,776
	If Travel is Required, Estimated Travel Expense	Benefits	Fringe Benefits (Total Travel and Benefits)
		\$8,353	\$8,353
HCP Service Category	Mental Health Services	Subtotal	\$48,129
Clinical Social Worker I	Barton Shulman		
Describe Duties (include purpose and destination of any job-related travel). Please expand box if needed.	Total Annual Salary	Total FTE (please don't remove the formula)	Salary Paid by this Contract
Will provide clinical services including client assessments, crisis intervention, triage services case management, brief psychotherapy services, and coordination of care. Will facilitate client groups.	\$68,298	0.45	\$30,734
	If Travel is Required, Estimated Travel Expense	Benefits	Fringe Benefits (Total Travel and Benefits)
		\$6,454	\$6,454
HCP Service Category	Mental Health Services	Subtotal	\$37,189
Program Assistant	Nikalet Brownson		
Describe Duties (include purpose and destination of any job-related travel). Please expand box if needed.	Total Annual Salary	Total FTE (please don't remove the formula)	Salary Paid by this Contract
Will provide program support services to the program. Duties will include: client interaction, client check-in, maintaining evaluation databases, participant satisfaction surveys, and record keeping. Tasks will include typing corespondences, maintaining files, coordinating and setting up group space arrangements and data entry.	\$40,853	0.50	\$20,427
	If Travel is Required, Estimated Travel Expense	Benefits	Fringe Benefits (Total Travel and Benefits)
		\$4,290	\$4,290
HCP Service Category	Mental Health Services	Subtotal	\$24,716
Describe Duties (include purpose and destination of any job-related travel). Please expand box if needed.	Total Annual Salary	Total FTE (please don't remove the formula)	Salary Paid by this Contract
		#DIV/0!	
	If Travel is Required, Estimated Travel Expense	Benefits	Fringe Benefits (Total Travel and Benefits)
			\$0
HCP Service Category		Subtotal	\$0
Total Personnel Expenses (this page)			\$157,856

HIV Care Program SUPPLEMENTAL FORM D - Client Service Provider Budget Summary

Contractor and Contract Number:

RW SUP Year

San Francisco Dept of Public Health

2016-2017

Service Provider Information	
Service Provider's Name and DUNS#	Bid Status (place x in one)
INSTITUTO FAMILIAR DE LA RAZA INC - DUNS 787782754	<input type="checkbox"/> Sole Source (Attach Justification) <input type="checkbox"/> Competitive Bid <small>Not applicable for OA Contractors.</small>
Contact Person	Title
Dr. Estela Garcia, DMH	Executive Director
Mailing Address	Telephone Number
2919 Mission Street, SF, CA 94110	(415) 229-0523
E-Mail Address	Fax Number
Estela.Garcia@ifrsf.org	
Website Address (if any)	Federal Taxpayer Identification Number
	94-2523608
Do members of minority racial/ethnic groups constitute a majority of Board members and/or a majority of staff (volunteer or paid) providing care? (place x in one) <input type="checkbox"/> Yes <input type="checkbox"/> No	Ownership Status (place x in one) <input checked="" type="checkbox"/> Private/Non Profit <input type="checkbox"/> Public/Local <input type="checkbox"/> Private/For Profit <input type="checkbox"/> Public/State <input type="checkbox"/> Incorporated <input type="checkbox"/> Public/Federal

Client Service Costs			Estimated Clients Served	Funding Sources/Resources Available <small>NOTE: Please include all funding sources (Part A, B, C, D, ADAP, HOPWA, Medi-Cal, CDC, in-kind, CalFresh, etc.) that are used to fund each service category. For Part A, B, and in-kind funding, please provide estimated percentages. If there are any issues or concerns regarding funding, please make an appropriate comment.</small>	Budgeted Amount	
Services <small>NOTE: The exact HCP category name(s) for allowable core and support services must be used here. Use drop down list</small>	Personnel Costs	Non-Personnel Costs (Also use Non-Personnel Justification Form)				
Mental Health Services	\$54,679	\$1,354	11	231,778 RWPA	\$56,033	
					\$0	
					\$0	
					\$0	
					\$0	
					\$0	
Totals	\$54,679	\$1,354		Total Services	\$56,033	
Total Administrative Personnel					\$0	
Operating Expenses						
<small>(Please list in detail)</small>						
Total Operating						\$0
Capital Expenditures						
Indirect Costs						
<small>(Please list in detail)</small>						
Indirect expenses - Salaries						\$3,303
Fringe Benefit - 25%						
Total Indirect						\$3,303
<small>(cannot exceed 15% of Client Service Provider Total Personnel Expenses)</small>						
Total Administrative Costs					\$3,303	
<small>Total of Contractor and Subcontractor(s) Administrative Costs can't exceed 10% of total allocation</small>					6%	
Total Service Provider Budget					\$59,336	

HIV Care Program SUPPLEMENTAL FORM E - Client Service Provider Personnel Detail

Contractor and Contract Number (and Subcontractor):
San Francisco Dept of Public Health

RW SUP Year
2016-2017

Position Title	Staff Member's First and Last Name <small>Note: List every Staff Member / Position separately</small>	If vacant, what is the estimated hire date?		
Mental Health Counselor	To be hired			
Describe Duties (include purpose and destination of any job-related travel). Please expand box if needed. Provides individual assessment, short and long term counseling, and referrals to address behavioral health needs. Facilitates Psychosocial Support Groups to address psychosocial factors impacting clients' well-being.	Total Annual Salary	Total FTE (please don't remove the formula)	Salary Paid by this Contract	
	\$43,000	0.50	\$21,500	
	If Travel is Required, Estimated Travel Expense	Benefits	Fringe Benefits (Total Travel and Benefits)	
		\$9,356	\$9,356	
HCP Service Category	Mental Health Services	Subtotal:		\$30,856
Position Title	Staff Member's First and Last Name <small>Note: List every Staff Member / Position separately</small>	If vacant, what is the estimated hire date?		
Program Manager	Rafael Velazquez			
Describe Duties (include purpose and destination of any job-related travel). Please expand box if needed. Responsible for operation of integrated HIV services including implementation of policies and procedures; supervision of staff and performance evaluations; responsible for contract monitoring and reporting, data management, program evaluation and program reports.	Total Annual Salary	Total FTE (please don't remove the formula)	Salary Paid by this Contract	
	\$63,820	0.15	\$9,573	
	If Travel is Required, Estimated Travel Expense	Benefits	Fringe Benefits (Total Travel and Benefits)	
		\$4,212	\$4,212	
HCP Service Category	Mental Health Services	Subtotal:		\$13,785
Position Title	Staff Member's First and Last Name <small>Note: List every Staff Member / Position separately</small>	If vacant, what is the estimated hire date?		
HIV Prevention Coordinator	Alex Marin			
Describe Duties (include purpose and destination of any job-related travel). Please expand box if needed. Oversees and coordinates day to a day services; supervises Mental Health Counselor; monitors productivity; prepares reports; participates in data analysis and program design. As needed, assists in facilitating groups.	Total Annual Salary	Total FTE (please don't remove the formula)	Salary Paid by this Contract	
	\$45,320	0.15	\$6,798	
	If Travel is Required, Estimated Travel Expense	Benefits	Fringe Benefits (Total Travel and Benefits)	
		\$3,240	\$3,240	
HCP Service Category	Mental Health Services	Subtotal:		\$10,038
Position Title	Staff Member's First and Last Name <small>Note: List every Staff Member / Position separately</small>	If vacant, what is the estimated hire date?		
Describe Duties (include purpose and destination of any job-related travel). Please expand box if needed.	Total Annual Salary	Total FTE (please don't remove the formula)	Salary Paid by this Contract	
		#DIV/0!		
	If Travel is Required, Estimated Travel Expense	Benefits	Fringe Benefits (Total Travel and Benefits)	
			\$0	
HCP Service Category		Subtotal:		\$0
Position Title	Staff Member's First and Last Name <small>Note: List every Staff Member / Position separately</small>	If vacant, what is the estimated hire date?		
Describe Duties (include purpose and destination of any job-related travel). Please expand box if needed.	Total Annual Salary	Total FTE (please don't remove the formula)	Salary Paid by this Contract	
		#DIV/0!		
	If Travel is Required, Estimated Travel Expense	Benefits	Fringe Benefits (Total Travel and Benefits)	
			\$0	
HCP Service Category		Subtotal:		\$0
Total Personnel Expenses (this page)				\$54,679

HIV Care Program SUPPLEMENTAL FORM D - Client Service Provider Budget Summary

Contractor and Contract Number:
San Francisco Dept of Public Health

RW SUP Year
2016-2017

Service Provider Information	
Service Provider's Name and DUNS#	Bid Status (place x in one)
Project Open Hand DUNS# 361917693	<input type="checkbox"/> Sole Source (Attach Justification) <input type="checkbox"/> Competitive Bid <small>Not applicable for OA Contractors.</small>
Contact Person	Title
Mark Ryle	Chief Executive Officer
Mailing Address	Telephone Number
730 Polk Street, San Francisco, CA 94109	415-447-2321
E-Mail Address	Fax Number
mryle@openhand.org	415-447-2490
Website Address (if any)	Federal Taxpayer Identification Number
www.openhand.org	94-3023551
Do members of minority racial/ethnic groups constitute a majority of Board members and/or a majority of staff (volunteer or paid) providing care? (place x in one)	Ownership Status (place x in one)
<input type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Private/Non Profit <input type="checkbox"/> Public/Local <input type="checkbox"/> Private/For Profit <input type="checkbox"/> Public/State <input type="checkbox"/> Incorporated <input type="checkbox"/> Public/Federal

Client Service Costs			Estimated Clients Served	Funding Sources/Resources Available <small>NOTE: Please include all funding sources (Part A, B, C, D, ADAP, HOPWA, Medi-Cal, CDC, in-kind, CalFresh, etc.) that are used to fund each service category. For Part A, B, and In-kind funding, please provide estimated percentages. If there are any issues or concerns regarding funding, please make an appropriate comment.</small>	Budgeted Amount
Services <small>NOTE: The exact HCP category name(s) for allowable core and support services must be used here. Use drop down list</small>	Personnel Costs	Non-Personnel Costs (Also use Non-Personnel Justification Form)			
Food Bank/Home Delivered Meals	\$29,724	\$90,276	170	1,398,279 SAM	\$120,000
					\$0
					\$0
					\$0
					\$0
					\$0
					\$0
Totals	\$29,724	\$90,276		Total Services	\$120,000
Total Administrative Personnel					
Operating Expenses (Please list in detail)					

Total Operating					\$0
Capital Expenditures					
Indirect Costs (Please list in detail)					

Total Indirect (cannot exceed 15% of Client Service Provider Total Personnel Expenses)					\$0
Total Administrative Costs					\$0
<small>Total of Contractor and Subcontractor(s) Administrative Costs can't exceed 10% of total allocation</small>					0%
Total Service Provider Budget					\$120,000

HIV Care Program SUPPLEMENTAL FORM E - Client Service Provider Personnel Detail

Contractor and Contract Number (and Subcontractor):
 San Francisco Dept of Public Health

RW SUP Year
 2016-2017

Position Title		Staff Member's First and Last Name <small>Note: List every Staff Member / Position separately</small>		If vacant, what is the estimated hire date?	
VP, Programs		Noah Lopez			
Describe Duties (include purpose and destination of any job-related travel). Please expand box if needed.		Total Annual Salary	Total FTE (please don't remove the formula)	Salary Paid by this Contract	
Development, implementation and Quality Mngement oversight of program of food distribution efforts.		\$105,000	0.21	\$22,050	
		If Travel is Required, Estimated Travel Expense:	Benefits		
			\$7,674	\$7,674	
HCP Service Category	Food Bank/Home Delivered Meals	Subtotal		\$29,724	
Position Title		Staff Member's First and Last Name <small>Note: List every Staff Member / Position separately</small>		If vacant, what is the estimated hire date?	
Describe Duties (include purpose and destination of any job-related travel). Please expand box if needed.		Total Annual Salary	Total FTE (please don't remove the formula)	Salary Paid by this Contract	
			#DIV/0!		
		If Travel is Required, Estimated Travel Expense:	Benefits		
				\$0	
HCP Service Category		Subtotal		\$0	
Position Title		Staff Member's First and Last Name <small>Note: List every Staff Member / Position separately</small>		If vacant, what is the estimated hire date?	
Describe Duties (include purpose and destination of any job-related travel). Please expand box if needed.		Total Annual Salary	Total FTE (please don't remove the formula)	Salary Paid by this Contract	
			#DIV/0!		
		If Travel is Required, Estimated Travel Expense:	Benefits		
				\$0	
HCP Service Category		Subtotal		\$0	
Position Title		Staff Member's First and Last Name <small>Note: List every Staff Member / Position separately</small>		If vacant, what is the estimated hire date?	
Describe Duties (include purpose and destination of any job-related travel). Please expand box if needed.		Total Annual Salary	Total FTE (please don't remove the formula)	Salary Paid by this Contract	
			#DIV/0!		
		If Travel is Required, Estimated Travel Expense:	Benefits		
				\$0	
HCP Service Category		Subtotal		\$0	
Position Title		Staff Member's First and Last Name <small>Note: List every Staff Member / Position separately</small>		If vacant, what is the estimated hire date?	
Describe Duties (include purpose and destination of any job-related travel). Please expand box if needed.		Total Annual Salary	Total FTE (please don't remove the formula)	Salary Paid by this Contract	
			#DIV/0!		
		If Travel is Required, Estimated Travel Expense:	Benefits		
				\$0	
HCP Service Category		Subtotal		\$0	
Total Personnel Expenses (this page)				\$29,724	

HIV Care Program SUPPLEMENTAL FORM D - Client Service Provider Budget Summary

Contractor and Contract Number:

RW SUP Year

San Francisco Dept of Public Health

2016-2017

Service Provider Information	
Service Provider's Name and DUNS#	Bid Status (place x in one)
HealthRight360 DUNS# 060142130	<input type="checkbox"/> Sole Source (Attach Justification) <input type="checkbox"/> Competitive Bid <small>Not applicable for OA Contractors.</small>
Contact Person	Title
Vitka Eisen	Executive Director
Mailing Address	Telephone Number
1735 Mission St	415-468-2605
E-Mail Address	Fax Number
veisen@healthright.org	
Website Address (if any)	Federal Taxpayer Identification Number
	94-6129071
Do members of minority racial/ethnic groups constitute a majority of Board members and/or a majority of staff (volunteer or paid) providing care? (place x in one)	Ownership Status (place x in one)
<input type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Private/Non Profit <input type="checkbox"/> Public/Local <input type="checkbox"/> Private/For Profit <input type="checkbox"/> Public/State <input type="checkbox"/> Incorporated <input type="checkbox"/> Public/Federal

Client Service Costs			Estimated Clients Served	Funding Sources/Resources Available <small>NOTE: Please include all funding sources (Part A, B, C, D, ADAP, HOPWA, Medi-Cal, CDC, in-kind, CalFresh, etc.) that are used to fund each service category. For Part A, B, and in-kind funding, please provide estimated percentages. If there are any issues or concerns regarding funding, please make an appropriate comment.</small>	Budgeted Amount	
Services <small>NOTE: The exact HCP category name(s) for allowable core and support services must be used here. Use drop down list</small>	Personnel Costs	Non-Personnel Costs (Also use Non-Personnel Justification Form)				
Food Bank/Home Delivered Meals		\$47,000	75	350,000 RWPA	\$47,000	
Medical Transportation		\$35,000	75	n/a	\$35,000	
					\$0	
					\$0	
					\$0	
					\$0	
					\$0	
Totals	\$0	\$82,000		Total Services	\$82,000	
Total Administrative Personnel					\$0	
Operating Expenses						
<small>(Please list in detail)</small>						
Total Operating						\$0
Capital Expenditures						
Indirect Costs						
<small>(Please list in detail)</small>						
Total Indirect						\$0
<small>(cannot exceed 15% of Client Service Provider Total Personnel Expenses)</small>						
Total Administrative Costs					\$0	
<small>Total of Contractor and Subcontractor(s) Administrative Costs can't exceed 10% of total allocation</small>					0%	
Total Service Provider Budget					\$82,000	

HIV Care Program SUPPLEMENTAL FORM E - Client Service Provider Personnel Detail

Contractor and Contract Number (and Subcontractor):
San Francisco Dept of Public Health

RW SUP Year
2016-2017

Position Title	Staff Member's First and Last Name <small>Note: List every Staff Member / Position separately</small>	If vacant, what is the estimated hire date?	
Describe Duties (include purpose and destination of any job-related travel). Please expand box if needed.	Total Annual Salary	Total FTE (please don't remove the formula) #DIV/0!	Salary Paid by this Contract
	If Travel is Required, Estimated Travel Expense	Benefits	Fringe Benefits (Total Travel and Benefits) \$0
	Subtotal		\$0
HCP Service Category			

Position Title	Staff Member's First and Last Name <small>Note: List every Staff Member / Position separately</small>	If vacant, what is the estimated hire date?	
Describe Duties (include purpose and destination of any job-related travel). Please expand box if needed.	Total Annual Salary	Total FTE (please don't remove the formula) #DIV/0!	Salary Paid by this Contract
	If Travel is Required, Estimated Travel Expense	Benefits	Fringe Benefits (Total Travel and Benefits) \$0
	Subtotal		\$0
HCP Service Category			

Position Title	Staff Member's First and Last Name <small>Note: List every Staff Member / Position separately</small>	If vacant, what is the estimated hire date?	
Describe Duties (include purpose and destination of any job-related travel). Please expand box if needed.	Total Annual Salary	Total FTE (please don't remove the formula) #DIV/0!	Salary Paid by this Contract
	If Travel is Required, Estimated Travel Expense	Benefits	Fringe Benefits (Total Travel and Benefits) \$0
	Subtotal		\$0
HCP Service Category			

Position Title	Staff Member's First and Last Name <small>Note: List every Staff Member / Position separately</small>	If vacant, what is the estimated hire date?	
Describe Duties (include purpose and destination of any job-related travel). Please expand box if needed.	Total Annual Salary	Total FTE (please don't remove the formula) #DIV/0!	Salary Paid by this Contract
	If Travel is Required, Estimated Travel Expense	Benefits	Fringe Benefits (Total Travel and Benefits) \$0
	Subtotal		\$0
HCP Service Category			

Position Title	Staff Member's First and Last Name <small>Note: List every Staff Member / Position separately</small>	If vacant, what is the estimated hire date?	
Describe Duties (include purpose and destination of any job-related travel). Please expand box if needed.	Total Annual Salary	Total FTE (please don't remove the formula) #DIV/0!	Salary Paid by this Contract
	If Travel is Required, Estimated Travel Expense	Benefits	Fringe Benefits (Total Travel and Benefits) \$0
	Subtotal		\$0
HCP Service Category			

Total Personnel Expenses (this page)		\$0
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HIV Care Program SUPPLEMENTAL Non - Personnel Justification

Contractor and Contract Number:

RW SUP Year

San Francisco Dept of Public Health

2016-2017

Description of Non-Personnel Expenses

If non-personnel costs are being funded for Client Services, describe in detail how the non-personnel expenses will be utilized. If using Form F, please provide additional detailed description.

Services/Provider	Budgeted Amount	Detail Description
SFDPH SEHC	\$10,000	Incentives to encourage clients to show for scheduled appointments, suppressed viral load and educational workshops: Grocery gift cards, taxi vouchers and bus tokens. \$10 each X 1000
Rafiki Coalition for Health & Wellness	\$17,936	Resident activities (exercise mats, sticks, hand weights) - 1,796; Training/Staff development 2,000; client wellness activities 600; conference 3,540; 10,000(2 speaker forums for client wellness).
SFAF	\$248,655	6,403 rent; 239,760 Rental subsidies (54/mosx370 clientsx12mos); 2,492 audit fees
UOP	\$43,214	Office Supplies 474, Printing/reproduction 540, program/medical supplies 42,200
UCSF	\$6,508	Rent 4,463; Client Related Expenses (food and snack for clients attending groups) 1,344; equipment rental 172; communications 365; postage 164
INSTITUTO FAMILIAR DE LA RAZA	\$1,354	client related expenses (funds will be used to purchase food and snacks for clients participating in Psychosocial Support Groups)
POH	\$90,276	Food &Packing 56,332; Bulk Food 18,804; Open Hand Data Adminsitratator/ARIES liason 15,140
HR360	\$82,000	47,000 Food Vouchers; 35,000Taxi Voucher
Maitri	\$35,810	Program supplies 1,500; staff training 1,894; Consultants (program coordination & clincial supervision) 15,400; intern stipends 12,000; occupancy 5,016

HIV Care Program SUPPLEMENTAL - Outpatient/Ambulatory Medical Care: Description and Availability in Your Jurisdiction

Contractor and Contract Number:

RW SUP Year

2016-17

Please describe the Outpatient/Ambulatory Medical Care Services available in your jurisdiction. Include an explanation regarding your decision to provide or not provide these services.

HIV Care Program SUPPLEMENTAL - *Justification for Early Intervention Services*

Contractor and Contract Number:

RW SUP Year

2016-17

Early Intervention Services (EIS) Description

EIS is a combination of four activities that work together to identify individuals who are HIV-positive and create linkages to HIV Care and treatment the four components of EIS are: 1) HIV testing (identifying unaware); 2) referral services; 3) health literacy/education; and 4) linkage to care. All four components must be present and active within the community to use the EIS service category; however, the HIV Care Program (HCP) is not required to fund all four activities. For details on EIS, see the Ryan White (RW) National Monitoring Standards. <http://hab.hrsa.gov/manageyourgrant/files/programmonitoringpartb.pdf>

If you are proposing to use EIS as a service category in your HCP budget, please respond to the following questions:

1. Describe EIS services in your community. Include a list of community partners who are collaborating on EIS (RW and non-RW providers). For each, describe their services and indicate which of the required four components are addressed through their services (HIV testing, referral services, health literacy/education, linkage.) If not funded by HCP, please indicate the funding source. Indicate what role you, as the HCP contractor, will take.
2. Describe the referral process used by the agencies to link clients to care.
3. If HCP funds are to be used for HIV testing, explain how existing federal, state or local funds are not adequate and how using HCP funds will supplement and not supplant existing funding for HIV testing. Describe how the HIV testing being proposed for funding under EIS is in alignment with the overall prevention strategy for the county.

Note – contractors are required to track and report the total number of HIV tests paid for by Part B - EIS. Tracking of referrals and linkage to care is required for any client that tests positive using Part B EIS funds. Further technical assistance regarding EIS reporting requirements will be made available.

HIV Care Program SUPPLEMENTAL FORM F - Service Provider Subcontractor

Contractor and Contract Number (and Subcontractor):

RW SUP Year
2016-2017

Note: Subcontracted Service Providers who utilize subcontracts to fund other entities to provide HCP services Must Complete this form for each entity (Sub's Sub).

Service Provider Information

Service Provider Name and DUNS#

Contact Person	Title
Mailing Address	Telephone Number
E-Mail Address	Fax Number
Website Address (if any)	Federal Taxpayer Identification Number

Client Service Costs		
Services	Estimated Clients Served	Budgeted Amount
<i>NOTE: The exact HCP category name(s) for allowable Tier One and Tier Two services must be used here. Use the drop down list</i>		\$0
		\$0
		\$0
		\$0
		\$0
		\$0
		\$0
		\$0
	Total Services	\$0


Mojica, Richelle-Lynn (DPH)

From: Shaikh, Sajid (DPH)
Sent: Thursday, December 29, 2016 2:51 PM
To: Mojica, Richelle-Lynn (DPH)
Subject: GRIF for HCIV09/1700 - \$2,672,000

Importance: High

Follow Up Flag: Follow up
Flag Status: Flagged

Shaikh, Sajid (DPH) has shared a OneDrive for Business file with you. To view it, click the link below.

 Std 213 16-10856 City of San Francisco.pdf

Hi Richelle,

Below is the confirmation from grantor confirming award.

Last week I received the uncertified agreement.

thanks

Sajid Shaikh

Budget & Finance

1380 Howard St, suite 423A

San Francisco, CA 94103

p: 415-255-3512

F: 415-503-4710

From: Halfman, Karl T. (CDPH-OOA) <Karl.Halfman@cdph.ca.gov>
Sent: Wednesday, October 26, 2016 8:48 AM
To: Goodwin, Dean (DPH)
Cc: Shaikh, Sajid (DPH); Katz, Marjorie (CDPH-OOA); Klemes, Ivo (CDPH-OOA)
Subject: FW: Request for Award Notice

Hello Dean,

The California Department of Public Health (CDPH), Office of AIDS (OA), has awarded the San Francisco Department of Public Health additional funding through the 2016 Ryan White Part B Supplemental Grant. This will be a two-year contract.

- Year One runs from November 30, 2016 through September 29, 2017, and is funded for \$1,336,000.
- Year Two runs from September 30, 2017 through September 29, 2018, and is funded for \$1,336,000, contingent on federal award for next year.

The contracts are currently being reviewed by CDPH's Contracts and Purchasing Services Section (CPSS). The contracts will be sent out on a flow basis as individual contracts are approved by OA and CPSS.

Karl Halfman, MA

Chief, Care Program Section
Office of AIDS | California Department of Public Health

MS 7700, P.O. Box 997426 | Sacramento, CA 95899-7426
Phone 916-449-5966 | Fax 916-449-5858
E-Mail karl.halfman@cdph.ca.gov | Web www.projectaries.org


STATE OF CALIFORNIA
STANDARD AGREEMENT
 STD 213 (Rev 06/03)

REGISTRATION NUMBER	AGREEMENT NUMBER 16-10856
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1. This Agreement is entered into between the State Agency and the Contractor named below:
- | | |
|---|---|
| STATE AGENCY'S NAME
California Department of Public Health | (Also referred to as CDPH or the State) |
| CONTRACTOR'S NAME
City of San Francisco | (Also referred to as Contractor) |
2. The term of this Agreement is: November 30, 2016 through September 29, 2018
3. The maximum amount of this Agreement is: \$ 2,672,000
Two million, six hundred seventy two thousand dollars
4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of this Agreement.
- | | |
|---|----------|
| Exhibit A – Scope of Work | 15 pages |
| Exhibit B – Budget Detail and Payment Provisions | 3 pages |
| Exhibit B, Attachment I – Budget (Year 1- Year 2) | 1 page |
| Exhibit C * – General Terms and Conditions | GTC 610 |
| Exhibit D – Special Terms and Conditions | 16 pages |
| Exhibit E – Additional Provisions | 2 pages |
| Exhibit F – Federal Terms and Conditions | 12 pages |
| Exhibit G – Information Privacy and Security Requirements | 11 pages |
| Exhibit H – Contractor's Release | 1 page |
| Exhibit I – HIV/AIDS Confidentiality Agreement | 1 page |

Items shown above with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at <http://www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx>.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		California Department of General Services Use Only
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.) City of San Francisco		
BY (Authorized Signature) 	DATE SIGNED (Do not type) 12/29/16	
PRINTED NAME AND TITLE OF PERSON SIGNING Marcellina A. Ogbu, DrPH - Deputy Director, San Francisco Health Network		
ADDRESS 1380 Howard Street, 4 th Floor, San Francisco, CA 94103		
STATE OF CALIFORNIA		
AGENCY NAME California Department of Public Health		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING Yolanda Murillo, Chief, Contracts Management Unit		
ADDRESS 1616 Capitol Avenue, Suite 74.317, MS 1800, PO Box 997377 Sacramento, CA 95899-7377		

Exempt per: OA Budget Act 2016

**Exhibit A
HIV Care Program (X08)
Scope of Work**

1. Service Overview

Contractor agrees to provide to the California Department of Public Health (CDPH), Office of AIDS (OA) the services described herein.

The Contractor agrees to administer HIV Care Program (HCP) and to ensure the provision of the HIV care services as described in this SOW. The Contractor may provide direct client services exclusively or subcontract all or part of the client services. The Contractor ensures that, if all or part of the client services is subcontracted to other client service providers, all services provided by the subcontracted agency will be in accordance with HCP. OA utilizes federal Health Resources Services Administration (HRSA) funds to provide support for HIV/AIDS services in local areas. Federal HRSA funds include Ryan White Part B Supplemental (X08) funds. The corresponding Catalog of Federal Domestic Assistance (CFDA) Number for the Ryan White Part B Supplemental is 93.917. More information on the CFDA number is available at www.cfda.gov.

2. Service Location

The services shall be performed at applicable locations within the City of San Francisco.

3. Service Hours

The services shall be provided during regular business hours, Monday through Friday, except official holidays.

4. Project Representatives

A. The project representatives during the term of this agreement will be:

California Department of Public Health Office of AIDS , Karl Halfman, Chief, Care Program Section Telephone: (916) 449-5966 Fax: (916) 449-5959 Email: Karl.Halfman@cdph.ca.gov	City of San Francisco Bill Blum, Director of HIV Health Services Telephone: (415) 255-3586 Fax: (415) 437-4665 Email: bill.blum@sfdph.org
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**Exhibit A
HIV Care Program (X08)
Scope of Work**

B. Direct all inquiries to:

California Department of Public Health	City of San Francisco
Office of AIDS Care Operations Unit Attention: Patricia Bittle, Associate Governmental Program Analyst 1616 Capitol Avenue P.O. Box 997426, MS 7700 Sacramento, CA 95899-7426 Telephone: (916) 449-5988 Fax: (916) 449-5959 Email: patricia.bittle@cdph.ca.gov	Attention: Bill Blum, Director of HIV Health Services 1380 Howard Street, 4 th Floor San Francisco, CA 94103 Telephone: (415) 255-3586 Fax: (415) 437-4665 Email: bill.blum@sfdph.org

C. Either party may make changes to the information above by giving written notice to the other party. Said changes shall not require an amendment to this agreement

5. Services to be Performed

A. The following are administrative and fiscal requirements for HCP Contractors and subcontractors.

1. Ensure compliance with the federal HRSA Ryan White HIV/AIDS Program grant requirements, policies, and National Monitoring Standards; and OA's HCP Program and Budget Guidance documents, OA Management Memorandums, AIDS Regional Information and Evaluation System (ARIES) Policy Notices, and other program guidelines issued by OA.
2. Expend at least 95 percent of allocation each contract year per Management Memorandum 15-08 (see www.cdph.ca.gov/programs/aids/Documents/HCP%20MM%2015-08%20-%2095%20Percent%20Spend%20Down.pdf). Contractors that project to spend less than 95 percent of their overall allocation are required to:
 - a. Submit a reduced HCP Budget Form no later than March 30th (6 months after the contract year begins) to the HCP Advisor; and
 - b. Sign an amendment to return funds for redistribution to other contractors.
3. Ensure that administrative costs in HCP contract budgets do not exceed 10 percent of the total annual contract amount based on Title XXVI of the Public

Exhibit A
HIV Care Program (X08)
Scope of Work

Health Service Act, per HRSA Policy Clarification Notice #15-01 (see www.hab.hrsa.gov/affordablecareact/pcn1501.pdf and HCP Management Memorandum 15-05 www.cdph.ca.gov/programs/aids/Documents/HCP%20MM%2015-05.pdf).

Administrative (non-direct service) functions include:

- a. Routine contract administration and monitoring activities, including the preparation of applications for these funds, the receipt and disbursement of program funds, the development and establishment of reimbursement and accounting systems, the preparation of routine programmatic and financial reports, and compliance with contract conditions and audit requirements;
- b. All activities associated with the Contractor's subcontract award procedures, including the development of request for proposals, contract proposal review activities, negotiation and awarding of subcontracts, grievance process, monitoring of subcontracts through telephone consultation or onsite visits, reporting on subcontracts and funding reallocation activities.

Please Note: The 10 percent administrative cap applies to total budget amount for both the Contractor and subcontract(s) combined.

4. Administer HCP funds appropriately, maintain records and invoices using standard accounting practices, coordinate federal and state data reporting, and arrange for fiscal audits.
5. Provide budgets and supporting documentation with sufficient detail to document that expenditures do not include unallowable costs or activities.
6. Ensure employee duties in approved HCP budgets match invoices submitted to OA.
7. Ensure that budgets and expenses conform to federal costs principles. Staff must adhere to Office of Management and Budget (OMB) Uniform Guidance: Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Guidance) (see <https://federalregister.gov/a/2013-30465>).
8. Ensure compliance contract Anti-Kickback Statute conditions (42 USC 1320a 7b(b)). Processes and standards must be in place to avoid fraud, waste, and abuse (mismanagement) of HCP funds.
9. Prohibit employees from soliciting or receiving payment in kind or cash for the purchase, lease, ordering, or recommending the purchase, lease, or ordering, of any goods, facility services, or items.

Exhibit A
HIV Care Program (X08)
Scope of Work

10. Have documentation as required by the Compliance Plan or employee conduct standards that prohibit employees from receiving payments in kind or cash from suppliers and contractors of goods or services.
11. Maintain a current, complete and accurate asset inventory list and depreciation schedule purchased with HCP funds.
12. Ensure no funds are carried over into subsequent contract years.
13. Provide assurances to OA prior to subcontracting with for-profit entities that said entities meet the requirements outlined in HAB's Policy Notice 11-02 (<http://hab.hrsa.gov/manageyourgrant/pinspals/habpl1102.pdf>).
14. Ensure funds are not used on prohibited activities (see <http://hab.hrsa.gov/manageyourgrant/granteebasics.html> and Budget Guidance documents www.cdph.ca.gov/programs/aids/Pages/tOACareProviders.aspx).
15. Ensure funds are only used to supplement and not supplant existing federal, state, or local funding for HIV testing, Health Insurance Premiums, and cost sharing.
16. Ensure funds are not utilized to make payments for any item or service to the extent payment has been made, or can reasonably be expected to be made, with respect to that item or service:
 - a. Under any State compensation program, under an insurance policy, or under any Federal or State health benefits program; or
 - b. By an entity that provides health services on a prepaid basis.
17. Ensure HCP funds are not used to:
 - a. Pay costs associated with the creation, capitalization, or administration of a liability risk pool (other than those costs paid on behalf of individuals as part of premium contributions to existing liability risk pools), or to pay any amount expended by a State under Title XIX of the Social Security Act.
 - b. Pay for any item or service that can reasonably be expected to be paid under any State Compensation Program, insurance policy, or any Federal or State Health Benefits Program (except for programs related to Indian Health Service and Veterans Health Administration).
 - c. Develop materials, designed to promote or encourage, directly or indirectly, intravenous drug use or sexual activity.
 - d. Purchase or improve (other than minor remodeling) any building or other facility.

Exhibit A
HIV Care Program (X08)
Scope of Work

- e. Purchase vehicles without the written approval of OA and HRSA Grants Management Officer (GMO).
 - f. Pay for automobile parts, repairs, or maintenance, pet care or supplies, funeral expenses, construction, etc. as described in HIV/AIDS Branch (HAB) Policy Notice 10-02 regarding Eligible Individuals and Allowable Uses of Funds for Discretely Defined Categories of Services (www.hab.hrsa.gov/managemyourgrant/pinspals/eligible1002.html).
18. When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with Ryan White money, the Contractor must clearly state the percentage of the total costs of the program or project which will be financed with Ryan White money, the dollar amount of Ryan White funds for the project or program, and percentage and a dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.
 19. Participate in, and allow staff (as appropriate) to participate in, any state-mandated meetings, trainings, webinars, teleconferences, workshops, and/or other conferences to be determined.
 20. Ensure responses to OA's drills or request for information are accurate, complete and received on or before the required response date.
 21. Commit to submitting data in an accurate and timely fashion, including committing to full participation in any evaluation or research component.
 22. Cooperate with the Centers for Disease Control and Prevention's (CDC) Medical Monitoring Project as requested.
 23. Cooperate with any State or Federal investigation or audit regarding the Ryan White program funds.
 24. Ensure the protection of the client's privacy and confidentiality at all times as required by California and federal laws (including, without limitation, Health and Safety Code sections 120980, 121022 and 121025). Contractor and its employees (and the employees of any subcontractor as well) who will have access to confidential public health information shall be required to sign Agreement by Employee/Contractor to Comply with Confidentiality Requirements (Form CDPH 8689) each year prior to being given access to the confidential information, as required by Health and Safety Code section 121022(f) (see Exhibit K attached to this contract). In addition, federal law requires that individuals have a right of access, to inspect, and obtain a copy of their Protected

Exhibit A
HIV Care Program (X08)
Scope of Work

Health Information (PHI) in a designated record set, for as long as the health information is maintained by a CDPH health plan, CDPH providers, or business associates. There are limited exceptions to an individual's right of access PHI (45 C.F. R. s 164.524).

25. In addition to the procedures set forth in the Information Privacy and Security Requirements (see Exhibit I attached to this contract), Contractors must ensure that all computers, including mobile devices, are equipped with encryption software, even if the Contractor or their subcontracted agencies do not store confidential information on equipment.
26. Ensure that client service providers who provide Medi-Cal/Denti-Cal reimbursable services are certified as providers for purposes of Medi-Cal/Denti-Cal billing (see www.medi-cal.ca.gov) and have the ability to bill other third-party payers for covered services, or able to document efforts under way to obtain such certification.
27. Assure billing and collection from third party payers, including Medi-Cal, Denti-Cal, and Medicare, which should be invoiced first, as appropriate, to ensure Ryan White is the payer of last resort.
28. Maximize and monitor third party reimbursements. Establish and maintain medical practice management systems for billing. Report program income documented by charges, collections, and adjustment reports or by the application of a revenue allocation formula.
29. Establish a process for obtaining and documenting client charges and payments through an accounting system manually, electronically, or by a revenue allocation formula. Staff must be aware of and consistently follow the process.
30. Have a written policy that discourages the use of two charge masters, one for self-pay clients and a higher one for insurance companies.

B. HCP Contractors Risk Assessment of Subcontractors

The following are risk assessment requirements for HCP Contractors that have subcontractors.

1. Ensure that any subcontracted agencies have the organizational and administrative capabilities to support the program services and activities. The Contractor is responsible for quality assurance and utilization review activities for subcontracted HIV care services.
2. Ensure that any subcontracted agencies have appropriate facilities and resources, including an adequate physical plant and appropriate supplies and equipment available for the provision of services and practical support functions.

Exhibit A
HIV Care Program (X08)
Scope of Work

3. Comply with the State's timeline to submit to the State a list identifying the names and budget overview of all service provision and subcontracted agencies and total funds available to each Client Service Provider. OA's Care Operations Unit will provide the required forms to complete the budget overview and all service provision information. These forms are located on the OA website at www.cdph.ca.gov/programs/aids/Pages/HCPForms.aspx.
4. Ensure subcontractor agreement(s) comply with all federal and state statutes, regulations, terms, and conditions. Subcontractor agreements shall comply with OMB Uniform Guidance: Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Guidance) (see <https://federalregister.gov/a/2013-30465>).
5. Maintain a file with signed subcontractor agreement(s), including performance start and end dates, subcontractor Data Universal Number System (DUNS) Number, Catalog of Federal Domestic Assistance (CFDA) Number, assurances, and/or certification that specify unallowable activities.
6. Ensure that subcontractor budgets and expenditures do not include unallowable costs or activities.
7. Ensure all approved subcontracted agency invoices are paid within 30 days of receipt.
8. Conduct the following monitoring activities:
 - a. Conduct site visits to monitor program activities. Document the activities of subcontracted agencies to ensure contractual compliance not less than once every year. For all deficiencies cited in the contractor's monitoring report, develop a corrective plan, submit to the State for approval, and implement the plan.
 - b. Provide any necessary assistance to the State in carrying out State monitoring activities and inspection rights for both contractors and subcontracted agencies, as provided in this agreement.
 - c. Make available to authorized State and/or federal representatives all records, financial and programmatic reports, materials, data information, and appropriate staff required for monitoring, audit, or inspection activities.
 - d. For all deficiencies cited in the State's monitoring report, develop a corrective plan, submit to the State for approval, and implement the plan. Provide the corrective plan to the State within 30 days of receipt of the monitoring report.

**Exhibit A
HIV Care Program (X08)
Scope of Work**

The following applies to HCP Contractors only:

9. Monitor tracking system of the receipt and use of third party payments by subcontractors.

Service Requirements

A. HCP Contractors and Subcontractors

The following are service requirements for HCP Contractors and subcontractors.

1. Ensure that services provided under this contract are in accordance with the service category definitions, national monitoring standards, and policy notices issued by HRSA, HAB (see <http://hab.hrsa.gov/manageyourgrant/granteebasics.html>) and OA (see www.cdph.ca.gov/programs/aids/Pages/TOACareProviders.aspx).
2. Ensure HIV care services are provided in a setting that is accessible to low-income individuals with HIV. Facilities must also be accessible for hearing-, vision-, and mobility-impaired persons in accordance with the federal Americans with Disabilities Act (ADA).
3. Take steps to ensure people with limited English proficiency can meaningfully access health and social services. Detailed information on the specific responsibilities of Contractors regarding linguistic competence is available on the United States Department of Health and Human Services, Office of Civil Rights (OCR) website at www.hhs.gov/civil-rights/for-individuals/special-topics/limited-english-proficiency/index.html.
4. Coordinate with state and federal programs to ensure low-income individuals with HIV are aware of the services available under Ryan White Part B.
5. To the maximum extent practical, ensure that HIV-related health care and support services delivered pursuant to a program established with assistance provided under Ryan White Part B will be provided without regard to the immigration status, ability to pay, and current or past health condition of the individual with HIV.
6. Maintain documentation of written referral relationships with entities considered key points of access to healthcare systems for the purpose of facilitating early intervention services for individuals diagnosed as being HIV-positive.
 - a. Work with local planning council, service providers, and individuals with HIV/AIDS to identify key points of entry.
 - b. Monitor the use of referral and linkage agreements by funded service providers.

Exhibit A
HIV Care Program (X08)
Scope of Work

7. Work with local planning council or other HIV planning group to improve linkages to care and strengthen the continuum of care. Additionally, if Contractor decides to amend contract by adding or reducing budget amount, then the contractor must involve an HIV planning or advisory body in the decision-making process.
8. Ensure HCP funds are not used to:
 - a. Make cash payments to intended recipients of services.
 - b. Develop, promote, or advertise about HIV services that target the general public.
 - c. Generate broad scope awareness activities about HIV services that target the general public.
 - d. Support employment, vocational, or employment-readiness services.

B. HCP Services

The HIV core medical and support care services must be provided under specific HRSA-defined service categories. Grantees must ensure that RWHAP Part B services are provided within the scope of the service category definitions provided by HRSA/HAB, which can be found in the Ryan White Services Report (RSR) Instructions available online (see <https://careacttarget.org/library/ryan-white-hivaids-program-services-report-rsr-instruction-manual>).

Core medical services are a set of essential, direct health care services provided to Ryan White clients who are HIV-positive or HIV-indeterminate (infants <2 years only), with one exception. HIV-negative clients may receive HIV counseling and testing services under Early Intervention Services. The Ryan White HIV/AIDS Program legislation specifies that the following 13 core medical services are allowable.

- Outpatient/ambulatory health care
- AIDS pharmaceutical assistance (local)
- Oral health care
- Early intervention services
- Health insurance premium and cost-sharing assistance
- Home health care
- Medical nutrition therapy
- Hospice services
- Home and community-based health services
- Mental health services
- Substance abuse outpatient care
- Medical case management, including treatment adherence services.

Exhibit A
HIV Care Program (X08)
Scope of Work

Support services are a set of services needed to achieve medical outcomes that affect the HIV-related clinical status of a person living with HIV/AIDS. Support services may be provided to HIV-positive and HIV indeterminate clients (infants <2 years only) as needed. Support services may also be provided to HIV-affected clients. HIV-affected clients include family members or partners of an HIV-positive client. The services provided to HIV-affected clients must always support a medical outcome for the HIV-positive client or HIV-indeterminate client (infants <2 years only). The Ryan White HIV/AIDS Program legislation specifies that the following 16 support services are allowable.

- Non-medical case management services
- Child care services
- Emergency financial assistance
- Food bank/home-delivered meals
- Health education/risk reduction
- Housing
- Legal services
- Linguistics services (interpretation and translation)
- Medical transportation services
- Outreach services
- Permanency services
- Psychosocial support services
- Referral for health care and supportive services
- Rehabilitation services
- Respite care
- Substance abuse services (residential)

HCP Contractors, who provide HCP services directly and/or subcontract with HCP service providers, shall ensure the following HCP service requirements are met:

1. Develop and implement a comprehensive system of care and support services that actively engages individuals who know their HIV status but are not accessing services, that reaches out to people who are HIV-positive but unaware of their HIV status, and that is coordinated and integrated with other service delivery systems as appropriate.
2. Ensure comprehensive, ongoing medical services to individuals with HIV/AIDS. Services must be based on HRSA Core Medical Services, which include the HRSA service category, Outpatient/Ambulatory Health Care, or, if these services are not funded by HCP, the Contractor must document the availability of primary medical care for HIV-positive persons in the service area.
3. For contractors that are Local Health Departments, ensure the existence of a local health care system that provides a safety net of care for all people living

Exhibit A
HIV Care Program (X08)
Scope of Work

with HIV/AIDS in the jurisdiction; and demonstrate coordination with local and statewide HIV surveillance activities.

4. Develop and maintain working relationships, and coordinate an integrated system of service delivery, with entities who provide key points of entry into medical care, including but not limited to emergency rooms, substance abuse treatment programs, detoxification centers, adult and juvenile detention facilities, California Department of Corrections and Rehabilitation, Transitional Case Management Program (TCMP) for incarcerated populations, Sexually Transmitted Disease (STD) clinics and Disease Investigative Specialists, HIV counseling and testing sites, ADAP enrollment sites, Partner Services, mental health programs, homeless shelters, health care points of entry specified by the State, federally qualified health centers, migrant health centers, community health centers, health services for the homeless, family planning grantees, blood banks, and non-profit and for profit private entities that provide comprehensive primary care services to populations at risk for HIV. The coordinated, integrated system of care must be informed by HIV epidemiological data and other data sources and should include leveraged resources. The Contractor shall keep documentation of these working relationships.
5. Funded service providers should integrate, and work collaboratively, with other such services and coordinate with other available programs (including Medi-Cal), to ensure continuity of care and prevention services of individuals with HIV is enhanced.
6. Convene an advisory and/or focus groups at least annually to provide input to the Contractor on issues such as needs assessment, service delivery plans, and comprehensive planning. The Contractor shall maintain minutes and/or documentation of the advisory or focus group meetings.

The advisory and/or focus group, should be made up of representatives from state, federal, and local programs that provide health services and education and prevention services; non-profit and for-profit community-based agencies; staff from other key points of entry into medical care, who either provide services to individuals with HIV/AIDS, or who may have contact with HIV-positive individuals who are not in care or not aware of their HIV status; individuals with HIV, consumers, and advocates, etc. The advisory group provides information to the Contractor regarding health services delivery and the needs of individuals with HIV/AIDS living within the community.

If consumer representation is not available for an advisory/focus group, then a venue (e.g., survey, focus group) must be provided to identify consumer concerns and feedback that will be used for planning purposes.

7. Ensure documentation of all services is maintained and made available for review, as requested for monitoring and auditing purposes.

Exhibit A
HIV Care Program (X08)
Scope of Work

8. Ensure services are responsive to the needs of the clients in the service area, are sensitive to linguistic, ethnic, and cultural differences of the population(s) being served, and that services are linguistically and culturally appropriate.
9. Ensure that rural case management services link available community support services to specialized HIV medical services.
10. Contractors providing oral health services will define and specify the limitations or caps on providing oral health services.
11. Ensure that HCP funds are used to support syringe exchange programs only if and when OA approves their use.
12. Work collaboratively with the Partner Services Coordinator in the local health department and develop procedures to ensure that Partner Services is available for the appropriate HCP clients, per HCP Management Memorandum 15-06 (see www.cdph.ca.gov/programs/aids/Documents/HCPMM15-06PartnerServices.pdf).
13. Comply with HRSA Policy Clarification Notice #13-04 and OA's Management Memorandum 14-01 regarding pursuit of enrollment with clients who are eligible for comprehensive health care coverage (see www.hab.hrsa.gov/manageyourgrant/pinspals/pcn1304privateinsurance.pdf and www.cdph.ca.gov/programs/aids/Documents/RW%20Part%20B%20MM%2014-01_082014.pdf). Screening and reassessment of client eligibility must be completed and documented every six months to determine continued eligibility for Ryan White services.

Please Note: OA encourages Contractors to use the Medi-Cal eligibility determination documentation from the Automated Eligibility Verification System (AEVS) for HCP eligibility/recertification for those clients on Medi-Cal. This document will validate address, income (under 138% Federal Poverty Level), and insurance. Contractors must continue to screen for payer of last resort prior to providing services.

14. Ensure that eligibility policies do not deem a veteran living with HIV ineligible for Ryan White services due to eligibility for Department of Veterans Affairs (VA) health care benefits. All policies and procedures regarding veterans must adhere to HRSA Policy Notice 16-01 (see <http://hab.hrsa.gov/affordablecareact/clarificationservicesveterans.pdf>).
15. Ensure that eligibility policies do not deem an American Indian or Alaskan Native living with HIV as ineligible for Ryan white services due to eligibility to receive the same services from the Indian Health Services (IHS), regardless of whether or not those IHS services are available and accessible. All policies and procedures

**Exhibit A
 HIV Care Program (X08)
 Scope of Work**

regarding American Indians or Alaskan Natives must adhere to HRSA Policy Notice 07-01 (see <http://hab.hrsa.gov/manageyourgrant/pinspals/indiansnatives0701.html>).

16. Ensure and document that all staff involved in eligibility determination have participated in required training.
17. Annually evaluate the cost-effectiveness of the mechanisms used to deliver comprehensive care.
18. Comply with HCP Management Memo 14-02 regarding using Ryan White funds for services partially covered by Medi-Cal, Denti-Cal, private insurance, or other eligible benefits (see www.cdph.ca.gov/programs/aids/Documents/HCP%20MM%2014-02.pdf).
19. Ensure compliance with the following requirements regarding imposition of charges for services, for those providers who charge for services:
 - a. In the case of individuals with an income less than or equal to one hundred percent (100%) of federal poverty guidelines (FPG) (see www.aspe.hhs.gov/poverty), the provider will not impose charges on any such individual for the provision of services under the contract.
 - b. In the case of individuals with an income greater than one hundred percent (100%) of the FPG, the provider:
 - i. Will impose charges on each such individual for the provision of such services; and
 - ii. Will impose charges according to a schedule of charges that is made available to the public.
 - c. In the case of individuals with an income between the FPG in Columns A and B (see table below), the provider will not, for any calendar year, impose charges exceeding the percentage in Column C of the client's annual gross income:

Column A: Client's income is greater than	Column B: Client's income does not exceed	Column C: Charges are not to exceed
100% of FPG	200% of FPG	5% of the client's annual gross income
200% of FPG	300% of FPG	7% of the client's annual gross income
300% of FPG	--	10% of the client's annual gross income

Reporting and Data Collection Requirements

Exhibit A
HIV Care Program (X08)
Scope of Work

A. Progress Reports

1. HCP Contractors are required to submit a Mid-Year Progress Report and an Annual Progress Report for each contract year. The Progress Report is an opportunity for the Contractor to describe their HCP programs, services provided, progress and accomplishments, and to identify any problems or technical assistance needs, as well as those of their subcontractors.
2. The HCP Progress Reports are due to OA according to the following schedule:

Report	Reporting Period	Due Date
Progress Report	April 1 – September 30	November 15
Progress Report	October 1 – March 31	May 15

3. The HCP Progress Report Forms are available on the OA website at www.cdph.ca.gov/programs/aids/Pages/HCPForms.aspx.

B. Data Collection

1. The HCP Contractor shall ensure that HCP client service providers meet the following data collection requirements.
 - a. Collect the HCP minimum data set. The HCP minimum dataset includes data elements required by (a) HRSA to complete the Ryan White Program Service Report (RSR), selected HAB Quality Management (QM) indicators, and the Women, Infants, Children, and Youth Report, and (b) OA for its development of reports, statistical tables, and program evaluations.
 - b. Directly enter data into ARIES within two weeks from a client's date of service. Client service providers may import data into ARIES from other data collection systems only if they obtain prior written approval from OA (see ARIES Policy Notice G3 at <http://www.cdph.ca.gov/programs/aids/Documents/APN-G3.pdf>).
 - c. Electronically submit the RSR through HAB's RSR Web Application System. The RSR is comprised of two reports: (1) the Provider Report and (2) the Client Report. The Client Report contains an XML file with their client-level data on Ryan White-funded clients and services regardless of payer source. Client service providers must submit their completed RSR to the RSR Web Application System by February 19 each year. The RSR reporting period is January 1 through December 31 of the previous year. Client service providers must check the RSR Web Application System until notified that their RSR has been successfully submitted to HRSA. Client service providers may be contacted by OA to resolve any data quality problems (e.g., missing data) with their RSRs.

Exhibit A
HIV Care Program (X08)
Scope of Work

Clinical Quality Management Requirements

- A. HCP Contractors are required to have a Clinical Quality Management (CQM) Plan and to ensure that all service providers have a CQM process in place to increase the percentage of persons with diagnosed HIV infection in their service area who are virally suppressed to at least 80 percent. CQM plans must be submitted to OA on an annual basis before the end of the first quarter (June 30).
- B. HCP Contractors and client service providers shall run the HAB QM Indicator Report on Viral Load Suppression in ARIES quarterly. They shall assess the reports to determine which clients are not virally suppressed, develop a strategy using CQM tools to ensure clients are virally suppressed, and then follow up with clients to ensure that they achieve viral suppression.
- C. HCP Contractors will report on their progress toward meeting the viral load suppression indicator in their mid-year and annual progress report.
- D. HCP Contractors will ensure that peer review will be conducted to assess the quality and appropriateness of health and support services.

**Exhibit B - Attachment I
HIV Care Program**

Budget Year 1 (November 30, 2016 - September 29, 2017), Year 2 (September 30, 2017-September 29, 2018)

		Year (1)			Year (2)			Totals	
A. Personnel		Annual Salary							
Position Title	SOW Reference	Range	FTE	Avg. Salary	Budget	FTE	Avg. Salary	Budget	
Services are in-kind					\$0			\$0	\$0
Total Salaries and Wages					\$0			\$0	\$0
Fringe Benefits				Percentage		Percentage			
				0.00%	\$0	0.00%	\$0	\$0	\$0
Total Personnel					\$0			\$0	\$0
B. Operating Expenses		SOW Reference			Budget			Budget	
Total Operating Expenses					\$0			\$0	\$0
C. Capitol Expenditures		SOW Reference			Budget			Budget	
Total Capitol Expenditures					\$0			\$0	\$0
D. Other Cost		SOW Reference			Budget			Budget	
Subcontractor: SFDPH/COPC - HIV Dental Services	II A.1				\$105,664			\$105,664	\$211,328
Subcontractor: SFDPH - SEHC	II A.1				\$10,000			\$10,000	\$20,000
Subcontractor: Rafiki Coalition for Health and Wellness	II A.1				\$89,000			\$89,000	\$178,000
Subcontractor: San Francisco AIDS Foundation	II A.1				\$350,000			\$350,000	\$700,000
Subcontractor: Maitri AIDS Hospice	II A.1				\$95,000			\$95,000	\$190,000
Subcontractor: University of the Pacific, School of Dentistry	II A.1				\$200,000			\$200,000	\$400,000
Subcontractor: UCSF Alliance Health Project	II A.1				\$178,000			\$178,000	\$356,000
Subcontractor: Instituto Familiar de la Raza	II A.1				\$59,336			\$59,336	\$118,672
Subcontractor: Project Open Hand	II A.1				\$120,000			\$120,000	\$240,000
Subcontractor: HR360	II A.1				\$82,000			\$82,000	\$164,000
Subcontractor: ACRIA	II A.1				\$47,000			\$47,000	\$94,000
Total Other Costs					\$1,336,000			\$1,336,000	\$2,672,000
E. Indirect Costs				Percentage	Budget		Percentage	Budget	
Total Indirect Costs				0.0%	\$0		0.0%	\$0	\$0
Total Costs					\$1,336,000			\$1,336,000	\$2,672,000

Exhibit B
Budget Detail and Payment Provisions

1. Invoicing and Payment

- A. In no event shall the Contractor request reimbursement from the State for obligations entered into or for costs incurred prior to the commencement date or after the expiration of this Agreement.
- B. For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the Budget Line Items amounts specified in Attachment I, of this Exhibit.
- C. Invoices shall include the Agreement Number and shall be submitted not more frequently than monthly in arrears. Each invoice for the quarter shall be submitted for payment no more than forty-five (45) calendar days following the close of each quarter, unless an alternate deadline is agreed to in writing by the program contract manager. Direct all inquiries to:

Invoice Desk
California Department of Public Health
Office of AIDS
MS 7700
1616 Capitol Avenue, Suite 616
Sacramento, CA 95899--7426

- D. Invoices shall:
 - 1) Submit on Contractor letterhead and signed by an authorized representative, certifying that the expenditures claimed represent actual expenses for the service performed under this contract.
 - 2) Identify contract agreement number.
 - 3) Identify the billing and/or performance period covered by the invoice.
 - 4) Itemize costs for the billing period in the same or greater level of detail as indicated in this agreement. Subject to the terms of this agreement, reimbursement may only be sought for those costs and/or cost categories expressly identified as allowable in this agreement and approved by CDPH.

E. Amounts Payable

The amounts payable under this agreement shall not exceed:

- 1) \$1,336,000 for the budget period of 11/30/16 through 09/29/17.
- 2) \$1,336,000 for the budget period of 09/30/17 through 09/29/18.

2. Budget Contingency Clause

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability

Exhibit B
Budget Detail and Payment Provisions

occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

3. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

4. Timely Submission of Final Invoice

A. A final undisputed invoice shall be submitted for payment no more than *sixty (60)* calendar days following the expiration or termination date of this agreement, unless a later or alternate deadline is agreed to in writing by the program contract manager. Said invoice should be clearly marked "Final Invoice", indicating that all payment obligations of the State under this agreement have ceased and that no further payments are due or outstanding. The State may, at its discretion, choose not to honor any delinquent final invoice if the Contractor fails to obtain prior written State approval of an alternate final invoice submission deadline.

B. The Contractor is hereby advised of its obligation to submit to the state, with the final invoice, a completed copy of the "**Contractor's Release (Exhibit K)**".

5. Expense Allowability / Fiscal Documentation

A. Invoices, received from the Contractor and accepted for payment by the State, shall not be deemed evidence of allowable agreement costs.

B. Contractor shall maintain for review and audit and supply to CDPH upon request, adequate documentation of all expenses claimed pursuant to this agreement to permit a determination of expense allowability.

C. If the allowability of an expense cannot be determined by the State because invoice detail, fiscal records, or backup documentation is nonexistent or inadequate according to generally accepted accounting principles or practices, all questionable costs may be disallowed and payment may be withheld by the State. Upon receipt of adequate documentation supporting a disallowed or questionable expense, reimbursement may resume for the amount substantiated and deemed allowable.

6. Recovery of Overpayments

A. Contractor agrees that claims based upon the terms of this agreement or an audit finding and/or an audit finding that is appealed and upheld, will be recovered by the State by one of the following options:

1) Contractor's remittance to the State of the full amount of the audit exception within 30 days following the State's request for repayment;

2) A repayment schedule agreeable between the State and the Contractor.

B. The State reserves the right to select which option as indicated above in paragraph A will be employed and the Contractor will be notified by the State in writing of the claim procedure to be utilized.

Exhibit B

Budget Detail and Payment Provisions

- C. Interest on the unpaid balance of the audit finding or debt will accrue at a rate equal to the monthly average of the rate received on investments in the Pooled Money Investment Fund commencing on the date that an audit or examination finding is mailed to the Contractor, beginning 30 days after Contractor's receipt of the State's demand for repayment.
- D. If the Contractor has filed a valid appeal regarding the report of audit findings, recovery of the overpayments will be deferred until a final administrative decision on the appeal has been reached. If the Contractor loses the final administrative appeal, Contractor shall repay, to the State, the over-claimed or disallowed expenses, plus accrued interest. Interest accrues from the Contractor's first receipt of State's notice requesting reimbursement of questioned audit costs or disallowed expenses.

7. Travel and Per Diem Reimbursement

Any reimbursement for necessary travel and per diem shall, unless otherwise specified in this Agreement, be at the rates currently in effect, as established by the California Department of Human Resources (Cal HR). If the Cal HR rates change during the term of the Agreement, the new rates shall apply upon their effective date and no amendment to this Agreement shall be necessary. No travel outside the state of California shall be reimbursed without prior authorization from the CDPH. Verbal authorization should be confirmed in writing. Written authorization may be in a form including fax or email confirmation.

Exhibit D
Special Terms and Conditions

(For Subvention/Local Assistance Agreements)

The provisions herein apply to this Agreement unless the provisions are removed by reference, the provisions are superseded by an alternate provision appearing elsewhere in this Agreement, or the applicable conditions do not exist.

Index of Special Terms and Conditions

1. Procurement Rules	11. Officials Not to Benefit
2. Equipment Ownership / Inventory / Disposition	12. Prohibited Use of State Funds for Software
3. Subcontract Requirements	13. Contract Uniformity (Fringe Benefit Allowability)
4. Income Restrictions	14. Cancellation
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Exhibit D
Special Terms and Conditions

1. Procurement Rules

(Applicable to all agreements in which equipment, property, commodities and/or supplies are furnished by CDPH or expenses for said items are reimbursed with state or federal funds.)

a. Equipment definitions

Wherever the term equipment /property is used, the following definitions shall apply:

(1) **Major equipment/property:** A tangible or intangible item having a base unit cost of **\$5,000 or more** with a life expectancy of one (1) year or more and is either furnished by CDPH or the cost is reimbursed through this Agreement. Software and videos are examples of intangible items that meet this definition.

(2) **Minor equipment/property:** A tangible item having a base unit cost of **less than \$5,000** with a life expectancy of one (1) year or more and is either furnished by CDPH or the cost is reimbursed through this Agreement.

b. Government and public entities (including state colleges/universities and auxiliary organizations), whether acting as a contractor, may secure all commodities, supplies, equipment and services related to such purchases that are required in performance of this Agreement. Said procurements are subject to Paragraphs d through g of this provision. Paragraph c of this provision shall also apply, if equipment purchases are delegated to subcontractors that are nonprofit organizations or commercial businesses.

c. Nonprofit organizations and commercial businesses, whether acting as a contractor and/or subcontractor, may secure commodities, supplies, equipment and services related to such purchases for performance under this Agreement.

(1) Equipment purchases shall not exceed \$50,000 annually.

To secure equipment above the annual maximum limit of \$50,000, the Contractor shall make arrangements through the appropriate CDPH Program Contract Manager, to have all remaining equipment purchased through CDPH's Purchasing Unit. The cost of equipment purchased by or through CDPH shall be deducted from the funds available in this Agreement. Contractor shall submit to the CDPH Program Contract Manager a list of equipment specifications for those items that the State must procure. The State may pay the vendor directly for such arranged equipment purchases and title to the equipment will remain with CDPH. The equipment will be delivered to the Contractor's address, as stated on the face of the Agreement, unless the Contractor notifies the CDPH Program Contract Manager, in writing, of an alternate delivery address.

(2) All equipment purchases are subject to paragraphs d through g of this provision. Paragraph b of this provision shall also apply, if equipment purchases are delegated to subcontractors that are either a government or public entity.

(3) Nonprofit organizations and commercial businesses, shall use a procurement system that meets the following standards:

(a) Maintain a code or standard of conduct that shall govern the performance of its officers, employees, or agents engaged in awarding procurement contracts. No employee,

Exhibit D
Special Terms and Conditions

officer, or agent shall participate in the selection, award, or administration of a procurement, or bid contract in which, to his or her knowledge, he or she has a financial interest.

- (b) Procurements shall be conducted in a manner that provides, to the maximum extent practical, open, and free competition.
- (c) Procurements shall be conducted in a manner that provides for all of the following:
 - [1] Avoid purchasing unnecessary or duplicate items.
 - [2] Equipment solicitations shall be based upon a clear and accurate description of the technical requirements of the goods to be procured.
 - [3] Take positive steps to utilize small and veteran owned businesses.
- d. Unless waived or otherwise stipulated in writing by CDPH, prior written authorization from the appropriate CDPH Program Contract Manager will be required before the Contractor will be reimbursed for any purchase **exceeding** \$2,500 or more for commodities, supplies, equipment, and services related to such purchases. The Contractor must provide in its request for authorization all particulars necessary, as specified by CDPH, for evaluating the necessity or desirability of incurring such costs. The term "purchase" excludes the purchase of services from a subcontractor and public utility services at rates established for uniform applicability to the general public.
- e. In special circumstances, determined by CDPH (e.g., when CDPH has a need to monitor certain purchases, etc.), CDPH may require prior written authorization and/or the submission of paid vendor receipts for any purchase, regardless of dollar amount. CDPH reserves the right to either deny claims for reimbursement or to request repayment for any Contractor purchase that CDPH determines to be unnecessary in carrying out performance under this Agreement.
- f. The Contractor must maintain a copy or narrative description of the procurement system, guidelines, rules, or regulations that will be used to make purchases under this Agreement. The State reserves the right to request a copy of these documents and to inspect the purchasing practices of the Contractor at any time.
- g. For all purchases, the Contractor must maintain copies of all paid vendor invoices, documents, bids and other information used in vendor selection, for inspection or audit. Justifications supporting the absence of bidding (i.e., sole source purchases) shall also be maintained on file by the Contractor for inspection or audit.

2. Equipment Ownership / Inventory / Disposition

(Applicable to agreements in which equipment and/or property is furnished by CDPH and/or when said items are purchased or reimbursed with state)

- a. Wherever the terms equipment and/or property are used in this provision, the definitions in provision 1, paragraph a., shall apply.

Unless otherwise stipulated in this Agreement, all equipment and/or property that are purchased/reimbursed with agreement funds or furnished by CDPH under the terms of this Agreement shall be considered state equipment and the property of CDPH.

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Special Terms and Conditions

- (1) CDPH requires the reporting, tagging and annual inventorying of all equipment and/or property that is furnished by CDPH or purchased/reimbursed with funds provided through this Agreement.

Upon receipt of equipment and/or property, the Contractor shall report the receipt to the CDPH Program Contract Manager. To report the receipt of said items and to receive property tags, Contractor shall use a form or format designated by CDPH's Asset Management Unit. If the appropriate form (i.e., Contractor Equipment Purchased with CDPH Funds) does not accompany this Agreement, Contractor shall request a copy from the CDPH Program Contract Manager.

- (2) If the Contractor enters into an agreement with a term of more than twelve months, the Contractor shall submit an annual inventory of state equipment and/or property to the CDPH Program Contract Manager using a form or format designated by CDPH's Asset Management Unit. If an inventory report form (i.e., Inventory/Disposition of CDPH-Funded Equipment) does not accompany this Agreement, Contractor shall request a copy from the CDPH Program Contract Manager. Contractor shall:

- (a) Include in the inventory report, equipment and/or property in the Contractor's possession and/or in the possession of a subcontractor (including independent consultants).
- (b) Submit the inventory report to CDPH according to the instructions appearing on the inventory form or issued by the CDPH Program Contract Manager.
- (c) Contact the CDPH Program Contract Manager to learn how to remove, trade-in, sell, transfer or survey off, from the inventory report, expired equipment and/or property that is no longer wanted, usable or has passed its life expectancy. Instructions will be supplied by CDPH's Asset Management Unit.

- b. Title to state equipment and/or property shall not be affected by its incorporation or attachment to any property not owned by the State.

- c. Unless otherwise stipulated, CDPH shall be under no obligation to pay the cost of restoration, or rehabilitation of the Contractor's and/or Subcontractor's facility which may be affected by the removal of any state equipment and/or property.

- d. The Contractor shall maintain and administer a sound business program for ensuring the proper use, maintenance, repair, protection, insurance and preservation of state equipment and/or property.

- (1) In administering this provision, CDPH may require the Contractor to repair or replace, to CDPH's satisfaction, any damaged, lost or stolen state equipment and/or property. Contractor shall immediately file a theft report with the appropriate police agency or the California Highway Patrol and Contractor shall promptly submit one copy of the theft report to the CDPH Program Contract Manager.

- e. Unless otherwise stipulated by the program funding this Agreement, equipment and/or property purchased/reimbursed with agreement funds or furnished by CDPH under the terms of this Agreement, shall only be used for performance of this Agreement or another CDPH agreement.

- f. Within sixty (60) calendar days prior to the termination or end of this Agreement, the Contractor

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shall provide a final inventory report of equipment and/or property to the CDPH Program Contract Manager and shall, at that time, query CDPH as to the requirements, including the manner and method, of returning state equipment and/or property to CDPH. Final disposition of equipment and/or property shall be at CDPH expense and according to CDPH instructions. Equipment and/or property disposition instructions shall be issued by CDPH immediately after receipt of the final inventory report. At the termination or conclusion of this Agreement, CDPH may at its discretion, authorize the continued use of state equipment and/or property for performance of work under a different CDPH agreement.

g. Motor Vehicles

(Applicable only if motor vehicles are purchased/reimbursed with agreement funds or furnished by CDPH under this Agreement.)

- (1) If motor vehicles are purchased/reimbursed or furnished by CDPH under the terms of this Agreement, within thirty (30) calendar days prior to the termination or end of this Agreement, the Contractor shall return such vehicles to CDPH and shall deliver all necessary documents of title or registration to enable the proper transfer of a marketable title to CDPH.
- (2) If motor vehicles are purchased/reimbursed or furnished by CDPH under the terms of this Agreement, **the State of California shall be the legal owner of said motor vehicles and the Contractor shall be the registered owner.** The Contractor shall only use said vehicles for the performance under the terms of this Agreement.
- (3) The Contractor agree that all operators of motor vehicles, purchased/reimbursed or furnished by CDPH under the terms of this Agreement, shall hold a valid State of California driver's license. In the event that ten or more passengers are to be transported in any one vehicle, the operator shall also hold a State of California Class B driver's license.
- (4) If any motor vehicle is purchased/reimbursed or furnished by CDPH under the terms of this Agreement, the Contractor, as applicable, shall provide, maintain, and certify that, at a minimum, the following type and amount of automobile liability insurance is in effect during the term of this Agreement or any extension period during which any vehicle remains in the Contractor's possession:

Automobile Liability Insurance

- (a) The Contractor, by signing this Agreement, hereby certifies that it possesses or will obtain automobile liability insurance in the amount of \$1,000,000 per occurrence for bodily injury and property damage combined. Said insurance must be obtained and made effective upon the delivery date of any motor vehicle, purchased/reimbursed with agreement funds or furnished by CDPH under the terms of this Agreement, to the Contractor.
- (b) The Contractor shall, as soon as practical, furnish a copy of the certificate of insurance to the CDPH Program Contract Manager. The certificate of insurance shall identify the CDPH contract or agreement number for which the insurance applies.
- (c) The Contractor agree that bodily injury and property damage liability insurance, as required herein, shall remain in effect at all times during the term of this Agreement or until such time as the motor vehicle is returned to CDPH.

Exhibit D
Special Terms and Conditions

- (d) The Contractor agree to provide, at least thirty (30) days prior to the expiration date of said insurance coverage, a copy of a new certificate of insurance evidencing continued coverage, as indicated herein, for not less than the remainder of the term of this Agreement, the term of any extension or continuation thereof, or for a period of not less than one (1) year.
- (e) The Contractor, if not a self-insured government and/or public entity, must provide evidence, that any required certificates of insurance contain the following provisions:
 - [1] The insurer will not cancel the insured's coverage without giving thirty (30) calendar days prior written notice to the State.
 - [2] The State of California, its officers, agents, employees, and servants are included as additional insureds, but only with respect to work performed for the State under this Agreement and any extension or continuation of this Agreement.
 - [3] The insurance carrier shall notify CDPH, in writing, of the Contractor's failure to pay premiums; its cancellation of such policies; or any other substantial change, including, but not limited to, the status, coverage, or scope of the required insurance. Such notices shall contain a reference to each agreement number for which the insurance was obtained.
- (f) The Contractor is hereby advised that copies of certificates of insurance may be subject to review and approval by the Department of General Services (DGS), Office of Risk and Insurance Management. The Contractor shall be notified by CDPH, in writing, if this provision is applicable to this Agreement. If DGS approval of the certificate of insurance is required, the Contractor agrees that no work or services shall be performed prior to obtaining said approval.
- (g) In the event the Contractor fails to keep insurance coverage, as required herein, in effect at all times during vehicle possession, CDPH may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.

3. Subcontract Requirements

(Applicable to agreements under which services are to be performed by subcontractors including independent consultants.)

- a. Prior written authorization will be required before the Contractor enters into or is reimbursed for any subcontract for services exceeding \$2,500 for any articles, supplies, equipment, or services. The Contractor shall obtain at least three competitive quotations which should be submitted or adequate justification provided for the absence of bidding.
- b. CDPH reserves the right to approve or disapprove the selection of subcontractors and with advance written notice, require the substitution of subcontractors and require the Contractor to terminate subcontracts entered into in support of this Agreement.
 - (1) Upon receipt of a written notice from CDPH requiring the substitution and/or termination of a subcontract, the Contractor shall take steps to ensure the completion of any work in progress and select a replacement, if applicable, within 30 calendar days, unless a longer period is agreed to by CDPH.

Exhibit D
Special Terms and Conditions

- c. Actual subcontracts (i.e., written agreement between the Contractor and a subcontractor) exceeding \$2,500 are subject to the prior review and written approval of CDPH.
- d. Contractor shall maintain a copy of each subcontract entered into in support of this Agreement and shall, upon request by CDPH, make copies available for approval, inspection, or audit.
- e. CDPH assumes no responsibility for the payment of subcontractors used in the performance of this Agreement. Contractor accepts sole responsibility for the payment of subcontractors used in the performance of this Agreement.
- f. The Contractor is responsible for all performance requirements under this Agreement even though performance may be carried out through a subcontract.
- g. The Contractor shall ensure that all subcontracts for services include provision(s) requiring compliance with applicable terms and conditions specified in this Agreement and shall be the subcontractor's sole point of contact for all matters related to the performance and payment during the term of this Agreement.
- h. The Contractor agrees to include the following clause, relevant to record retention, in all subcontracts for services:

"(Subcontractor Name) agrees to maintain and preserve, until three years after termination of (Agreement Number) and final payment from CDPH to the Contractor, to permit CDPH or any duly authorized representative, to have access to, examine or audit any pertinent books, documents, papers and records related to this subcontract and to allow interviews of any employees who might reasonably have information related to such records."

4. Income Restrictions

Unless otherwise stipulated in this Agreement, the Contractor agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Contractor under this Agreement shall be paid by the Contractor to CDPH, to the extent that they are properly allocable to costs for which the Contractor has been reimbursed by CDPH under this Agreement.

5. Site Inspection

The State, through any authorized representatives, has the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed hereunder including subcontract supported activities and the premises in which it is being performed. If any inspection or evaluation is made of the premises of the Contractor or Subcontractor, the Contractor shall provide and shall require Subcontractors to provide all reasonable facilities and assistance for the safety and convenience of the authorized representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the services performed.

6. Intellectual Property Rights

a. Ownership

- (1) Except where CDPH has agreed in a signed writing to accept a license, CDPH shall be and remain, without additional compensation, the sole owner of any and all rights, title and

Exhibit D
Special Terms and Conditions

interest in all Intellectual Property, from the moment of creation, whether or not jointly conceived, that are made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement.

- (2) For the purposes of this Agreement, Intellectual Property means recognized protectable rights and interest such as: patents, (whether or not issued) copyrights, trademarks, service marks, applications for any of the foregoing, inventions, trade secrets, trade dress, logos, insignia, color combinations, slogans, moral rights, right of publicity, author's rights, contract and licensing rights, works, mask works, industrial design rights, rights of priority, know how, design flows, methodologies, devices, business processes, developments, innovations, good will and all other legal rights protecting intangible proprietary information as may exist now and/or here after come into existence, and all renewals and extensions, regardless of whether those rights arise under the laws of the United States, or any other state, country or jurisdiction.
 - (a) For the purposes of the definition of Intellectual Property, "works" means all literary works, writings and printed matter including the medium by which they are recorded or reproduced, photographs, art work, pictorial and graphic representations and works of a similar nature, film, motion pictures, digital images, animation cells, and other audiovisual works including positives and negatives thereof, sound recordings, tapes, educational materials, interactive videos and any other materials or products created, produced, conceptualized and fixed in a tangible medium of expression. It includes preliminary and final products and any materials and information developed for the purposes of producing those final products. Works does not include articles submitted to peer review or reference journals or independent research projects.
- (3) In the performance of this Agreement, Contractor will exercise and utilize certain of its Intellectual Property in existence prior to the effective date of this Agreement. In addition, under this Agreement, Contractor may access and utilize certain of CDPH's Intellectual Property in existence prior to the effective date of this Agreement. Except as otherwise set forth herein, Contractor shall not use any of CDPH's Intellectual Property now existing or hereafter existing for any purposes without the prior written permission of CDPH. **Except as otherwise set forth herein, neither the Contractor nor CDPH shall give any ownership interest in or rights to its Intellectual Property to the other Party.** If during the term of this Agreement, Contractor accesses any third-party Intellectual Property that is licensed to CDPH, Contractor agrees to abide by all license and confidentiality restrictions applicable to CDPH in the third-party's license agreement.
- (4) Contractor agrees to cooperate with CDPH in establishing or maintaining CDPH's exclusive rights in the Intellectual Property, and in assuring CDPH's sole rights against third parties with respect to the Intellectual Property. If the Contractor enters into any agreements or subcontracts with other parties in order to perform this Agreement, Contractor shall require the terms of the Agreement(s) to include all Intellectual Property provisions. Such terms must include, but are not limited to, the subcontractor assigning and agreeing to assign to CDPH all rights, title and interest in Intellectual Property made, conceived, derived from, or reduced to practice by the subcontractor, Contractor or CDPH and which result directly or indirectly from this Agreement or any subcontract.
- (5) Contractor further agrees to assist and cooperate with CDPH in all reasonable respects, and execute all documents and, subject to reasonable availability, give testimony and take all further acts reasonably necessary to acquire, transfer, maintain, and enforce CDPH's Intellectual Property rights and interests.

Exhibit D
Special Terms and Conditions

b. Retained Rights / License Rights

- (1) Except for Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement, Contractor shall retain title to all of its Intellectual Property to the extent such Intellectual Property is in existence prior to the effective date of this Agreement. Contractor hereby grants to CDPH, without additional compensation, a permanent, non-exclusive, royalty free, paid-up, worldwide, irrevocable, perpetual, non-terminable license to use, reproduce, manufacture, sell, offer to sell, import, export, modify, publicly and privately display/perform, distribute, and dispose Contractor's Intellectual Property with the right to sublicense through multiple layers, for any purpose whatsoever, to the extent it is incorporated in the Intellectual Property resulting from this Agreement, unless Contractor assigns all rights, title and interest in the Intellectual Property as set forth herein.
- (2) Nothing in this provision shall restrict, limit, or otherwise prevent Contractor from using any ideas, concepts, know-how, methodology or techniques related to its performance under this Agreement, provided that Contractor's use does not infringe the patent, copyright, trademark rights, license or other Intellectual Property rights of CDPH or third party, or result in a breach or default of any provisions of this Exhibit or result in a breach of any provisions of law relating to confidentiality.

c. Copyright

- (1) Contractor agrees that for purposes of copyright law, all works [as defined in Paragraph a, subparagraph (2)(a) of this provision] of authorship made by or on behalf of Contractor in connection with Contractor's performance of this Agreement shall be deemed "works made for hire". Contractor further agrees that the work of each person utilized by Contractor in connection with the performance of this Agreement will be a "work made for hire," whether that person is an employee of Contractor or that person has entered into an agreement with Contractor to perform the work. Contractor shall enter into a written agreement with any such person that: (i) all work performed for Contractor shall be deemed a "work made for hire" under the Copyright Act and (ii) that person shall assign all right, title, and interest to CDPH to any work product made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement.
- (2) All materials, including, but not limited to, visual works or text, reproduced or distributed pursuant to this Agreement that include Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement, shall include CDPH's notice of copyright, which shall read in 3mm or larger typeface: "© [Enter Current Year e.g., 2014, etc.], Department of Public Health. This material may not be reproduced or disseminated without prior written permission from the Department of Public Health." This notice should be placed prominently on the materials and set apart from other matter on the page where it appears. Audio productions shall contain a similar audio notice of copyright.

d. Patent Rights

With respect to inventions made by Contractor in the performance of this Agreement, which did not result from research and development specifically included in the Agreement's scope of work, Contractor hereby grants to CDPH a license as described under Section b of this provision for devices or material incorporating, or made through the use of such inventions. If

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Special Terms and Conditions

such inventions result from research and development work specifically included within the Agreement's scope of work, then Contractor agrees to assign to CDPH, without additional compensation, all its right, title and interest in and to such inventions and to assist CDPH in securing United States and foreign patents with respect thereto.

e. Third-Party Intellectual Property

Except as provided herein, Contractor agrees that its performance of this Agreement shall not be dependent upon or include any Intellectual Property of Contractor or third party without first: (i) obtaining CDPH's prior written approval; and (ii) granting to or obtaining for CDPH, without additional compensation, a license, as described in Section b of this provision, for any of Contractor's or third-party's Intellectual Property in existence prior to the effective date of this Agreement. If such a license upon these terms is unattainable, and CDPH determines that the Intellectual Property should be included in or is required for Contractor's performance of this Agreement, Contractor shall obtain a license under terms acceptable to CDPH.

f. Warranties

(1) Contractor represents and warrants that:

- (a) It is free to enter into and fully perform this Agreement.
- (b) It has secured and will secure all rights and licenses necessary for its performance of this Agreement.
- (c) Neither Contractor's performance of this Agreement, nor the exercise by either Party of the rights granted in this Agreement, nor any use, reproduction, manufacture, sale, offer to sell, import, export, modification, public and private display/performance, distribution, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement will infringe upon or violate any Intellectual Property right, non-disclosure obligation, or other proprietary right or interest of any third-party or entity now existing under the laws of, or hereafter existing or issued by, any state, the United States, or any foreign country. There is currently no actual or threatened claim by any such third party based on an alleged violation of any such right by Contractor.
- (d) Neither Contractor's performance nor any part of its performance will violate the right of privacy of, or constitute a libel or slander against any person or entity.
- (e) It has secured and will secure all rights and licenses necessary for Intellectual Property including, but not limited to, consents, waivers or releases from all authors of music or performances used, and talent (radio, television and motion picture talent), owners of any interest in and to real estate, sites, locations, property or props that may be used or shown.
- (f) It has not granted and shall not grant to any person or entity any right that would or might derogate, encumber, or interfere with any of the rights granted to CDPH in this Agreement.
- (g) It has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.

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Special Terms and Conditions

(h) It has no knowledge of any outstanding claims, licenses or other charges, liens, or encumbrances of any kind or nature whatsoever that could affect in any way Contractor's performance of this Agreement.

(2) CDPH MAKES NO WARRANTY THAT THE INTELLECTUAL PROPERTY RESULTING FROM THIS AGREEMENT DOES NOT INFRINGE UPON ANY PATENT, TRADEMARK, COPYRIGHT OR THE LIKE, NOW EXISTING OR SUBSEQUENTLY ISSUED.

g. Intellectual Property Indemnity

- (1) Contractor shall indemnify, defend and hold harmless CDPH and its licensees and assignees, and its officers, directors, employees, agents, representatives, successors, and users of its products, ("Indemnitees") from and against all claims, actions, damages, losses, liabilities (or actions or proceedings with respect to any thereof), whether or not rightful, arising from any and all actions or claims by any third party or expenses related thereto (including, but not limited to, all legal expenses, court costs, and attorney's fees incurred in investigating, preparing, serving as a witness in, or defending against, any such claim, action, or proceeding, commenced or threatened) to which any of the Indemnitees may be subject, whether or not Contractor is a party to any pending or threatened litigation, which arise out of or are related to (i) the incorrectness or breach of any of the representations, warranties, covenants or agreements of Contractor pertaining to Intellectual Property; or (ii) any Intellectual Property infringement, or any other type of actual or alleged infringement claim, arising out of CDPH's use, reproduction, manufacture, sale, offer to sell, distribution, import, export, modification, public and private performance/display, license, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement. This indemnity obligation shall apply irrespective of whether the infringement claim is based on a patent, trademark or copyright registration that issued after the effective date of this Agreement. CDPH reserves the right to participate in and/or control, at Contractor's expense, any such infringement action brought against CDPH.
- (2) Should any Intellectual Property licensed by the Contractor to CDPH under this Agreement become the subject of an Intellectual Property infringement claim, Contractor will exercise its authority reasonably and in good faith to preserve CDPH's right to use the licensed Intellectual Property in accordance with this Agreement at no expense to CDPH. CDPH shall have the right to monitor and appear through its own counsel (at Contractor's expense) in any such claim or action. In the defense or settlement of the claim, Contractor may obtain the right for CDPH to continue using the licensed Intellectual Property; or, replace or modify the licensed Intellectual Property so that the replaced or modified Intellectual Property becomes non-infringing provided that such replacement or modification is functionally equivalent to the original licensed Intellectual Property. If such remedies are not reasonably available, CDPH shall be entitled to a refund of all monies paid under this Agreement, without restriction or limitation of any other rights and remedies available at law or in equity.
- (3) Contractor agrees that damages alone would be inadequate to compensate CDPH for breach of any term of this Intellectual Property Exhibit by Contractor. Contractor acknowledges CDPH would suffer irreparable harm in the event of such breach and agrees CDPH shall be entitled to obtain equitable relief, including without limitation an injunction, from a court of competent jurisdiction, without restriction or limitation of any other rights and remedies available at law or in equity.

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Special Terms and Conditions

h. Survival

The provisions set forth herein shall survive any termination or expiration of this Agreement or any project schedule.

7. Prior Approval of Training Seminars, Workshops or Conferences

Contractor shall obtain prior CDPH approval of the location, costs, dates, agenda, instructors, instructional materials, and attendees at any reimbursable training seminar, workshop, or conference conducted pursuant to this Agreement and of any reimbursable publicity or educational materials to be made available for distribution. The Contractor shall acknowledge the support of the State whenever publicizing the work under this Agreement in any media. This provision does not apply to necessary staff meetings or training sessions held for the staff of the Contractor in order to conduct routine business matters.

8. Confidentiality of Information

The Contractor and its employees, agents, or subcontractors shall:

- a. Protect from unauthorized disclosure names and other identifying information concerning persons either receiving services pursuant to this Agreement or persons whose names or identifying information become available or are disclosed to the Contractor, its employees, agents, or subcontractors as a result of services performed under this Agreement, except for statistical information not identifying any such person.
- b. Not use such identifying information for any purpose other than carrying out the Contractor's obligations under this Agreement.
- c. Promptly transmit to the CDPH Contract Manager all requests for disclosure of such identifying information not emanating from the client or person.
- d. Not disclose, except as otherwise specifically permitted by this Agreement or authorized by the client, any such identifying information to anyone other than CDPH without prior written authorization from the CDPH Contract Manager, except if disclosure is required by State or Federal law.
- e. For purposes of this provision, identity shall include, but not be limited to name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph.
- f. As deemed applicable by CDPH, this provision may be supplemented by additional terms and conditions covering personal health information (PHI) or personal, sensitive, and/or confidential information (PSCI). Said terms and conditions will be outlined in one or more exhibits that will either be attached to this Agreement or incorporated into this Agreement by reference.

9. Documents, Publications and Written Reports

(Applicable to agreements over \$5,000 under which publications, written reports and documents are developed or produced. Government Code Section 7550.)

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Special Terms and Conditions

Any document, publication or written report (excluding progress reports, financial reports and normal contractual communications) prepared as a requirement of this Agreement shall contain, in a separate section preceding the main body of the document, the number and dollar amounts of all contracts or agreements and subcontracts relating to the preparation of such document or report, if the total cost for work by nonemployees of the State exceeds \$5,000.

10. Dispute Resolution Process

- a. A Contractor grievance exists whenever there is a dispute arising from CDPH's action in the administration of an agreement. If there is a dispute or grievance between the Contractor and CDPH, the Contractor must seek resolution using the procedure outlined below.
 - (1) The Contractor should first informally discuss the problem with the CDPH Program Contract Manager. If the problem cannot be resolved informally, the Contractor shall direct its grievance together with any evidence, in writing, to the program Branch Chief. The grievance shall state the issues in dispute, the legal authority or other basis for the Contractor's position and the remedy sought. The Branch Chief shall render a decision within ten (10) working days after receipt of the written grievance from the Contractor. The Branch Chief shall respond in writing to the Contractor indicating the decision and reasons therefore. If the Contractor disagrees with the Branch Chief's decision, the Contractor may appeal to the second level.
 - (2) When appealing to the second level, the Contractor must prepare an appeal indicating the reasons for disagreement with Branch Chief's decision. The Contractor shall include with the appeal a copy of the Contractor's original statement of dispute along with any supporting evidence and a copy of the Branch Chief's decision. The appeal shall be addressed to the Deputy Director of the division in which the branch is organized within ten (10) working days from receipt of the Branch Chief's decision. The Deputy Director of the division in which the branch is organized or his/her designee shall meet with the Contractor to review the issues raised. A written decision signed by the Deputy Director of the division in which the branch is organized or his/her designee shall be directed to the Contractor within twenty (20) working days of receipt of the Contractor's second level appeal.
- b. If the Contractor wishes to appeal the decision of the Deputy Director of the division in which the branch is organized or his/her designee, the Contractor shall follow the procedures set forth in Division 25.1 (commencing with Section 38050) of the Health and Safety Code and the regulations adopted thereunder. (Title 1, Division 2, Chapter 2, Article 3 (commencing with Section 1140) of the California Code of Regulations).
- c. Disputes arising out of an audit, examination of an agreement or other action not covered by subdivision (a) of Section 20204, of Chapter 2.1, Title 22, of the California Code of Regulations, and for which no procedures for appeal are provided in statute, regulation or the Agreement, shall be handled in accordance with the procedures identified in Sections 51016 through 51047, Title 22, California Code of Regulations.
- d. Unless otherwise stipulated in writing by CDPH, all dispute, grievance and/or appeal correspondence shall be directed to the CDPH Contract Manager.
- e. There are organizational differences within CDPH's funding programs and the management levels identified in this dispute resolution provision may not apply in every contractual situation. When a grievance is received and organizational differences exist, the Contractor shall be

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Special Terms and Conditions

notified in writing by the CDPH Contract Manager of the level, name, and/or title of the appropriate management official that is responsible for issuing a decision at a given level.

11. Officials Not to Benefit

No members of or delegate of Congress or the State Legislature shall be admitted to any share or part of this Agreement, or to any benefit that may arise therefrom. This provision shall not be construed to extend to this Agreement if made with a corporation for its general benefits.

12. Prohibited Use of State Funds for Software

Contractor certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.

13. Contract Uniformity (Fringe Benefit Allowability)

(Applicable only to nonprofit organizations.)

Pursuant to the provisions of Article 7 (commencing with Section 100525) of Chapter 3 of Part 1 of Division 101 of the Health and Safety Code, CDPH sets forth the following policies, procedures, and guidelines regarding the reimbursement of fringe benefits.

- a. As used herein fringe benefits shall mean an employment benefit given by one's employer to an employee in addition to one's regular or normal wages or salary.
- b. As used herein, fringe benefits do not include:
 - (1) Compensation for personal services paid currently or accrued by the Contractor for services of employees rendered during the term of this Agreement, which is identified as regular or normal salaries and wages, annual leave, vacation, sick leave, holidays, jury duty and/or military leave/training.
 - (2) Director's and executive committee member's fees.
 - (3) Incentive awards and/or bonus incentive pay.
 - (4) Allowances for off-site pay.
 - (5) Location allowances.
 - (6) Hardship pay.
 - (7) Cost-of-living differentials
- c. Specific allowable fringe benefits include:
 - (1) Fringe benefits in the form of employer contributions for the employer's portion of payroll taxes (i.e., FICA, SUI, SDI), employee health plans (i.e., health, dental and vision), unemployment insurance, worker's compensation insurance, and the employer's share of pension/retirement plans, provided they are granted in accordance with established written organization policies and meet all legal and Internal Revenue Service requirements.
- d. To be an allowable fringe benefit, the cost must meet the following criteria:
 - (1) Be necessary and reasonable for the performance of the Agreement.
 - (2) Be determined in accordance with generally accepted accounting principles.
 - (3) Be consistent with policies that apply uniformly to all activities of the Contractor.

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Special Terms and Conditions

e. Contractor agrees that all fringe benefits shall be at actual cost.

f. Earned/Accrued Compensation

- (1) Compensation for vacation, sick leave and holidays is limited to that amount earned/accrued within the agreement term. Unused vacation, sick leave and holidays earned from periods prior to the agreement term cannot be claimed as allowable costs. See section f (3)(a) below for an example.
- (2) For multiple year agreements, vacation and sick leave compensation, which is earned/accrued but not paid, due to employee(s) not taking time off may be carried over and claimed within the overall term of the multiple years of the Agreement. Holidays cannot be carried over from one agreement year to the next. See Provision f (3)(b) for an example.
- (3) For single year agreements, vacation, sick leave and holiday compensation that is earned/accrued but not paid, due to employee(s) not taking time off within the term of the Agreement, cannot be claimed as an allowable cost. See Provision f (3)(c) for an example.

(a) **Example No. 1:**

If an employee, John Doe, earns/accrues three weeks of vacation and twelve days of sick leave each year, then that is the maximum amount that may be claimed during a one year agreement. If John Doe has five weeks of vacation and eighteen days of sick leave at the beginning of an agreement, the Contractor during a one-year budget period may only claim up to three weeks of vacation and twelve days of sick leave as actually used by the employee. Amounts earned/accrued in periods prior to the beginning of the Agreement are not an allowable cost.

(b) **Example No. 2:**

If during a three-year (multiple year) agreement, John Doe does not use his three weeks of vacation in year one, or his three weeks in year two, but he does actually use nine weeks in year three; the Contractor would be allowed to claim all nine weeks paid for in year three. The total compensation over the three-year period cannot exceed 156 weeks (3 x 52 weeks).

(c) **Example No. 3:**

If during a single year agreement, John Doe works fifty weeks and used one week of vacation and one week of sick leave and all fifty-two weeks have been billed to CDPH, the remaining unused two weeks of vacation and seven days of sick leave may not be claimed as an allowable cost.

14. Cancellation

- A. This agreement may be cancelled by CDPH without cause upon 30 calendar days advance written notice to the Contractor.
- B. CDPH reserves the right to cancel or terminate this agreement immediately for cause. The Contractor may submit a written request to terminate this agreement only if CDPH substantially fails to perform its responsibilities as provided herein.

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Special Terms and Conditions

- C. The term "for cause" shall mean that the Contractor fails to meet the terms, conditions, and/or responsibilities of this agreement.
- D. Agreement termination or cancellation shall be effective as of the date indicated in CDPH's notification to the Contractor. The notice shall stipulate any final performance, invoicing or payment requirements.
- E. Upon receipt of a notice of termination or cancellation, the Contractor shall take immediate steps to stop performance and to cancel or reduce subsequent agreement costs.
- F. In the event of early termination or cancellation, the Contractor shall be entitled to compensation for services performed satisfactorily under this agreement and expenses incurred up to the date of cancellation and any non-cancelable obligations incurred in support of this agreement.

Exhibit E
Additional Provisions

1. Insurance Requirements

A. General Provisions Applying to All Policies

- 1) Coverage Term – Coverage needs to be in force for the complete term of the Agreement. If insurance expires during the term of the Agreement, a new certificate and required endorsements must be received by the State at least ten (10) days prior to the expiration of this insurance. Any new insurance must comply with the original Agreement terms.
- 2) Policy Cancellation or Termination and Notice of Non-Renewal – Contractor shall provide to the CDPH within five (5) business days following receipt by Contractor a copy of any cancellation or non-renewal of insurance required by this Contract. In the event Contractor fails to keep in effect at all times the specified insurance coverage, the CDPH may, in addition to any other remedies it may have, terminate this Contract upon the occurrence of such event, subject to the provisions of this Contract.
- 3) Premiums, Assessments and Deductibles – Contractor is responsible for any premiums, policy assessments, deductibles or self-insured retentions contained within their insurance program.
- 4) Primary Clause – Any required insurance contained in this Agreement shall be primary and not excess or contributory to any other insurance carried by the CDPH.
- 5) Insurance Carrier Required Rating – All insurance companies must carry an AM Best rating of at least “A–” with a financial category rating of no lower than VI. If Contractor is self-insured for a portion or all of its insurance, review of financial information including a letter of credit may be required.
- 6) Endorsements – Any required endorsements requested by the CDPH must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.
- 7) Inadequate Insurance – Inadequate or lack of insurance does not negate Contractor’s obligations under the Agreement.
- 8) Use of Subcontractors - In the case of Contractor’s utilization of Subcontractors to complete the contracted scope of work, Contractor shall include all Subcontractors as insured under Contractor’s insurance or supply evidence of the Subcontractor’s insurance to the CDPH equal to policies, coverages, and limits required of Contractor.

B. Insurance Coverage Requirements

Contractor shall display evidence of certificate of insurance evidencing the following coverage:

- 1) Commercial General Liability – Contractor shall maintain general liability with limits not less than \$1,000,000 per occurrence for bodily injury and property damage combined with a \$2,000,000 annual policy aggregate. The policy shall include coverage for liabilities arising out of premises, operations, independent Contractors, products, completed operations, personal and advertising injury, and liability assumed under an insured Agreement. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to Contractor’s limit of liability.

Exhibit E
Additional Provisions

The policy shall be endorsed to include, "The State of California, its officers, agents, employees, and servants as additional insured, but only insofar as the operations under this Agreement are concerned." This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.

- 2) Automobile Liability (when required) – Contractor shall maintain motor vehicle liability insurance with limits not less than \$1,000,000 combined single limit per accident. Such insurance shall cover liability arising out of a motor vehicle including owned, hired and non-owned motor vehicles. Should the scope of the Agreement involve transportation of hazardous materials, evidence of an MCS-90 endorsement is required. The policy shall be endorsed to include, "The State of California, its officers, agents, employees, and servants as additional insured, but only insofar as the operations under this Agreement are concerned." This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.
- 3) Worker's Compensation and Employer's Liability (when required) – Contractor shall maintain statutory worker's compensation and employer's liability coverage for all its employees who will be engaged in the performance of the Agreement. Employer's liability limits of \$1,000,000 are required. When work is performed on State owned or controlled property the policy shall contain a waiver of subrogation endorsement in favor of the State. This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.
- 4) Professional Liability (when required) – Contractor shall maintain professional liability covering any damages caused by a negligent error; act or omission with limits not less than \$1,000,000 per occurrence and \$1,000,000 policy aggregate. The policy's retroactive date must be displayed on the certificate of insurance and must be before the date this Agreement was executed or before the beginning of Agreement work.
- 5) Environmental/Pollution Liability (when required) – Contractor shall maintain pollution liability for limits not less than \$1,000,000 per claim covering Contractor's liability for bodily injury, property damage and environmental damage resulting from pollution and related cleanup costs incurred arising out of the work or services to be performed under this Agreement. Coverage shall be provided for both work performed on site as well as transportation and proper disposal of hazardous materials. The policy shall be endorsed to include, "The State of California, its officers, agents, employees, and servants as additional insured, but only insofar as the operations under this Agreement are concerned." This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.
- 6) Aircraft Liability (when required) - Contractor shall maintain aircraft liability with a limit not less than \$3,000,000. The policy shall be endorsed to include, "The State of California, its officers, agents, employees and servants as additional insured, but only insofar as the operations under this Agreement." This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.

Exhibit F
Federal Terms and Conditions

(For Federally Funded Subvention/Local Assistance Agreement)

The use of headings or titles throughout this exhibit is for convenience only and shall not be used to interpret or to govern the meaning of any specific term or condition.

This Exhibit contains provisions that require strict adherence to various contracting laws and shall be used for agreement funded in whole or in part by Federal Funds.

1. Federal Contract Funds
2. Federal Equal Employment Opportunity Requirements
3. Debarment and Suspension Certification
4. Covenant Against Contingent Fees
5. Lobbying Restrictions and Disclosure Certification
6. Additional Restrictions
7. Federal Requirements
8. Air and Water Pollution Requirements
9. Smoke-Free Workplace Certification
10. Use of Small, Minority Owned and Women's Businesses
11. Human Subjects Use Requirements
12. Financial and Compliance Audit Requirements
13. Audit and Record Retention

Exhibit F
Federal Terms and Conditions

1. Federal Contract Funds

- a. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the Agreement were executed after that determination was made.
- b. This agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the fiscal years covered by the term of this Agreement. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress which may affect the provisions, terms or funding of this Agreement in any manner.
- c. It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.
- d. CDPH has the option to invalidate or cancel the Agreement with 30-days advance written notice or to amend the Agreement to reflect any reduction in funds.

2. Federal Equal Opportunity Requirements

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. The Contractor will take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and career development opportunities and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Federal Government or CDPH, setting forth the provisions of the Equal Opportunity clause, Section 503 of the Rehabilitation Act of 1973 and the affirmative action clause required by the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212). Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified applicants without discrimination based on their race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era and the rights of applicants and employees.
- b. The Contractor will, in all solicitations or advancements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era.
- c. The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract of understanding a notice, to be provided by the Federal Government or the State, advising the labor union or workers' representative of the Contractor's commitments under the provisions herein and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. The Contractor will comply with all provisions of and furnish all information and reports required by Section 503 of the Rehabilitation Act of 1973, as amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212) and of the Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract

Exhibit F
Federal Terms and Conditions

Compliance Programs, Equal Employment Opportunity, Department of Labor," and of the rules, regulations, and relevant orders of the Secretary of Labor.

- e. The Contractor will furnish all information and reports required by Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and the Rehabilitation Act of 1973, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the State and its designated representatives and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- f. In the event of the Contractor's noncompliance with the requirements of the provisions herein or with any federal rules, regulations, or orders which are referenced herein, this Agreement may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further federal and state contracts in accordance with procedures authorized in Federal Executive Order No. 11246 as amended and such other sanctions may be imposed and remedies invoked as provided in Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- g. The Contractor will include the provisions of Paragraphs a through g in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or Section 503 of the Rehabilitation Act of 1973 or (38 U.S.C. 4212) of the Vietnam Era Veteran's Readjustment Assistance Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs or CDPH may direct as a means of enforcing such provisions including sanctions for noncompliance provided, however, that in the event the Contractor becomes involved in, or is threatened with litigation by a subcontractor or vendor as a result of such direction by CDPH, the Contractor may request in writing to CDPH, who, in turn, may request the United States to enter into such litigation to protect the interests of the State and of the United States.

3. Debarment and Suspension Certification

- a. By signing this Agreement, the Contractor agrees to comply with applicable federal suspension and debarment regulations including, but not limited to 7 CFR Part 3017, 45 CFR 76, 40 CFR 32 or 34 CFR 85.
- b. By signing this Agreement, the Contractor certifies to the best of its knowledge and belief, that it and its principals:
 - (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
 - (2) Have not within a three-year period preceding this application/proposal/agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

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- (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in Paragraph b(2) herein; and
 - (4) Have not within a three-year period preceding this application/proposal/agreement had one or more public transactions (Federal, State or local) terminated for cause or default.
 - (5) Shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under federal regulations (i.e., 48 CFR part 9, subpart 9.4), debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction, unless authorized by the State.
 - (6) Will include a clause entitled, "Debarment and Suspension Certification" that essentially sets forth the provisions herein, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- c. If the Contractor is unable to certify to any of the statements in this certification, the Contractor shall submit an explanation to the CDPH Contract Manager.
 - d. The terms and definitions herein have the meanings set out in the Definitions and Coverage sections of the rules implementing Federal Executive Order 12549.
 - e. If the Contractor knowingly violates this certification, in addition to other remedies available to the Federal Government, the CDPH may terminate this Agreement for cause or default.

4. Covenant Against Contingent Fees

The Contractor warrants that no person or selling agency has been employed or retained to solicit/secure this Agreement upon an agreement of understanding for a commission, percentage, brokerage, or contingent fee, except *bona fide* employees or *bona fide* established commercial or selling agencies retained by the Contractor for the purpose of securing business. For breach or violation of this warranty, CDPH shall have the right to annul this Agreement without liability or in its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, and brokerage or contingent fee.

5. Lobbying Restrictions and Disclosure Certification

(Applicable to federally funded agreements in excess of \$100,000 per Section 1352 of the 31, U.S.C.)

a. Certification and Disclosure Requirements

- (1) Each person (or recipient) who requests or receives a contract or agreement, subcontract, grant, or subgrant, which is subject to Section 1352 of the 31, U.S.C., and which exceeds \$100,000 at any tier, shall file a certification (in the form set forth in Attachment 1, consisting of one page, entitled "Certification Regarding Lobbying") that the recipient has not made, and will not make, any payment prohibited by Paragraph b of this provision.
- (2) Each recipient shall file a disclosure (in the form set forth in Attachment 2, entitled "Standard Form-LLL 'disclosure of Lobbying Activities'") if such recipient has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered federal action) in connection with a contract, or grant or any extension or amendment of that contract, or grant, which would be prohibited under Paragraph b of this provision if paid for with appropriated funds.
- (3) Each recipient shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affect the accuracy of the information contained in any disclosure form previously filed by such person under Paragraph a(2) herein. An event that materially affects the accuracy of the information reported includes:

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- (a) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered federal action;
 - (b) A change in the person(s) or individuals(s) influencing or attempting to influence a covered federal action; or
 - (c) A change in the officer(s), employee(s), or member(s) contacted for the purpose of influencing or attempting to influence a covered federal action.
- (4) Each person (or recipient) who requests or receives from a person referred to in Paragraph a(1) of this provision a contract or agreement, subcontract, grant or subgrant exceeding \$100,000 at any tier under a contract or agreement, or grant shall file a certification, and a disclosure form, if required, to the next tier above.
- (5) All disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the person referred to in Paragraph a(1) of this provision. That person shall forward all disclosure forms to CDPH Program Contract Manager.

b. Prohibition

Section 1352 of Title 31, U.S.C., provides in part that no appropriated funds may be expended by the recipient of a federal contract or agreement, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered federal actions: the awarding of any federal contract or agreement, the making of any federal grant, the making of any federal loan, entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract or agreement, grant, loan, or cooperative agreement.

6. **Additional Restrictions**

(Applicable to all contracts funded in whole or in part with funding from the federal Departments of Labor, Health and Human Services (including CDC funding), or Education.)

Contractor shall comply with the restrictions under Division F, Title V, Section 503 of the Consolidated Appropriations Act, 2012 (H.R. 2055), which provides that:

"SEC. 503.(a) No part of any appropriation contained in this Act or transferred pursuant to section 4002 of Public Law 111-148 shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the Congress or any State or local legislature or legislative body, except in presentation to the Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government, except in presentation to the executive branch of any State or local government itself.

(b) No part of any appropriation contained in this Act or transferred pursuant to section 4002 of Public Law 111-148 shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.

(c) The prohibitions in subsections (a) and (b) shall include any activity to advocate or promote any

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proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.”

7. Federal Requirements

Contractor agrees to comply with and shall require all subcontractors, if any, to comply with all applicable Federal requirements including but not limited to the United States Code, the Code of Federal Regulations, the Funding Opportunity Announcement, the Notice of Award, the funding agreement, and any memoranda or letter regarding the applicable Federal requirements.

8. Air or Water Pollution Requirements

Any federally funded agreement and/or subcontract in excess of \$100,000 must comply with the following provisions unless said agreement is exempt under 40 CFR 15.5.

- a. Government contractors agree to comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act [42 U.S.C. 1857(h)], section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).
- b. Institutions of higher education, hospitals, nonprofit organizations and commercial businesses agree to comply with all applicable standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. 7401 et seq.), as amended, and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended.

9. Smoke-Free Workplace Certification

(Applicable to agreements that provide health, day care, early childhood development services, education or library services to children under 18 directly or through local governments.)

- a. Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by federal programs either directly or through state or local governments, by federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed.
- b. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible party.
- c. By signing this Agreement, Contractor certifies that it will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act. The prohibitions herein are effective December 26, 1994.
- d. Contractor further agrees that it will insert this certification into any subawards (~~subcontracts or~~ subgrants) entered into that provide for children's services as described in the Act.

10. Use of Small, Minority Owned and Women's Businesses

Positive efforts shall be made to use small businesses, minority-owned firms and women's business enterprises, whenever possible (i.e., procurement of goods and/or services). Contractors shall take all of the following steps to further this goal.

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Federal Terms and Conditions

- (1) Ensure that small businesses, minority-owned firms, and women's business enterprises are used to the fullest extent practicable.
- (2) Make information on forthcoming purchasing and contracting opportunities available and arrange time frames for purchases and contracts to encourage and facilitate participation by small businesses, minority-owned firms, and women's business enterprises.
- (3) Consider in the contract process whether firms competing for larger contracts intend to subcontract with small businesses, minority-owned firms, and women's business enterprises.
- (4) Encourage contracting with consortiums of small businesses, minority-owned firms and women's business enterprises when a contract is too large for one of these firms to handle individually.
- (5) Use the services and assistance, as appropriate, of such organizations as the Federal Small Business Administration and the U.S. Department of Commerce's Minority Business Development Agency in the solicitation and utilization of small businesses, minority-owned firms and women's business enterprises.

11. Human Subjects Use Requirements

(Applicable only to agreements that include any tests or examination of materials derived from the human body.)

By signing this Agreement, Contractor agrees that if any performance under this Agreement or any subcontract or subagreement includes any tests or examination of materials derived from the human body for the purpose of providing information, diagnosis, prevention, treatment or assessment of disease, impairment, or health of a human being, all locations at which such examinations are performed shall meet the requirements of 42 U.S.C. Section 263a (CLIA) and the regulations thereunder.

12. Financial and Compliance Audit Requirements

By signing this Agreement, the Contractor/Subcontractor agrees to abide by all requirements specified in 2 CFR 200 *et seq.*, 2 CFR *et seq.*, as applicable, including but not limited to obtaining an annual audit, and any subsequent federal regulatory additions or revisions.

- a. The definitions used in this provision are contained in Section 38040 of the Health and Safety Code, which by this reference is made a part hereof.
- b. Direct service contract means a contract or agreement for services contained in local assistance or subvention programs or both (see Health and Safety [H&S] Code section 38020). Direct service contracts shall not include contracts, agreements, grants, or subventions to other governmental agencies or units of government nor contracts or agreements with regional centers or area agencies on aging (H&S Code section 38030).
- c. The Contractor, as indicated below, agrees to obtain one of the following audits:
 - (1) If the Contractor is a nonprofit organization (as defined in H&S Code section 38040) and receives \$25,000 or more from any State agency under a direct service contract or agreement; the Contractor agrees to obtain an annual single, organization wide, financial and compliance audit. Said audit shall be conducted according to Generally Accepted Auditing Standards. This audit does not fulfill the audit requirements of Paragraph c(3) below. The audit shall be completed by the 15th day of the fifth month following the end of the Contractor's fiscal year, **and/or**
 - (2) If the Contractor is a nonprofit organization (as defined in H&S Code section 38040) and receives less than \$25,000 per year from any State agency under a direct service contract or agreement, the Contractor agrees to obtain a biennial single, organization wide financial and compliance audit, unless there is evidence of fraud or other violation of state law in connection with this Agreement.

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This audit does not fulfill the audit requirements of Paragraph c(3) below. The audit shall be completed by the 15th day of the fifth month following the end of the Contractor's fiscal year, **and/or**

- (3) If the Contractor is a State or Local Government entity or Nonprofit organization (as defined in 2CFR Part 200) and expends \$750,000 or more in Federal awards, the Contractor agrees to obtain an annual single, organization wide, financial and compliance audit according to the requirements specified in 2CFR Part 200. An audit conducted pursuant to this provision will fulfill the audit requirements outlined in Paragraphs c(1) and c(2) above. The audit shall be completed by the end of the ninth month following the end of the audit period. The requirements of this provision apply if:
- (a) The Contractor is a recipient expending Federal awards received directly from Federal awarding agencies, or
 - (b) The Contractor is a subrecipient expending Federal awards received from a pass-through entity such as the State, County or community based organization.
- (4) If the Contractor submits to CDPH a report of an audit other than a single audit, the Contractor must also submit a certification indicating the Contractor has not expended \$750,000 or more in federal funds for the year covered by the audit report.
- d. Two copies of the audit report shall be delivered to the CDPH program funding this Agreement. The audit report must identify the Contractor's legal name and the number assigned to this Agreement. The audit report shall be due within 30 days after the completion of the audit. Upon receipt of said audit report, the CDPH Program Contract Manager shall forward the audit report to CDPH's Audits and Investigations Unit if the audit report was submitted under Section 16.c(3), unless the audit report is from a City, County, or Special District within the State of California whereby the report will be retained by the funding program.
 - e. The cost of the audits described herein may be included in the funding for this Agreement up to the proportionate amount this Agreement represents of the Contractor's total revenue. The CDPH program funding this Agreement must provide advance written approval of the specific amount allowed for said audit expenses.
 - f. The State or its authorized designee, including the Bureau of State Audits, is responsible for conducting agreement performance audits which are not financial and compliance audits. Performance audits are defined by Generally Accepted Government Auditing Standards.
 - g. Nothing in this Agreement limits the State's responsibility or authority to enforce State law or regulations, procedures, or reporting requirements arising thereto.
 - h. Nothing in this provision limits the authority of the State to make audits of this Agreement, provided however, that if independent audits arranged for by the Contractor meet Generally Accepted Governmental Auditing Standards, the State shall rely on those audits and any additional audit work and shall build upon the work already done.
 - i. The State may, at its option, direct its own auditors to perform either of the audits described above. The Contractor will be given advance written notification, if the State chooses to exercise its option to perform said audits.
 - j. The Contractor shall include a clause in any agreement the Contractor enters into with the audit firm doing the single organization wide audit to provide access by the State or Federal Government to the working papers of the independent auditor who prepares the single organization wide audit for the Contractor.
 - k. Federal or state auditors shall have "expanded scope auditing" authority to conduct specific program audits during the same period in which a single organization wide audit is being performed, but the audit report has not been issued. The federal or state auditors shall review and have access to the current audit work being conducted and will not apply any testing or review procedures which have not been satisfied

Exhibit F
Federal Terms and Conditions

by previous audit work that has been completed.

The term "expanded scope auditing" is applied and defined in the U.S. General Accounting Office (GAO) issued Standards for *Audit of Government Organizations, Programs, Activities and Functions*, better known as the "yellow book".

13. Audit and Record Retention

(Applicable to agreements in excess of \$10,000.)

- a. The Contractor shall maintain books, records, documents, and other evidence, accounting procedures and practices, sufficient to properly reflect all direct and indirect costs of whatever nature claimed to have been incurred in the performance of this Agreement, including any matching costs and expenses. The foregoing constitutes "records" for the purpose of this provision.
- b. The Contractor's facility or office or such part thereof as may be engaged in the performance of this Agreement and his/her records shall be subject at all reasonable times to inspection, audit, and reproduction.
- c. Contractor agrees that CDPH, the Department of General Services, the Bureau of State Audits, or their designated representatives including the Comptroller General of the United States shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (GC 8546.7, CCR Title 2, Section 1896).
- d. The Contractor shall preserve and make available his/her records (1) for a period of three years from the date of final payment under this Agreement, and (2) for such longer period, if any, as is required by applicable statute, by any other provision of this Agreement, or by subparagraphs (1) or (2) below.
 - (1) If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of three years from the date of any resulting final settlement.
 - (2) If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three-year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular three-year period, whichever is later.
- e. The Contractor shall comply with the above requirements and be aware of the penalties for violations of fraud and for obstruction of investigation as set forth in Public Contract Code § 10115.10, if applicable.
- f. The Contractor may, at its discretion, following receipt of final payment under this Agreement, reduce its accounts, books and records related to this Agreement to microfilm, computer disk, CD ROM, or other data storage medium. Upon request by an authorized representative to inspect, audit or obtain copies of said records, the Contractor and/or Subcontractor must supply or make available applicable devices, hardware, and/or software necessary to view, copy and/or print said records. Applicable devices may include, but are not limited to, microfilm readers and microfilm printers, etc.
- g. The Contractor shall, if applicable, comply with the Single Audit Act and the audit reporting requirements set forth in Title 2 of the Code of Federal Regulations, Part 200 (2CFR Part 200).

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Federal Terms and Conditions

STATE OF CALIFORNIA
CALIFORNIA DEPARTMENT OF PUBLIC HEALTH

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making, awarding or entering into of this Federal contract, Federal grant, or cooperative agreement, and the extension, continuation, renewal, amendment, or modification of this Federal contract, grant, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency of the United States Government, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities" in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontractor's, subcontracts, and contracts under cooperative agreements) of \$100,000 or more, and that all subrecipients shall certify and disclose accordingly.

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

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Name of Contractor	Printed Name of Person Signing for Contractor
<hr/>	<hr/>
Contract Number	Signature of Person Signing for Contractor
<hr/>	<hr/>
Date	Title

After execution by or on behalf of Contractor, please return to:

California Department of Public Health

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Federal Terms and Conditions

CERTIFICATION REGARDING LOBBYING

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

Approved by OMB
0348-0046

<p>1. Type of Federal Action:</p> <p><input type="checkbox"/> a. contract</p> <p><input type="checkbox"/> b. grant</p> <p><input type="checkbox"/> c. cooperative agreement</p> <p><input type="checkbox"/> d. loan</p> <p><input type="checkbox"/> e. loan guarantee</p> <p><input type="checkbox"/> f. loan insurance</p>	<p>2. Status of Federal Action:</p> <p><input type="checkbox"/> a. bid/offer/application</p> <p><input type="checkbox"/> b. initial award</p> <p><input type="checkbox"/> c. post-award</p>	<p>3. Report Type:</p> <p><input type="checkbox"/> a. initial filing</p> <p><input type="checkbox"/> b. material change</p> <p>For Material Change Only:</p> <p>Year ____ quarter ____</p> <p>date of last report ____.</p>
<p>4. Name and Address of Reporting Entity:</p> <p><input type="checkbox"/> Prime <input type="checkbox"/> Subawardee</p> <p>Tier ____, if known:</p> <p>Congressional District, if known:</p>	<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</p> <p>Congressional District, if known:</p>	
<p>6. Federal Department/Agency</p>	<p>7. Federal Program Name/Description:</p> <p>CDFA Number, if applicable: ____</p>	
<p>8. Federal Action Number, if known:</p>	<p>9. Award Amount, if known:</p> <p>\$</p>	
<p>10.a. Name and Address of Lobbying Registrant (If individual, last name, first name, MI):</p>	<p>b. Individuals Performing Services (including address if different from 10a. (Last name, First name, MI):</p>	
<p>11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. required disclosure shall be subject to a not more than \$100,000 for each such failure.</p>	<p>Signature: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Telephone No.: _____ Date: _____</p>	
<p>Federal Use Only</p>		<p>Authorized for Local Reproduction Standard Form-LLL (Rev. 7-97)</p>

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INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

Exhibit G
Information Privacy and Security Requirements
(For Non-HIPAA/HITECH Act Contracts)

This Information Privacy and Security Requirements Exhibit (For Non-HIPAA/HITECH Act Contracts) (hereinafter referred to as "this Exhibit") sets forth the information privacy and security requirements Contractor is obligated to follow with respect to all personal and confidential information (as defined herein) disclosed to Contractor, or collected, created, maintained, stored, transmitted or used by Contractor for or on behalf of the California Department of Public Health (hereinafter "CDPH"), pursuant to Contractor's agreement with CDPH. (Such personal and confidential information is referred to herein collectively as "CDPH PCI".) CDPH and Contractor desire to protect the privacy and provide for the security of CDPH PCI pursuant to this Exhibit and in compliance with state and federal laws applicable to the CDPH PCI.

- I. Order of Precedence: With respect to information privacy and security requirements for all CDPH PCI, the terms and conditions of this Exhibit shall take precedence over any conflicting terms or conditions set forth in any other part of the agreement between Contractor and CDPH, including Exhibit A (Scope of Work), all other exhibits and any other attachments, and shall prevail over any such conflicting terms or conditions.
- II. Effect on lower tier transactions: The terms of this Exhibit shall apply to all contracts, subcontracts, and subawards, and the information privacy and security requirements Contractor is obligated to follow with respect to CDPH PCI disclosed to Contractor, or collected, created, maintained, stored, transmitted or used by Contractor for or on behalf of CDPH, pursuant to Contractor's agreement with CDPH. When applicable the Contractor shall incorporate the relevant provisions of this Exhibit into each subcontract or subaward to its agents, subcontractors, or independent consultants.
- III. Definitions: For purposes of the agreement between Contractor and CDPH, including this Exhibit, the following definitions shall apply:
 - A. Breach:

"Breach" means:

 1. the unauthorized acquisition, access, use, or disclosure of CDPH PCI in a manner which compromises the security, confidentiality or integrity of the information; or
 2. the same as the definition of "breach of the security of the system" set forth in California Civil Code section 1798.29(f).
 - B. Confidential Information: "Confidential information" means information that:
 1. does not meet the definition of "public records" set forth in California Government Code section 6252(e), or is exempt from disclosure under any of the provisions of Section 6250, et seq. of the California Government Code or any other applicable state or federal laws; or
 2. is contained in documents, files, folders, books or records that are clearly labeled, marked or designated with the word "confidential" by CDPH.
 - C. Disclosure: "Disclosure" means the release, transfer, provision of, access to, or divulging in any manner of information outside the entity holding the information.

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- D. PCI: "PCI" means "personal information" and "confidential information" (as these terms are defined herein):
- E. Personal Information: "Personal information" means information, in any medium (paper, electronic, oral) that:
1. directly or indirectly collectively identifies or uniquely describes an individual; or
 2. could be used in combination with other information to indirectly identify or uniquely describe an individual, or link an individual to the other information; or
 3. meets the definition of "personal information" set forth in California Civil Code section 1798.3, subdivision (a) or
 4. is one of the data elements set forth in California Civil Code section 1798.29, subdivision (g)(1) or (g)(2); or
 5. meets the definition of "medical information" set forth in either California Civil Code section 1798.29, subdivision (h)(2) or California Civil Code section 56.05, subdivision (j); or
 6. meets the definition of "health insurance information" set forth in California Civil Code section 1798.29, subdivision (h)(3); or
 7. is protected from disclosure under applicable state or federal law.
- F. Security Incident: "Security Incident" means:
1. an attempted breach; or
 2. the attempted or successful unauthorized access or disclosure, modification or destruction of CDPH PCI, in violation of any state or federal law or in a manner not permitted under the agreement between Contractor and CDPH, including this Exhibit; or
 3. the attempted or successful modification or destruction of, or interference with, Contractor's system operations in an information technology system, that negatively impacts the confidentiality, availability or integrity of CDPH PCI; or
 4. any event that is reasonably believed to have compromised the confidentiality, integrity, or availability of an information asset, system, process, data storage, or transmission. Furthermore, an information security incident may also include an event that constitutes a violation or imminent threat of violation of information security policies or procedures, including acceptable use policies.
- G. Use: "Use" means the sharing, employment, application, utilization, examination, or analysis of information.
- IV. Disclosure Restrictions: The Contractor and its employees, agents, and subcontractors shall protect from unauthorized disclosure any CDPH PCI. The Contractor shall not disclose, except as otherwise specifically permitted by the agreement between Contractor and CDPH (including this Exhibit), any

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CDPH PCI to anyone other than CDPH personnel or programs without prior written authorization from the CDPH Program Contract Manager, except if disclosure is required by State or Federal law.

- V. Use Restrictions: The Contractor and its employees, agents, and subcontractors shall not use any CDPH PCI for any purpose other than performing the Contractor's obligations under its agreement with CDPH.
- VI. Safeguards: The Contractor shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the privacy, confidentiality, security, integrity, and availability of CDPH PCI, including electronic or computerized CDPH PCI. At each location where CDPH PCI exists under Contractor's control, the Contractor shall develop and maintain a written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Contractor's operations and the nature and scope of its activities in performing its agreement with CDPH, including this Exhibit, and which incorporates the requirements of Section VII, Security, below. Contractor shall provide CDPH with Contractor's current and updated policies within five (5) business days of a request by CDPH for the policies.
- VII. Security: The Contractor shall take any and all steps reasonably necessary to ensure the continuous security of all computerized data systems containing CDPH PCI. These steps shall include, at a minimum, complying with all of the data system security precautions listed in the Contractor Data Security Standards set forth in Attachment 1 to this Exhibit.
- VIII. Security Officer: At each place where CDPH PCI is located, the Contractor shall designate a Security Officer to oversee its compliance with this Exhibit and to communicate with CDPH on matters concerning this Exhibit.
- IX. Training: The Contractor shall provide training on its obligations under this Exhibit, at its own expense, to all of its employees who assist in the performance of Contractor's obligations under Contractor's agreement with CDPH, including this Exhibit, or otherwise use or disclose CDPH PCI.
- A. The Contractor shall require each employee who receives training to certify, either in hard copy or electronic form, the date on which the training was completed.
- B. The Contractor shall retain each employee's certifications for CDPH inspection for a period of three years following contract termination or completion.
- C. Contractor shall provide CDPH with its employee's certifications within five (5) business days of a request by CDPH for the employee's certifications.
- X. Employee Discipline: Contractor shall impose discipline that it deems appropriate (in its sole discretion) on such employees and other Contractor workforce members under Contractor's direct control who intentionally or negligently violate any provisions of this Exhibit.

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XI. Breach and Security Incident Responsibilities:

- A. Notification to CDPH of Breach or Security Incident: The Contractor shall notify CDPH **immediately by telephone call plus email or fax** upon the discovery of a breach (as defined in this Exhibit), **and within twenty-four (24) hours by email or fax** of the discovery of any security incident (as defined in this Exhibit), unless a law enforcement agency determines that the notification will impede a criminal investigation, in which case the notification required by this section shall be made to CDPH immediately after the law enforcement agency determines that such notification will not compromise the investigation. Notification shall be provided to the CDPH Program Contract Manager, the CDPH Privacy Officer and the CDPH Chief Information Security Officer, using the contact information listed in Section XI(F), below. If the breach or security incident is discovered after business hours or on a weekend or holiday and involves CDPH PCI in electronic or computerized form, notification to CDPH shall be provided by calling the CDPH Information Security Office at the telephone numbers listed in Section XI(F), below. For purposes of this Section, breaches and security incidents shall be treated as discovered by Contractor as of the first day on which such breach or security incident is known to the Contractor, or, by exercising reasonable diligence would have been known to the Contractor. Contractor shall be deemed to have knowledge of a breach if such breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the breach, who is a employee or agent of the Contractor.

Contractor shall take:

1. prompt corrective action to mitigate any risks or damages involved with the breach or security incident and to protect the operating environment; and
 2. any action pertaining to a breach required by applicable federal and state laws, including, specifically, California Civil Code section 1798.29.
- B. Investigation of Breach and Security Incidents: The Contractor shall immediately investigate such breach or security incident. As soon as the information is known and subject to the legitimate needs of law enforcement, Contractor shall inform the CDPH Program Contract Manager, the CDPH Privacy Officer, and the CDPH Chief Information Security Officer of:
1. what data elements were involved and the extent of the data disclosure or access involved in the breach, including, specifically, the number of individuals whose personal information was breached; and
 2. a description of the unauthorized persons known or reasonably believed to have improperly used the CDPH PCI and/or a description of the unauthorized persons known or reasonably believed to have improperly accessed or acquired the CDPH PCI, or to whom it is known or reasonably believed to have had the CDPH PCI improperly disclosed to them; and
 3. a description of where the CDPH PCI is believed to have been improperly used or disclosed; and
 4. a description of the probable and proximate causes of the breach or security incident; and

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5. whether Civil Code section 1798.29 or any other federal or state laws requiring individual notifications of breaches have been triggered.
- C. Written Report: The Contractor shall provide a written report of the investigation to the CDPH Program Contract Manager, the CDPH Privacy Officer, and the CDPH Chief Information Security Officer as soon as practicable after the discovery of the breach or security incident. The report shall include, but not be limited to, the information specified above, as well as a complete, detailed corrective action plan, including information on measures that were taken to halt and/or contain the breach or security incident, and measures to be taken to prevent the recurrence or further disclosure of data regarding such breach or security incident.
- D. Notification to Individuals: If notification to individuals whose information was breached is required under state or federal law, and regardless of whether Contractor is considered only a custodian and/or non-owner of the CDPH PCI, Contractor shall, at its sole expense, and at the sole election of CDPH, either:
1. make notification to the individuals affected by the breach (including substitute notification), pursuant to the content and timeliness provisions of such applicable state or federal breach notice laws. Contractor shall inform the CDPH Privacy Officer of the time, manner and content of any such notifications, prior to the transmission of such notifications to the individuals; or
 2. cooperate with and assist CDPH in its notification (including substitute notification) to the individuals affected by the breach.
- E. Submission of Sample Notification to Attorney General: If notification to more than 500 individuals is required pursuant to California Civil Code section 1798.29, and regardless of whether Contractor is considered only a custodian and/or non-owner of the CDPH PCI, Contractor shall, at its sole expense, and at the sole election of CDPH, either:
1. electronically submit a single sample copy of the security breach notification, excluding any personally identifiable information, to the Attorney General pursuant to the format, content and timeliness provisions of Section 1798.29, subdivision (e). Contractor shall inform the CDPH Privacy Officer of the time, manner and content of any such submissions, prior to the transmission of such submissions to the Attorney General; or
 2. cooperate with and assist CDPH in its submission of a sample copy of the notification to the Attorney General.
- F. CDPH Contact Information: To direct communications to the above referenced CDPH staff, the Contractor shall initiate contact as indicated herein. CDPH reserves the right to make changes to the contact information below by verbal or written notice to the Contractor. Said changes shall not require an amendment to this Exhibit or the agreement to which it is incorporated.

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CDPH Program Contract Manager	CDPH Privacy Officer	CDPH Chief Information Security Officer
See the Scope of Work exhibit for Program Contract Manager	Privacy Officer Privacy Office Office of Legal Services California Dept. of Public Health 1415 L Street, 5 th Floor Sacramento, CA 95814 Email: privacy@cdph.ca.gov Telephone: (877) 421-9634	Chief Information Security Officer Information Security Office California Dept. of Public Health P.O. Box 997377 MS6302 Sacramento, CA 95899-7413 Email: cdphiso@cdph.ca.gov Telephone: (855) 500-0016

- XII. Documentation of Disclosures for Requests for Accounting: Contractor shall document and make available to CDPH or (at the direction of CDPH) to an Individual such disclosures of CDPH PCI, and information related to such disclosures, necessary to respond to a proper request by the subject Individual for an accounting of disclosures of personal information as required by Civil Code section 1798.25, or any applicable state or federal law.
- XIII. Requests for CDPH PCI by Third Parties: The Contractor and its employees, agents, or subcontractors shall promptly transmit to the CDPH Program Contract Manager all requests for disclosure of any CDPH PCI requested by third parties to the agreement between Contractor and CDPH (except from an Individual for an accounting of disclosures of the individual's personal information pursuant to applicable state or federal law), unless prohibited from doing so by applicable state or federal law.
- XIV. Audits, Inspection and Enforcement CDPH may inspect the facilities, systems, books and records of Contractor to monitor compliance with this Exhibit. Contractor shall promptly remedy any violation of any provision of this Exhibit and shall certify the same to the CDPH Program Contract Manager in writing.
- XV. Return or Destruction of CDPH PCI on Expiration or Termination: Upon expiration or termination of the agreement between Contractor and CDPH for any reason, Contractor shall securely return or destroy the CDPH PCI. If return or destruction is not feasible, Contractor shall provide a written explanation to the CDPH Program Contract Manager, the CDPH Privacy Officer and the CDPH Chief Information Security Officer, using the contact information listed in Section XI(F), above.
- A. Retention Required by Law: If required by state or federal law, Contractor may retain, after expiration or termination, CDPH PCI for the time specified as necessary to comply with the law.
- B. Obligations Continue Until Return or Destruction: Contractor's obligations under this Exhibit shall continue until Contractor returns or destroys the CDPH PCI or returns the CDPH PCI to CDPH; provided however, that on expiration or termination of the agreement between Contractor and CDPH, Contractor shall not further use or disclose the CDPH PCI except as required by state or federal law.

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- C. Notification of Election to Destroy CDPH PCI: If Contractor elects to destroy the CDPH PCI, Contractor shall certify in writing, to the CDPH Program Contract Manager, the CDPH Privacy Officer and the CDPH Chief Information Security Officer, using the contact information listed in Section XI(F), above, that the CDPH PCI has been securely destroyed. The notice shall include the date and type of destruction method used.
- XVI. Amendment: The parties acknowledge that federal and state laws regarding information security and privacy rapidly evolves and that amendment of this Exhibit may be required to provide for procedures to ensure compliance with such laws. The parties specifically agree to take such action as is necessary to implement new standards and requirements imposed by regulations and other applicable laws relating to the security or privacy of CDPH PCI. The parties agree to promptly enter into negotiations concerning an amendment to this Exhibit consistent with new standards and requirements imposed by applicable laws and regulations.
- XVII. Assistance in Litigation or Administrative Proceedings: Contractor shall make itself and any subcontractors, workforce employees or agents assisting Contractor in the performance of its obligations under the agreement between Contractor and CDPH, available to CDPH at no cost to CDPH to testify as witnesses, in the event of litigation or administrative proceedings being commenced against CDPH, its director, officers or employees based upon claimed violation of laws relating to security and privacy, which involves inactions or actions by the Contractor, except where Contractor or its subcontractor, workforce employee or agent is a named adverse party.
- XVIII. No Third-Party Beneficiaries: Nothing express or implied in the terms and conditions of this Exhibit is intended to confer, nor shall anything herein confer, upon any person other than CDPH or Contractor and their respective successors or assignees, any rights, remedies, obligations or liabilities whatsoever.
- XIX. Interpretation: The terms and conditions in this Exhibit shall be interpreted as broadly as necessary to implement and comply with regulations and applicable State laws. The parties agree that any ambiguity in the terms and conditions of this Exhibit shall be resolved in favor of a meaning that complies and is consistent with federal and state laws and regulations.
- XX. Survival: If Contractor does not return or destroy the CDPH PCI upon the completion or termination of the Agreement, the respective rights and obligations of Contractor under Sections VI, VII and XI of this Exhibit shall survive the completion or termination of the agreement between Contractor and CDPH.

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Attachment 1
Contractor Data Security Standards

1. General Security Controls

- A. **Confidentiality Statement.** All persons that will be working with CDPH PCI must sign a confidentiality statement. The statement must include at a minimum, General Use, Security and Privacy safeguards, Unacceptable Use, and Enforcement Policies. The statement must be signed by the workforce member prior to access to CDPH PCI. The statement must be renewed annually. The Contractor shall retain each person's written confidentiality statement for CDPH inspection for a period of three (3) years following contract termination.
- B. **Background check.** Before a member of the Contractor's workforce may access CDPH PCI, Contractor must conduct a thorough background check of that worker and evaluate the results to assure that there is no indication that the worker may present a risk for theft of confidential data. The Contractor shall retain each workforce member's background check documentation for a period of three (3) years following contract termination.
- C. **Workstation/Laptop encryption.** All workstations and laptops that process and/or store CDPH PCI must be encrypted using a FIPS 140-2 certified algorithm, such as Advanced Encryption Standard (AES), with a 128bit key or higher. The encryption solution must be full disk unless approved by the CDPH Information Security Office.
- D. **Server Security.** Servers containing unencrypted CDPH PCI must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review.
- E. **Minimum Necessary.** Only the minimum necessary amount of CDPH PCI required to perform necessary business functions may be copied, downloaded, or exported.
- F. **Removable media devices.** All electronic files that contain CDPH PCI data must be encrypted when stored on any removable media or portable device (i.e. USB thumb drives, floppies, CD/DVD, smart devices tapes etc.). PCI must be encrypted using a FIPS 140-2 certified algorithm, such as Advanced Encryption Standard (AES), with a 128bit key or higher.
- G. **Antivirus software.** All workstations, laptops and other systems that process and/or store CDPH PCI must install and actively use a comprehensive anti-virus software solution with automatic updates scheduled at least daily.
- H. **Patch Management.** All workstations, laptops and other systems that process and/or store CDPH PCI must have operating system and application security patches applied, with system reboot if necessary. There must be a documented patch management process which determines installation timeframe based on risk assessment and vendor recommendations. At a maximum, all applicable patches must be installed within 30 days of vendor release.
- I. **User IDs and Password Controls.** All users must be issued a unique user name for accessing CDPH PCI. Username must be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee with knowledge of the password. Passwords are not to be shared. Must be at least eight characters. Must be a non-dictionary

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word. Must not be stored in readable format on the computer. Must be changed every 60 days. Must be changed if revealed or compromised. Must be composed of characters from at least three of the following four groups from the standard keyboard:

- Upper case letters (A-Z)
- Lower case letters (a-z)
- Arabic numerals (0-9)
- Non-alphanumeric characters (punctuation symbols)

J. **Data Sanitization.** All CDPH PCI must be sanitized using NIST Special Publication 800-88 standard methods for data sanitization when the CDPH PCI is no longer needed.

2. System Security Controls

- A. **System Timeout.** The system must provide an automatic timeout, requiring reauthentication of the user session after no more than 20 minutes of inactivity.
- B. **Warning Banners.** All systems containing CDPH PCI must display a warning banner each time a user attempts access, stating that data is confidential, systems are logged, and system use is for business purposes only. User must be directed to log off the system if they do not agree with these requirements.
- C. **System Logging.** The system must maintain an automated audit trail which can identify the user or system process which initiates a request for CDPH PCI, or which alters CDPH PCI. The audit trail must be date and time stamped, must log both successful and failed accesses, must be read only, and must be restricted to authorized users. This logging must be included for all user privilege levels including, but not limited to, systems administrators. If CDPH PCI is stored in a database, database logging functionality must be enabled. Audit trail data must be archived for at least 3 years after occurrence.
- D. **Access Controls.** The system must use role based access controls for all user authentications, enforcing the principle of least privilege.
- E. **Transmission encryption.** All data transmissions of CDPH PCI outside the contractor's secure internal network must be encrypted using a FIPS 140-2 certified algorithm, such as Advanced Encryption Standard (AES), with a 128bit key or higher. Encryption can be end to end at the network level, or the data files containing CDPH PCI can be encrypted. This requirement pertains to any type of CDPH PCI in motion such as website access, file transfer, and E-Mail.
- F. **Intrusion Detection.** All systems involved in accessing, holding, transporting, and protecting CDPH PCI that are accessible via the Internet must be protected by a comprehensive intrusion detection and prevention solution.

3. Audit Controls

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- A. **System Security Review.** All systems processing and/or storing CDPH PCI must have at least an annual system risk assessment/security review which provides assurance that administrative, physical, and technical controls are functioning effectively and providing adequate levels of protection. Reviews shall include vulnerability scanning tools.
- B. **Log Reviews.** All systems processing and/or storing CDPH PCI must have a routine procedure in place to review system logs for unauthorized access.
- C. **Change Control.** All systems processing and/or storing CDPH PCI must have a documented change control procedure that ensures separation of duties and protects the confidentiality, integrity and availability of data.

4. Business Continuity / Disaster Recovery Controls

- A. **Disaster Recovery.** Contractor must establish a documented plan to enable continuation of critical business processes and protection of the security of electronic CDPH PCI in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this agreement for more than 24 hours.
- B. **Data Backup Plan.** Contractor must have established documented procedures to securely backup CDPH PCI to maintain retrievable exact copies of CDPH PCI. The backups shall be encrypted. The plan must include a regular schedule for making backups, storing backups offsite, an inventory of backup media, and the amount of time to restore CDPH PCI should it be lost. At a minimum, the schedule must be a weekly full backup and monthly offsite storage of CDPH data.

5. Paper Document Controls

- A. **Supervision of Data.** CDPH PCI in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means that information is not being observed by an employee authorized to access the information. CDPH PCI in paper form shall not be left unattended at any time in vehicles or planes and shall not be checked in baggage on commercial airplanes.
- B. **Escorting Visitors.** Visitors to areas where CDPH PCI is contained shall be escorted and CDPH PHI shall be kept out of sight while visitors are in the area.
- C. **Confidential Destruction.** CDPH PCI must be disposed of through confidential means, using NIST Special Publication 800-88 standard methods for data sanitization when the CDPH PSCI is no longer needed.
- D. **Removal of Data.** CDPH PCI must not be removed from the premises of the Contractor except with express written permission of CDPH.
- E. **Faxing.** Faxes containing CDPH PCI shall not be left unattended and fax machines shall be in secure areas. Faxes shall contain a confidentiality statement notifying persons receiving

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faxes in error to destroy them. Fax numbers shall be verified with the intended recipient before sending.

- F. **Mailing.** CDPH PCI shall only be mailed using secure methods. Large volume mailings of CDPH PHI shall be by a secure, bonded courier with signature required on receipt. Disks and other transportable media sent through the mail must be encrypted with a CDPH approved solution, such as a solution using a vendor product specified on the CALIFORNIA STRATEGIC SOURCING INITIATIVE.

Contractor's Release

Instructions to Contractor:

With final invoice(s) submit one (1) original and one (1) copy. The original must bear the original signature of a person authorized to bind the Contractor. The additional copy may bear photocopied signatures.

Submission of Final Invoice

Pursuant to contract number 16-10856 entered into between the State of California Department of Public Health (CDPH) and the Contractor (identified below), the Contractor does acknowledge that final payment has been requested via invoice number(s) _____, in the amount(s) of \$ _____ and dated _____

If necessary, enter "See Attached" in the appropriate blocks and attach a list of invoice numbers, dollar amounts and invoice dates.

Release of all Obligations

By signing this form, and upon receipt of the amount specified in the invoice number(s) referenced above, the Contractor does hereby release and discharge the State, its officers, agents and employees of and from any and all liabilities, obligations, claims, and demands whatsoever arising from the above referenced contract.

Repayments Due to Audit Exceptions / Record Retention

By signing this form, Contractor acknowledges that expenses authorized for reimbursement does not guarantee final allowability of said expenses. Contractor agrees that the amount of any sustained audit exceptions resulting from any subsequent audit made after final payment will be refunded to the State.

All expense and accounting records related to the above referenced contract must be maintained for audit purposes for no less than three years beyond the date of final payment, unless a longer term is stated in said contract.

Recycled Product Use Certification

By signing this form, Contractor certifies under penalty of perjury that a minimum of 0% unless otherwise specified in writing of post consumer material, as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether it meets the requirements of Public Contract Code Section 12209. Contractor specifies that printer or duplication cartridges offered or sold to the State comply with the requirements of Section 12156(e).

Reminder to Return State Equipment/Property (If Applicable)

(Applies only if equipment was provided by CDPH or purchased with or reimbursed by contract funds)

Unless CDPH has approved the continued use and possession of State equipment (as defined in the above referenced contract) for use in connection with another CDPH agreement, Contractor agrees to promptly initiate arrangements to account for and return said equipment to CDPH, at CDPH's expense, if said equipment has not passed its useful life expectancy as defined in the above referenced contract.

Patents / Other Issues

By signing this form, Contractor further agrees, in connection with patent matters and with any claims that are not specifically released as set forth above, that it will comply with all of the provisions contained in the above referenced contract, including, but not limited to, those provisions relating to notification to the State and related to the defense or prosecution of litigation.

ONLY SIGN AND DATE THIS DOCUMENT WHEN ATTACHING TO THE FINAL INVOICE

Contractor's Legal Name (as on contract): City of San Francisco

Signature of Contractor or Official Designee: _____ Date: _____

Printed Name/Title of Person Signing: _____

CDPH Distribution: Accounting (Original) Program

Agreement by Employee/Contractor to Comply with Confidentiality Requirements

Summary of Statutes Pertaining to Confidential Public Health Records and Penalties for Disclosure

All HIV/AIDS case reports and any information collected or maintained in the course of surveillance-related activities that may directly or indirectly identify an individual are considered *confidential public health record(s)* under California Health and Safety Code (HSC), Section 121035(c) and must be handled with the utmost confidentiality. Furthermore, HSC §121025(a) prohibits the disclosure of HIV/AIDS-related public health records that contain any personally identifying information to any third party, unless authorized by law for public health purposes, or by the written consent of the individual identified in the record or his/her guardian/conservator. Except as permitted by law, any person who negligently discloses information contained in a confidential public health record to a third party is subject to a civil penalty of up to \$5,000 plus court costs, as provided in HSC §121025(e)(1). Any person who willfully or maliciously discloses the content of a public health record, except as authorized by law, is subject to a civil penalty of \$5,000-\$25,000 plus court costs as provided by HSC §121025(e)(2). Any willful, malicious, or negligent disclosure of information contained in a public health record in violation of state law that results in economic, bodily, or psychological harm to the person named in the record is a misdemeanor, punishable by imprisonment for a period of up to one year and/or a fine of up to \$25,000 plus court costs (HSC §121025(e)(3)). Any person who is guilty of a confidentiality infringement of the foregoing type may be sued by the injured party and shall be personally liable for all actual damages incurred for economic, bodily, or psychological harm as a result of the breach (HSC §121025(e)(4)). Each disclosure in violation of California law is a separate, actionable offense (HSC §121025(e)(5)).

Because an assurance of case confidentiality is the foremost concern of the California Department of Public Health, Office of AIDS (CDPH/OA), any actual or potential breach of confidentiality shall be immediately reported. In the event of any suspected breach, staff shall immediately notify the director or supervisor of the local health department's HIV/AIDS surveillance unit who in turn shall notify the CDPH/OA Surveillance Section Chief or designee. CDPH/OA, in conjunction with the local health department and the local health officer shall promptly investigate the suspected breach. Any evidence of an actual breach shall be reported to the law enforcement agency that has jurisdiction.

Employee Confidentiality Pledge

I recognize that in carrying out my assigned duties, I may obtain access to private information about persons diagnosed with HIV or AIDS that was provided under an assurance of confidentiality. I understand that I am prohibited from disclosing or otherwise releasing any personally identifying information, either directly or indirectly, about any individual named in any HIV/AIDS confidential public health record. Should I be responsible for any breach of confidentiality, I understand that civil and/or criminal penalties may be brought against me. I acknowledge that my responsibility to ensure the privacy of protected health information contained in any electronic records, paper documents, or verbal communications to which I may gain access shall not expire, even after my employment or affiliation with the Department has terminated.

By my signature, I acknowledge that I have read, understand, and agree to comply with the terms and conditions above.

Employee name (print)

Employee Signature

Date

Supervisor name (print)

Supervisor Signature

Date


Name of Employer

PLEASE RETAIN A COPY OF THIS DOCUMENT FOR YOUR RECORDS.

CCC-307

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
San Francisco Dept of Public Health		94-6000417
<i>By (Authorized Signature)</i>		
		
<i>Printed Name and Title of Person Signing</i>		
Marcellina A. Ogbu, DrPH - Deputy Director, San Francisco Health Network		
<i>Date Executed</i>	<i>Executed in the County of</i>	
12/29/16	San Francisco	

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE**: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS**: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the

certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lesser of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations,

or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts over \$100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

- 1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

- 1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

Darfur Contracting Act

Pursuant to Public Contract Code (PCC) sections 10475-10481, the Darfur Contracting Act's intent is to preclude State agencies from contracting with scrutinized companies that do business in the African nation of Sudan. A scrutinized company is a company doing specified types of business in Sudan as defined in PCC section 10476. Scrutinized companies are ineligible to, and cannot, contract with a State agency for goods or services (PCC section 10477(a)) unless obtaining permission from the Department of General Services according to the criteria set forth in PCC section 10477(b).

Therefore, to be eligible to contract with the California Department of Public Health, please initial one of the following three paragraphs and complete the certification below:

1. MAO
Initials We do not currently have, or we have not had within the previous three years, business activities or other operations outside of the United States.

OR


2. _____
Initials We are a scrutinized company as defined in Public Contract Code section 10476, but we have received written permission from the Department of General Services (DGS) to submit a bid or proposal pursuant to Public Contract Code section 10477(b) or submit a contract/purchase order. A copy of the written permission from DGS is included with our bid, proposal or contract/purchase order.

OR

3. _____
Initials We currently have, or we have had within the previous three years, business activities or other operations outside of the United States, but we certify below that we are not a scrutinized company as defined in Public Contract Code section 10476.

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind this company to the clause listed above. This certification is made under the laws of the State of California.

Company Name (Printed)	Federal ID Number
San Francisco Dept of Public Health	94-6000417
By (Authorized Signature)	
	
Printed Name and Title of Person Signing	
Marcellina A. Ogbu, DrPH - Deputy Director, San Francisco Health Network	
Date Executed	Executed in the County and State of
12/29/16	San Francisco, CA



Edwin M. Lee
Mayor

Barbara A. Garcia, MPA
Director of Health

TO: Angela Calvillo, Clerk of the Board of Supervisors
FROM: Barbara A. Garcia, MPA *[Signature]*
Director of Health
DATE: January 4, 2017
SUBJECT: Grant Accept and Expend
GRANT TITLE: Accept and Expend Grant - HIV CARE Program
Supplemental- \$1,336,000

Attached please find the original and 2 copies of each of the following:

- Proposed grant resolution, original signed by Department
- Grant information form, including disability checklist -
- Budget and Budget Justification
- Grant application: Not Applicable. No application submitted.
- Agreement / Award Letter
- Other (Explain):

Special Timeline Requirements:

Departmental representative to receive a copy of the adopted resolution:

Name: Richelle-Lynn Mojica

Phone: 255-3555

Interoffice Mail Address: Dept. of Public Health, Grants Administration for
Community Programs, 1380 Howard St.

Certified copy required Yes

No

Introduction Form

By a Member of the Board of Supervisors or the Mayor

Time stamp
or meeting date

I hereby submit the following item for introduction (select only one):

- 1. For reference to Committee. (An Ordinance, Resolution, Motion, or Charter Amendment)
- 2. Request for next printed agenda Without Reference to Committee.
- 3. Request for hearing on a subject matter at Committee.
- 4. Request for letter beginning "Supervisor [redacted] inquires"
- 5. City Attorney request.
- 6. Call File No. [redacted] from Committee.
- 7. Budget Analyst request (attach written motion).
- 8. Substitute Legislation File No. [redacted]
- 9. Reactivate File No. [redacted]
- 10. Question(s) submitted for Mayoral Appearance before the BOS on [redacted]

RECEIVED
BOARD OF SUPERVISORS
SAN FRANCISCO
14 MAR 14 PM 4:32

Please check the appropriate boxes. The proposed legislation should be forwarded to the following:

- Small Business Commission Youth Commission Ethics Commission
- Planning Commission Building Inspection Commission

Note: For the Imperative Agenda (a resolution not on the printed agenda), use a Imperative Form.

Sponsor(s):

Supervisor Sheehy

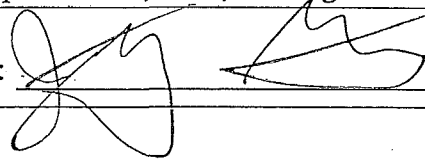
Subject:

Accept and Expend Grant- HIV CARE Program Supplemental - \$1,336,000

The text is listed below or attached:

Resolution authorizing the San Francisco Department of Public Health to accept and expend a grant in the amount of \$1,336,000 from California Department of Public Health to participate in a program entitled HIV CARE Program Supplemental for the period of November 30, 2016, through September 29, 2017, waiving indirect costs.

Signature of Sponsoring Supervisor:



For Clerk's Use Only:

FORM SFEC-126:
NOTIFICATION OF CONTRACT APPROVAL
(S.F. Campaign and Governmental Conduct Code § 1.126)

City Elective Officer Information <i>(Please print clearly.)</i>	
Name of City elective officer(s):	City elective office(s) held:
Members, San Francisco Board of Supervisors	Members, San Francisco Board of Supervisors

Contractor Information <i>(Please print clearly.)</i>	
Name of contractor: Health Right 360	
<i>Please list the names of (1) members of the contractor's board of directors; (2) the contractor's chief executive officer, chief financial officer and chief operating officer; (3) any person who has an ownership of 20 percent or more in the contractor; (4) any subcontractor listed in the bid or contract; and (5) any political committee sponsored or controlled by the contractor. Use additional pages as necessary.</i>	
1) Board – See Attachment 1 2) Vitka Eisen, Executive Director; Tony Duong, Interim CFO; Jegan Anandasakaran, CIO 3) N/A 4) N/A 5) N/A	
Contractor address: 180 Howard Street, Ste. 100, San Francisco, CA 94105	
Date that contract was approved:	Amount of contract: \$129,000
Describe the nature of the contract that was approved:	
Comments: Catholic Charities is a 501 (c) 3 Nonprofit with a Board of Directors	

This contract was approved by (check applicable):

the City elective officer(s) identified on this form (Mayor, Edwin M. Lee)

a board on which the City elective officer(s) serves San Francisco Board of Supervisors

Print Name of Board

the board of a state agency (Health Authority, Housing Authority Commission, Industrial Development Authority Board, Parking Authority, Redevelopment Agency Commission, Relocation Appeals Board, Treasure Island Development Authority) on which an appointee of the City elective officer(s) identified on this form sits

Print Name of Board

Filer Information <i>(Please print clearly.)</i>	
Name of filer: Clerk of the SF Board of Supervisors	Contact telephone number: (415) 554-5184
Address: City Hall, Room 244 1 Dr. Carlton B. Goodlett Pl., San Francisco, CA 94102	E-mail: Board.of.supervisors@sfgov.org

Signature of City Elective Officer (if submitted by City elective officer)

Date Signed

Signature of Board Secretary or Clerk (if submitted by Board Secretary or Clerk)

Date Signed

Board of Directors – Health Right 360

Officers

Dr. Vitka Eisen, Chief Executive Officer
Tony Duong, Interim Chief Financial Officer
Jegan Anandasakaran, Chief Information Officer
Dr. Ana Valdés, Chief Healthcare Officer
Demetrius Andreas, Vice President of Aftercare Services
Jack Cheng, Vice President of Healthcare Services
Leo D'Agostino, Vice President of Human Resources
Wayne Garcia, Vice President of Programs
Dr. Mardell Gavriel, Vice President of Mental Health Services
Michelle Hudson, Vice President of Development
Denise Williams, Vice President of Contracts & Compliance

Board Chair: Trisha Walsh

Board Vice Chair: Victor R. Ortiz

Board Members:

John Baer
The Hon. Ellen Chaitin
The Hon. Harlan Grossman
Dr. Tom R. Hofstedt
Kathryn Holmes
Deborah Koski
Barbara Kostick, MD, FAAFP
Jemma Lavarias
Anji Mandavia
Ann McClanathan
James McElwee
Melyssa Mendoza
Karen E. Pointer
Ramona Shewl
Cindy Teti
Barbara Velasco

FORM SFEC-126:
NOTIFICATION OF CONTRACT APPROVAL
(S.F. Campaign and Governmental Conduct Code § 1.126)

City Elective Officer Information <i>(Please print clearly.)</i>	
Name of City elective officer(s): Members, San Francisco Board of Supervisors	City elective office(s) held: Members, San Francisco Board of Supervisors

Contractor Information <i>(Please print clearly.)</i>	
Name of contractor: Instituto Familiar de la Raza	
Please list the names of (1) members of the contractor's board of directors; (2) the contractor's chief executive officer, chief financial officer and chief operating officer; (3) any person who has an ownership of 20 percent or more in the contractor; (4) any subcontractor listed in the bid or contract; and (5) any political committee sponsored or controlled by the contractor. Use additional pages as necessary.	
1) Board – See Attachment 1 2) Estela Garcia, Executive Director; German Walteros, Associate Director; Benny Ng, Fiscal Director 3) N/A 4) N/A 5) N/A	
Contractor address: 180 Howard Street, Ste. 100, San Francisco, CA 94105	
Date that contract was approved:	Amount of contract: \$59,336
Describe the nature of the contract that was approved:	
Comments: Catholic Charities is a 501 (c) 3 Nonprofit with a Board of Directors	

This contract was approved by (check applicable):

the City elective officer(s) identified on this form (Mayor, Edwin M. Lee)

a board on which the City elective officer(s) serves San Francisco Board of Supervisors

Print Name of Board

the board of a state agency (Health Authority, Housing Authority Commission, Industrial Development Authority Board, Parking Authority, Redevelopment Agency Commission, Relocation Appeals Board, Treasure Island Development Authority) on which an appointee of the City elective officer(s) identified on this form sits

Print Name of Board

Filer Information <i>(Please print clearly.)</i>	
Name of filer: Clerk of the SF Board of Supervisors	Contact telephone number: (415) 554-5184
Address: City Hall, Room 244 1 Dr. Carlton B. Goodlett Pl., San Francisco, CA 94102	E-mail: Board.of.supervisors@sfgov.org

Signature of City Elective Officer (if submitted by City elective officer)

Date Signed

Signature of Board Secretary or Clerk (if submitted by Board Secretary or Clerk)

Date Signed

Board of Directors – Instituto Familiar de la Raza

Officers

Tyrone Navarro, Board President
Lupe Avila, Board Vice President
Myrna Melgar, Treasurer
Kit Barron, Secretary

Members

Tyrone Navarro, Board President
Lupe Avila, Board Vice President
Myrna Melgar, Treasurer
Kit Barron, Secretary
Santiago Ruiz
Natalia Lopez-Whitaker
Whitney Caruso
Karla Castillo

FORM SFEC-126:
NOTIFICATION OF CONTRACT APPROVAL
(S.F. Campaign and Governmental Conduct Code § 1.126)

City Elective Officer Information <i>(Please print clearly.)</i>	
Name of City elective officer(s): Members, San Francisco Board of Supervisors	City elective office(s) held: Members, San Francisco Board of Supervisors

Contractor Information <i>(Please print clearly.)</i>	
Name of contractor: Maitri AIDS Hospice	
<i>Please list the names of (1) members of the contractor's board of directors; (2) the contractor's chief executive officer, chief financial officer and chief operating officer; (3) any person who has an ownership of 20 percent or more in the contractor; (4) any subcontractor listed in the bid or contract; and (5) any political committee sponsored or controlled by the contractor. Use additional pages as necessary.</i>	
1) Board – See Attachment 1 2) Michael Smithwick, Executive Director; Helga Sigvaldadottir, Administration Director 3) N/A 4) N/A	
Contractor address: 401 Duboce Avenue, San Francisco, CA 94117	
Date that contract was approved:	Amount of contract: \$95,000
Describe the nature of the contract that was approved:	
Comments: Maitri AIDS Hospice is a 501 (c) 3 Nonprofit with a Board of Directors	

This contract was approved by (check applicable):

the City elective officer(s) identified on this form (Mayor, Edwin M. Lee)

a board on which the City elective officer(s) serves San Francisco Board of Supervisors
Print Name of Board

the board of a state agency (Health Authority, Housing Authority Commission, Industrial Development Authority Board, Parking Authority, Redevelopment Agency Commission, Relocation Appeals Board, Treasure Island Development Authority) on which an appointee of the City elective officer(s) identified on this form sits

Print Name of Board

Filer Information <i>(Please print clearly.)</i>	
Name of filer: Clerk of the SF Board of Supervisors	Contact telephone number: (415) 554-5184
Address: City Hall, Room 244 1 Dr. Carlton B. Goodlett Pl., San Francisco, CA 94102	E-mail: board.of.supervisors@sfgov.org

Signature of City Elective Officer (if submitted by City elective officer)

Date Signed

Signature of Board Secretary or Clerk (if submitted by Board Secretary or Clerk)

Date Signed

Board of Directors – Maitri AIDS Hospice

Officers

Michael Niemeyer, President

Chris Harris, Vice-President

Jim King, Treasurer and Finance Chair

Walter Parsley, Secretary

Members

Christina Raymond

Jill Stockwell

Johannes Casados

Lindsay Faeder

Jeffrey Paul Sallot

FORM SFEC-126:
NOTIFICATION OF CONTRACT APPROVAL
(S.F. Campaign and Governmental Conduct Code § 1.126)

City Elective Officer Information <i>(Please print clearly.)</i>	
Name of City elective officer(s): Members, San Francisco Board of Supervisors	City elective office(s) held: Members, San Francisco Board of Supervisors
Contractor Information <i>(Please print clearly.)</i>	
Name of contractor: Project Open Hand	
<i>Please list the names of (1) members of the contractor's board of directors; (2) the contractor's chief executive officer, chief financial officer and chief operating officer; (3) any person who has an ownership of 20 percent or more in the contractor; (4) any subcontractor listed in the bid or contract; and (5) any political committee sponsored or controlled by the contractor. Use additional pages as necessary.</i>	
1) Board – See Attachment 2) Mark Ryle, Chief Executive Director; Adrian Barrow, Executive Chef; Teresa Ballete, Vice President of Finance & Controller 3) N/A 4) N/A	
Contractor address: 730 Polk Street, San Francisco, CA 94109	
Date that contract was approved:	Amount of contract: \$120,000
Describe the nature of the contract that was approved:	
Comments: Project Open Hand is a 501 (c) 3 Nonprofit with a Board of Directors	

This contract was approved by (check applicable):

the City elective officer(s) identified on this form (Mayor, Edwin M. Lee)

a board on which the City elective officer(s) serves San Francisco Board of Supervisors
Print Name of Board

the board of a state agency (Health Authority, Housing Authority Commission, Industrial Development Authority Board, Parking Authority, Redevelopment Agency Commission, Relocation Appeals Board, Treasure Island Development Authority) on which an appointee of the City elective officer(s) identified on this form sits

Print Name of Board

Filer Information <i>(Please print clearly.)</i>	
Name of filer: Clerk of the SF Board of Supervisors	Contact telephone number: (415) 554-5184
Address: City Hall, Room 244 1 Dr. Carlton B. Goodlett Pl., San Francisco, CA 94102	E-mail: board.of.supervisors@sfgov.org

Signature of City Elective Officer (if submitted by City elective officer)

Date Signed

Signature of Board Secretary or Clerk (if submitted by Board Secretary or Clerk)

Date Signed

Board of Directors – Project Open Hand

Officers

Carmela Krantz, Chair
Karl Christiansen, Vice-Chair
Linda Glick, Secretary
Timothy Barabe, Finance Committee Chair

Members

Carmela Krantz, Chair
Karl Christiansen, Vice-Chair
Linda Glick, Secretary
Timothy Barabe, Finance Committee Chair
Diana Adachi
Shabbir Anik
Ann Kennedy
Mike Dillon
Selwa Hussain
Brendon Kearney
Aneesh Krishna
Gary Loeb
Keith Maddock
Patrick McGovern
Matt Shiraki
Jay Stowsky
Patricia King
Linda Harrison

FORM SFEC-126:
NOTIFICATION OF CONTRACT APPROVAL
(S.F. Campaign and Governmental Conduct Code § 1.126)

City Elective Officer Information <i>(Please print clearly.)</i>	
Name of City elective officer(s): Members, San Francisco Board of Supervisors	City elective office(s) held: Members, San Francisco Board of Supervisors
Contractor Information <i>(Please print clearly.)</i>	
Name of contractor: Rafiki Coalition for Health & Wellness	
<i>Please list the names of (1) members of the contractor's board of directors; (2) the contractor's chief executive officer, chief financial officer and chief operating officer; (3) any person who has an ownership of 20 percent or more in the contractor; (4) any subcontractor listed in the bid or contract; and (5) any political committee sponsored or controlled by the contractor. Use additional pages as necessary.</i>	
1) Board – See Attachment 1 2) Perry L. Lang, Executive Director 3) N/A 4) N/A 5) N/A	
Contractor address: 938 Valencia Street, San Francisco, CA 94110	
Date that contract was approved:	Amount of contract: \$89,000
Describe the nature of the contract that was approved:	
Comments: Dolores Street Community Services is a 501 (c) 3 Nonprofit with a Board of Directors	

This contract was approved by (check applicable):

the City elective officer(s) identified on this form (Mayor, Edwin M. Lee)

a board on which the City elective officer(s) serves San Francisco Board of Supervisors

Print Name of Board

the board of a state agency (Health Authority, Housing Authority Commission, Industrial Development Authority Board, Parking Authority, Redevelopment Agency Commission, Relocation Appeals Board, Treasure Island Development Authority) on which an appointee of the City elective officer(s) identified on this form sits

Print Name of Board

Filer Information <i>(Please print clearly.)</i>	
Name of filer: Clerk of the SF Board of Supervisors	Contact telephone number: (415) 554-5184
Address: City Hall, Room 244 1 Dr. Carlton B. Goodlett Pl., San Francisco, CA 94102	E-mail: board.of.supervisors@sfgov.org

Signature of City Elective Officer (if submitted by City elective officer)

Date Signed

Signature of Board Secretary or Clerk (if submitted by Board Secretary or Clerk)

Date Signed

Board of Directors – Rafiki Coalition for Health & Wellness

Officers

Luis Martinez, Chair
Cynthia Prince, Vice-Chair
Dr. Brenda Wade, Secretary
Lisa L. Williams, Treasurer
Perry L. Lang, Executive Director

Members

John Chiang
Diedra Epps-Miller
Kevin Frankel
Phyllis Moats
Diana Oertel
Lynette Sweet
Robert Washington

**FORM SFEC-126:
NOTIFICATION OF CONTRACT APPROVAL**
(S.F. Campaign and Governmental Conduct Code § 1.126)

City Elective Officer Information <i>(Please print clearly.)</i>	
Name of City elective officer(s): Members, San Francisco Board of Supervisors	City elective office(s) held: Members, San Francisco Board of Supervisors

Contractor Information <i>(Please print clearly.)</i>	
Name of contractor: San Francisco AIDS Foundation	
<i>Please list the names of (1) members of the contractor's board of directors; (2) the contractor's chief executive officer, chief financial officer and chief operating officer; (3) any person who has an ownership of 20 percent or more in the contractor; (4) any subcontractor listed in the bid or contract; and (5) any political committee sponsored or controlled by the contractor. Use additional pages as necessary.</i>	
1) Board – See Attachment 1 2) Joe Hollendonner, Chief Executive Director; Robert Grant, Chief Medical Officer; Liz Pesch, Chief Financial Officer 3) N/A 4) N/A 5) N/A	
Contractor address: 180 Howard Street, Ste. 100, San Francisco, CA 94105	
Date that contract was approved:	Amount of contract: \$350,000
Describe the nature of the contract that was approved:	
Comments: Catholic Charities is a 501 (c) 3 Nonprofit with a Board of Directors	

This contract was approved by (check applicable):

- the City elective officer(s) identified on this form (Mayor, Edwin M. Lee)
- a board on which the City elective officer(s) serves San Francisco Board of Supervisors
Print Name of Board
- the board of a state agency (Health Authority, Housing Authority Commission, Industrial Development Authority Board, Parking Authority, Redevelopment Agency Commission, Relocation Appeals Board, Treasure Island Development Authority) on which an appointee of the City elective officer(s) identified on this form sits
- _____ Print Name of Board

Filer Information <i>(Please print clearly.)</i>	
Name of filer: Clerk of the SF Board of Supervisors	Contact telephone number: (415) 554-5184
Address: City Hall, Room 244 1 Dr. Carlton B. Goodlett Pl., San Francisco, CA 94102	E-mail: board.of.supervisors@sfgov.org

Signature of City Elective Officer (if submitted by City elective officer) _____
Date Signed

Signature of Board Secretary or Clerk (if submitted by Board Secretary or Clerk) _____
Date Signed

Board of Directors – San Francisco AIDS Foundation

Officers

Philip Besirof, Chair
Laurie Hane, Secretary

Members

Steven Abbott
Douglas Brooks
Mary Cha-Caswell
Hamish Chandra
Christopher Cowen
Bruno Delagneau, MD
Mike Dillon
Dale Freeman
Zoë Harris
Alec Hughes
Matthew Marquis
Kajsa Minor
Robert F. Quon, MD
Eric Rozendahl
Christopher Shepler
Jack Stephenson
Lisa Serman, MPH, MD
Paul B. Tan, DMD
Dora Wong

**FORM SFEC-126:
NOTIFICATION OF CONTRACT APPROVAL
(S.F. Campaign and Governmental Conduct Code § 1.126)**

City Elective Officer Information <i>(Please print clearly.)</i>	
Name of City elective officer(s): Members, San Francisco Board of Supervisors	City elective office(s) held: Members, San Francisco Board of Supervisors

Contractor Information <i>(Please print clearly.)</i>	
Name of contractor: UCSF Alliance Health Project	
Please list the names of (1) members of the contractor's board of directors; (2) the contractor's chief executive officer, chief financial officer and chief operating officer; (3) any person who has an ownership of 20 percent or more in the contractor; (4) any subcontractor listed in the bid or contract; and (5) any political committee sponsored or controlled by the contractor. Use additional pages as necessary. 1) Board – See Attachment 1 2) James W. Dilley, MD, Executive Director; Lori Thoemmes, Division Director 3) N/A 4) N/A 5) N/A	
Contractor address: 180 Howard Street, Ste. 100, San Francisco, CA 94105	
Date that contract was approved:	Amount of contract: \$178,000
Describe the nature of the contract that was approved:	
Comments: Catholic Charities is a 501 (c) 3 Nonprofit with a Board of Directors	

This contract was approved by (check applicable):

- the City elective officer(s) identified on this form (Mayor, Edwin M. Lee)
- a board on which the City elective officer(s) serves San Francisco Board of Supervisors
Print Name of Board
- the board of a state agency (Health Authority, Housing Authority Commission, Industrial Development Authority Board, Parking Authority, Redevelopment Agency Commission, Relocation Appeals Board, Treasure Island Development Authority) on which an appointee of the City elective officer(s) identified on this form sits
Print Name of Board

Filer Information <i>(Please print clearly.)</i>	
Name of filer: Clerk of the SF Board of Supervisors	Contact telephone number: (415) 554-5184
Address: City Hall, Room 244 1 Dr. Carlton B. Goodlett Pl., San Francisco, CA 94102	E-mail: board.of.supervisors@sfgov.org

Signature of City Elective Officer (if submitted by City elective officer)

Date Signed

Signature of Board Secretary or Clerk (if submitted by Board Secretary or Clerk)

Date Signed

Board of Directors – UCSF Alliance Health Project

Officers

Kate Shumate, Chair

Doug Case, Secretary

Susan M. Breall, Vice-Chair

Members

Beaux Alexande

Emily Conley, PhD

Patty Cummings, PsyD,

Phil De Carlo

Dominique (Dom) DeGuzman

Murtuza Ghadiali, MD

Mahsa Hakimi

Jim Halloran

Brad Hare, MD

Yan Liu

Ken Pearce

Cameron Silva

**FORM SFEC-126:
NOTIFICATION OF CONTRACT APPROVAL
(S.F. Campaign and Governmental Conduct Code § 1.126)**

City Elective Officer Information <i>(Please print clearly.)</i>	
Name of City elective officer(s): Members, San Francisco Board of Supervisors	City elective office(s) held: Members, San Francisco Board of Supervisors
Contractor Information <i>(Please print clearly.)</i>	
Name of contractor: University of the Pacific, School of Dentistry	
Please list the names of (1) members of the contractor's board of directors; (2) the contractor's chief executive officer, chief financial officer and chief operating officer; (3) any person who has an ownership of 20 percent or more in the contractor; (4) any subcontractor listed in the bid or contract; and (5) any political committee sponsored or controlled by the contractor. Use additional pages as necessary. 1) Board – See Attachment 1 2) Nader A. Nadershahi Dean; Arthur A. Dugoni, Dean Emeritus; Richard E. Fredekind, Executive Associate Dean 3) N/A 4) N/A 5) N/A	
Contractor address: 180 Howard Street, Ste. 100, San Francisco, CA 94105	
Date that contract was approved:	Amount of contract: \$200,000
Describe the nature of the contract that was approved:	
Comments: Catholic Charities is a 501 (c) 3 Nonprofit with a Board of Directors	

This contract was approved by (check applicable):

the City elective officer(s) identified on this form (Mayor, Edwin M. Lee)
 a board on which the City elective officer(s) serves San Francisco Board of Supervisors
Print Name of Board

the board of a state agency (Health Authority, Housing Authority Commission, Industrial Development Authority Board, Parking Authority, Redevelopment Agency Commission, Relocation Appeals Board, Treasure Island Development Authority) on which an appointee of the City elective officer(s) identified on this form sits.

Print Name of Board

Filer Information <i>(Please print clearly.)</i>	
Name of filer: Clerk of the SF Board of Supervisors	Contact telephone number: (415) 554-5184
Address: City Hall, Room 244 1 Dr. Carlton B. Goodlett Pl., San Francisco, CA 94102	E-mail: board.of.supervisors@sfgov.org

Signature of City Elective Officer (if submitted by City elective officer) _____
Date Signed

Signature of Board Secretary or Clerk (if submitted by Board Secretary or Clerk) _____
Date Signed

Board of Directors – University of the Pacific, School of Dentistry

Officers

Kimberly A. LaRocca '06 DH, President
Dr. Daniel M. Castagna '81, President-Elect
Dr. Mary M. Turoff '7, Vice President
Dr. William A. van Dyk '73, Immediate Past President
Dr. Bruce G. Toy '81, Treasurer
Dr. David Ehsan '95, Secretary
Dr. Arthur A. Dugoni '48, Dean Emeritus
Joanne Fox, Director

Members

Dr. Basil Al Shaikhly '15 IDS
Dr. Alan Budenz, Associate
Dr. Jeffrey Bueno '90
Dr. Richard F. Creaghe '86
Dr. Benjamin B. Hellickson '14
Ms. Kelsie M. Hensley '11 DH
Dr. Parag R. Kachalia '01
Dr. Amanda Rae Kronquist '15
Dr. Peter C. Liu '89
Dr. Akhil S. Reddy '08
Dr. Jamie J. Sahouria '04
Dr. R. Alexander Schmotter '15
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Dr. Bing Elliot Xia '00 IDS
Dr. Magnus K. Yang '09/'10 AEGD

