

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

Agreement between the City and County of San Francisco and

POSITIVE RESOURCE CENTER

This Agreement is made this 1st day of **March, 2018**, in the City and County of San Francisco, State of California, by and between **Positive Resource Center, 12 Grace Street, San Francisco, CA 94103** ("Contractor") and City.

Recitals

WHEREAS, the **Department of Public Health** ("Department") wishes to secure services for **HIV/AIDS Emergency Financial Assistance**; and,

WHEREAS, this Agreement was competitively procured as required by San Francisco Administrative Code Chapter 21.1 through an **RFP 44-2017**, a Request for Proposal ("RFP") issued on **November 21, 2017**, in which the City selected the Contractor as the only qualified scorer pursuant to the RFP; and

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

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

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

Now, THEREFORE, the parties agree as follows:

Article 1 Definitions

The following definitions apply to this Agreement:

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

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

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

1.4 "Contractor" or "Consultant" means **Positive Resource Center, 12 Grace Street, San Francisco, CA 94103.**

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

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

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

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

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

Article 2 Term of the Agreement

2.1 The term of this Agreement shall commence on the latter of: (i) **March 1, 2018**; or (ii) the Effective Date and expire on **February 28, 2022**, unless earlier terminated as otherwise provided herein.

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

Option 1: 03/01/2022 – 02/28/2023
Option 2: 03/01/2023 – 02/29/2024
Option 3: 03/01/2024 – 02/28/2025
Option 4: 03/01/2025 – 02/28/2026
Option 5: 03/01/2026 – 02/28/2027
Option 6: 03/01/2027 – 02/29/2028

Article 3 Financial Matters

3.1 **Certification of Funds; Budget and Fiscal Provisions; Termination in the Event of Non-Appropriation.** This Agreement is subject to the budget and fiscal provisions of the City's Charter. Charges will accrue only after prior written authorization certified by the Controller, and the amount of City's obligation hereunder shall not at any time exceed the amount certified for the purpose and period stated in such advance authorization. This Agreement will terminate without penalty, liability or expense

of any kind to City at the end of any fiscal year if funds are not appropriated for the next succeeding fiscal year. If funds are appropriated for a portion of the fiscal year, this Agreement will terminate, without penalty, liability or expense of any kind at the end of the term for which funds are appropriated. City has no obligation to make appropriations for this Agreement in lieu of appropriations for new or other agreements. City budget decisions are subject to the discretion of the Mayor and the Board of Supervisors. Contractor's assumption of risk of possible non-appropriation is part of the consideration for this Agreement.

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

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

3.3 Compensation.

3.3.1 Payment. Contractor shall provide an invoice to the City on a monthly basis for Services completed in the immediate preceding month, unless a different schedule is set out in Appendix B, "Calculation of Charges." Compensation shall be made for Services identified in the invoice that the **Director of Health**, in his or her sole discretion, concludes has been satisfactorily performed. Payment shall be made within 30 calendar days of receipt of the invoice, unless the City notifies the Contractor that a dispute as to the invoice exists. In no event shall the amount of this Agreement exceed **Four Million Four Hundred Four Thousand Two Hundred Ninety-Seven Dollars (\$4,404,297)**. The breakdown of charges associated with this Agreement appears in Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein. A portion of payment may be withheld until conclusion of the Agreement if agreed to by both parties as retainage, described in Appendix B. In no event shall City be liable for interest or late charges for any late payments.

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

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

3.3.4 **Invoice Format.** Invoices furnished by Contractor under this Agreement must be in a form acceptable to the Controller and City, and must include a unique invoice number. Payment shall be made by City as specified in Section 3.3.6, or in such alternate manner as the Parties have mutually agreed upon in writing.

3.3.5 **Reserved. (LBE Payment and Utilization Tracking System)**

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

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

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

3.3.7 **Grant Funded Contracts.**

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

(b) **Reserved. (Grant Terms)**

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

3.4.1 Contractor shall annually have its books of accounts audited by a Certified Public Accountant and a copy of said audit report and the associated management letter(s) shall be transmitted to the Director of Public Health or his /her designee within one hundred eighty (180) calendar days following Contractor's fiscal year end date. If Contractor expends \$500,000 or more in Federal funding per year, from any and all Federal awards, said audit shall be conducted in accordance with OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations. Said requirements can be found at the following website address: <http://www.whitehouse.gov/omb/circulars/a133/a133.html>.

If Contractor expends less than \$500,000 a year in Federal awards, Contractor is exempt from the single audit requirements for that year, but records must be available for review or audit by appropriate officials of the Federal Agency, pass-through entity and General Accounting Office. Contractor agrees to reimburse the City any cost adjustments necessitated by this audit report. Any audit report which addresses all or part of the period covered by this Agreement shall treat the service components identified in the detailed descriptions attached to Appendix A and referred to in the Program Budgets of Appendix B as discrete program entities of the Contractor.

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

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

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

3.6 **Reserved. (Payment of Prevailing Wages)**

Article 4 Services and Resources

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

4.2 **Qualified Personnel.** Contractor shall utilize only competent personnel under the supervision of, and in the employment of, Contractor (or Contractor's authorized subcontractors) to

perform the Services. Contractor will comply with City's reasonable requests regarding assignment and/or removal of personnel, but all personnel, including those assigned at City's request, must be supervised by Contractor. Contractor shall commit adequate resources to allow timely completion within the project schedule specified in this Agreement.

4.3 Subcontracting.

4.3.1 Contractor may subcontract portions of the Services only upon prior written approval of City. Contractor is responsible for its subcontractors throughout the course of the work required to perform the Services. All Subcontracts must incorporate the terms of Article 10 "Additional Requirements Incorporated by Reference" of this Agreement, unless inapplicable. Neither Party shall, on the basis of this Agreement, contract on behalf of, or in the name of, the other Party. Any agreement made in violation of this provision shall be null and void.

4.3.2 City's execution of this Agreement constitutes its approval of the subcontractors listed below.

a. Contractor will not employ subcontractors

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

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

Contractor, warrants immediate remedial action by Contractor, City shall contact Contractor and provide Contractor in writing with the reason for requesting such immediate action.

4.4.2 Payment of Employment Taxes and Other Expenses. Should City, in its discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Division, or both, determine that Contractor is an employee for purposes of collection of any employment taxes, the amounts payable under this Agreement shall be reduced by amounts equal to both the employee and employer portions of the tax due (and offsetting any credits for amounts already paid by Contractor which can be applied against this liability). City shall then forward those amounts to the relevant taxing authority. Should a relevant taxing authority determine a liability for past services performed by Contractor for City, upon notification of such fact by City, Contractor shall promptly remit such amount due or arrange with City to have the amount due withheld from future payments to Contractor under this Agreement (again, offsetting any amounts already paid by Contractor which can be applied as a credit against such liability). A determination of employment status pursuant to the preceding two paragraphs shall be solely for the purposes of the particular tax in question, and for all other purposes of this Agreement, Contractor shall not be considered an employee of City. Notwithstanding the foregoing, Contractor agrees to indemnify and save harmless City and its officers, agents and employees from, and, if requested, shall defend them against any and all claims, losses, costs, damages, and expenses, including attorneys' fees, arising from this section.

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

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

Article 5 Insurance and Indemnity

5.1 Insurance.

5.1.1 Required Coverages. Without in any way limiting Contractor's liability pursuant to the "Indemnification" section of this Agreement, Contractor must maintain in force, during the full term of the Agreement, insurance in the following amounts and coverages:

(a) Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than \$1,000,000 each accident, injury, or illness; and

(b) Commercial General Liability Insurance with limits not less than \$1,000,000 each occurrence for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations; and

(c) Commercial Automobile Liability Insurance with limits not less than \$1,000,000 each occurrence, "Combined Single Limit" for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.

5.1.2 Commercial General Liability and Commercial Automobile Liability Insurance policies must be endorsed to provide:

(a) Name as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees.

(b) That such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought.

5.1.3 All policies shall be endorsed to provide thirty (30) days' advance written notice to the City of cancellation for any reason, intended non-renewal, or reduction in coverages. Notices shall be sent to the City address set forth in Section 11.1, entitled "Notices to the Parties."

5.1.4 Should any of the required insurance be provided under a claims-made form, Contractor shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of three years beyond the expiration of this Agreement, to the effect that, should occurrences during the contract term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies.

5.1.5 Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence or claims limits specified above.

5.1.6 Should any required insurance lapse during the term of this Agreement, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required by this Agreement, effective as of the lapse date. If insurance is not reinstated, the City may, at its sole option, terminate this Agreement effective on the date of such lapse of insurance.

5.1.7 Before commencing any Services, Contractor shall furnish to City certificates of insurance and additional insured policy endorsements with insurers with ratings comparable to A-, VIII or higher, that are authorized to do business in the State of California, and that are satisfactory to City, in form evidencing all coverages set forth above. Approval of the insurance by City shall not relieve or decrease Contractor's liability hereunder.

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

5.2 **Indemnification.** Contractor shall indemnify and hold harmless City and its officers, agents and employees from, and, if requested, shall defend them from and against any and all claims, demands, losses, damages, costs, expenses, and liability (legal, contractual, or otherwise) arising from or in any way connected with any: (i) injury to or death of a person, including employees of City or Contractor; (ii) loss of or damage to property; (iii) violation of local, state, or federal common law, statute or regulation, including but not limited to privacy or personally identifiable information, health information, disability and labor laws or regulations; (iv) strict liability imposed by any law or regulation; or (v) losses arising from Contractor's execution of subcontracts not in accordance with the requirements

of this Agreement applicable to subcontractors; so long as such injury, violation, loss, or strict liability (as set forth in subsections (i) – (v) above) arises directly or indirectly from Contractor’s performance of this Agreement, including, but not limited to, Contractor’s use of facilities or equipment provided by City or others, regardless of the negligence of, and regardless of whether liability without fault is imposed or sought to be imposed on City, except to the extent that such indemnity is void or otherwise unenforceable under applicable law, and except where such loss, damage, injury, liability or claim is the result of the active negligence or willful misconduct of City and is not contributed to by any act of, or by any omission to perform some duty imposed by law or agreement on Contractor, its subcontractors, or either’s agent or employee. Contractor shall also indemnify, defend and hold City harmless from all suits or claims or administrative proceedings for breaches of federal and/or state law regarding the privacy of health information, electronic records or related topics, arising directly or indirectly from Contractor’s performance of this Agreement, except where such breach is the result of the active negligence or willful misconduct of City. The foregoing indemnity shall include, without limitation, reasonable fees of attorneys, consultants and experts and related costs and City’s costs of investigating any claims against the City.

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

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

Article 6 Liability of the Parties

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

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

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

Article 7 Payment of Taxes

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

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

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

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

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

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

Article 8 Termination and Default

8.1 Termination for Convenience

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

8.1.2 Upon receipt of the notice of termination, Contractor shall commence and perform, with diligence, all actions necessary on the part of Contractor to effect the termination of this Agreement on the date specified by City and to minimize the liability of Contractor and City to third

parties as a result of termination. All such actions shall be subject to the prior approval of City. Such actions shall include, without limitation:

- (a) Halting the performance of all Services under this Agreement on the date(s) and in the manner specified by City.
- (b) Terminating all existing orders and subcontracts, and not placing any further orders or subcontracts for materials, Services, equipment or other items.
- (c) At City's direction, assigning to City any or all of Contractor's right, title, and interest under the orders and subcontracts terminated. Upon such assignment, City shall have the right, in its sole discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.
- (d) Subject to City's approval, settling all outstanding liabilities and all claims arising out of the termination of orders and subcontracts.
- (e) Completing performance of any Services that City designates to be completed prior to the date of termination specified by City.
- (f) Taking such action as may be necessary, or as the City may direct, for the protection and preservation of any property related to this Agreement which is in the possession of Contractor and in which City has or may acquire an interest.

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

- (a) The reasonable cost to Contractor, without profit, for all Services prior to the specified termination date, for which Services City has not already tendered payment. Reasonable costs may include a reasonable allowance for actual overhead, not to exceed a total of 10% of Contractor's direct costs for Services. Any overhead allowance shall be separately itemized. Contractor may also recover the reasonable cost of preparing the invoice.
- (b) A reasonable allowance for profit on the cost of the Services described in the immediately preceding subsection (a), provided that Contractor can establish, to the satisfaction of City, that Contractor would have made a profit had all Services under this Agreement been completed, and provided further, that the profit allowed shall in no event exceed 5% of such cost.
- (c) The reasonable cost to Contractor of handling material or equipment returned to the vendor, delivered to the City or otherwise disposed of as directed by the City.
- (d) A deduction for the cost of materials to be retained by Contractor, amounts realized from the sale of materials and not otherwise recovered by or credited to City, and any other appropriate credits to City against the cost of the Services or other work.

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

relating to the prosecution of a claim or lawsuit, prejudgment interest, or any other expense which is not reasonable or authorized under Section 8.1.3.

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

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

8.2 Termination for Default; Remedies.

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

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

3.5	Submitting False Claims.	10.10	Alcohol and Drug-Free Workplace
4.5	Assignment	10.13	Working with Minors
Article 5	Insurance and Indemnity	11.10	Compliance with Laws
Article 7	Payment of Taxes	13.1	Nondisclosure of Private, Proprietary or Confidential Information
13.4	Protected Health Information		

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

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

(d) A court or government authority enters an order (i) appointing a custodian, receiver, trustee or other officer with similar powers with respect to Contractor or with respect to any substantial part of Contractor's property, (ii) constituting an order for relief or approving a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take

advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction or (iii) ordering the dissolution, winding-up or liquidation of Contractor.

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

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

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

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

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

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

3.3.2	Payment Limited to Satisfactory Services	9.1	Ownership of Results
3.3.7(a)	Grant Funded Contracts - Disallowance	9.2	Works for Hire
3.4	Audit and Inspection of Records	11.6	Dispute Resolution Procedure
3.5	Submitting False Claims	11.7	Agreement Made in California; Venue
Article 5	Insurance and Indemnity	11.8	Construction
6.1	Liability of City	11.9	Entire Agreement
6.3	Liability for Incidental and Consequential Damages	11.10	Compliance with Laws
Article 7	Payment of Taxes	11.11	Severability

8.1.6	Payment Obligation	13.1	Nondisclosure of Private, Proprietary or Confidential Information
13.4	Protected Health Information		

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

Article 9 Rights In Deliverables

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

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

Article 10 Additional Requirements Incorporated by Reference

10.1 **Laws Incorporated by Reference.** The full text of the laws listed in this Article 10, including enforcement and penalty provisions, are incorporated by reference into this Agreement. The full text of the San Francisco Municipal Code provisions incorporated by reference in this Article and elsewhere in the Agreement ("Mandatory City Requirements") are available at http://www.amlegal.com/codes/client/san-francisco_ca/

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

Code (Section 1090 *et seq.*), and further agrees promptly to notify the City if it becomes aware of any such fact during the term of this Agreement.

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

10.4 Reserved.

10.5 Nondiscrimination Requirements

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

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

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

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

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

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

10.10 Alcohol and Drug-Free Workplace. City reserves the right to deny access to, or require Contractor to remove from, City facilities personnel of any Contractor or subcontractor who City has reasonable grounds to believe has engaged in alcohol abuse or illegal drug activity which in any way impairs City's ability to maintain safe work facilities or to protect the health and well-being of City

employees and the general public. City shall have the right of final approval for the entry or re-entry of any such person previously denied access to, or removed from, City facilities. Illegal drug activity means possessing, furnishing, selling, offering, purchasing, using or being under the influence of illegal drugs or other controlled substances for which the individual lacks a valid prescription. Alcohol abuse means possessing, furnishing, selling, offering, or using alcoholic beverages, or being under the influence of alcohol.

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

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

10.12 Reserved. (Slavery Era Disclosure)

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

10.14 Consideration of Criminal History in Hiring and Employment Decisions

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

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

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

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

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

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

10.19 Reserved. (Preservative Treated Wood Products)

Article 11 General Provisions

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

To CITY: Office of Contract Management and Compliance
Department of Public Health
101 Grove Street, Room 402
San Francisco, California 94102 e-mail: Nora.macias@sfdph.org

And: BILL BLUM
HIV HEALTH SERVICES
25 VAN NESS AVENUE
SAN FRANCISCO, CA 94103 e-mail: Bill.blum@sfdph.org

To CONTRACTOR: POSITIVE RESOURCE CENTER
12 GRACE STREET
SAN FRANCISCO, CA 94103 e-mail: Brett.andrews@prcsf.org

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

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

11.3 Reserved.

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

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

11.6 Dispute Resolution Procedure.

11.6.1 Negotiation; Alternative Dispute Resolution. The Parties will attempt in good faith to resolve any dispute or controversy arising out of or relating to the performance of services under this Agreement. If the Parties are unable to resolve the dispute, then, pursuant to San Francisco Administrative Code Section 21.36, Contractor may submit to the Contracting Officer a written request for administrative review and documentation of the Contractor's claim(s). Upon such request, the Contracting Officer shall promptly issue an administrative decision in writing, stating the reasons for the action taken and informing the Contractor of its right to judicial review. If agreed by both Parties in writing, disputes may be resolved by a mutually agreed-upon alternative dispute resolution process. If the parties do not mutually agree to an alternative dispute resolution process or such efforts do not resolve the

dispute, then either Party may pursue any remedy available under California law. The status of any dispute or controversy notwithstanding, Contractor shall proceed diligently with the performance of its obligations under this Agreement in accordance with the Agreement and the written directions of the City. Neither Party will be entitled to legal fees or costs for matters resolved under this section.

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

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

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

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

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

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

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

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

11.13 Order of Precedence. Contractor agrees to perform the services described below in accordance with the terms and conditions of this Agreement, implementing task orders, the RFP, and Contractor's proposal dated **November 21, 2017**. The RFP and Contractor's proposal are incorporated by

reference as though fully set forth herein. Should there be a conflict of terms or conditions, this Agreement and any implementing task orders shall control over the RFP and the Contractor's proposal.

Article 12 Department Specific Terms

12.1 Third Party Beneficiaries.

No third parties are intended by the parties hereto to be third party beneficiaries under this Agreement, and no action to enforce the terms of this Agreement may be brought against either party by any person who is not a party hereto.

12.2 Certification Regarding Lobbying.

CONTRACTOR certifies to the best of its knowledge and belief that:

A. No federally appropriated funds have been paid or will be paid, by or on behalf of CONTRACTOR to any persons for influencing or attempting to influence an officer or an employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the entering into of any federal cooperative agreement, or the extension, continuation, renewal, amendment, or modification of a federal contract, grant, loan or cooperative agreement.

B. If any funds other than federally appropriated funds have been paid or will be paid to any persons for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan or cooperative agreement, CONTRACTOR shall complete and submit Standard Form -111, "Disclosure Form to Report Lobbying," in accordance with the form's instructions.

C. CONTRACTOR shall require the language of this certification be included in the award documents for all subawards at all tiers, (including subcontracts, subgrants, and contracts under grants, loans and cooperation agreements) and that all subrecipients shall certify and disclose accordingly.

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

12.3 Materials Review.

CONTRACTOR agrees that all materials, including without limitation print, audio, video, and electronic materials, developed, produced, or distributed by personnel or with funding under this Agreement shall be subject to review and approval by the Contract Administrator prior to such production, development or distribution. CONTRACTOR agrees to provide such materials sufficiently in advance of any deadlines to allow for adequate review. CITY agrees to conduct the review in a manner which does not impose unreasonable delays on CONTRACTOR'S work, which may include review by members of target communities.

12.4 Emergency Response.

CONTRACTOR will develop and maintain an Agency Disaster and Emergency Response Plan containing Site Specific Emergency Response Plan(s) for each of its service sites. The agency-wide plan should address disaster coordination between and among service sites. CONTRACTOR will update the Agency/site(s) plan as needed and CONTRACTOR will train all employees regarding the provisions of the plan for their Agency/site(s). CONTRACTOR will attest on its annual Community Programs' Contractor Declaration of Compliance whether it has developed and maintained an Agency Disaster and Emergency Response Plan, including a site specific emergency response plan for each of its service site. CONTRACTOR is advised that Community Programs Contract Compliance Section staff will review these plans during a compliance site review. Information should be kept in an Agency/Program Administrative Binder, along with other contractual documentation requirements for easy accessibility and inspection

In a declared emergency, CONTRACTOR'S employees shall become emergency workers and participate in the emergency response of Community Programs, Department of Public Health. Contractors are required to identify and keep Community Programs staff informed as to which two staff members will serve as CONTRACTOR'S prime contacts with Community Programs in the event of a declared emergency.

Article 13 Data and Security

13.1 Nondisclosure of Private, Proprietary or Confidential Information.

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

13.1.2 In the performance of Services, Contractor may have access to City's proprietary or confidential information, the disclosure of which to third parties may damage City. If City discloses proprietary or confidential information to Contractor, such information must be held by Contractor in confidence and used only in performing the Agreement. Contractor shall exercise the same standard of care to protect such information as a reasonably prudent contractor would use to protect its own proprietary or confidential information.

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

13.3 Business Associate Agreement.

The parties acknowledge that CITY is a Covered Entity as defined in the Healthcare Insurance Portability and Accountability Act of 1996 ("HIPAA") and is required to comply with the HIPAA Privacy Rule governing the access, transmission, and storage of health information and the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ("the HITECH Act").

The parties acknowledge that CONTRACTOR is one of the following (Choose Only One):

1. **CONTRACTOR will create, receive, maintain, transmit, or access SFDPH PHI And is a Covered Entity¹ as defined under HIPAA;**
Complete the following attached documents:
 - a. Appendix E SFDPH Protected Information Privacy & Security Agreement (PSA) (06-21-2017)
 - b. SFDPH Attestation 1 PRIVACY (06-07-2017)
 - c. SFDPH Attestation 2 DATA SECURITY (06-07-2017)
 - d. SFDPH Attestation 3 COMPLIANCE (06-07-2017)

2. **CONTRACTOR will create, receive, maintain, transmit, or access SFDPH PHI And is NOT a Covered Entity¹ as defined under HIPAA;**
Complete the following attached documents:
 - a. Appendix E SFDPH Business Associates Agreement (BAA) (08-04-2017)
 - b. SFDPH Attestation 1 PRIVACY (06-07-2017)
 - c. SFDPH Attestation 2 DATA SECURITY (06-07-2017)

3. **CONTRACTOR will NOT create, receive, maintain, transmit, or access SFDPH PHI;**
Appendix E and attestations are not required.
This option requires review and approval from the Office of Compliance and Privacy Affairs.

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

¹ **A Covered Entity is defined under HIPAA as one of the following:**

- a. **Health Care Providers** (doctors, clinics, psychologists, pharmacies, nursing homes)
- b. **Health Plans** (Health insurance companies, HMOs, company health plans, government programs that pay for health care).
- c. **Health Care Clearinghouse** (Not Applicable to SFDPH contracts)

Source: <https://www.hhs.gov/hipaa/for-professionals/covered-entities/index.html>

https://privacyruleandresearch.nih.gov/pr_06.asp

Article 14 MacBride And Signature

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

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

CITY

Recommended by:



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

CONTRACTOR

POSITIVE RESOURCE CENTER



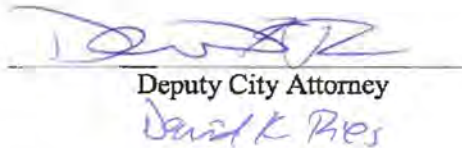
Brett Andrews
Chief Executive Officer
12 Grace Street
San Francisco, CA 94103

Supplier ID: 0000012999

Approved as to Form:

Dennis J. Herrera
City Attorney

By:



Deputy City Attorney
David K. Res

Approved:



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

· Appendices

- A: · Scope of Services
- B: · Calculation of Charges
- C: · Insurance Reserved
- D: · Grant Terms Reserved
- E: · HIPAA Business Associate Agreement
- F: · Invoice
- G: · Dispute Resolution

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Appendix A Scope of Services

1. Terms

A. Contract Administrator:

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

B. Reports:

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

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

C. Evaluation:

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

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

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

D. Possession of Licenses/Permits:

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

E. Adequate Resources:

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

F. Admission Policy:

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

G. San Francisco Residents Only:

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

H. Grievance Procedure:

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

I. Infection Control, Health and Safety:

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

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

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

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

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

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

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

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

J. Aerosol Transmissible Disease Program, Health and Safety:

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

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

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

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

K. Acknowledgment of Funding:

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

L. Client Fees and Third Party Revenue:

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

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

M. Patients Rights:

All applicable Patients Rights laws and procedures shall be implemented.

N. Under-Utilization Reports:

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

O. Quality Assurance:

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

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

P. Compliance With Grant Award Notices:

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

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

2. **Description of Services**

Contractor agrees to perform the following Services:

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

Detailed description of services are listed below and are attached hereto

Appendix A-1

AIDS Emergency Fund Program

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

CONTRACT SUMMARY

Contractor/Vendor: PRC
Service Provider: PRC (formerly AEF)
Total Contract: \$ 3,932,408
Funding Source: Ryan White Part A CFDA #93.914
Program Name: PRC - AIDS Emergency Fund Program
System of Care: HIV Health Services (HHS)
Provider Address: 12 Grace Street, San Francisco, CA 94103
Provider Phone: 415-558-6999 ext.7 Fax: 415-558-6990
Contact Person: Andy Chu, Chief of Programs, andy.chu@prcsf.org

RFP#: 44-2017

Appendix A:

Funding Source:

Appendix B:

Funding Amount:

Funding Term:

Number of UOS and UDC:

**Emergency
Financial Assistance
Grants**

Appendix A-1							
Ryan White Part A CFDA #93.914							
B-1		B-1a		B-1b		B-1c	
Year One		Year Two		Year Three		Year Four	
\$983,102		\$983,102		\$983,102		\$983,102	
03/01/18 - 02/28/19		03/01/19 - 02/29/20		03/01/20 - 02/28/21		03/01/21 - 02/28/22	
UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC
7,099	1,300	7,099	1,300	7,099	1,300	7,099	1,300

Definition of UOS: Grants to 3rd parties on behalf of clients

Target Population: SF residents diagnosed with HIV, especially those who are at risk of becoming homeless or are marginally housed.

Description of Services: Emergency Financial Assistance grants for housing, utility bills, medical expenses

1. IDENTIFIERS PRC AIDS Emergency Fund Program
12 Grace Street, San Francisco, CA 94103
415-558-6999 ext.7 Fax: 415-558-6990
www.prcsf.org
Contact Andy Chu, JD, Chief of Programs, andy.chu@prcsf.org, 415-972-0827

2. NATURE OF DOCUMENT Original

3. GOAL STATEMENT

To provide emergency financial assistance grants to low income individuals with HIV / AIDS to stabilize their living situation and improve the quality of their lives.

4. TARGET POPULATION

The target population for Emergency Financial Assistance grants is SF residents with HIV / AIDS, especially those who are at risk of becoming homeless, or those whose housing is marginal.

- a) Third Party Reimbursement: PRC will assure that Ryan White CARE Act funds will be used to fund only services that are not reimbursed by any other funding source.
- b) Low Income: Client enrollment priority is reserved for San Francisco residents who have low incomes and are uninsured. Secondary enrollment is reserved for San Francisco residents who have low incomes and are underinsured. Low Income status is equal to 400% of the Federal Poverty Level (FPL) as defined by the US Department of Health and Human Services.
- c) Client Eligibility: Client HIV diagnosis is confirmed at intake. Client eligibility determination for residency, low-income, and insurance status is confirmed at intake and at 12-month intervals thereafter. Six-month, interim eligibility confirmation may be obtained by client self-attestation, but must be documented in the client file or in ARIES.

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

The amount of the Emergency Financial Assistance grant available to a client is based on the purpose of the grant. If the purpose of the grant is for Eviction Prevention (EP), the client is eligible for up \$1000 per fiscal year. A grant for all other allowable purposes under the Client Services Manual is known as an Emergency Assistance (EA) grant, and is limited to \$500 per client per fiscal year. Notwithstanding to provisions to the contrary, exceptions to the grant limit are allowed according to the financial and emergent situations of the client on a case by case basis. UOS Modality: Payments on grants are issued to third-party vendors directly. Guidelines are subject to review and approval by PRC board of directors at least annually. Projected UOS and UDC are delineated in the following table. UOS are defined in \$100 increments.

Period / Budget Appendix	UOS Description	UOS	UDC
03/01/18 - 02/28/19 (B-1)	Emergency Financial Assistance Grants	7,099	1,300
03/01/19 -02/29/20 (B-1a)	Emergency Financial Assistance Grants	7,099	1,300
03/01/20- 02/28/21 (B-1b)	Emergency Financial Assistance Grants	7,099	1,300
03/01/21- 02/28/22 (B-1c)	Emergency Financial Assistance Grants	7,099	1,300

6. METHODOLOGY

Emergency Financial Assistance

This contract provides Emergency Financial Assistance grants for housing, utility bills, and medical expenses for people with HIV; and are considered standard grants, generally called Emergency Assistance. The program makes payments for client grants via check directly to the vendor of the client's choice, never directly to the client.

The target population for Emergency Assistance grants is accessed through word of mouth, referrals, press and media stories, public service announcements, advertising, and the distribution of brochures and leaflets. PRC's emergency financial services are widely known by caseworkers and virtually every AIDS service organization in the city. Many agencies that serve low-income populations are well acquainted with PRC's emergency financial services and they encourage their clients to inquire about eligibility. Informational brochures on our services are available in English and Spanish, and services can be provided in most languages with the help of an interpreter service. Brochures are revised annually and sent to all intake sites, which include other AIDS service organizations and medical clinics serving the target populations.

Volunteers perform the bulk of client intake and assessment for Emergency Assistance grants, contributing an average of 20 hours per week, and are assisted as needed by staff that is cross-trained to conduct intake interviews. Everyone affiliated with PRC's emergency financial services is actively engaged in many aspects of HIV/AIDS prevention and care, and all are affected by HIV. Thus, clients are being served by individuals who both understand and empathize, some of whom are in a similar condition.

Eviction Prevention Grants

The PRC AIDS Emergency Fund Program also provides grants for eviction prevention, also known as the Eviction Prevention (EP) grants. The EP grants are for housing-related services (rent, utilities, move-in costs, etc.) in specific circumstances for people with HIV / AIDS whose immediate housing-related financial need exceeds the scope or resources of the standard AEF Program grant, and/or those who face specific dire circumstances related to their housing stability. All grants are paid via check directly to the vendor of the client's choice; never directly to the clients.

The program provides Eviction Prevention grants in any of the following types of situations:

1. The client faces imminent eviction and either the total amount of back-rent exceeds the PRC \$500 standard award or the client has already fully accessed \$500 through Emergency Assistance grants during the current fiscal year
2. The client is being offered imminent access to permanent affordable or subsidized housing, but either the total move-in costs exceed the PRC \$500 Emergency Assistance grant or the client has already fully accessed \$500 from PRC's Emergency Assistance grant during the current fiscal year
3. The client faces imminent eviction or is being offered permanent affordable or subsidized housing but is ineligible for a PRC \$500 Emergency Assistance grant because the client's income exceeds the PRC standard criteria but the client's rent exceeds 50% of his/her income
4. The client faces imminent eviction or is being offered permanent affordable or subsidized housing and DOES meet all criteria of PRC's Emergency Assistance grant program, but PRC funding from other sources has been exhausted.

PRC accesses the clients for Eviction Prevention grants through direct referrals or advocacy from case managers of the following agencies and programs:

- AIDS Housing Alliance
- AIDS Legal Referral Panel
- Catholic Charities
- SF AIDS Foundation
- Tenderloin Neighborhood Development Corporation
- Tenderloin Housing Clinic
- CCHAMP Center of Excellence
- Women's Center of Excellence
- Black Health Center of Excellence
- Mission Center of Excellence
- Native American Health Center of Excellence
- Tenderloin Area Center of Excellence
- HIV Integrated Services Center of Excellence

In addition, the program accesses clients internally through the PRC Employment Services and Benefits Counseling Programs. All of these agencies and programs serve low-income populations and are well acquainted with PRC intake guidelines.

Award of Eviction Prevention grants under this contract requires the direct involvement of the Client Services Director in the processing of the application.

In order to qualify for a special Eviction Prevention grant under this contract, the following additional criteria apply:

1. A case manager employed at one of the housing or advocacy agencies listed above must provide at least one letter of support, advocacy, or referral, or one request for specific assistance for the client. The letter becomes part of the completed client file.
2. If a client is seeking funds to avoid imminent eviction, the following criteria must be met in addition to PRC's standard criteria:
 - a. The eviction must be for financial reasons, i.e. nonpayment of rent or mortgage, ONLY
 - b. The grant (when combined with other resources) must be enough to avoid the eviction
 - c. The client must have a plan and resources for future rent (verified by caseworker).
3. If a client is seeking funds to access permanent affordable or subsidized housing, the following criteria must be met in addition to PRC's standard criteria:
 - a. Client must present written proof of the permanent housing opportunity
 - b. The grant (when combined with other resources) must be enough to cover all move-in costs
 - c. The client must have a plan and resources for future rent (verified by caseworker)

Program Procedure

Clients who need language assistance are accommodated in several ways. Currently, both FTE staff members are available to assist bilingual and monolingual Spanish-speaking clients. PRC has ready access to several agencies with personnel able to act as interpreters over the telephone in Chinese, Japanese, Korean, Khmer, Vietnamese, Spanish and Tagalog. Among these are: API Wellness Center, Mission Neighborhood Health Center, Haight-Ashbury Free Medical Clinic, South of Market Health Center, Instituto Familiar de la Raza and San Francisco AIDS Foundation. Signage in multiple languages in the waiting area explains the PRC language access and non-discrimination policy. Volunteers are trained in how to handle deaf relay calls and how to read all materials to blind clients. The AIDS Emergency Fund Program offices are handicapped accessible and meet ADA guidelines for wheelchair access. Clients with severe mobility problems can access their emergency grant at an intake site where they access other services, or may even apply over the phone and mail appropriate documentation to the program offices. Currently, over 30% of the program's emergency financial services intakes are conducted by fax or via intake sites at collaborating agencies.

The Client Services Director supervises all standard grant intake activities. The intake and assessment process includes:

- 1) collecting and verifying demographic information
- 2) verifying the client's HIV status
- 3) ensuring that clients are aware of their rights and the grievance procedure and have provided consent to participate.

Informational bulletin boards and pamphlets are available in the waiting area to help clients learn about and effectively utilize other services that may reduce or eliminate the need for further emergency financial assistance. Clients also receive information about discounts available to low-income households through Pacific Bell, PG&E, food stamps, etc. Referrals are often made to others, such as the PRC Employment Services and Benefits Counseling Programs, the UOP Dental Care Clinic, AIDS Legal Referral Panel, Catholic Charities, the San Francisco AIDS Foundation, and SF General Hospital. Any client who is unhappy with any aspect of their intake may ask to speak with a supervisor, and such meetings are conducted in confidence.

Client must provide the following as part of the standard grant intake process:

1. A photo ID or two other forms of acceptable ID (i.e. DMV payment receipt, social security card, birth certificate, bankcard), indicating that the client is a resident of San Francisco.
2. A valid letter from a qualified health provider documenting a current diagnosis of HIV.
3. A copy of the bill(s) to be paid or a formal lease agreement.

4. Proof of income and willingness to sign a financial disclosure form indicating source(s) and amount(s) of income.
5. Agreement that any funds to be paid will be sent directly to the service provider(s), (i.e., landlords, utility companies, medical providers, etc.) and an understanding that clients themselves may not be given checks to be transmitted to others.

Intake forms faxed from collaborating agencies require this same level of documentation. Clients may also access the program's emergency financial services through a legal power-of-attorney arrangement. In these cases, the client's representative must provide a copy of the Durable Power of Attorney document and their personal ID, in addition to all necessary client information, at the time of intake. The client's file must contain copies of this documentation.

From these various documents, intake volunteers determine if the client is eligible to receive a standard Emergency Assistance grant. The current eligibility income level is based on the HIV Health Services Planning Council's definition of "severe need" and is at 200% of the Current FY Federal Poverty Level for the Emergency Assistance grant and 400% of the Current FY Federal Poverty Level for the Eviction Prevention grant. This income eligibility is set by the Board of Directors and is subject to review by the Board at least annually. Current eligibility criteria are: San Francisco residency, medical diagnosis of HIV, and a demonstrated need of assistance (i.e. bills to be paid). Income eligibility criterion differs depending on types of grant and is updated each year to correspond with the most recent Federal Poverty Levels. If the client meets these criteria and has not accessed Emergency Assistance from PRC for the past 365 days, he or she is eligible for assistance.

Eligibility criteria are reviewed and changed by the board of directors as needed to accommodate the agency's fiscal circumstances. Once the standard criteria and the additional criteria are documented, the Client Services Director then creates the paper and electronic file on the client. Once the Client Services Director has approved the special grant request, a check request is filed.

The Client Services Director prints checks every Tuesday and Thursday morning. Once the checks have been printed, the Controller reviews the client files and the checks. Checks are then signed by the designated check signers. The Client Services Director then mails the check, usually on the same afternoon. In dire emergencies, the program can produce "letters of intent to pay" to stave off eviction or utility shut-off until the check can be cut.

The program's emergency financial services are provided primarily at its offices at 12 Grace Street, Suite 300, in San Francisco. Client appointments are not necessary. Staff and volunteers are available to assist clients in person from 10 a.m. to 12:30 p.m. and 1:30 p.m. to 4 p.m. Monday through Friday, except on bank and legal holidays when Client Services is closed. Staff and volunteers are available to assist clients by phone or fax from 9 a.m. to 5 p.m. these same business days. In addition, clients can access emergency assistance by completing the intake process at any of 48 collaborating agencies and programs across San Francisco (several collaborating agencies are listed below).

The PRC AIDS Emergency Fund Program has entered into agreements through formal memoranda of understanding with the following agencies and programs to conduct client intakes for us at their point of service:

API Wellness Center	Lyon-Martin Health Services
Bayview Hunters Point Foundation	Maitri AIDS Hospice
Castro Mission Health Center	Mission Neighborhood Health Center
Catholic Charities-Leland, Derek Silva, Peter Claver	Native American Health Center
City Clinic	Rafiki Coalition
Health at Home	SF AIDS Foundation
HealthRIGHT360	South of Market Health Center
HIV Integrated Services	St. Mary's Medical Center
Hope Project/Legal Services for Children	UCSF Positive Health Program
Instituto Familiar de la Raza	VA Medical Center
Laguna Honda Hospital	Westside Community Services
Lutheran Social Services	

Staff of these agencies receive training to conduct complete client intakes at their sites for the convenience of clients who do not wish to travel to the PRC office. The Client Services Director has developed effective working relationships with staff at these agencies, and updates them as often as necessary about the PRC programs and procedures.

PRC also maintains appropriate referral relationships with key points of access outside of the HIV care system to ensure referral into care of newly diagnosed and PLWH not in care. Key points of access include emergency rooms, substance abuse treatment programs (non-HIV), adult probation, HIV counseling and testing, mental health programs (non-HIV), and homeless shelters.

PRC depends heavily on volunteers to fulfill its mission. The Client Services Director spends 100% of his time supervising client intake volunteers and running the Client Services Department. He is the primary point of contact for clients and is in charge of program development and service delivery. One-hundred percent of the Client Services Manager's time is spent processing client applications, directing volunteers, and managing demographic data collection and client satisfaction surveys. Indirect costs of this program include administrative, clerical and supervisory support provided by other members of PRC's staff working in tandem across the agency to assure adequate oversight, compliance and a positive client experience.

At PRC all intake staff is fully trained in the ARIES Database and HIPAA guidelines. Once the client has presented all necessary documentation, the Client Services Director or Client Services Manager logs on to the ARIES Database to confirm and update any data. Intake volunteers use the agency's electronic client database to update or enter client address, income, demographic and diagnosis data. Volunteers also electronically confirm that clients received HIPAA documents and housing and satisfaction surveys. The electronic database then opens a client grant file of up to \$1,000, against which any immediate bills are paid. Once the agency database requirements are fulfilled, the Client Services Director or Client Services Manager returns to the ARIES Database and posts the UOS. On a daily basis, the Client Services Director reviews each file for completeness and accuracy. Unless there are omissions or information that must be corrected, the Client Services Director provides written approval, and submits the file for check printing. The Client Services Director then reviews the database for each file. On a monthly basis, the Client Services Director matches the PRC client database records against the ARIES Database data prior to invoicing the DPH.

ARIES Database

PRC collects and submits all required data through the AIDS Regional Information & Evaluation System (ARIES). ARIES is a client management system designed for Ryan White CARE Act providers. ARIES enhances care provided to clients with HIV by helping agencies automate, plan, manage, and report on client data and services. ARIES is applicable for all Ryan White-eligible clients receiving services paid by any HHS source of funding. ARIES protects client records by ensuring only authorized agencies have access. ARIES data are safely encrypted and are kept confidential. Client information relating to mental health, substance abuse, and legal issues are only available to a limited group of an agency's personnel. Authorized, ARIES-trained personnel are given certificate-dependent and password-protected access to only the information for which that person's level of permission allows. PRC participates in the planning and implementation of its programs into ARIES. PRC complies with HHS policies and procedures for collecting and maintaining timely, complete, and accurate unduplicated client and service information in ARIES. Registration data is entered into ARIES within 48 hours or two working days after the data are collected. Service data, including units of service, for the preceding month is entered by the 15th working day of each month. Service data deliverables must match the information submitted on the "Monthly Statements of Deliverables and Invoice" form. Failure to adhere to HHS standards for quality and timeliness of data entry will risk delay of payment until all data is entered and up to date.

7. Objectives and Measurements:

All objectives and descriptions of how objectives will be measured are contained in the HHS document entitled 18-19 HIV Health Services Performance Objectives.

8. Continuous Quality Improvement:

The Program abides by the standards of care for the services specified in this appendix as described in the document entitled: "Making the Connection: Standards of Care for Client-Centered Services." Continuous quality improvement is achieved through a variety of activities and processes:

- Four staff or board members are involved in the file review and check signing procedures. It is not unusual for questions of clarification to be raised regarding the documentation during this review.
- Biweekly staff meetings provide regular opportunities for problem solving and exchange of information and counsel on all aspects of the agency's work.
- Annual audits are performed by an independent CPA firm, as well as by the San Francisco Department of Public Health. Foundations and other private sector donors also require grant reports, and from time-to-time will do site visits to ascertain the achievements and/or problems associated with specific grants.
- The Chief of Programs conducts annual performance evaluations for each staff member and other contract employees.
- The Board customarily conducts two daylong "retreats" each year and agency performance is always reviewed and discussed at such retreats.
- Training seminars and workshops are posted and circulated often, and both staff and volunteers are encouraged to take advantage of such opportunities.

Intake volunteers and staff members provide each client with a Satisfaction Survey and all clients are encouraged to fill out the surveys. To verify that Satisfaction Surveys are being given to all clients, the program's database contains a field which requires that a date be entered into it when the Satisfaction Survey is provided to clients after intake. A field in the database also tracks the source of faxed paperwork from other intake sites. The monthly automated "Satisfaction Survey Verification Report" can be sorted by intake source so that the Client Services Director can measure success or failure of each intake site to provide Satisfaction reports to clients. Each month the Client Services Director prints the automated report to assure compliance with this process objective and identify volunteers or intake sites that are not providing the survey. Monthly spot checks are conducted to maintain compliance among collaborating intake sites.

The Client Services Director tabulates survey results monthly and forwards them the Chief of Programs and the Board. Results of these surveys are closely monitored by the Programs and Services committee of the Board and serve as a basis for monthly discussion of program enhancements and improvements. Surveys and feedback by vendors who receive payments from the program have not been done in the past for reasons of client confidentiality.

9. Required Language:

- | | |
|-----------------------------------|--|
| a. Third Party Reimbursement: | See Target Population, Page 1 |
| b. Low Income: | See Target Population, Page 1 |
| c. Client Eligibility: | See Target Population, Page 1 |
| d. Client Retention: | Not Applicable to PRC |
| e. Vouchers: | Not Applicable to PRC |
| f. ARIES Database: | See ARIES Database, Page 6 |
| g. Standards of Care: | See Continuous Quality Improvement, Page 7 |
| h. <u>Termination of Services</u> | |

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

**Appendix B
Calculation of Charges**

1. Method of Payment

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

2. Program Budgets and Final Invoice

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

Budget Summary

Appendix B-1, B-1a, B-1b, B-1c **AIDS Emergency Fund Program**

B. Contractor understands that, of the maximum dollar obligation listed in section 3.3.1 of this Agreement, **\$471,889** is included as a contingency amount and is neither to be used in Program Budgets attached to this Appendix, or available to Contractor without a modification to this Agreement executed in the same manner as this Agreement or a revision to the Program Budgets of Appendix B, which has been approved by Contract Administrator. Contractor further understands that no payment of any portion of this contingency amount will be made unless and until such modification or budget revision has been fully approved and executed in accordance with applicable City and Department of Public Health laws, regulations and policies/procedures and certification as to the availability of funds by Controller. Contractor agrees to fully comply with these laws, regulations, and policies/procedures.

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

	<u>Term</u>	<u>Funding Source</u>	<u>Amount</u>
Original Agreement	03/01/18 – 02/28/19	Ryan White Part A	\$983,102
Original Agreement	03/01/19 – 02/29/20	Ryan White Part A	\$983,102
Original Agreement	03/01/20 – 02/28/21	Ryan White Part A	\$983,102
Original Agreement	03/01/21 – 02/28/22	Ryan White Part A	\$983,102
		Total Award	\$3,932,408
		Contingency	<u>\$471,889</u>
		(This equals the total NTE)Total	\$4,404,297

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

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

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

DPH 1: Department of Public Health Contract Budget Summary by Program					
CID# 1000009024		Appendix # B		Page #	3
DPH Section HIV Health Services					
Check one: <input checked="" type="checkbox"/> Original <input type="checkbox"/> Contract Amendment <input type="checkbox"/> ICR Contract Term: 03/01/18 - 02/28/22 Fiscal Year(s) 2018-22					
Agency/Organization Name PRC				FN Date	2/8/18
Contractor Name: PRC				FN#:	1
Program/Provider Name		PRC - AIDS Emergency Fund Program			
Appendix Number	A-1/B-1	A-1/B-1a	A-1/B-1b	A-1/B-1c	TOTALS
Appendix Term	03/01/18 - 02/28/19	03/01/19 - 02/29/20	03/01/20 - 02/28/21	03/01/21 - 02/28/22	
EXPENSES					
Salaries	\$ 127,000	\$ 127,000	\$ 127,000	\$ 127,000	\$ 508,000
Employee Benefits	\$ 32,563	\$ 32,563	\$ 32,563	\$ 32,563	\$ 130,252
Total Personnel Expenses	\$ 159,563	\$ 159,563	\$ 159,563	\$ 159,563	\$ 638,252
Operating Expense	\$ 742,365	\$ 742,365	\$ 742,365	\$ 742,365	\$ 2,969,460
Capital Expense (\$5,000 and over)	\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal Direct Costs	\$ 901,928	\$ 901,928	\$ 901,928	\$ 901,928	\$ 3,607,712
Indirect Cost Amount	\$ 81,174	\$ 81,174	\$ 81,174	\$ 81,174	\$ 324,696
Indirect Cost Rate (%)	9.0%	9.0%	9.0%	9.0%	
Total Expenses	\$ 983,102	\$ 983,102	\$ 983,102	\$ 983,102	\$ 3,932,408
REVENUES & FUNDING SOURCES					
DPH Funding Sources (select from drop-down list)					
HHS FED CARE Part A - PD13, CFDA #93.914	\$ 983,102	\$ 983,102	\$ 983,102	\$ 983,102	\$ 3,932,408
					\$ -
					\$ -
Total DPH Revenues	\$ 983,102	\$ 983,102	\$ 983,102	\$ 983,102	\$ 3,932,408
Non-DPH Funding Sources (select from drop-down list)					
					\$ -
Total Non-DPH Revenues	\$ -	\$ -	\$ -	\$ -	\$ -
Total Revenues (DPH and Non-DPH)	\$ 983,102	\$ 983,102	\$ 983,102	\$ 983,102	\$ 3,932,408
Payment Method: Cost Reimbursement (CR)	CR	CR	CR	CR	CR
Prepared By Victor de la Rocha				Phone # 415.972.0823	

UOS COST ALLOCATION BY SERVICE MODE

		SERVICE MODES				
Personnel Expenses		Emergency Financial Assistance Grants				Contract Totals
Position Titles	FTE	Salaries	% FTE			
Client Services Director	1.00	72,000	100%			72,000
Client Services Manager	1.00	55,000	100%			55,000
						-
Total FTE & Total Salaries	2.00	127,000	100%			127,000
Fringe Benefits	25.64%	32,563	100%			32,563
Total Personnel Expenses		159,563	100%			159,563
Operating Expenses						
		Expenditure	%			Total
Total Occupancy		29,319	100%			29,319
Total Materials and Supplies		545	100%			545
Total General Operating		2,576	100%			2,576
Total Staff Travel						-
Consultants/Subcontractor:						-
Other (specify): Client Grants		709,925	100%			709,925
						-
Total Operating Expenses		742,365	100%			742,365
Total Direct Expenses						
		901,928	100%			901,928
Indirect Expenses	9%	81,174	100%			81,174
TOTAL EXPENSES		983,102	100%			983,102
UOS per Service Mode						
		7,099				7,099
Cost Per UOS by Service Mode						
		\$138.49				
UDC per Service Mode						
		1,300				1,300

Other:

Expense Item	Brief Description	Rate	Cost
Grants to Clients	to be paid to third-party vendors of housing, utility, medical, or other emergency necessities.	~7,099 grants @ ~\$100. each	709,925

Total Other: 709,925

TOTAL OPERATING EXPENSES:	742,365
TOTAL DIRECT COSTS:	901,928

INDIRECT COSTS	Sals & Bens of CEO, CFO, CIO, CPO, COO, Ops & HR Mgr @ 3.9% (2.0 Contract FTE / 51.0 Agency FTE).	81,174
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Indirect Rate: 9%

TOTAL INDIRECT COSTS:	81,174
TOTAL EXPENSES:	983,102

UOS COST ALLOCATION BY SERVICE MODE

		SERVICE MODES				
Personnel Expenses		Emergency Financial Assistance Grants				Contract Totals
Position Titles	FTE	Salaries	% FTE			
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Operating Expenses		Expenditure	%			Total
Total Occupancy		29,319	100%			29,319
Total Materials and Supplies		545	100%			545
Total General Operating		2,576	100%			2,576
Total Staff Travel						-
Consultants/Subcontractor:						-
Other (specify): Client Grants		709,925	100%			709,925
						-
Total Operating Expenses		742,365	100%			742,365
Total Direct Expenses		901,928	100%			901,928
Indirect Expenses		81,174	100%			81,174
9%						
TOTAL EXPENSES		983,102	100%			983,102
UOS per Service Mode		7,099				7,099
Cost Per UOS by Service Mode		\$138.49				
UDC per Service Mode		1,300				1,300

Other:

Expense Item	Brief Description	Rate	Cost
Grants to Clients	to be paid to third-party vendors of housing, utility, medical, or other emergency necessities.	~7,099 grants @ ~\$100. each	709,925

Total Other: 709,925

TOTAL OPERATING EXPENSES:	742,365
TOTAL DIRECT COSTS:	901,928

INDIRECT COSTS Sals & Bens of CEO, CFO, CIO, CPO, COO, Ops & HR Mgr @ 3.9% (2.0 Contract FTE / 51.0 Agency FTE). 81,174

Indirect Rate: 9%

TOTAL INDIRECT COSTS:	81,174
TOTAL EXPENSES:	983,102

UOS COST ALLOCATION BY SERVICE MODE

		SERVICE MODES				
Personnel Expenses		Emergency Financial Assistance Grants				Contract Totals
Position Titles	FTE	Salaries	% FTE			
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						-
Total FTE & Total Salaries	2.00	127,000	100%			127,000
Fringe Benefits	25.64%	32,563	100%			32,563
Total Personnel Expenses		159,563	100%			159,563
Operating Expenses						
		Expenditure	%			Total
Total Occupancy		29,319	100%			29,319
Total Materials and Supplies		545	100%			545
Total General Operating		2,576	100%			2,576
Total Staff Travel						-
Consultants/Subcontractor:						-
Other (specify): Client Grants		709,925	100%			709,925
						-
Total Operating Expenses		742,365	100%			742,365
Total Direct Expenses						
		901,928	100%			901,928
Indirect Expenses	9%	81,174	100%			81,174
TOTAL EXPENSES		983,102	100%			983,102
UOS per Service Mode						
		7,099				7,099
Cost Per UOS by Service Mode						
		\$138.49				
UDC per Service Mode						
		1,300				1,300

BUDGET JUSTIFICATION

Contractor Name PRC
 Program Name: PRC - AIDS Emergency Fund Program

Appendix #: B-1b, Pg 2
 Fiscal Year: 2020-21

1a) SALARIES

Staff Position 1	Client Services Director			
Brief Duties	Responsible for overall management of Client Services.			
Min Quals	BA degree and experience accessing HIV related community resources.			
	<i>Annual Salary</i>	<i>x FTE</i>	<i>x mos per yr</i>	<i>Annualized if < 12 mos</i>
	\$72,000.00	1.00	12	1
				Total
				\$ 72,000

Staff Position 2:	Client Services Manager			
Brief Duties	Assists the Director of Client Services in processing client applications and directing volunteers. Manages demographic data collection and satisfaction surveys.			
Min Quals	BA degree and experience working with HIV positive clients.			
	<i>Annual Salary</i>	<i>x FTE</i>	<i>x mos per yr</i>	<i>Annualized if < 12 mos</i>
	\$55,000.00	1.00	12	1
				Total
				\$ 55,000
Total FTE:		2.00		Total Salaries: \$ 127,000

1b) EMPLOYEE FRINGE BENEFITS:

	Component	Cost
	Social Security	\$ 9,716
	Retirement	\$ 3,108
	Medical	\$ 19,015
	Other (specify): Worker's Compensation	\$ 724
	Total Fringe Benefit:	32,563
	Fringe Benefit %:	25.64%
TOTAL SALARIES & EMPLOYEE FRINGE BENEFITS:		159,563

2) OPERATING EXPENSES:

Occupancy:

Expense Item	Brief Description	Rate	Cost
Rent	Office on Grace Street.	\$1,196.43/mo x 2 FTE charge to contract x 12	28,714
Utilities	Phone and Internet.	\$25.19/mo x 2 FTE charge to contract x 12	605
	Total Occupancy:		29,319

Materials & Supplies:

Expense Item	Brief Description	Rate	Cost
Postage/OfficeSupp	Postage/supplies for program.	\$16.99/mo x 2 FTE charge to contract x 12	408
Printing	Printing and reproduction for program.	\$5.72/mo x 2 FTE charge to contract x 12	137
	Total Materials & Supplies:		545

General Operating:

Expense Item	Brief Description	Rate	Cost
Insurance	Gen. & Profess. liability, & property.	\$60.54/mo x 2 FTE charge to contract x 12	1,453
Equipment Rental	Copiers, phones, postage meter.	\$46.79/mo x 2 FTE charge to contract x 12	1,123
	Total General Operating:		2,576

Other:

Expense Item	Brief Description	Rate	Cost
Grants to Clients	to be paid to third-party vendors of housing, utility, medical, or other emergency necessities.	~7,099 grants @ ~\$100. each	709,925

Total Other: 709,925

TOTAL OPERATING EXPENSES:	742,365
TOTAL DIRECT COSTS:	901,928

INDIRECT COSTS	Sals & Bens of CEO, CFO, CIO, CPO, COO, Ops & HR Mgr @ 3.9% (2.0 Contract FTE / 51.0 Agency FTE).	81,174
	Indirect Rate:	9%

TOTAL INDIRECT COSTS:	81,174
TOTAL EXPENSES:	983,102

UOS COST ALLOCATION BY SERVICE MODE

		SERVICE MODES				
Personnel Expenses		Emergency Financial Assistance Grants				Contract Totals
Position Titles	FTE	Salaries	% FTE			
Client Services Director	1.00	72,000	100%			72,000
Client Services Manager	1.00	55,000	100%			55,000
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Fringe Benefits	25.64%	32,563	100%			32,563
Total Personnel Expenses		159,563	100%			159,563
Operating Expenses						
		Expenditure	%			Total
Total Occupancy		29,319	100%			29,319
Total Materials and Supplies		545	100%			545
Total General Operating		2,576	100%			2,576
Total Staff Travel						-
Consultants/Subcontractor:						-
Other (specify): Client Grants		709,925	100%			709,925
						-
Total Operating Expenses		742,365	100%			742,365
Total Direct Expenses		901,928	100%			901,928
Indirect Expenses	9%	81,174	100%			81,174
TOTAL EXPENSES		983,102	100%			983,102
UOS per Service Mode						
		7,099				7,099
Cost Per UOS by Service Mode		\$138.49				
UDC per Service Mode		1,300				1,300

BUDGET JUSTIFICATION

Contractor Name PRC
 Program Name: PRC - AIDS Emergency Fund Program

Appendix #: B-1c, Pg 2
 Fiscal Year: 2021-22

1a) SALARIES

Staff Position 1	Client Services Director			
Brief Duties	Responsible for overall management of Client Services.			
Min Quals	BA degree and experience accessing HIV related community resources.			
	<i>Annual Salary</i>	<i>x FTE</i>	<i>x mos per yr</i>	<i>Annualized if < 12 mos</i>
	\$72,000.00	1.00	12	1
				Total
				\$ 72,000

Staff Position 2:	Client Services Manager			
Brief Duties	Assists the Director of Client Services in processing client applications and directing volunteers. Manages demographic data collection and satisfaction surveys.			
Min Quals	BA degree and experience working with HIV positive clients.			
	<i>Annual Salary</i>	<i>x FTE</i>	<i>x mos per yr</i>	<i>Annualized if < 12 mos</i>
	\$55,000.00	1.00	12	1
				Total
				\$ 55,000
	Total FTE:	2.00		Total Salaries: \$ 127,000

1b) EMPLOYEE FRINGE BENEFITS:

	Component	Cost
	Social Security	\$ 9,716
	Retirement	\$ 3,108
	Medical	\$ 19,015
	Other (specify): Worker's Compensation	\$ 724
	Total Fringe Benefit:	32,563
	Fringe Benefit %:	25.64%
TOTAL SALARIES & EMPLOYEE FRINGE BENEFITS:		159,563

2) OPERATING EXPENSES:

Occupancy:

Expense Item	Brief Description	Rate	Cost
Rent	Office on Grace Street.	\$1,196.43/mo x 2 FTE charge to contract x 12	28,714
Utilities	Phone and Internet.	\$25.19/mo x 2 FTE charge to contract x 12	605
	Total Occupancy:		29,319

Materials & Supplies:

Expense Item	Brief Description	Rate	Cost
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	Total Materials & Supplies:		545

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Expense Item	Brief Description	Rate	Cost
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Equipment Rental	Copiers, phones, postage meter.	\$46.79/mo x 2 FTE charge to contract x 12	1,123
	Total General Operating:		2,576

Other:

Expense Item	Brief Description	Rate	Cost
Grants to Clients	to be paid to third-party vendors of housing, utility, medical, or other emergency necessities.	~7,099 grants @ ~\$100. each	709,925

Total Other: 709,925

TOTAL OPERATING EXPENSES:	742,365
TOTAL DIRECT COSTS:	901,928

INDIRECT COSTS	Sals & Bens of CEO, CFO, CIO, CPO, COO, Ops & HR Mgr @ 3.9% (2.0 Contract FTE / 51.0 Agency FTE).	81,174
	Indirect Rate:	9%

TOTAL INDIRECT COSTS:	81,174
TOTAL EXPENSES:	983,102

Appendix C
Insurance Reserved

**Appendix D
Grant Terms
Reserved**



San Francisco Department of Public Health

Business Associate Agreement

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

RECITALS

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

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

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

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

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

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



San Francisco Department of Public Health

Business Associate Agreement

1. Definitions.

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

2. Obligations of Business Associate.

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



San Francisco Department of Public Health

Business Associate Agreement

after the Agreement terminates and shall make all such records available to CE within 15 calendar days of a written request by CE.

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

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

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



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accordance with 45 C.F.R. Section 164.504(e)(1), that the subcontractor will appropriately safeguard the information [45 C.F.R. Section 164.502(e)(1)(ii)].

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

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

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

h. Accounting of Disclosures. Within ten (10) calendar days of a request by CE for an accounting of disclosures of Protected Information or upon any disclosure of Protected Information for which CE is required to account to an individual, BA and its agents and subcontractors shall make available to CE the information required to provide an accounting of disclosures to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.528, and the HITECH Act, including but not limited to 42 U.S.C. Section 17935 (c), as determined by CE. BA agrees to implement a process that allows for an accounting to be collected and maintained by BA and its agents and subcontractors for at



San Francisco Department of Public Health

Business Associate Agreement

least seven (7) years prior to the request. However, accounting of disclosures from an Electronic Health Record for treatment, payment or health care operations purposes are required to be collected and maintained for only three (3) years prior to the request, and only to the extent that BA maintains an Electronic Health Record. At a minimum, the information collected and maintained shall include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed; and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure [45 C.F.R. 164.528(b)(2)]. If an individual or an individual's representative submits a request for an accounting directly to BA or its agents or subcontractors, BA shall forward the request to CE in writing within five (5) calendar days.

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

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

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



San Francisco Department of Public Health

Business Associate Agreement

provides to the Secretary concurrently with providing such Protected Information to the Secretary.

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

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

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

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



San Francisco Department of Public Health

Business Associate Agreement

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

3. Termination.

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

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

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

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

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



San Francisco Department of Public Health

Business Associate Agreement

4. Amendment to Comply with Law.

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

5. Reimbursement for Fines or Penalties.

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

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

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

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

Contractor Name:	Contractor City Vendor ID
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PRIVACY ATTESTATION

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

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

I. All Contractors.

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

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

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

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

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

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

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

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

I. All Contractors.

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

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

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

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

APPENDIX F-1
03/01/18 - 02/28/19
PAGE A

Contractor: Positive Resource Center
Address: 12 Grace Street
San Francisco, CA 94103

Telephone: 415-558-6999
Fax: 415-558-6990



Contract ID #
1000009024

Invoice Number
A-1MAR18

Contract Purchase Order No: _____

Funding Source: RWPA

Grant Code/Detail: HCPD13

Project Code/Detail: _____

Invoice Period: 03/1/18 - 03/31/18

FINAL Invoice (check if Yes)

Program Name: PRC - AIDS Emergency Fund Program

ACE Control #: _____

DELIVERABLES	TOTAL CONTRACTED		DELIVERED THIS PERIOD		DELIVERED TO DATE		% OF TOTAL		REMAINING DELIVERABLES	
	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC
Emergency Financial Assistance Grants	7,099	1,300							7,099	1,300

	UDC	UDC	UDC	UDC	UDC
Unduplicated Clients for Appendix	1300				1300

EXPENDITURES	BUDGET	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
Total Salaries (See Page B)	\$127,000				\$127,000.00
Fringe Benefits	\$32,563				\$32,563.00
Total Personnel Expenses	\$159,563				\$159,563.00
Operating Expenses:					
Occupancy -(e.g., Rental of Property, Utilities, Building Maintenance Supplies and Repairs)	\$29,319				\$29,319.00
Materials and Supplies -(e.g., Office, Postage, Printing and Repro., Program Supplies)	\$545				\$545.00
General Operating -(e.g., Insurance, Staff Training, Equipment Rental/Maintenance)	\$2,576				\$2,576.00
Staff Travel - (e.g., Local & Out of Town)					
Consultant/Subcontractor					
Other - (Meals, Audit, Transportation Reimb, Stipends, Facilitators)	\$709,925				\$709,925.00
Total Operating Expenses	\$742,365				\$742,365.00
Capital Expenditures					
TOTAL DIRECT EXPENSES	\$901,928				\$901,928.00
Indirect Expenses	\$81,174				\$81,174.00
TOTAL EXPENSES	\$983,102				\$983,102.00
LESS: Initial Payment Recovery					
Other Adjustments (Enter as negative, if appropriate)					
REIMBURSEMENT					

NOTES:

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

Signature: _____ Date: _____

Title: _____

Send to:	SFDPH Fiscal / Invoice Processing 1380 Howard Street, 4th Floor, Suite 423 San Francisco, CA 94103 Attn: Contract Payments	By: _____ (DPH Authorized Signatory)	Date: _____
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**DEPARTMENT OF PUBLIC HEALTH CONTRACTOR
MONTHLY DELIVERABLES AND COST REIMBURSEMENT INVOICE**

APPENDIX F-1a
03/01/19 - 02/29/20
PAGE A

Contractor: Positive Resource Center
Address: 12 Grace Street
San Francisco, CA 94103

Telephone: 415-558-6999
Fax: 415-558-6990



Contract ID #
1000009024

Invoice Number
A-1MAR19

Contract Purchase Order No: _____

Funding Source: RWPA

Grant Code/Detail: HCPD13

Project Code/Detail: _____

Invoice Period: 03/1/19 - 03/31/19

FINAL Invoice (check if Yes)

Program Name: PRC - AIDS Emergency Fund Program

ACE Control #: _____

DELIVERABLES	TOTAL CONTRACTED		DELIVERED THIS PERIOD		DELIVERED TO DATE		% OF TOTAL		REMAINING DELIVERABLES	
	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC
Emergency Financial Assistance Grants	7,099	1,300							7,099	1,300

	UDC	UDC	UDC	UDC	UDC
Unduplicated Clients for Appendix	1300				1300

EXPENDITURES	BUDGET	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
Total Salaries (See Page B)	\$127,000				\$127,000.00
Fringe Benefits	\$32,563				\$32,563.00
Total Personnel Expenses	\$159,563				\$159,563.00
Operating Expenses:					
Occupancy -(e.g., Rental of Property, Utilities, Building Maintenance Supplies and Repairs)	\$29,319				\$29,319.00
Materials and Supplies -(e.g., Office, Postage, Printing and Repro., Program Supplies)	\$545				\$545.00
General Operating -(e.g., Insurance, Staff Training, Equipment Rental/Maintenance)	\$2,576				\$2,576.00
Staff Travel - (e.g., Local & Out of Town)					
Consultant/Subcontractor					
Other - (Meals, Audit, Transportation Reimb, Stipends, Facilitators)	\$709,925				\$709,925.00
Total Operating Expenses	\$742,365				\$742,365.00
Capital Expenditures					
TOTAL DIRECT EXPENSES	\$901,928				\$901,928.00
Indirect Expenses	\$81,174				\$81,174.00
TOTAL EXPENSES	\$983,102				\$983,102.00
LESS: Initial Payment Recovery					
Other Adjustments (Enter as negative, if appropriate)					
REIMBURSEMENT					

NOTES:

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

Signature: _____ Date: _____

Title: _____

Send to:	SFDPH Fiscal / Invoice Processing 1380 Howard Street, 4th Floor, Suite 423 San Francisco, CA 94103	By: _____ (DPH Authorized Signatory)	Date: _____
Attn: Contract Payments			

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

APPENDIX F-1b
03/01/20 - 02/28/21
PAGE A

Contractor: Positive Resource Center
Address: 12 Grace Street
San Francisco, CA 94103

Contract ID #
1000009024

Invoice Number
A-1MAR20

Telephone: 415-558-6999
Fax: 415-558-6990



Contract Purchase Order No: _____

Funding Source: RWPA

Grant Code/Detail: HCPD13

Project Code/Detail: _____

Program Name: PRC - AIDS Emergency Fund Program

Invoice Period: 03/1/20 - 03/31/20

ACE Control #: _____

FINAL Invoice (check if Yes)

DELIVERABLES	TOTAL CONTRACTED		DELIVERED THIS PERIOD		DELIVERED TO DATE		% OF TOTAL		REMAINING DELIVERABLES	
	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC
Emergency Financial Assistance Grants	7,099	1,300							7,099	1,300

	UDC	UDC	UDC	UDC	UDC
Unduplicated Clients for Appendix	1300				1300

EXPENDITURES	BUDGET	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
Total Salaries (See Page B)	\$127,000				\$127,000.00
Fringe Benefits	\$32,563				\$32,563.00
Total Personnel Expenses	\$159,563				\$159,563.00
Operating Expenses:					
Occupancy-(e.g., Rental of Property, Utilities, Building Maintenance Supplies and Repairs)	\$29,319				\$29,319.00
Materials and Supplies-(e.g., Office, Postage, Printing and Repro., Program Supplies)	\$545				\$545.00
General Operating-(e.g., Insurance, Staff Training, Equipment Rental/Maintenance)	\$2,576				\$2,576.00
Staff Travel - (e.g., Local & Out of Town)					
Consultant/Subcontractor					
Other - (Meals, Audit, Transportation Reimb, Stipends, Facilitators)	\$709,925				\$709,925.00
Total Operating Expenses	\$742,365				\$742,365.00
Capital Expenditures					
TOTAL DIRECT EXPENSES	\$901,928				\$901,928.00
Indirect Expenses	\$81,174				\$81,174.00
TOTAL EXPENSES	\$983,102				\$983,102.00
LESS: Initial Payment Recovery					
Other Adjustments (Enter as negative, if appropriate)					
REIMBURSEMENT					

NOTES:

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

Signature: _____ Date: _____

Title: _____

Send to:	SFDPH Fiscal / Invoice Processing 1380 Howard Street, 4th Floor, Suite 423 San Francisco, CA 94103	By: _____ (DPH Authorized Signatory)	Date: _____
Attn:	Contract Payments		

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

APPENDIX F-1c
03/01/21 - 02/28/22
PAGE A

Contractor: Positive Resource Center
Address: 12 Grace Street
San Francisco, CA 94103

Telephone: 415-558-6999
Fax: 415-558-6990



Contract ID #
1000009024

Invoice Number
A-1MAR21

Contract Purchase Order No: _____

Funding Source: RWPA

Grant Code/Detail: HCPD13

Project Code/Detail: _____

Invoice Period: 03/1/21 - 03/31/21

FINAL Invoice (check if Yes)

Program Name: PRC - AIDS Emergency Fund Program

ACE Control #: _____

DELIVERABLES	TOTAL CONTRACTED		DELIVERED THIS PERIOD		DELIVERED TO DATE		% OF TOTAL		REMAINING DELIVERABLES	
	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC
Emergency Financial Assistance Grants	7,099	1,300							7,099	1,300

	UDC	UDC	UDC	UDC	UDC
Unduplicated Clients for Appendix	1300				1,300

EXPENDITURES	BUDGET	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
Total Salaries (See Page B)	\$127,000				\$127,000.00
Fringe Benefits	\$32,563				\$32,563.00
Total Personnel Expenses	\$159,563				\$159,563.00
Operating Expenses:					
Occupancy -(e.g., Rental of Property, Utilities, Building Maintenance Supplies and Repairs)	\$29,319				\$29,319.00
Materials and Supplies -(e.g., Office, Postage, Printing and Repro., Program Supplies)	\$545				\$545.00
General Operating -(e.g., Insurance, Staff Training, Equipment Rental/Maintenance)	\$2,576				\$2,576.00
Staff Travel - (e.g., Local & Out of Town)					
Consultant/Subcontractor					
Other - (Meals, Audit, Transportation Reimb, Stipends, Facilitators)	\$709,925				\$709,925.00
Total Operating Expenses	\$742,365				\$742,365.00
Capital Expenditures					
TOTAL DIRECT EXPENSES	\$901,928				\$901,928.00
Indirect Expenses	\$81,174				\$81,174.00
TOTAL EXPENSES	\$983,102				\$983,102.00
LESS: Initial Payment Recovery					
Other Adjustments (Enter as negative, if appropriate)					
REIMBURSEMENT					

NOTES:

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

Signature: _____ **Date:** _____

Title: _____

Send to:	SFDPH Fiscal / Invoice Processing 1380 Howard Street, 4th Floor, Suite 423 San Francisco, CA 94103 Attn: Contract Payments	By: _____ (DPH Authorized Signatory)	Date: _____
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Appendix G

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

Introduction

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

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

Dispute Resolution Procedure

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

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

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

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

Appendix G

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

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/05/2018

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

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

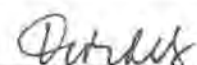
PRODUCER RCU Insurance Services 3033 Cleveland Ave Suite 400 Santa Rosa CA 95403		CONTACT NAME: Viktoria Cordes PHONE (A/C No. Ext): (707)576-5082 FAX (A/C No.): (707)522-6851 E-MAIL ADDRESS: vcordes@redwoodcu.org	
INSURED Positive Resource Center 785 Market Street 10th Floor San Francisco CA 94103		INSURER(S) AFFORDING COVERAGE INSURER A: Nonprofit Insurance Alliance of California INSURER B: Republic Indemnity Co. of America INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** CL182501230 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		Y	201816972NPO	02/03/2018	02/03/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 SSPL \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			201816972NPO	02/03/2018	02/03/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			201816972UMBPO	02/03/2018	02/03/2019	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N Y N/A	25105102	08/01/2017	08/01/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Business Property Directors & Officers			Various	02/03/2018	02/03/2019	Policy Number: CWB001274700 201816972DO LIMIT: 600,000 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The City and County of San Francisco, its officers, agents and employees are named as Additional Insured per attached Endorsements #NAIC-E610217 and CA99341013.

CERTIFICATE HOLDER City and County of San Francisco Contract Management Unit SF Department of Public Health 101 Grove Street Room 402 San Francisco CA 94102	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED
PRIMARY AND NON-CONTRIBUTORY
ENDORSEMENT FOR PUBLIC ENTITIES**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy, in consideration of food contributions or client referrals you receive from them.

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

A. Section II – Who Is An Insured is amended to include any public entity as an additional insured for whom you are performing operations, who may be named in the schedule above, when you have agreed in a written contract or written agreement that such public entity be added as an additional insured(s) on your policy, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your negligent acts or omissions; or
2. The negligent acts or omissions of those acting on your behalf; in the performance of your ongoing operations:

No such public entity is an additional insured for liability arising out of the "products-completed operations hazard" or for liability arising out of the sole negligence of that public entity.

B. With respect to the insurance afforded to these additional insured(s), the following additional exclusions apply.

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

C. The following is added to **SECTION III — LIMITS OF INSURANCE:**

The limits of insurance applicable to the additional insured(s) are those specified in the written contract between you and the additional insured(s), or the limits available under this policy, whichever are less. These limits are part of and not in addition to the limits of insurance under this policy.



A Head for Insurance. A Heart for Nonprofits.

D. A. With respect to the insurance provided to the additional insured(s), **Condition 4. Other Insurance of SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS** is replaced by the following:

4. Other Insurance

a. Primary Insurance

This insurance is primary if you have agreed in a written contract or written agreement:

- (1) That this insurance be primary. If other insurance is also primary, we will share with all that other insurance as described in c. below; or
- (2) The coverage afforded by this insurance is primary and non-contributory with the additional insured(s)' own insurance.

Paragraphs (1) and (2) do not apply to other insurance to which the additional insured(s) has been added as an additional insured or to other insurance described in paragraph b. below.

b. Excess Insurance

This insurance is excess over:

1. Any of the other insurance, whether primary, excess, contingent or on any other basis:
 - (a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
 - (b) That is fire, lightning, or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;
 - (c) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises temporarily occupied by you with permission of the owner; or
 - (d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of **SECTION I — COVERAGE A — BODILY INJURY AND PROPERTY DAMAGE**.
 - (e) Any other insurance available to an additional insured(s) under this Endorsement covering liability for damages which are subject to this endorsement and for which the additional insured(s) has been added as an additional insured by that other insurance.
- (1) When this insurance is excess, we will have no duty under Coverages A or B to defend the additional insured(s) against any "suit" if any other insurer has a duty to defend the additional insured(s) against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the additional insured(s)' rights against all those other insurers.
- (2) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:
 - (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
 - (b) (a) The total of all deductible and self-insured amounts under all that other insurance.
- (3) We will share the remaining loss, if any, with any other insurance that is not described in this **Excess Insurance** provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

b. Methods of Sharing

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SOCIAL SERVICE AGENCIES – VOLUNTEERS AS INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

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

The following is added to the **Who Is An Insured** provision under **Covered Autos Liability Coverage**:

Anyone volunteering services to you is an "insured" while using a covered "auto" you don't own, hire or borrow to transport your clients or other persons in activities necessary to your business. Anyone else, who furnishes that "auto" is also an "insured".

