

**CITY AND COUNTY OF SAN FRANCISCO  
DEPARTMENT OF PUBLIC HEALTH**

**GRANT AGREEMENT**

between

CITY AND COUNTY OF SAN FRANCISCO

and

**SAN FRANCISCO AIDS FOUNDATION**

---

**THIS GRANT AGREEMENT** (“Agreement”) is made as of **JULY 1<sup>ST</sup>, 2021**, in the City and County of San Francisco, State of California, by and between the **SAN FRANCISCO AIDS FOUNDATION** (“Grantee”) and the **CITY AND COUNTY OF SAN FRANCISCO**, a municipal corporation (“City”) acting by and through **DEPARTMENT OF PUBLIC HEALTH** (“Department”),

**RECITALS**

**WHEREAS**, Grantee has applied to the Department’s **RFP 39-2020 HIV RENTAL SUBSIDIES** to fund the matters set forth in a grant plan; and summarized briefly as follows:

The goal of HIV Rental Subsidies is to provide monthly financial assistance in the form of a rental subsidy to clients with disabling HIV or AIDS to help clients secure and maintain stable, safe, and affordable housing; and

**WHEREAS**, City desires to provide such a grant on the terms and conditions set forth herein:

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants contained in this Agreement and for other good and valuable consideration, the receipt and adequacy of which is acknowledged, the parties agree as follows:

**ARTICLE 1  
DEFINITIONS**

**1.1 Specific Terms.** Unless the context otherwise requires, the following capitalized terms (whether singular or plural) shall have the meanings set forth below:

(a) “**ADA**” shall mean the Americans with Disabilities Act (including all rules and regulations thereunder) and all other applicable federal, state and local disability rights legislation, as the same may be amended, modified or supplemented from time to time.

(b) “**Application Documents**” shall mean collectively: (i) the grant application submitted by Grantee, including all exhibits, schedules, appendices and attachments thereto; (ii) all documents,

correspondence and other written materials submitted with respect to the grant application; and (iii) all amendments, modifications or supplements to any of the foregoing approved in writing by City.

- (c) “**Budget**” shall mean the budget attached hereto as part of Appendix B.
- (d) “**Charter**” shall mean the Charter of City.
- (e) “**Contractor**” shall have the meaning as “**Grantee**” if used in this Agreement, as certain City contracting requirements also apply to grants of the City of San Francisco.
- (f) “**Controller**” shall mean the Controller of City.
- (g) “**Eligible Expenses**” shall have the meaning set forth in Appendix A.
- (h) “**Event of Default**” shall have the meaning set forth in Section 11.1.
- (i) “**Fiscal Quarter**” shall mean each period of three (3) calendar months commencing on July 1, October 1, January 1 and April 1, respectively.
- (j) “**Fiscal Year**” shall mean each period of twelve (12) calendar months commencing on July 1 and ending on June 30 during which all or any portion of this Agreement is in effect.
- (k) “**Funding Request**” shall have the meaning set forth in Section 5.3(a).
- (l) “**Grant**” shall mean this Agreement.
- (m) “**Grant Funds**” shall mean any and all funds allocated or disbursed to Grantee under this Agreement.
- (n) “**Grant Plan**” shall have the meaning set forth in Appendix B.
- (o) “**Indemnified Parties**” shall mean: (i) City, including the Department and all commissions, departments, agencies and other subdivisions of City; (ii) City's elected officials, directors, officers, employees, agents, successors and assigns; and (iii) all persons or entities acting on behalf of any of the foregoing.
- (p) “**Losses**” shall mean any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, judgments, fees, expenses and costs of whatsoever kind and nature (including legal fees and expenses and costs of investigation, of prosecuting or defending any Loss described above) whether or not such Loss be founded or unfounded, of whatsoever kind and nature.
- (q) “**Publication**” shall mean any report, article, educational material, handbook, brochure, pamphlet, press release, public service announcement, web page, audio or visual material or other communication for public dissemination, which relates to all or any portion of the Grant Plan or is paid for in whole or in part using Grant Funds.

**1.2 Additional Terms.** The terms “as directed,” “as required” or “as permitted” and similar terms shall refer to the direction, requirement, or permission of the Department. The terms “sufficient,” “necessary” or “proper” and similar terms shall mean sufficient, necessary or proper in the sole judgment of the Department. The terms “approval,” “acceptable” or “satisfactory” or similar terms shall mean approved by, or acceptable to, or satisfactory to the Department. The terms “include,” “included” or “including” and similar terms shall be deemed to be followed by the words “without limitation”. The use

of the term “subcontractor,” “successor” or “assign” herein refers only to a subcontractor (“subgrantee”), successor or assign expressly permitted under Article 13.

**1.3 References to this Agreement.** References to this Agreement include: (a) any and all appendices, exhibits, schedules, attachments hereto; (b) any and all statutes, ordinances, regulations or other documents expressly incorporated by reference herein; and (c) any and all amendments, modifications or supplements hereto made in accordance with Section 17.2. References to articles, sections, subsections or appendices refer to articles, sections or subsections of or appendices to this Agreement, unless otherwise expressly stated. Terms such as “hereunder,” herein or “hereto” refer to this Agreement as a whole.

## **ARTICLE 2 APPROPRIATION AND CERTIFICATION OF GRANT FUNDS; LIMITATIONS ON CITY'S OBLIGATIONS**

**2.1 Risk of Non-Appropriation of Grant Funds.** This Agreement is subject to the budget and fiscal provisions of the Charter. City shall have no obligation to make appropriations for this Agreement in lieu of appropriations for new or other agreements. Grantee acknowledges that City budget decisions are subject to the discretion of its Mayor and Board of Supervisors. Grantee assumes all risk of possible non-appropriation or non-certification of funds, and such assumption is part of the consideration for this Agreement.

**2.2 Certification of Controller.** Charges will accrue only after prior written authorization certified by the Controller, and the amount of City’s obligation shall not at any time exceed the amount certified for the purpose and period stated in such advance authorization.

**2.3 Automatic Termination for Nonappropriation of Funds.** This Agreement shall automatically 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 any Fiscal Year, this Agreement shall terminate, without penalty, liability or expense of any kind to City, at the end of such portion of the Fiscal Year.

**2.4 SUPERSEDURE OF CONFLICTING PROVISIONS.** IN THE EVENT OF ANY CONFLICT BETWEEN ANY OF THE PROVISIONS OF THIS ARTICLE 2 AND ANY OTHER PROVISION OF THIS AGREEMENT, THE APPLICATION DOCUMENTS OR ANY OTHER DOCUMENT OR COMMUNICATION RELATING TO THIS AGREEMENT, THE TERMS OF THIS ARTICLE 2 SHALL GOVERN.

**2.5 Maximum Costs.** Except as may be provided by City ordinances governing emergency conditions, City and its employees and officers are not authorized to request Grantee to perform services or to provide materials, equipment and supplies that would result in Grantee performing services or providing materials, equipment and supplies that are beyond the scope of the services, materials, equipment and supplies specified in this Agreement unless this Agreement is amended in writing and approved as required by law to authorize the additional services, materials, equipment or supplies. City is not required to pay Grantee for services, materials, equipment or supplies provided by Grantee that are beyond the scope of the services, materials, equipment and supplies agreed upon herein and not approved by a written amendment to this Agreement lawfully executed by City. City and its employees and officers are not authorized to offer or promise to Grantee additional funding for this Agreement that exceeds the maximum amount of funding provided for herein. Additional funding for this Agreement in excess of the maximum provided herein shall require lawful approval and certification by the Controller. City is not required to honor any offered or promised additional funding which exceeds the maximum provided in this Agreement which requires lawful approval and certification of the Controller when the lawful approval and certification by the Controller has not been obtained. The Controller is not authorized to

make payments on any agreement for which funds have not been certified as available in the budget or by supplemental appropriation.

### **ARTICLE 3 TERM**

**3.1 Effective Date.** This Agreement shall become effective when the Controller has certified to the availability of funds as set forth in Section 2.2 and the Department has notified Grantee thereof in writing.

**3.2 Duration of Term.** The term of this Agreement shall commence on **JULY 1<sup>ST</sup>, 2021** and expire on **JUNE 30<sup>TH</sup>, 2023**, unless earlier terminated as otherwise provided herein. Grantee shall not begin performance of its obligations under this Agreement until it receives written notice from City to proceed.

**3.3** The City has **8 (eight)** options to renew the Agreement for a period of time span listed below 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: 07/01/2023 – 06/30/2024
- Option 2: 07/01/2024 – 06/30/2025
- Option 3: 07/01/2025 – 06/30/2026
- Option 4: 07/01/2026 – 06/30/2027
- Option 5: 07/01/2027 – 06/30/2028
- Option 6: 07/01/2028 – 06/30/2029
- Option 7: 07/01/2029 – 06/30/2030
- Option 8: 07/01/2030 – 06/30/2031

### **ARTICLE 4 IMPLEMENTATION OF GRANT PLAN**

**4.1 Implementation of Grant Plan; Cooperation with Monitoring.** Grantee shall diligently and in good faith implement the Grant Plan on the terms and conditions set forth in this Agreement and, to the extent that they do not differ from this Agreement, the Application Documents. Grantee shall not materially change the nature or scope of the Grant Plan during the term of this Agreement without the prior written consent of City. Grantee shall promptly comply with all standards, specifications and formats of City, as they may from time to time exist, related to evaluation, planning and monitoring of the Grant Plan and shall cooperate in good faith with City in any evaluation, planning or monitoring activities conducted or authorized by City.

**4.2 Grantee's Personnel.** The Grant Plan shall be implemented only by competent personnel under the direction and supervision of Grantee.

**4.3 Ownership of Results.** Any interest of Grantee or any subgrantee, in drawings, plans, specifications, studies, reports, memoranda, computation sheets, the contents of computer diskettes, or other documents or Publications prepared by Grantee or any subgrantee in connection with this Agreement or the implementation of the Grant Plan or the services to be performed under this Agreement, shall become the property of and be promptly transmitted to City. Notwithstanding the foregoing, Grantee may retain and use copies for reference and as documentation of its experience and capabilities.

**4.4 Works for Hire.** If, in connection with this Agreement or the implementation of the Grant Plan, Grantee or any subgrantee creates artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, source codes or any other original works of authorship or Publications, such creations shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in such creations shall be the property of City. If it is ever determined that any such creations are not works for hire under applicable law, Grantee hereby assigns all copyrights thereto to City, and agrees to provide any material, execute such documents and take such other actions as may be necessary or desirable to effect such assignment. With the prior written approval of City, Grantee may retain and use copies of such creations for reference and as documentation of its experience and capabilities. Grantee shall obtain all releases, assignments or other agreements from subgrantees or other persons or entities implementing the Grant Plan to ensure that City obtains the rights set forth in this Grant.

**4.5 Publications and Work Product.**

(a) Grantee understands and agrees that City has the right to review, approve, disapprove or conditionally approve, in its sole discretion, the work and property funded in whole or part with the Grant Funds, whether those elements are written, oral or in any other medium. Grantee has the burden of demonstrating to City that each element of work or property funded in whole or part with the Grant Funds is directly and integrally related to the Grant Plan as approved by City. City shall have the sole and final discretion to determine whether Grantee has met this burden.

(b) Without limiting the obligations of Grantee set forth in subsection (a) above, Grantee shall submit to City for City's prior written approval any Publication, and Grantee shall not disseminate any such Publication unless and until it receives City's consent. In addition, Grantee shall submit to City for approval, if City so requests, any other program material or form that Grantee uses or proposes to use in furtherance of the Grant Plan, and Grantee shall promptly provide to City one copy of all such materials or forms within two (2) days following City's request. The City's approval of any material hereunder shall not be deemed an endorsement of, or agreement with, the contents of such material, and the City shall have no liability or responsibility for any such contents. The City reserves the right to disapprove any material covered by this section at any time, notwithstanding a prior approval by the City of such material. Grantee shall not charge for the use or distribution of any Publication funded all or in part with the Grant Funds, without first obtaining City's written consent, which City may give or withhold in its sole discretion.

(c) Grantee shall distribute any Publication solely within San Francisco, unless City otherwise gives its prior written consent, which City may give or withhold in its sole discretion. In addition, Grantee shall furnish any services funded in whole or part with the Grant Funds under this Agreement solely within San Francisco, unless City otherwise gives its prior written consent, which City may give or withhold in its sole discretion.

(d) City may disapprove any element of work or property funded in whole or part by the Grant Funds that City determines, in its sole discretion, has any of the following characteristics: is divisive or discriminatory; undermines the purpose of the Grant Plan; discourages otherwise qualified potential employees or volunteers or any clients from participating in activities covered under the Grant Plan; undermines the effective delivery of services to clients of Grantee; hinders the achievement of any other purpose of City in making the Grant under this Agreement; or violates any other provision of this Agreement or applicable law. If City disapproves any element of the Grant Plan as implemented, or requires any change to it, Grantee shall immediately eliminate the disapproved portions and make the required changes. If City disapproves any materials, activities or services provided by third parties, Grantee shall immediately cease using the materials and terminate the activities or services and shall, at

City's request, require that Grantee obtain the return of materials from recipients or deliver such materials to City or destroy them.

(e) City has the right to monitor from time to time the administration by Grantee or any of its subcontractors of any programs or other work, including, without limitation, educational programs or trainings, funded in whole or part by the Grant Funds, to ensure that Grantee is performing such element of the Grant Plan, or causing such element of the Grant Plan to be performed, consistent with the terms and conditions of this Agreement.

(f) Grantee shall acknowledge City's funding under this Agreement in all Publications. Such acknowledgment shall conspicuously state that the activities are sponsored in whole or in part through a grant from the Department. Except as set forth in this subsection, Grantee shall not use the name of the Department or City (as a reference to the municipal corporation as opposed to location) in any Publication without prior written approval of City.

## ARTICLE 5 USE AND DISBURSEMENT OF GRANT FUNDS

**5.1 Maximum Amount of Grant Funds.** In no event shall the amount of Grant Funds disbursed hereunder exceed **NINE MILLION, FOUR HUNDRED SEVEN THOUSAND, SIX HUNDRED THIRTY-THREE Dollars (\$9,407,633)**.

**5.2 Use of Grant Funds.** Grantee shall use the Grant Funds only for Eligible Expenses as set forth in Appendix A and for no other purpose. Grantee shall expend the Grant Funds in accordance with the Budget and shall obtain the prior approval of City before transferring expenditures from one line item to another within the Budget.

**5.3 Disbursement Procedures.** Grant Funds shall be disbursed to Grantee as follows:

(a) Grantee shall submit to the Department for approval, in the manner specified for notices pursuant to Article 15, a document (a "Funding Request") substantially in the form attached as Appendix C. Any unapproved Funding Requests shall be returned by the Department to Grantee with a brief explanation why the Funding Request was rejected. If any such rejection relates only to a portion of Eligible Expenses itemized in a Funding Request, the Department shall have no obligation to disburse any Grant Funds for any other Eligible Expenses itemized in such Funding Request unless and until Grantee submits a Funding Request that is in all respects acceptable to the Department.

(b) The Department shall make all disbursements of Grant Funds pursuant to this Section through electronic payment or by check payable to Grantee sent via U.S. mail in accordance with Article 15, unless the Department otherwise agrees in writing, in its sole discretion. For electronic payment, 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](http://www.sfgov.org/ach). The Department shall make disbursements of Grant Funds no more than once during each **WEEK**. This will be contingent on when invoices are received as at times, multiple invoices may be received at once.

### **5.4 State or Federal Funds**

(a) **Disallowance.** With respect to Grant Funds, if any, which are ultimately provided by the state or federal government, Grantee agrees that if Grantee claims or receives payment from City for an Eligible Expense, payment or reimbursement of which is later disallowed by the state or federal government, Grantee shall promptly refund the disallowed amount to City upon City's request. At its option, City may offset all or any portion of the disallowed amount against any other payment due to

Grantee hereunder or under any other Agreement. Any such offset with respect to a portion of the disallowed amount shall not release Grantee from Grantee's obligation hereunder to refund the remainder of the disallowed amount.

**(b) Grant Terms.** The funding for this Agreement is provided in full or in part by a Federal or State Grant to the City. As part of the terms of receiving the funds, the City is required to incorporate some of the terms into this Agreement and include certain reporting requirements. The incorporated terms and requirements are stated in Appendix G, "State/Federal Funding Terms."

## **ARTICLE 6 REPORTING REQUIREMENTS; AUDITS; PENALTIES FOR FALSE CLAIMS**

**6.1 Regular Reports.** Grantee shall provide, in a prompt and timely manner, financial, operational and other reports, as requested by the Department, in form and substance satisfactory to the Department. Such reports, including any copies, shall be submitted on recycled paper and printed on double-sided pages, to the maximum extent possible.

**6.2 Organizational Documents.** If requested by City, Grantee shall provide to City the names of its current officers and directors and certified copies of its Articles of Incorporation and Bylaws as well as satisfactory evidence of the valid nonprofit status described in Section 8.1.

**6.3 Notification of Defaults or Changes in Circumstances.** Grantee shall notify City immediately of (a) any Event of Default or event that, with the passage of time, would constitute an Event of Default; and (b) any change of circumstances that would cause any of the representations and warranties contained in Article 8 to be false or misleading at any time during the term of this Agreement.

**6.4 Financial Statements.** Pursuant to San Francisco Administrative Code Section 67.32 and Controller requirements, if requested, within sixty (60) days following the end of each Fiscal Year, Grantee shall deliver to City an unaudited balance sheet and the related statement of income and cash flows for such Fiscal Year, all in reasonable detail acceptable to City, certified by an appropriate financial officer of Grantee as accurately presenting the financial position of Grantee. If requested by City, Grantee shall also deliver to City, no later than one hundred twenty (120) days following the end of any Fiscal Year, an audited balance sheet and the related statement of income and cash flows for such Fiscal Year, certified by a reputable accounting firm as accurately presenting the financial position of Grantee.

**6.5 Books and Records.** Grantee shall establish and maintain accurate files and records of all aspects of the Grant Plan and the matters funded in whole or in part with Grant Funds during the term of this Agreement. Without limiting the scope of the foregoing, Grantee shall establish and maintain accurate financial books and accounting records relating to Eligible Expenses incurred and Grant Funds received and expended under this Agreement, together with all invoices, documents, payrolls, time records and other data related to the matters covered by this Agreement, whether funded in whole or in part with Grant Funds. Grantee shall maintain all the files, records, books, invoices, documents, payrolls and other data required to be maintained under this Section in a readily accessible location and condition for a period of not less than five (5) years after final payment under this Agreement or until any final audit has been fully completed, whichever is later.

**6.6 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, unless required for a longer duration due to Federal, State, or local requirements of which the City will notify contractor in writing, 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.

6.6.1 Contractor shall annually have its books of accounts audited by a Certified Public Accountant and a copy of said audit report and the associated management letter(s) shall be transmitted to the Director of Public Health or his /her designee within one hundred eighty (180) calendar days following Contractor's fiscal year end date. If Contractor expends \$750,000 or more in Federal funding per year, from any and all Federal awards, said audit shall be conducted in accordance with 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Said requirements can be found at the following website address: [https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200\\_main\\_02.tpl](https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl).

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

6.6.3 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.

6.6.4 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.

**6.7 Submitting False Claims** Grantee shall at all times deal in good faith with the City, shall only submit a Funding Request to the City upon a good faith and honest determination that the funds sought are for Eligible Expenses under the Grant, and shall only use Grant Funds for payment of Eligible Expenses as set forth in Appendix A. Any Grantee who commits any of the following false acts shall be liable to the City for three times the amount of damages the City sustains because of the Grantee's act. A Grantee will be deemed to have submitted a false claim to the City if the Grantee: (a) knowingly presents or causes to be presented to an officer or employee of the City a false Funding Request; (b) knowingly disburses Grants Funds for expenses that are not Eligible Expenses; (c) knowingly makes, uses, or causes to be made or used a false record or statement to get a false Funding Request paid or approved by the City; (d) conspires to defraud the City by getting a false Funding Request allowed or paid by 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.

**6.8 Grantee's Board of Directors.** Grantee shall at all times be governed by a legally constituted and fiscally responsible board of directors. Such board of directors shall meet regularly and maintain appropriate membership, as established in Grantee's bylaws and other governing documents and shall adhere to applicable provisions of federal, state and local laws governing nonprofit corporations.



Grantee's board of directors shall exercise such oversight responsibility with regard to this Agreement as is necessary to ensure full and prompt performance by Grantee of its obligations under this Agreement.

## **ARTICLE 7 TAXES**

**7.1 Grantee to Pay All Taxes.** Grantee shall pay to the appropriate governmental authority, as and when due, any and all taxes, fees, assessments or other governmental charges, including possessory interest taxes and California sales and use taxes, levied upon or in connection with this Agreement, the Grant Plan, the Grant Funds or any of the activities contemplated by this Agreement.

**7.2 Use of City Real Property.** If at any time this Agreement entitles Grantee to the possession, occupancy or use of City real property for private gain, the following provisions shall apply:

(a) Grantee, on behalf of itself and any subgrantees, successors and assigns, recognizes and understands that this Agreement may create a possessory interest subject to property taxation and Grantee, and any subgrantee, successor or assign, may be subject to the payment of such taxes.

(b) Grantee, on behalf of itself and any subgrantees, successors and assigns, further recognizes and understands that any assignment permitted hereunder and any exercise of any option to renew or other extension of this Agreement may constitute a change in ownership for purposes of property taxation and therefore may result in a revaluation of any possessory interest created hereunder. Grantee shall report any assignment or other transfer of any interest in this Agreement or any renewal or extension thereof to the County Assessor within sixty (60) days after such assignment, transfer, renewal or extension.

(c) Grantee shall provide such other information as may be requested by City to enable City to comply with any reporting requirements under applicable law with respect to possessory interests.

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

## **ARTICLE 8 REPRESENTATIONS AND WARRANTIES**

Grantee represents and warrants each of the following as of the date of this Agreement and at all times throughout the term of this Agreement:

**8.1 Organization; Authorization.** Grantee is a nonprofit corporation, duly organized and validly existing and in good standing under the laws of the jurisdiction in which it was formed. Grantee has established and maintains valid nonprofit status under Section 501(c)(3) of the United States Internal Revenue Code of 1986, as amended, and all rules and regulations promulgated under such Section. Grantee has duly authorized by all necessary action the execution, delivery and performance of this Agreement. Grantee has duly executed and delivered this Agreement and this Agreement constitutes a legal, valid and binding obligation of Grantee, enforceable against Grantee in accordance with the terms hereof.

**8.2 Location.** Grantee's operations, offices and headquarters are located at the address for notices set forth in Section 15. All aspects of the Grant Plan will be implemented at the geographic location(s), if any, specified in the Grant Plan.

**8.3 No Misstatements.** No document furnished or to be furnished by Grantee to City in connection with the Application Documents, this Agreement, any Funding Request or any other document relating to any of the foregoing, contains or will contain any untrue statement of material fact or omits or will omit a material fact necessary to make the statements contained therein not misleading, under the circumstances under which any such statement shall have been made.

**8.4 Conflict of Interest.**

(a) Through its execution of this Agreement, Grantee acknowledges that it is familiar with the provision of Section 15.103 of the City's Charter, Article III, Chapter 2 of the City's Campaign and Governmental Conduct Code, and Section 87100 et seq. and Section 1090 et seq. of the Government Code of the State of California, and certifies that it does not know of any facts which constitutes a violation of said provisions and agrees that it will immediately notify the City if it becomes aware of any such fact during the term of this Agreement.

(b) Not more than one member of an immediate family serves or will serve as an officer, director or employee of Grantee, without the prior written consent of City. For purposes of this subsection, "immediate family" shall include husband, wife, domestic partners, brothers, sisters, children and parents (both legal parents and step-parents).

**8.5 No Other Agreements with City.** Except as expressly itemized in Appendix D, neither Grantee nor any of Grantee's affiliates, officers, directors or employees has any interest, however remote, in any other agreement with City including any commission, department or other subdivision thereof.

**8.6 Subcontracts.** Except as may be permitted under Section 13.3, Grantee has not entered into any agreement, arrangement or understanding with any other person or entity pursuant to which such person or entity will implement or assist in implementing all or any portion of the Grant Plan.

**8.7 Eligibility to Receive Federal Funds.** By executing this Agreement, Grantee certifies that Grantee is not suspended, debarred or otherwise excluded from participation in federal assistance programs. Grantee acknowledges that this certification of eligibility to receive federal funds is a material term of the Agreement.

**ARTICLE 9  
INDEMNIFICATION AND GENERAL LIABILITY**

**9.1 Indemnification.** Grantee shall indemnify, protect, defend and hold harmless each of the Indemnified Parties from and against any and all Losses arising from, in connection with or caused by: (a) a material breach of this Agreement by Grantee; (b) a material breach of any representation or warranty of Grantee contained in this Agreement; (c) any personal injury caused, directly or indirectly, by any act or omission of Grantee or its employees, subgrantees or agents; (d) any property damage caused, directly or indirectly by any act or omission of Grantee or its employees, subgrantees or agents; (e) the use, misuse or failure of any equipment or facility used by Grantee, or by any of its employees, subgrantees or agents, regardless of whether such equipment or facility is furnished, rented or loaned to Grantee by an Indemnified Party; (f) any tax, fee, assessment or other charge for which Grantee is responsible under Article 7; or (g) any infringement of patent rights, copyright, trade secret or any other proprietary right or trademark of any person or entity in consequence of the use by any Indemnified Party of any goods or services furnished to such Indemnified Party in connection with this Agreement. Grantee's obligations under the immediately preceding sentence shall apply to any Loss that is caused in

whole or in part by the active or passive negligence of any Indemnified Party, but shall exclude any Loss caused solely by the willful misconduct of the Indemnified Party. The foregoing indemnity shall include, without limitation, consultants and experts and related costs and City's costs of investigating any claims against the City. Grantee 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 Grantee's performance of this Agreement. 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.

**9.2 Duty to Defend; Notice of Loss.** Grantee acknowledges and agrees that its obligation to defend the Indemnified Parties under Section 9.1: (a) is an immediate obligation, independent of its other obligations hereunder; (b) applies to any Loss which actually or potentially falls within the scope of Section 9.1, regardless of whether the allegations asserted in connection with such Loss are or may be groundless, false or fraudulent; and (c) arises at the time the Loss is tendered to Grantee by the Indemnified Party and continues at all times thereafter. The Indemnified Party shall give Grantee prompt notice of any Loss under Section 9.1 and Grantee shall have the right to defend, settle and compromise any such Loss; provided, however, that the Indemnified Party shall have the right to retain its own counsel at the expense of Grantee if representation of such Indemnified Party by the counsel retained by Grantee would be inappropriate due to conflicts of interest between such Indemnified Party and Grantee. An Indemnified Party's failure to notify Grantee promptly of any Loss shall not relieve Grantee of any liability to such Indemnified Party pursuant to Section 9.1, unless such failure materially impairs Grantee's ability to defend such Loss. Grantee shall seek the Indemnified Party's prior written consent to settle or compromise any Loss if Grantee contends that such Indemnified Party shares in liability with respect thereto.

**9.3 Incidental and Consequential Damages.** Losses covered under this Article 9 shall include any and all incidental and consequential damages resulting in whole or in part from Grantee's acts or omissions. Nothing in this Agreement shall constitute a waiver or limitation of any rights that any Indemnified Party may have under applicable law with respect to such damages.

**9.4 LIMITATION ON LIABILITY OF CITY.** CITY'S OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO THE AGGREGATE AMOUNT OF GRANT FUNDS ACTUALLY DISBURSED HEREUNDER. NOTWITHSTANDING ANY OTHER PROVISION CONTAINED IN THIS AGREEMENT, THE APPLICATION DOCUMENTS OR ANY OTHER DOCUMENT OR COMMUNICATION RELATING TO 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 LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, THE GRANT FUNDS, THE GRANT PLAN OR ANY ACTIVITIES PERFORMED IN CONNECTION WITH THIS AGREEMENT.

## **ARTICLE 10 INSURANCE**

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

(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.

(d) **Reserved. (Professional Liability Insurance)**

(e) **Reserved. (Technology Errors and Omissions Coverage)**

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

10.1.1 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.

**10.2 Additional Requirements for General and Automobile Coverage.** Commercial General Liability and Commercial Automobile Liability insurance policies shall:

(a) Name as additional insured City and its officers, agents and employees.

(b) Provide 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, except with respect to limits of liability.

**10.3 Additional Requirements for All Policies.** All policies shall be endorsed to provide at least thirty (30) days' advance written notice to City of cancellation of policy for any reason, nonrenewal or reduction in coverage and specific notice mailed to City's address for notices pursuant to Article 15.

**10.4 Required Post-Expiration Coverage.** Should any of the insurance required hereunder be provided under a claims-made form, Grantee shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of three (3) years beyond the expiration or termination of this Agreement, to the effect that, should occurrences during the term hereof give rise to claims made after expiration or termination of the Agreement, such claims shall be covered by such claims-made policies.

**10.5 General Annual Aggregate Limit/Inclusion of Claims Investigation or Legal Defense Costs.** Should any of the insurance required hereunder 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.

**10.6 Evidence of Insurance.** Before commencing any operations under this Agreement, Grantee shall furnish to City certificates of insurance, and additional insured policy endorsements, in form and with

insurers satisfactory to City, evidencing all coverages set forth above, and shall furnish complete copies of policies promptly upon City's request. Before commencing any operations under this Agreement, Grantee 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. Failure to maintain insurance shall constitute a material breach of this Agreement.

**10.7 Effect of Approval.** Approval of any insurance by City shall not relieve or decrease the liability of Grantee hereunder.

**10.8 Insurance for Subgrantees and Evidence of this Insurance.** If a subgrantee will be used to complete any portion of this agreement, the grantee shall ensure that the subgrantee shall provide all necessary insurance and shall name the City and County of San Francisco, its officers, agents, and employees and the grantee listed as additional insureds.

**10.9 Reserved. (Waiver of Subrogation)**

**10.10 Insurance Coverage During the Term of this Grant.** 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 Grant effective on the date of such lapse of insurance.

## **ARTICLE 11 EVENTS OF DEFAULT AND REMEDIES**

**11.1 Events of Default.** The occurrence of any one or more of the following events shall constitute an "Event of Default" under this Agreement:

(a) **False Statement.** Any statement, representation or warranty contained in this Agreement, in the Application Documents, in any Funding Request or in any other document submitted to City under this Agreement is found by City to be false or misleading.

(b) **Failure to Provide Insurance.** Grantee fails to provide or maintain in effect any policy of insurance required in Article 10.

(c) **Failure to Comply with Representations and Warranties or Applicable Laws.** Grantee fails to perform or breaches any of the terms or provisions of Article 8 or 16.

(d) **Failure to Perform Other Covenants.** Grantee fails to perform or breaches any other agreement or covenant of this Agreement to be performed or observed by Grantee as and when performance or observance is due and such failure or breach continues for a period of ten (10) days after the date on which such performance or observance is due.

(e) **Cross Default.** Grantee defaults under any other agreement between Grantee and City (after expiration of any grace period expressly stated in such agreement).

(f) **Voluntary Insolvency.** Grantee (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 Grantee or of any substantial part of Grantee's property or (v) takes action for the purpose of any of the foregoing.

(g) **Involuntary Insolvency.** Without consent by Grantee, a court or government authority enters an order, and such order is not vacated within ten (10) days, (i) appointing a custodian, receiver, trustee or other officer with similar powers with respect to Grantee or with respect to any substantial part of Grantee'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 Grantee.

**11.2 Remedies upon Event of Default.** Upon and during the continuance of an Event of Default, City may do any of the following, individually or in combination with any other remedy:

(a) **Termination.** City may terminate this Agreement by giving a written termination notice to Grantee of the Event of Default and that, on the date specified in the notice, this Agreement shall terminate and all rights of Grantee hereunder shall be extinguished. In the sole discretion of the City, Grantee may be allowed ten (10) days to cure the default. In the event of termination for default, Grantee will be paid for Eligible Expenses in any Funding Request that was submitted and approved by City prior to the date of termination specified in such notice.

(b) **Withholding of Grant Funds.** City may withhold all or any portion of Grant Funds not yet disbursed hereunder, regardless of whether Grantee has previously submitted a Funding Request or whether City has approved the disbursement of the Grant Funds requested in any Funding Request. Any Grant Funds withheld pursuant to this Section and subsequently disbursed to Grantee after cure of applicable Events of Default, if granted by the City in its sole discretion, shall be disbursed without interest.

(c) **Offset.** City may offset against all or any portion of undisbursed Grant Funds hereunder or against any payments due to Grantee under any other agreement between Grantee and City the amount of any outstanding Loss incurred by any Indemnified Party, including any Loss incurred as a result of the Event of Default.

(d) **Return of Grant Funds.** City may demand the immediate return of any previously disbursed Grant Funds that have been claimed or expended by Grantee in breach of the terms of this Agreement, together with interest thereon from the date of disbursement at the maximum rate permitted under applicable law.

**11.3 Termination for Convenience.** City shall have the option, in its sole discretion, to terminate this Agreement at any time for convenience and without cause. City shall exercise this option by giving Grantee written notice that specifies the effective date of termination. Upon receipt of the notice of termination, Grantee shall undertake with diligence all necessary actions to effect the termination of this Agreement on the date specified by City and minimize the liability of Grantee and City to third parties. Such actions shall include, without limitation:

(a) Halting the performance of all work 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; and

(c) Completing performance of any work that City designates to be completed prior to the date of termination specified by City.

In no event shall City be liable for costs incurred by Grantee or any of its subcontractors after the termination date specified by City, except for those costs incurred at the request of City pursuant to this section.

**11.4 Remedies Nonexclusive.** Each of the 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 remedies contained herein are in addition to all other remedies available to City at law or in equity by statute or otherwise and the exercise of any such remedy shall not preclude or in any way be deemed to waive any other remedy.

## **ARTICLE 12 DISCLOSURE OF INFORMATION AND DOCUMENTS**

**12.1 Proprietary or Confidential Information of City.** Grantee understands and acknowledges that, in the performance of this Agreement or in contemplation thereof, Grantee may have access to private or confidential information that may be owned or controlled by City and that such information may contain proprietary or confidential information, the disclosure of which to third parties may be damaging to City. Grantee agrees that all information disclosed by City to Grantee shall be held in confidence and used only in the performance of this Agreement. Grantee shall exercise the same standard of care to protect such information as a reasonably prudent nonprofit entity would use to protect its own proprietary or confidential data.

**12.2 Sunshine Ordinance.** Grantee acknowledges and agrees that this Agreement and the Application Documents are subject to Section 67.24(e) of the San Francisco Administrative Code, which provides that contracts, including this Agreement, grantee's bids, responses to Requests for Proposals and all other records of communications between City and persons or entities seeking contracts, shall be open to inspection immediately after a contract has been awarded. Nothing in Section 67.24(e) (as it exists on the date hereof) requires the disclosure of a private person's or organization's net worth or other proprietary financial data submitted for qualification for a contract or other benefit until and unless that person or organization is awarded the contract or benefit. All information provided by Grantee covered by Section 67.24(e) (as it may be amended from time to time) will be made available to the public upon request.

**12.3 Financial Projections.** Pursuant to San Francisco Administrative Code Section 67.32, Grantee agrees upon request to provide City with financial projections (including profit and loss figures) for the activities and/or projects contemplated by this Grant ("Project") and annual audited financial statements thereafter. Grantee agrees that all such projections and financial statements shall be public records that must be disclosed.

## **ARTICLE 13 ASSIGNMENTS AND SUBCONTRACTING**

**13.1 No Assignment by Grantee.** Grantee shall not, either directly or indirectly, assign, transfer, hypothecate, subcontract or delegate all or any portion of this Agreement or any rights, duties or obligations of Grantee hereunder without the prior written consent of City. This Agreement shall not, nor shall any interest herein, be assignable as to the interest of Grantee involuntarily or by operation of law without the prior written consent of City. A change of ownership or control of Grantee or a sale or transfer of substantially all of the assets of Grantee shall be deemed an assignment for purposes of this Agreement.

**13.2 Agreement Made in Violation of this Article.** Any agreement made in violation of Section 13.1 shall confer no rights on any person or entity and shall automatically be null and void.

**13.3 Subcontracting.** If Appendix H lists any permitted subgrantees, then notwithstanding any other provision of this Agreement to the contrary, Grantee shall have the right to subcontract on the terms set forth in this Section. If Appendix H is blank or specifies that there are no permitted subgrantees, then Grantee shall have no rights under this Section.

(a) **Limitations.** In no event shall Grantee subcontract or delegate the whole of the Grant Plan. Grantee may subcontract with any of the permitted subgrantees set forth on Appendix H without the prior consent of City; provided, however, that Grantee shall not thereby be relieved from any liability or obligation under this Agreement and, as between City and Grantee, Grantee shall be responsible for the acts, defaults and omissions of any subgrantee or its agents or employees as fully as if they were the acts, defaults or omissions of Grantee. Grantee shall ensure that its subgrantees comply with all of the terms of this Agreement, insofar as they apply to the subcontracted portion of the Grant Plan. All references herein to duties and obligations of Grantee shall be deemed to pertain also to all subgrantees to the extent applicable. A default by any subgrantee shall be deemed to be an Event of Default hereunder. Nothing contained in this Agreement shall create any contractual relationship between any subgrantee and City.

(b) **Terms of Subcontract.** Each subcontract shall be in form and substance acceptable to City and shall expressly provide that it may be assigned to City without the prior consent of the subgrantee. In addition, each subcontract shall incorporate all of the terms of this Agreement, insofar as they apply to the subcontracted portion of the Grant Plan. Without limiting the scope of the foregoing, each subcontract shall provide City, with respect to the subgrantee, the audit and inspection rights set forth in Section 6.6. Upon the request of City, Grantee shall promptly furnish to City true and correct copies of each subcontract permitted hereunder.

**13.4 Grantee Retains Responsibility.** Grantee shall remain liable for the performance by any assignee or subgrantee of all of the covenants terms and conditions contained in this Agreement.

## **ARTICLE 14 INDEPENDENT CONTRACTOR STATUS**

**14.1 Nature of Agreement.** Grantee shall be deemed at all times to be an independent contractor and is solely responsible for the manner in which Grantee implements the Grant Plan and uses the Grant Funds. Grantee shall at all times remain solely liable for the acts and omissions of Grantee, its officers and directors, employees and agents. Nothing in this Agreement shall be construed as creating a partnership, joint venture, employment or agency relationship between City and Grantee.

**14.2 Direction.** Any terms in this Agreement referring to direction or instruction from the Department or City shall be construed as providing for direction as to policy and the result of Grantee's work only, and not as to the means by which such a result is obtained.

**14.3 Consequences of Recharacterization.**

(a) 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 Grantee 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 Grantee which can be applied against this liability). City shall subsequently forward such amounts to the relevant taxing authority.



(b) Should a relevant taxing authority determine a liability for past services performed by Grantee for City, upon notification of such fact by City, Grantee shall promptly remit such amount due or arrange with City to have the amount due withheld from future payments to Grantee under this Agreement (again, offsetting any amounts already paid by Grantee which can be applied as a credit against such liability).

(c) A determination of employment status pursuant to either subsection (a) or (b) of this Section 14.3 shall be solely for the purposes of the particular tax in question, and for all other purposes of this Agreement, Grantee shall not be considered an employee of City. Notwithstanding the foregoing, if any court, arbitrator, or administrative authority determine that Grantee is an employee for any other purpose, Grantee agrees to a reduction in City's financial liability hereunder such that the aggregate amount of Grant Funds under this Agreement does not exceed what would have been the amount of such Grant Funds had the court, arbitrator, or administrative authority had not determined that Grantee was an employee.

## ARTICLE 15 NOTICES AND OTHER COMMUNICATIONS

**15.1 Requirements.** Unless otherwise specifically provided herein, all notices, consents, directions, approvals, instructions, requests and other communications hereunder shall be in writing, shall be addressed to the person and address set forth below and may be sent by U.S. mail or e-mail, and shall be addressed as follows:)

If to the Department or City:

DEPARTMENT OF PUBLIC HEALTH  
OFFICE OF CONTRACT MANAGEMENT AND  
COMPLIANCE  
101 GROVE STREET, ROOM. 402  
San Francisco, CA 94102  
Attn: nora.macias@sfdph.org

And

HIV HEALTH SERVICES  
25 VAN NESS AVENUE, SUITE 500  
San Francisco, CA 94102  
Attn: dean.goowin@sfdph.org

If to Grantee:

SAN FRANCISCO AIDS FOUNDATION  
1035 MARKET STREET, SUITE 400  
San Francisco, CA 94103  
Attn: KEVIN ROGERS

Any notice of default must be sent by registered mail.

**15.2 Effective Date.** All communications sent in accordance with Section 15.1 shall become effective on the date of receipt

**15.3 Change of Address.** Any party hereto may designate a new address for purposes of this Article 15 by notice to the other party.

## ARTICLE 16 COMPLIANCE

### 16.1 Reserved.

### 16.2 Nondiscrimination; Penalties.

(a) **Grantee Shall Not Discriminate.** In the performance of this Agreement, Grantee agrees not to discriminate against any employee, City and County employee working with such grantee or subgrantee, applicant for employment with such grantee or subgrantee, or against any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations, on the basis of the fact or perception of a person's race, color, creed, religion, national origin, ancestry, age, height, weight, sex, sexual orientation, gender identity, domestic partner status, marital status, disability or Acquired Immune Deficiency Syndrome or HIV status (AIDS/HIV status), or association with members of such protected classes, or in retaliation for opposition to discrimination against such classes.

(b) **Subcontracts.** Grantee 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 subgrantees to comply with such provisions. Grantee's failure to comply with the obligations in this subsection shall constitute a material breach of this Agreement.

(c) **Non-Discrimination in Benefits.** Grantee 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 or where the work is being performed for the City or elsewhere within the United States, discriminate in the provision of bereavement leave, family medical leave, health benefits, membership or membership discounts, moving expenses, pension and retirement benefits or travel benefits, as well as any benefits other than the benefits specified above, between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of such employees, where the domestic partnership has been registered with a governmental entity pursuant to state or local law authorizing such registration, subject to the conditions set forth in Section 12B.2(b) of the San Francisco Administrative Code.

(d) **Condition to Contract.** As a condition to this Agreement, Grantee shall execute the "Chapter 12B Declaration: Nondiscrimination in Contracts and Benefits" form (Form CMD-12B-101) with supporting documentation and secure the approval of the form by the San Francisco Contract Monitoring Division.

(e) **Incorporation of Administrative Code Provisions by Reference.** The provisions of Chapters 12B and 12C of the San Francisco Administrative Code are incorporated in this Section by reference and made a part of this Agreement as though fully set forth herein. Grantee shall comply fully with and be bound by all of the provisions that apply to this Agreement under such Chapters of the Administrative Code, including the remedies provided in such Chapters. Without limiting the foregoing, Grantee understands that pursuant to Sections 12B.2(h) and 12C.3(g) of the San Francisco Administrative Code, a penalty of fifty dollars (\$50) for each person for each calendar day during which such person was discriminated against in violation of the provisions of this Agreement may be assessed against Grantee and/or deducted from any payments due Grantee.

### 16.3 Reserved.

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

**16.5 Drug-Free Workplace Policy.** Grantee acknowledges that pursuant to the Federal Drug-Free Workplace Act of 1989, the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited on City premises. Grantee and its employees, agents or assigns shall comply with all terms and provisions of such Act and the rules and regulations promulgated thereunder.

**16.6 Resource Conservation; Liquidated Damages.** Chapter 5 of the San Francisco Environment Code (Resource Conservation) is incorporated herein by reference. Failure by Grantee to comply with any of the applicable requirements of Chapter 5 will be deemed a material breach of contract. If Grantee fails to comply in good faith with any of the provisions of Chapter 5, Grantee shall be liable for liquidated damages in an amount equal to Grantee's net profit under this Agreement, or five percent (5%) of the total contract amount, whichever is greater. Grantee acknowledges and agrees that the liquidated damages assessed shall be payable to City upon demand and may be offset against any monies due to Grantee from any contract with City.

**16.7 Compliance with ADA.** Grantee acknowledges that, pursuant to the ADA, programs, services and other activities provided by a public entity to the public, whether directly or through a grantee or contractor, must be accessible to the disabled public. Grantee shall not discriminate against any person protected under the ADA in connection with all or any portion of the Grant Plan and shall comply at all times with the provisions of the ADA.

**16.8. Requiring Minimum Compensation for Employees.** Grantee shall pay covered employees no less than the minimum compensation required by San Francisco Administrative Code Chapter 12P, including a minimum hourly gross compensation, compensated time off, and uncompensated time off. Grantee is subject to the enforcement and penalty provisions in Chapter 12P. Information about and the text of the Chapter 12P is available on the web at <http://sfgov.org/olse/mco>. Grantee is required to comply with all of the applicable provisions of 12P, irrespective of the listing of obligations in this Section. By signing and executing this Agreement, Grantee certifies that it complies with Chapter 12P.

**16.9 Limitations on Contributions.** By executing this Agreement, Grantee acknowledges its obligations under section 1.126 of the City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with, or is seeking a contract with, any department of 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, for a grant, loan or loan guarantee, or for a development agreement, from making any campaign contribution to (i) a City elected official if the contract must be approved by that official, a board on which that official serves, or the board of a state agency on which an appointee of that official serves, (ii) a candidate for that City elective office, or (iii) a committee controlled by such elected official or a candidate for that office, at any time from the submission of a proposal for the contract until the later of either the termination of negotiations for such contract or twelve months after the date the City approves the contract. The prohibition on contributions applies to each prospective party to the contract; each member of Grantee's board of directors; Grantee's chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 10 % in Grantee; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Grantee. Grantee certifies that it has informed each such person of the limitation on contributions imposed by Section 1.126 by the time it submitted a proposal for the grant, and has provided the names of the persons required to be informed to the City department with whom it is contracting.

**16.10 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.

**16.11 Prohibition on Political Activity with City Funds.** In accordance with San Francisco Administrative Code Chapter 12.G, no funds appropriated by the City and County of San Francisco for

this Agreement may be expended for organizing, creating, funding, participating in, supporting, or attempting to influence any political campaign for a candidate or for a ballot measure (collectively, "Political Activity"). The terms of San Francisco Administrative Code Chapter 12.G are incorporated herein by this reference. Accordingly, an employee working in any position funded under this Agreement shall not engage in any Political Activity during the work hours funded hereunder, nor shall any equipment or resource funded by this Agreement be used for any Political Activity. In the event Grantee, or any staff member in association with Grantee, engages in any Political Activity, then (i) Grantee shall keep and maintain appropriate records to evidence compliance with this section, and (ii) Grantee shall have the burden to prove that no funding from this Agreement has been used for such Political Activity. Grantee agrees to cooperate with any audit by the City or its designee in order to ensure compliance with this section. In the event Grantee violates the provisions of this section, the City may, in addition to any other rights or remedies available hereunder, (i) terminate this Agreement and any other agreements between Grantee and City, (ii) prohibit Grantee from bidding on or receiving any new City contract for a period of two (2) years, and (iii) obtain reimbursement of all funds previously disbursed to Grantee under this Agreement.

**16.12 Preservative-treated Wood Containing Arsenic.** Grantee may not purchase preservative-treated wood products containing arsenic in the performance of this Agreement unless an exemption from the requirements of Chapter 13 of the San Francisco Environment Code is obtained from the Department of the Environment under Section 1304 of the Code. The term "preservative-treated wood containing arsenic" shall mean wood treated with a preservative that contains arsenic, elemental arsenic, or an arsenic copper combination, including, but not limited to, chromated copper arsenate preservative, ammoniacal copper zinc arsenate preservative, or ammoniacal copper arsenate preservative. Grantee may purchase preservative-treated wood products on the list of environmentally preferable alternatives prepared and adopted by the Department of the Environment. This provision does not preclude Grantee from purchasing preservative-treated wood containing arsenic for saltwater immersion. The term "saltwater immersion" shall mean a pressure-treated wood that is used for construction purposes or facilities that are partially or totally immersed in saltwater.

**16.13 Working with Minors.** In accordance with California Public Resources Code Section 5164, if Grantee, or any subgrantee, 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 Grantee, or any subgrantee, is providing services to the City involving the supervision or discipline of minors or where Grantee, or any subgrantee, will be working with minors in an unaccompanied setting on more than an incidental or occasional basis, Grantee and any subgrantee 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 16.16, "Consideration of Criminal History in Hiring and Employment Decisions," of this Agreement, this section shall control. Grantee shall expressly require any of its subgrantees with supervisory or disciplinary power over a minor to comply with this section of the Agreement as a condition of its contract with the subgrantee. Grantee acknowledges and agrees that failure by Grantee or any of its subgrantees to comply with any provision of this section of the Agreement shall constitute an Event of Default.

**16.14 Protection of Private Information.** Grantee has read and agrees to the terms set forth in San Francisco Administrative Code Sections 12M.2, "Nondisclosure of Private Information," and 12M.3, "Enforcement" of Administrative Code Chapter 12M, "Protection of Private Information," which are incorporated herein as if fully set forth. Grantee agrees that any failure of Grantee to comply with the requirements of Section 12M.2 of this Chapter shall be a material breach of the Agreement. In such an event, in addition to any other remedies available to it under equity or law, the City may terminate the

Agreement, bring a false claim action against the Grantee pursuant to Chapter 6 or Chapter 21 of the Administrative Code, or debar the Grantee.

**16.15 Public Access to Meetings and Records.** If Grantee 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, Grantee shall comply with and be bound by all the applicable provisions of that Chapter. By executing this Agreement, Grantee agrees to open its meetings and records to the public in the manner set forth in Sections 12L.4 and 12L.5 of the Administrative Code. Grantee further agrees to make good-faith efforts to promote community membership on its Board of Directors in the manner set forth in Section 12L.6 of the Administrative Code. Grantee acknowledges that its material failure to comply with any of the provisions of this paragraph shall constitute a material breach of this Agreement. Grantee further acknowledges that such material breach of the Agreement shall be grounds for the City to terminate and/or not renew the Agreement, partially or in its entirety.

**16.16 Consideration of Criminal History in Hiring and Employment Decisions.**

(a) 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.

(b) 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.

**16.17 Food Service Waste Reduction Requirements.** Grantee agrees to comply fully with and be bound by all of the provisions of the Food Service Waste Reduction Ordinance, as set forth in San Francisco Environment Code Chapter 16, including the remedies provided, and implementing guidelines and rules. The provisions of Chapter 16 are incorporated herein by reference and made a part of this Agreement as though fully set forth. This provision is a material term of this Agreement. By entering into this Agreement, Grantee agrees that if it breaches this provision, City will suffer actual damages that will be impractical or extremely difficult to determine; further, Grantee agrees that the sum of one hundred dollars (\$100) liquidated damages for the first breach, two hundred dollars (\$200) liquidated damages for the second breach in the same year, and five hundred dollars (\$500) liquidated damages for subsequent breaches in the same year is reasonable estimate of the damage that City will incur based on the violation, established in light of the circumstances existing at the time this Agreement was made. Such amount shall not be considered a penalty, but rather agreed monetary damages sustained by City because of Grantee’s failure to comply with this provision.

**16.18 Reserved. Slavery Era Disclosure.**

**16.19 Distribution of Beverages and Water.**

**(a) Sugar-Sweetened Beverage Prohibition.** Grantee agrees that it shall 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.

**(b) Packaged Water Prohibition.** Grantee agrees that it shall not sell, provide, or otherwise distribute Packaged Water, as defined by San Francisco Environment Code Chapter 24, as part of its performance of this Agreement.

**16.20 Reserved.**

**16.21 Compliance with Other Laws.** Without limiting the scope of any of the preceding sections of this Article 16, Grantee shall keep itself fully informed of City's Charter, codes, ordinances and regulations and all state, and federal laws, rules and regulations affecting the performance of this Agreement and shall at all times comply with such Charter codes, ordinances, and regulations rules and laws.

**ARTICLE 17  
MISCELLANEOUS**

**17.1 No Waiver.** No waiver by the Department or City of any default or breach of this Agreement shall be implied from any failure by the Department or City to take action on account of such default if such default persists or is repeated. No express waiver by the Department or City shall affect any default other than the default specified in the waiver and shall be operative only for the time and to the extent therein stated. Waivers by City or the Department of any covenant, term or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition. The consent or approval by the Department or City of any action requiring further consent or approval shall not be deemed to waive or render unnecessary the consent or approval to or of any subsequent similar act.

**17.2 Modification.** This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved in the same manner as this Agreement.

**17.3 Administrative Remedy for Agreement Interpretation.** Should any question arise as to the meaning or intent of this Agreement, the question shall, prior to any other action or resort to any other legal remedy, be referred to Department Head, as the case may be, of the Department who shall decide the true meaning and intent of the Agreement. Such decision shall be final and conclusive.

**17.4 Governing Law; Venue.** The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California, without regard to its conflict of laws principles. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in San Francisco.

**17.5 Headings.** All article and section headings and captions contained in this Agreement are for reference only and shall not be considered in construing this Agreement.

**17.6 Entire Agreement.** This Agreement and the Application Documents set forth the entire Agreement between the parties, and supersede all other oral or written provisions. If there is any conflict

between the terms of this Agreement and the Application Documents, the terms of this Agreement shall govern. The following appendices are attached to and a part of this Agreement:

- Appendix A, Scope of Services
- Appendix B, Calculation of Charges or Grant Plan
- Appendix C, Form of Funding Request
- Appendix D, Itemized List of City Contracts
- Appendix E, Business Associate Agreement
- Appendix F, Invoice Template(s)
- Appendix G, State/Federal Funding Terms Reserved
- Appendix H, Permitted Subgrantees
- Appendix I, Insurance Waiver Reserved
- Appendix J, Dispute Resolution Procedure

**17.7 Certified Resolution of Signatory Authority.** Upon request of City, Grantee shall deliver to City a copy of the corporate resolution(s) authorizing the execution, delivery and performance of this Agreement, certified as true, accurate and complete by the secretary or assistant secretary of Grantee.

**17.8 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.

**17.9 Successors; No Third-Party Beneficiaries.** Subject to the terms of Article 13, the terms of this Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their successors and assigns. Nothing in this Agreement, whether express or implied, shall be construed to give any person or entity (other than the parties hereto and their respective successors and assigns and, in the case of Article 9, the Indemnified Parties) any legal or equitable right, remedy or claim under or in respect of this Agreement or any covenants, conditions or provisions contained herein.

**17.10 Survival of Terms.** The obligations of Grantee and the terms of the following provisions of this Agreement shall survive and continue following expiration or termination of this Agreement:

Section 4.3	Ownership of Results.	Article 12	Disclosure of Information and Documents
Section 6.4	Financial Statements.		
Section 6.5	Books and Records.	Section 13.4	Grantee Retains Responsibility.
Section 6.6	Audit and Inspection of Records.	Section 14.3	Consequences of Recharacterization.
Section 6.7	Submitting False Claims; Monetary Penalties	Article 17	Miscellaneous
		Article 18	Data and Security
Article 7	Taxes		
Article 8	Representations and Warranties		
Article 9	Indemnification and General Liability		
Section 10.4	Required Post-Expiration Coverage.		

**17.11 Further Assurances.** From and after the date of this Agreement, Grantee agrees to do such things, perform such acts, and make, execute, acknowledge and deliver such documents as may be reasonably

necessary or proper and usual to complete the transactions contemplated by this Agreement and to carry out the purpose of this Agreement in accordance with this Agreement.

**17.12 Dispute Resolution Procedure.** A Dispute Resolution Procedure is attached under the Appendix J to address issues that have not been resolved administratively by other departmental remedies.

**17.13 Cooperative Drafting.** This Agreement has been drafted through a cooperative effort of both parties, 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.

**17.14 MacBride Principles--Northern Ireland.** Pursuant to San Francisco Administrative Code Section 12F.5, City urges companies doing business in Northern Ireland to move towards resolving employment inequities, and encourages such companies to abide by the MacBride Principles. City urges San Francisco companies to do business with corporations that abide by the MacBride Principles. By signing below, the person executing this agreement on behalf of Grantee acknowledges and agrees that he or she has read and understood this section.

## **ARTICLE 18 DATA AND SECURITY**

### **18 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, use, disclosure, transmission, and storage of protected health information (PHI) and the Security Rule under the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ("the HITECH Act").

#### **The parties acknowledge that Grantee will:**

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

***FOR PURPOSES OF THIS AGREEMENT, GRANTEE IS A BUSINESS ASSOCIATE OF CITY/SFDPH, AS DEFINED UNDER HIPAA. GRANTEE MUST COMPLY WITH AND COMPLETE THE FOLLOWING ATTACHED***



***DOCUMENTS, INCORPORATED TO THIS AGREEMENT AS THOUGH FULLY SET FORTH HEREIN:***

- a. **Appendix E** SFDPH Business Associate Agreement (BAA) (04-12-2018)
  - 1. SFDPH Attestation 1 PRIVACY (06-07-2017)
  - 2. SFDPH Attestation 2 DATA SECURITY (06-07-2017)
- 2.  **NOT do any of the activities listed above in subsection 1;**  
**Grantee is not a Business Associate of City/SFDPH. Appendix E and attestations are not required for the purposes of this Agreement.**

**18.1 Protected Health Information.** Grantee, all subgrantees, all agents and employees of Grantee and any subgrantee shall comply with all federal and state laws regarding the transmission, storage and protection of all private health information disclosed to Grantee by City in the performance of this Grant. Grantee agrees that any failure of Grantee to comply with the requirements of federal and/or state and/or local privacy laws shall be a material breach of the Grant. 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 Grantee or its subgrantees or agents by City, Grantee 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 Grant.

**18.2 Management of City Data and Confidential Information**

**18.2.1 Access to City Data.** City shall at all times have access to and control of all data given to Grantee by City in the performance of this Agreement (“City Data” or “Data”), and shall be able to retrieve it in a readable format, in electronic form and/or print, at any time, at no additional cost.

**18.2.2 Use of City Data and Confidential Information.** Grantee agrees to hold City's Confidential Information received from or created on behalf of the City in strictest confidence. Grantee shall not use or disclose City's Data or Confidential Information except as permitted or required by the Grant or as otherwise authorized in writing by the City. Any work using, or sharing or storage of, City's Confidential Information outside the United States is subject to prior written authorization by the City. Access to City's Confidential Information must be strictly controlled and limited to Grantee's staff assigned to this project on a need-to-know basis only. Grantee is provided a limited non-exclusive license to use the City Data or Confidential Information solely for performing its obligations under the Agreement and not for Grantee's own purposes or later use. Nothing herein shall be construed to confer any license or right to the City Data or Confidential Information, by implication, estoppel or otherwise, under copyright or other intellectual property rights, to any third-party. Unauthorized use of City Data or Confidential Information by Grantee, subgrantees or other third-parties is prohibited. For purpose of this requirement, the phrase “unauthorized use” means the data mining or processing of data, stored or transmitted by the service, for commercial purposes, advertising or advertising-related purposes, or for any purpose other than security or service delivery analysis that is not explicitly authorized.

**18.2.3 Disposition of Confidential Information.** Upon termination of Grant or request of City, Grantee shall within forty-eight (48) hours return all Confidential Information which includes all original media. Once Grantee has received written confirmation from City that Confidential Information has been successfully transferred to City, Grantee shall within ten (10) business days purge all Confidential Information from its servers, any hosted environment Grantee has used in performance of this Agreement, work stations that were used to process the data or for production of the data, and any other work files stored by Grantee in whatever medium. Grantee shall provide City with written certification that such purge occurred within five (5) business days of the purge.

## ARTICLE 19 DEPARTMENT SPECIFIC TERMS

### 19.1 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.

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

### 19.3 Certification Regarding Lobbying.

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

19.3.1. No federally appropriated funds have been paid or will be paid, by or on behalf of Grantee 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.

19.3.2 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, Grantee shall complete and submit Standard Form -111, "Disclosure Form to Report Lobbying," in accordance with the form's instructions.

19.3.3 Grantee 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.

19.3.4 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.

### 19.4 Materials Review.

Grantee 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. Grantee 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 Grantee's work, which may include review by members of target communities.

## **19.5 Emergency Response.**

Grantee 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 Plan should include site specific plans to respond at the time of an emergency (emergency response plans) and plans to continue essential services after a disaster (continuity of operations plans). The agency-wide plan should address disaster coordination between and among service sites. Grantee will update the Agency/site(s) plan as needed and Grantee will train all employees regarding the provisions of the plan for their Agency/site(s). Grantee will attest on its annual Community Programs' Grantee Declaration of Compliance whether it has developed and maintained an Agency Disaster and Emergency Response Plan, including a site specific emergency response plan and a continuity of operations plan for each of its service sites. Grantee 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, Grantee's employees shall become emergency workers and participate in the emergency response of Community Programs, Department of Public Health. Grantees are required to identify and keep Community Programs staff informed as to which two staff members will serve as Grantee's prime contacts with Community Programs in the event of a declared emergency.

## **19.6 Contract Amendments; Budgeting Revisions.**

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

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

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

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first specified herein. The signatories to this Agreement warrant and represent that they have the authority to enter into this agreement on behalf of the respective parties and to bind them to the terms of this Agreement

**CITY**

**GRANTEE:**

**CITY AND COUNTY OF SAN FRANCISCO  
DEPARTMENT OF PUBLIC HEALTH**

**SAN FRANCISCO AIDS FOUNDATION**

DocuSigned by:  
By: *Greg Wagner*  
Grant Colfax, MD  
Director of Health

DocuSigned by:  
By: *Kevin Rogers*  
5257022287D6426...  
Print Name: Kevin Rogers

**Approved as to Form:**

Title: Interim Chief Executive Officer

Dennis J. Herrera  
City Attorney

Federal Tax ID #: 94-2927405

City Supplier Number: 0000011638

DocuSigned by:  
By: *Louise Simpson*  
Deputy City Attorney

## **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. 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.

H. Infection Control, Health and Safety:

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

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

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

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

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

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

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

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

I. 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.

J. 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."

K. 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.

L. Patients Rights:

All applicable Patients Rights laws and procedures shall be implemented.

M. 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.

N. 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.

O. Compliance With Grant Award Notices:

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

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

## 2. Description of Services

Contractor agrees to perform the following Services:

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

Detailed description of services are listed below and are attached hereto

Appendix A-1

**HIV Rental Subsidies**

**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.



<b>Provider:</b>	San Francisco AIDS Foundation	
<b>Total Contract:</b>	\$8,399,672	<b>CID# 1000020925</b>
<b>Funding Source:</b>	HHS COUNTY GF	
<b>Program Name:</b>	Rental Subsidies	
<b>System of Care:</b>	HIV Health Services	RFP#: 39-2020      FN# 1 FN Date: 2/26/2021
<b>Address / Phones:</b>	1035 Market Street, Suite 400, San Francisco, CA 94103, Telephone/FAX: 415-487-3000/415-487-3094	
<b>Contact Person:</b>	Richard Hill, Director of Government Contracts, 415-487-8042, rhill@sfaf.org	

<b>Term:</b>	7/1/2021-6/30/2023					
<b>Appendices:</b>	A-1 / B-1					
	Standard		Shallow		Partial	
<b>Funding Amount:</b>	\$3,291,191		\$807,734		\$100,911	
<b>Funding Term:</b>	7/1/21-6/30/22					
<b>Numbers of UOS and UDC</b>	<b>UOS</b>	<b>UDC</b>	<b>UOS</b>	<b>UDC</b>	<b>UOS</b>	<b>UDC</b>
<b>Residential Program and Subsidies</b>	89,060	244	26,645	73	4,745	13
<b>Total UDC for Program</b>	330		Total UDC is not a sum of UDC from each mode of service.			

<b>Appendices:</b>	A-1 / B-1a					
	Standard		Shallow		Partial	
<b>Funding Amount:</b>	\$3,291,191		\$807,734		\$100,911	
<b>Funding Term:</b>	7/1/22-6/30/23					
<b>Numbers of UOS and UDC</b>	<b>UOS</b>	<b>UDC</b>	<b>UOS</b>	<b>UDC</b>	<b>UOS</b>	<b>UDC</b>
<b>Residential Program and Subsidies</b>	89,060	244	26,645	73	4,745	13
<b>Total UDC for Program</b>	330		Total UDC is not a sum of UDC from each mode of service.			

**Definition of UOS:** One Unit of Service is One Day Subsidy

<b>Target Population:</b>	<p><b>STANDARD RENTAL SUBSIDY PROGRAM (STD-RSP)</b> STD-RSP targeted population are San Francisco residents with disabling HIV/AIDS who are homeless, at risk of homelessness or marginally housed, and have extremely low incomes, which is defined by HUD, for new clients, as 30% of median income. Program participants accepted into the program prior to July 1, 1998 are under different eligibility criteria that is very low income 50% or below median income.</p> <p><b>SHALLOW RENTAL SUBSIDY (S-RSP)</b> S-RSP targeted population is San Francisco residents; HIV-positive who are chronically, currently or imminently homeless due to rent burden exceeding 50% of their income. Additionally, clients are derived from all racial and ethnic backgrounds, and meet the "severe need" or "special populations" definition who may have a history or are active drug users and/or have co-existing chronic psychiatric conditions. All clients will be extremely low income (client annual income will not exceed 30% of median income as defined by HUD).</p> <p><b>PARTIAL RENTAL SUBSIDY (P-RSP)</b> P-RSP targeted population is San Francisco residents; AIDS/HIV disabling who are imminently homeless due to rent burden exceeding 50% of their income. Participants are referred to the program from the City and County of San Francisco's Plus Housing Program managed by Mayor's Office of Housing and Community Development (MOHCD) and can live independently or with in-home assistance.</p>
<b>Description of Services:</b>	<p><b>STANDARD RENTAL SUBSIDY PROGRAM (STD-RSP)</b> Provide monthly financial assistance in the form of a rental subsidy to clients with disabling HIV or AIDS to help clients secure and maintain stable, safe, and affordable housing.</p> <p><b>SHALLOW RENTAL SUBSIDY (S-RSP)</b> Provide monthly financial assistance in the form of a rental subsidy to extremely low-income HIV+ clients engaged in care at San Francisco's Centers of Excellence and other community providers of HIV care, as well as individuals exiting transitional housing to help them secure and maintain stable, safe and affordable housing.</p> <p><b>PARTIAL RENTAL SUBSIDY (P-RSP)</b> Provide financial assistance in the form of rental subsidy to people with disabling HIV or AIDS who are in stable housing but who are imminently homeless because a high percentage (50% or more) of their income is paid in rent.</p>

**San Francisco AIDS Foundation  
HIV Rental Subsidies**

**Appendix A-1  
07/01/2021 – 06/30/2023  
General Fund**

### **1. Identifiers:**

San Francisco AIDS Foundation – HIV Rental Subsidies  
1035 Market St., Suite 400, SF, CA 94103  
415-487-3000 Fax: 415-487-3009

Richard Hill, Government Contracts Director 415-487-8042 rhill@sfsf.org

**2. Transaction:** Original [ X ] Contract Amendment [ ] RPB [ ]

### **3. Goals:**

#### **STANDARD RENTAL SUBSIDY PROGRAM (STD-RSP)**

The program's goal is to provide monthly financial assistance in the form of a rental subsidy to clients with disabling HIV or AIDS to help clients secure and maintain stable, safe, and affordable housing.

#### **SHALLOW RENTAL SUBSIDY (S-RSP)**

The program's goal is to provide monthly financial assistance in the form of a rental subsidy to extremely low-income HIV+ clients engaged in care at San Francisco's Centers of Excellence and other community providers of HIV care, as well as individuals exiting transitional housing to help them secure and maintain stable, safe and affordable housing.

#### **PARTIAL RENTAL SUBSIDY (P-RSP)**

The program's goal is to provide financial assistance in the form of rental subsidy to people with disabling HIV or AIDS who are in stable housing but who are imminently homeless because a high percentage (50% or more) of their income is paid in rent.

### **4. Target Population:**

The San Francisco AIDS Foundation strives to serve everyone. The primary focus of this program is to serve the following clients. Anyone who falls outside these populations will be referred to other programs, either within SFAF or to an appropriate agency or city program:

#### **STANDARD RENTAL SUBSIDY PROGRAM (STD-RSP)**

STD-RSP targeted population are San Francisco residents with disabling HIV/AIDS who are homeless, at risk of homelessness or marginally housed, and have extremely low incomes, which is defined by HUD, for new clients, as 30% of median income. Program participants accepted into the program prior to July 1, 1998 are under different eligibility criteria that is very low income 50% or below median income.

New rental subsidy recipients are in the process of learning how to live independently or are already capable of living independently. Their housing situation may be within unstable living environments or may be imminently or chronically homeless. Clients are referred from the City and County of San Francisco Plus Housing Program managed by Mayor's Office of Housing and Community Development (MOHCD). Additionally, clients are derived from all racial and ethnic backgrounds, and often meet the "severe need" or "special populations" definition having a history or are active drug users and/or have co-existing chronic psychiatric conditions. Initially Plus Housing will prioritize referral of people who meet program criteria and are ready to exit one of the Registered Facilities for the Chronically Ill (RCFCI) serving people living with HIV/AIDS in San Francisco to create vacancy for people in need of higher level of care.

STD-RSP provides rental assistance for our participant's household. A household is defined as one or more persons sharing the household, which may include an individual's significant other, husband, wife, child(ren), grandparent, sibling, parent, etc.

**SHALLOW RENTAL SUBSIDY (S-RSP)**

S-RSP targeted population is San Francisco residents; HIV-positive who are chronically, currently or imminently homeless due to rent burden exceeding 50% of their income. Additionally, clients are derived from all racial and ethnic backgrounds, and meet the “severe need” or “special populations” definition who may have a history or are active drug users and/or have co-existing chronic psychiatric conditions. All clients will be extremely low income (client annual income will not exceed 30% of median income as defined by HUD).

**PARTIAL RENTAL SUBSIDY (P-RSP)**

P-RSP targeted population is San Francisco residents; AIDS/HIV disabling who are imminently homeless due to rent burden exceeding 50% of their income. Participants are referred to the program from the City and County of San Francisco’s Plus Housing Program managed by Mayor’s Office of Housing and Community Development (MOHCD) and can live independently or with in-home assistance.

All clients will be very low-income (client income will not exceed 50% of median income). If in a roommate situation or living as a couple and/or family, the client’s portion of rent must be more than 50% of his/her income.

- a) **Third Party Reimbursement:** SFAF assures that all HIV Health Services (HHS) funds are only used to pay for 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/Interventions: Units of Service (UOS) and Unduplicated Clients (UDC)**

<b>Funds / Term</b>	<b>Unit of Service Description – Rental Subsidy</b>	<b>UOS</b>	<b>UDC</b>
General Fund 07/01/21 – 06/30/22	<b><i>Housing, Resident Days – Standard</i></b> 244 clients x 365 days = 89,060 Rental Subsidy Days	89,060	244
	<b><i>Housing, Resident Days – Shallow</i></b> 73 clients x 365 days = 26,645 Rental Subsidy Days	26,645	73
	<b><i>Housing, Resident Days – Partial</i></b> 13 clients x 365 days = 4,745 Rental Subsidy Days	4,745	13
<b>Total UOS Provided and UDC Served</b>		<b>120,450</b>	<b>330</b>
<b>Funds / Term</b>	<b>Unit of Service Description – Rental Subsidy</b>	<b>UOS</b>	<b>UDC</b>
General Fund 07/01/22 – 06/30/23	<b><i>Housing, Resident Days – Standard</i></b> 244 clients x 365 days = 89,060 Rental Subsidy Days	89,060	244
	<b><i>Housing, Resident Days – Shallow</i></b> 73 clients x 365 days = 26,645 Rental Subsidy Days	26,645	73
	<b><i>Housing, Resident Days – Partial</i></b> 13 clients x 365 days = 4,745 Rental Subsidy Days	4,745	13
<b>Total UOS Provided and UDC Served</b>		<b>120,450</b>	<b>330</b>

## **6. Methodology:**

The San Francisco AIDS Foundation (SFAF) Rental Subsidy Programs will operate between the hours of 9 a.m. to 5 p.m. Monday through Friday at 1035 Market Street, San Francisco.

### **STANDARD RENTAL SUBSIDY (STD-RSP)**

#### **Outreach, Recruitment, and Promotion**

As subsidy slots become available, SFAF staff calls the MOHCD Plus Housing program to get names as the single referral mechanism.

#### **Admission, Enrollment, and Intake Criteria and Process**

##### **Subsidy Eligibility Criteria**

- a. Resident of San Francisco
- b. Gross Annual Family Income no greater than 30% of median income as defined by HUD. HUD's figures for 2020 are:

<b>Family Unit</b>	<b>Income Cap</b>
1 Person Family	\$36,550
2 Person Family	\$41,800
3 Person Family	\$47,000
4 Person Family	\$52,200

<b>Family Unit</b>	<b>Income Cap</b>
5 Person Family	\$56,400
6 Person Family	\$60,600
7 Person Family	\$64,750
8 Person Family	\$68,950

- c. Individuals must be able to or be assisted to secure their own lease, and to be in the process of learning how to live independently or be capable of living independently in the unit once a lease agreement is signed.
- d. Disabling HIV or AIDS diagnosis.

Once referred to the program, the Non-Medical Case Manager (NMCM) will meet with the client to verify that eligibility criteria for the subsidy still apply to the client's current circumstances. SFAF provides the Plus Housing program staff with updates on all individual referrals. The Housing and Benefits Manager maintains regular contact with MOHCD Plus Housing to ensure the referral process functions as intended.

A second assessment will be made by the NMCM of the client's ability to live independently or client is in the process to learn how to live independently. If in question, the NMCM will refer the client to a medical or mental health provider for a formal assessment. If the assessment indicates that the client is unable to live independently, the NMCM links him/her to appropriate advocacy and notify the Plus Housing program of the client's particular housing needs.

Clients found not to be currently eligible for the program (for instance, those who no longer meet the program eligibility criteria) are referred back to Plus Housing for a referral to the next available appropriate housing program. If the client's eligibility changes at a later date, s/he is re-referred to SFAF for consideration when there is another opening in the Rental Subsidy Program.

#### **Acceptance into the Program**

Upon completion of the eligibility review, the NMCM goes over the STD-RSP policies and procedures booklet with the client. This document describes both the program's and clients' general requirements and expectations. Then, NMCM completes the intake and updates electronic information in ARIES and SFAF internal database.

Upon initial acceptance into the program, the prospective subsidy recipient is also given information regarding the unit size and rent cap for which s/he has been approved and a packet of information to assist in the housing search. This packet includes a letter of introduction explaining the subsidy program that clients may present to prospective landlords.

#### **Individual Housing Search**

The NMCM is available to clients to assist in their housing search by providing them materials, coaching and training, how to complete a rental application, how to conduct a housing interview, how to present the subsidy program to landlords, how to protect their confidentiality rights and inform them about their right and responsibilities as a tenant

with fixed income and a disability. NMCM provides clients with continuing support, suggestions, organizational and informational tips, and landlord/housing advocacy to assist with the housing search. NMCM works in coordination with clients and any other City's service providers assisting them in their housing search.

**Client Confidentiality**

SFAF maintains a Doing Business As fictitious business name known as the San Francisco Housing Coalition (SFHC). All rental subsidy payments are sent on the Coalition's Letterhead. The SFHC has its own phone number, business cards, letterhead stationery webpage and checks, thus ensuring that client confidentiality regarding HIV status is maintained by the program.

**Prospective Unit and House Inspections**

When clients locate a housing unit, the NMCM inspects the unit, following the Housing Quality Standards (HQS) procedure to ensure the unit meets minimum requirements criteria for health and safety. Every NMCM is a certified house inspector, who can conduct an inspection on demand for new clients, moves or when clients need documented evidence to present to landlords/property manager for building maintenance or tenant/landlords related disputes.

SFAF HQS are adapted from the HUD guidelines, which defines the minimum requirements that ensure the unit is habitable, safe and sanitary. The prospective client notifies the NMCM the need to inspect a unit by showing a completed, but not necessarily signed lease, rental agreement or a letter of intent to rent the unit. At all points in the inspection process described below, clients are either be directly involved with coordinating the inspection with the landlord or are in communication with the NMCM as the process proceeds.

A NMCM conducts the HQS within a week of the request. The unit is assessed in the following areas during each inspection: kitchen equipment, bathroom fixtures, building exterior, heating and plumbing conditions, general health and safety conditions, electrical fixtures, outlets, windows, locks, doors, conditions of the walls, floors and ceilings. The NMCM informs the client and landlord of all inspection results. A copy of the Unit Condition and Inventory Survey, which documents the inspection is placed in the individual client's chart.

If the unit fails the initial inspection, the NMCM coordinates a second HQS when the failed items have been reported as corrected by the landlord. If problems with the apartment still exist after the second inspection, the NMCM arranges for a third inspection to ensure that all initially documented problems have been corrected. If the apartment does not pass the third inspection, clients are asked to seek another unit. Once the unit passes the HQS, the NMCM notifies the client. An appointment is set up to complete the program's final paperwork, determine his/her rental share and agree upon a timeline for the first rental subsidy payment to be sent to the landlord.

**Rental Share Calculation**

The SFAF subsidy amount is the difference between the total rent for the unit and the client's rental share. The client's rental share is based on 30% of client's total adjusted monthly family income.

The NMCM is responsible for reviewing, and if necessary, making a recalculation of all program participants' rental share on at least an annual basis based on the client's income at that time. The program agreement advises subsidy recipients that SFAF expects notification if their monthly income or rent increases or decreases by \$40 at any other time and if there are changes in landlord/property managers or household configuration.

**Return to Work Efforts**

The program supports and encourages clients' efforts to return to work and staff is trained to council clients regarding work related issues. The program has policies and procedure to support rental subsidy clients that have been receiving disability benefits and are interested in working. A three-step policy is designed to allow client to try to explore if work is possible before it affects their participation in the rental subsidy program. It is also based on the idea that client will keep their NMCM informed of their work situation on a regular basis.

**Subsidy Activation**

Upon completion of the rent share calculation, the NMCM submits the paperwork to the Housing and Benefits Manager (HBM) for revision and final approval. The HBM then forwards subsidy packet to the SFAF Finance and Administrative Department with instructions to begin sending monthly subsidy payments to a specific

**San Francisco AIDS Foundation  
HIV Rental Subsidies**

**Appendix A-1  
07/01/2021 – 06/30/2023  
General Fund**

landlord/property manager. Concurrently, the NMCM mails a letter to the landlord and client displaying the amounts that are covered by the San Francisco Housing Coalition (SFHC) and the client's rental share.

SFAF mails the subsidy payment in enough time for the landlord to receive it by the 1st of each month (unless the initial rent/payment is due on another date). Program participants are expected to pay their rental share directly to the landlord on the due date, as stated in the lease. NMCM assesses the need to pay last month's rent and/or security deposit as a lease condition. If a security deposit is available through SFAF, the NMCM requires client and the landlord to sign a Security Deposit Agreement stipulating return of the deposit to San Francisco Housing Coalition (SFAF) when the client vacates the unit or to show documentation if part or the entire security deposit was used to repair the unit. When the first payment is sent, the client is responsible for finalizing and signing the lease with the landlord/property manager, as well as the security deposit agreement, if applicable. A copy of each document is kept in the client's file.

**Rent Caps** FY 2019 FMR

They are based on Housing Urban Development (HUD) Proposed Fair Market Rents (FMR). The program will adjust these figures to match any SF-HA increases/decreases should an adjustment take place during the contract period to ensure that clients have the best possible chance for utilizing their subsidy award.

UNIT SIZE	RENT CAPS
SRO	\$1,185
Studio	\$1,822
One Bedroom	\$2,255

UNIT SIZE	RENT CAPS
Two Bedroom	\$2,809
Three Bedroom	\$3,663

**Assessment and Service Plan**

After the subsidy has been activated in behalf of the client, the NMCM assists the subsidy participants to complete a comprehensive psychosocial, prevention and financial benefits assessment. Following the San Francisco DPH "Making the Connection: Standards of Care for Client-Center Services" and Center for Disease Control "Comprehensive Risk Counseling and Services", NMCM assesses eleven psychosocial, environmental, prevention and financial benefits categories. With the results, the NMCM assists clients to develop short or/long term objectives to stabilize their housing, strengthen connection to HIV care, and general well-being. Objectives on each category are recorded in ARIES' progress note section. NMCM provides information and referral to overcome any barriers to complete each objective, monitors and documents the progress and outcomes of each objective. NMCM focuses on housing and financial benefits needs and works closely with other City's service providers to prevent duplication of service and coordinate needed interventions.

**SFAF Internal Referrals**

Clients are also assessed for SFAF internal services. Client are invited to access other SFAF services and resources (not funded by this contract), such as prevention community building programs (Black Brothers Esteem, Latino Support Group, 50+ Network, and Trans Life); mental health and/or substance use services with Stonewall; participate in the needle exchange program and 6th Street Harm Reduction Center, and access health community resources through Strut. Depending on capacity, rental subsidy participants receive priority to access to resources within all SFAF programs and services.

**Referral to Case Management and Other Services**

At any time in the program's service delivery process, the rental subsidy client may be referred to a city-funded money management, legal assistance, mental health and/or primary care services. Such a referral could be made by client request and/or through the NMCM's assessment and determination of need.

Specific situations that automatically triggers a referral by the NMCM include, but are not exclusive to:

- Questions on Landlord and Tenant Rights and Responsibilities
- Budget Skills
- Declining health
- Behavioral challenges

SFAF recognizes that access to primary medical care and treatment adherence is critical to health outcomes and the well-being of the program's participants. Therefore, the NMCM makes every effort to link clients with medical

**San Francisco AIDS Foundation  
HIV Rental Subsidies**

**Appendix A-1  
07/01/2021 – 06/30/2023  
General Fund**

services. SFAF also views client advocacy as an essential service link and a tool central to the maintenance of a stable living situation. Program staff works closely with case management providers to ensure that timely access to case management support and/or peer advocacy is available to rental subsidy individuals, when appropriate.

Due to psychosocial and environmental challenges a segment of the Rental Subsidy participants demonstrate ongoing or sporadic high risk behaviors; NMCM will take an active role with this targeted sub-population to assess clients' behaviors and provide HIV/AIDS prevention support in the form of individual and/or group interventions to reduce the risk of infecting others and reduce the subsidy participant's exposure to other infections. In an effort to ensure clients maintain their housing, clients are required to enter money management if they show challenges in meeting financial responsibilities. This stipulation is described in the program agreement signed by the client at the time of the entry into the program. A letter of cooperation with Lutheran Social Services Money Management Program is maintained.

**SHALLOW RENTAL SUBSIDIES**

**Outreach, Recruitment, and Promotion**

As subsidy slots become available, SFAF staff calls the MOHCD Plus Housing program to get names as the single referral mechanism.

**Admission, Enrollment, and Intake Criteria and Process**

**Subsidy Eligibility Criteria**

- a. Resident of San Francisco.
- b. Gross Annual Family Income no greater than 30% of median income as defined by HUD 2020 figures are:

Family Unit	Income Cap
1 Person Family	\$36,550
2 Person Family	\$41,800
3 Person Family	\$47,000
4 Person Family	\$52,200

Family Unit	Income Cap
5 Person Family	\$56,400
6 Person Family	\$60,600
7 Person Family	\$64,750
8 Person Family	\$68,950

The program will adjust these figures to match any HUD increases/decreases should an adjustment take place during the contract period.

- c. HIV-positive.
- d. Currently or chronically homeless or imminently homeless (imminently homeless is defined as paying 50% or more of monthly income toward rent).

**Client Access**

The Plus Housing program at MOHCD will identify potential candidates and conduct a phone screening to assess client eligibility and interest in referral to S-RSP

HBM requests referrals from Plus Housing program. The NMCM schedules an appointment with client or a case conference with community agency case manager and client (if needed) to review client's eligibility. The NMCM also reviews the S-RSP policy and procedures to ensure that client understands the program requirements and expectations. If client already lives in a stable unit, the NMCM schedules an HQS appointment.

If client is looking for a unit, the NMCM follows these steps described above:

- Acceptance into the Program
- Individual Housing Search
- Client Confidentiality
- Prospective Unit and House Inspection

**Rental Share Calculation**

Income and rent caps are the same as the STD-RSP. Maximum subsidy award is based on a sliding scale displayed below. The maximum subsidy is displayed in the "Maximum Award Amount" column. Participants pay a minimum of 30% of income towards rent. Their rental share also includes any remaining total rent due after 30% of income plus the maximum award amount.

<b>Maximum Award Amount</b>	<b>1-person income</b>	<b>Couple income</b>	<b>Family of 3</b>	<b>Family of 4</b>
<b>\$545</b>	\$1 - \$650	\$1 - \$900	\$1-\$1,000	\$1-\$1,075
<b>\$510</b>	\$651 - \$1,000	\$901 - \$1,425	\$1,001-\$1,575	\$1,076-\$1,900
<b>\$460</b>	\$1,001 - \$1,275	\$1,426 - \$1,950	\$1,576-\$1,900	\$1,901-\$2,300
<b>\$425</b>	\$1,276 - \$2,304	\$1,951 - \$2,633	\$1,901-\$2,962	\$2,301-\$3,663

### **Service Delivery Model**

#### **Clients' Continuing Participation**

NMCM constantly communicates with community case managers to avoid duplication of services and ensure client maintains stable housing and a strong connection to HIV care.

#### **Signed Formal Agreement**

The cooperative relationship between community case managers and SFAF is documented in formal agreements with community agencies. The Memorandum of Understanding forms the basis for this agreement.

The agreement outlines each agencies responsibility and includes the information outlined below. Each agency is responsible for compliance with the terms of the signed agreement. If either agency expresses concern that the partner agency is not in complete compliance, HBM calls the community agency contact person to address the concerns. If this is does not address the concerns, HBM contacts community agency director to address the issues and the final step is for representatives from both agencies to meet and address the concerns, develop and implement a solution.

#### **Responsibilities of the San Francisco AIDS Foundation**

The San Francisco AIDS Foundation (SFAF) agrees to:

1. Track S-RSP participant's connection to community agencies. Report to the Department of Public Health (DPH) the number of nights of shallow rent subsidy assistance each client received during a contract year. A record of all shallow rent subsidies administered by SFAF will be tracked through the ARIES and internal SFAF electronic system each month.
2. Meet with all clients referred for shallow subsidies to complete the intake process. This process entails confirming eligibility, computing the subsidy amount, signing the Program Agreement between the client and SFAF, and notifying the client, the landlord when the subsidy will begin.
3. Conduct housing inspections on all units referred and otherwise determined eligible for possible shallow rent subsidies.
4. Provide a Non-Medical Case Manager for all clients to serve as a contact person for subsidy-related services as needed. The SFAF Non-Medical Case Manager will obtain signed releases of information for community agency case managers, and work in coordination with them as necessary.
5. Re-certify clients' eligibility for the program on an annual basis, with the assistance of community agency case managers as necessary.
6. Track and monitor the number of subsidies being administered and the current expenditure levels.
7. Foster good relationships with community agencies to ensure excellent service provision for program participants and strengthen their connection to HIV care.
8. SFAF maintains the right to provide shallow subsidy services to clients according to the program policies and procedures stipulated in the Shallow Subsidy Program Agreement and the funding contract signed with the DPH.

### **PARTIAL RENTAL SUBSIDIES**

#### **Outreach, Recruitment, and Promotion**

As subsidy slots become available, SFAF staff calls the MOHCD Plus Housing program to get names as the single referral mechanism.



A NMCM meets with client and reviews all information indicated on the comprehensive intake. This information assists staff to determine client's eligibility and ability to live independently. If substance use and/or mental health issues are evident at the time of intake and appear to be significant in scope, the client is referred to undergo a clinical assessment.

If the client is found to be ineligible for the program, for instance, cannot live independently, or is not imminently homeless as defined below, s/he is referred back to Plus Housing for more appropriate housing. If the client is appropriate for the P-RSP, s/he is asked to submit additional documentation and a HQS is conducted of the client's unit. P-RSP unlike the STD-RSP, provides rental assistance for individuals rather than households.

Previous years' experience indicates that P-RSP screening prepares clients to transfer to the STD-RSP when/if their financial circumstance merits additional support and they meet criteria for participation in STD-RSP and an opening occurs, as requested documents are checked and verified, and clients' housing units have already been inspected to ensure they meet housing quality standards.

### **Acceptance into the Program**

Upon completion of the eligibility review, the NMCM goes over the P-RSP policies and procedures booklet with the client. This document describes both the program's and clients' general requirements and expectations. Then, NMCM completes the intake and updates electronic information in ARIES and SFAF internal database.

### **Eligibility Criteria**

1. Client must be a resident of San Francisco.
2. Client must verify "very low" income status as defined by HUD. The client's annual income may not exceed 50% of median income (\$51,350 for 2018). Acceptable forms of verification may include financial statement from the public benefits source or paycheck documentation if the client is working.
3. Client's current monthly rent equals or exceeds 50% of his/her monthly income (**this eliminates the rental caps used currently for participants in the full subsidy program**). If in a roommate situation or a couple/family, the client's portion of rent must be more than 50% of his/her income.
4. Client must be able to live independently or with in-home assistance.
5. Client must have had stable housing in the apartment being considered for a partial subsidy for at least three months.
6. Client must present a signed copy of the current lease agreement indicating monthly rent, terms of the lease and number of residents. If the client's name is not on the lease, the program requires a letter from the named tenant indicating that the client is subletting from the primary lease holder and from the landlord indicating that client is a current tenant and has been for at least three months.
7. Client must provide a letter of diagnosis for disabling HIV/AIDS.
8. Client's rental unit must meet HQS regulations specified by HUD.

### **Financial Management**

SFAF regularly convenes a subsidy financial management meeting, attended by the Director of Government Contracts, the Contract and Budget Manager, and Housing and Benefits Manager to monitor the performance of the SFAF Rental Subsidy Program. The group reviews the prior month financial data, monitor contract compliance, monthly landlord payment data, and allow timely program management of the subsidy program.

SFAF utilizes a Housing Subsidy Monitoring Report to monitor financial data. The report allows the program to monitor average, actual and projected subsidy program costs by funding source. The report compares actual spending to funding source budgets to avoid any cost overruns or potential under-spending of funds. The report allows the program to forecast and address future capacity of the subsidy program and enable the program staff to determine how and when to fill vacancies by set-aside population based on available funding.

### **Cultural Competency**

SFAF ensures that the rental subsidy programs provide culturally competent services through its ongoing staff development activities. SFAF ensures that program staff is trained to recognize, understand and respect the different cultural backgrounds of Subsidy Program participants. Spanish-speaking SFAF staff works with monolingual

**San Francisco AIDS Foundation  
HIV Rental Subsidies****Appendix A-1  
07/01/2021 – 06/30/2023  
General Fund**

Spanish-speaking clients to ensure their needs are understood and met. All program promotional materials are available in English and Spanish.

Participating staff is encouraged to take an active role in program development activities and to provide feedback to managing staff through routine individual supervision meetings, and unit/program meetings to ensure a responsive and respectful program design and service delivery.

**Program Staffing**

The position title, job responsibilities, and minimum qualifications of each contract funded staff position involved in the delivery of program services are explained below.

The Housing and Benefits Manager (HBM) is responsible for the overall oversight of the three subsidy programs and services. The HBM is responsible for on-going monitoring of program staff progress and the contract budget to ensure overall contract compliance, including tracking staff and program progress related to contract deliverables. The HBM also oversees staff training and development. Additional duties include development and monitoring of long-range planning.

The Director of Government Contracts is responsible for coordinating all program evaluation activities, including the design, testing, implementation and analysis of all evaluation data collection in conjunction with the HBM and other program staff. This position is also responsible for completion of all evaluation and reporting requirements to DPH.

The Contract and Budget Manager is responsible for managing the fiscal aspects of the housing subsidies program, including monitoring clients' subsidy eligibility and award calculations, developing spreadsheet and database systems to monitor client and landlord information and subsidy payments, processing monthly landlord payment requests, and generating periodic financial monitoring and forecasting reports. Supervises portions of the Payment Coordinator functions and serves as the primary liaison for HBD on fiscal matters.

The NMCM provides direct services to persons with HIV/AIDS in acquiring services needed to assist subsidy clients in maintaining stable housing, including the administration of a housing subsidy. NMCM also ensures clients obtain all needed support services, including information and referrals, and is responsible for verifying initial housing inspections and for providing housing advocacy services. Additionally, they perform all individual rental share calculations for the STD- S- and P-RSP clients and assure that the inspections of all rental subsidy units have been completed.

NMCM is responsible for developing housing resources for the STD-RSP potential participants, as well as attempting to identify more appropriate housing options for clients no longer eligible for the program. They provide ongoing assistance and advocacy to individuals who are locating units, including assisting with lease preparation, making payment arrangements and negotiating with landlords as needed. Each NMCM screens clients for eligibility, collect and verify admission criteria documentation, review individual income data and make the client share and subsidy portion determinations on an annual basis.

For S- and P-RSP participants, the NMCM is responsible for all HQS and performs all individual subsidy and rental share calculations for each client. The NMCM also verifies admission criteria documentation, review individual income data, facilitate monthly subsidy payments, and make the shallow rental subsidy and client rental share determinations on an annual basis.

**ARIES Database**

SFAF collects and submits all required data through the AIDS Regional Information & Evaluation System (ARIES). ARIES is a client management system designed for HHS providers. ARIES enhances care provided to clients with HIV by helping agencies automate, plan, manage, and report on client data and services. ARIES is applicable for all Ryan White-eligible clients receiving services paid by any HHS source of funding. ARIES protects client records by ensuring only authorized agencies have access. ARIES data are safely encrypted and are kept confidential. Client information relating to mental health, substance abuse, and legal issues are only available to a limited group of an agency's personnel. Authorized, ARIES-trained personnel are given certificate-dependent and password-protected access to only the information for which that person's level of permission allows.

SFAF participates in the planning and implementation of its HIV client data into the ARIES database. SFAF 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, after confirming with HIV Health Services (HHS) staff that the client does not exist in the system. 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.

### **Incentive Distribution**

Incentives, which include Grocery Safeway Cards, MUNI tokens, Household Goods Vouchers, and Fast Food Vouchers are made available to all rental subsidy clients, upon availability. Each kind of voucher listed below is utilized by NMCM as incentives in their ongoing efforts to support the clients' needs and efforts towards housing situation stabilization and self-advocacy.

**Grocery Vouchers:** Depending on clients' specific needs and circumstances, NMCM provides a \$50 Gift Card.

**MUNI Tokens:** NMCM utilizes bus tokens to assist clients in their on-going client stabilization efforts. For example, bus tokens could be given to a client who is looking for housing, needs to keep a medical, substance abuse treatment or social support services appointments.

**Household Goods Vouchers:** Every new client has access to \$200 worth of Goodwill Vouchers upon admission and depending on client needs to get household goods to stabilize clients' housing condition. Thereafter, RSP clients can access up to \$50 worth of Goodwill Vouchers on a yearly basis if client confronts financial hardship. Special emergencies and circumstance are evaluated on behalf of client; NMCM consults with other services providers and HBD to dispense additional vouchers.

**Fast Food Vouchers:** Depending on need and client-specific circumstances, most clients receive a \$5 or \$10 Fast Food voucher at a time.

All vouchers are stored in a locked file cabinet located in the agency's Finance Department and select a small amount to place in a locked file cabinet in the locked chart room in the program and service area for easy access. NMCM distributes the vouchers according to the department's voucher policy and procedure. Every distributed voucher is recorded in a SFAC-voucher receipt and entered in ARIES as unit of service. The original copy of the voucher receipt is placed in client chart and the copy is placed in the locked file cabinet. HBD maintains an inventory of all vouchers disbursed and on hand.

### **7. Objectives and Measurements:**

All objectives, and descriptions of how objectives will be measured, are contained in the SFDPH document entitled HHS Performance Objectives.

### **8. Continuous Quality Improvement:**

The following is a summary of steps taken by SFAC to ensure that all services follow professional and program standards.

**Quality Improvement Plan:** SFAC HBD is responsible for the development, implementation and review of the department's quality improvement plan. In general, staff oversight and performance monitoring are facilitated through bimonthly supervision and weekly departmental administrative and clinical meetings. Policies regarding staff conduct are clearly delineated in the agency's Personnel and Policy Manual, a copy of which is distributed to all new employees. Training and in-service are facilitated and scheduled as needed (Review of Staff Training Plan).

**Infection Control/TB Control Universal Precautions:** All program staff is required to receive annual PPD (TB) screenings or every two year present the result of chest-x rays and an infection control/universal precautions training is provide to information staff regarding the potential spread of infectious illnesses to persons with compromised immune systems.

**Review of Staff Training Plan:** SFAF requires program staff to attend in-services and training on topics relevant to the program's work with targeted client populations. In-service and training are designed to improve linkage with other service providers, facilitate access to services and improve quality of program services.

**Medical Protocol:** All emergencies are handled by the Manager Officer of the Day (MOD), a rotating group of managerial staff, whose function is to handle all types of emergencies including disruptive behaviors, violence or medical or substance abuse crises. In a medical emergency, the MOD first calls for medical assistance, and then personally assists the individual when possible.

Monthly statement of deliverables and invoice, narrative reports, annual administrative reports, monitoring report protocols, and any other reports or forms is submitted in a timely manner to the Department of Public Health

**Chart Review:** The HBM conducts a review of 15% of randomly selected subsidy participants' confidential charts and corresponding electronic record (ARIES and SFAF internal database) through regular bi-weekly chart review from all NMCM caseloads. A Quality Assurance and Quality Improvement (QA/QI) Chart Review Form is used to facilitate the process and assure that all Federal, State, Local and agency's requirements are met for each reviewed chart. If a discrepancy is identified, HBM addresses discrepancies with corresponding NMCM during individual supervision, develops and implements a correction plan to meet all requirements within a month from the meeting. The QA/QI individual Chart Review Forms is kept together with a Chart Review Log in a binder in the chart room in a locked cabinet for internal and external reviews.

**Client Satisfaction Survey:** At least once a year, the program will administer and analyze an anonymous Client Satisfaction Survey. The results will be documented in the client satisfaction survey summary and analysis section in the Administrative Binder. Results should show that 80% of clients responding to the anonymous client satisfaction survey are either "satisfied" or "very satisfied" with program services.

**HIPAA Requirements:** The HBM monitors compliance with six standards listed below:

1. DPH Privacy Policy is integrated in the program's governing policies and procedures regarding client privacy and confidentiality. As Measured by: Evidence that the policy and procedures that abides by the rules outlined in the DPH Privacy Policy have been adopted, approved and implemented.
2. All staff who handles client health information are trained (including new hires) and annually updated in the program's privacy/confidentiality policies and procedures. As Measured by: Documentation exists showing individuals were trained.
3. A Privacy Notice that meets the requirements of the Federal Privacy Rule (HIPAA) is written and provided to all clients served in their threshold and other languages. If document is not available in the client's relevant language, verbal translation is provided. As Measured by: Evidence in client's chart or electronic file that client was "noticed".
4. A Summary of the above Privacy Notice is posted and visible in registration and common areas of treatment facility.  
As Measured by: Presence and visibility of posting in said areas.
5. Each disclosure of a client's health information for purposes other than treatment, payment, or operations is documented. As Measured by: Documentation exists.
6. Authorization for disclosure of a client's health information is obtained prior to release (1) to providers outside the DPH Safety Net or (2) from a substance abuse program. As Measured by: An authorization form that meets the requirements of the Federal Privacy Rule (HIPAA) is signed and in client's chart/file.

## 9. Required Language:

- |                                   |                                  |
|-----------------------------------|----------------------------------|
| A. Third Party Reimbursement:     | See Target Population, Pages 1-2 |
| B. Enrollment Priority and Income | See Target Population, Pages 1-2 |
| C. Client Eligibility             | See Target Population, Pages 1-2 |
| D. Client Retention               | N/A                              |

**San Francisco AIDS Foundation  
HIV Rental Subsidies**

**Appendix A-1  
07/01/2021 – 06/30/2023  
General Fund**

- E. ARIES Database See ARIES Database, Page 9
- F. Vouchers See Incentive Distribution, Page 10
- G. Objectives See Objectives, Page 10
- H. Standards of Care N/A
- I. Termination of Services: In the event that SFAF decides that it can no longer provide the services for which it has contracted under this agreement SFAF 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, SFAF 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

#### HIV Rental Subsidies

B. Contractor understands that, of the maximum dollar obligation listed in section 3.3.1 of this Agreement, **\$1,007,961** 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>
<b>Original Agreement</b>	<b>07/01/2021 – 06/30/2022</b>	<b>General Fund</b>	<b>\$4,199,836</b>
<b>Original Agreement</b>	<b>07/01/2022 – 06/30/2023</b>	<b>General Fund</b>	<b>\$4,199,836</b>
		Total	\$8,399,672
		Contingency (07/01/2021 – 06/30/2023)	<u>\$1,007,961</u>
		(This equals the total NTE)Total	\$9,407,633

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 #: 1000020925							Appendix B
DPH Section: HHS							Contract Term : 7/1/21-6/30/23
Check one: <input checked="" type="checkbox"/> Original Agreement <input type="checkbox"/> Amendment <input type="checkbox"/> Revision to Program Budgets							Current Funding Notification Date: 02/26/21
Agency/Contractor Name: San Francisco AIDS Foundation							FN1
Program/Provider Name:	Rental Subsidies	Rental Subsidies					TOTALS
Appendix Number:	A-1/B-1	A-1/B-1a					
Appendix Term:	7/1/21-6/30/22	7/1/22-6/30/23					
<b>EXPENSES</b>							
Salaries	\$ 515,762	\$ 515,762					\$ 1,031,524
Employee Benefits	\$ 139,256	\$ 139,256					\$ 278,512
<b>Total Personnel Expenses</b>	<b>\$ 655,018</b>	<b>\$ 655,018</b>					<b>\$ 1,310,036</b>
Employee Fringe Benefit Rate	27.0%	27.0%					27.0%
Operating Expense	\$ 3,163,015	\$ 3,163,015	\$ -	\$ -	\$ -	\$ -	\$ 6,326,030
<b>Subtotal Direct Costs</b>	<b>\$ 3,818,033</b>	<b>\$ 3,818,033</b>		\$ -	\$ -	\$ -	<b>\$ 7,636,066</b>
Indirect Cost Amount	\$ 381,803	\$ 381,803					\$ 763,606
Indirect Cost Rate (%)	10.0%	10.0%					10.0%
<b>Total Expenses</b>	<b>\$ 4,199,836</b>	<b>\$ 4,199,836</b>	\$ -	\$ -	\$ -	\$ -	<b>\$ 8,399,672</b>
<b>REVENUES &amp; FUNDING SOURCES</b>							
<b>DPH Funding Sources (select from drop-down list)</b>							
HHS COUNTY GF	4,199,836	4,199,836					8,399,672
<b>Total DPH Revenues</b>	<b>\$ 4,199,836</b>	<b>\$ 4,199,836</b>	\$ -	\$ -	\$ -	\$ -	<b>8,399,672</b>
<b>Total Revenues (DPH and Non-DPH)</b>	<b>\$ 4,199,836</b>	<b>\$ 4,199,836</b>	\$ -	\$ -	\$ -	\$ -	<b>\$ 8,399,672</b>
Cost Reimbursement (CR) or Fee-For-Service (FFS)	(CR)	(CR)	(CR)	(CR)	(CR)	(CR)	
Prepared By L Zapatka lzapatka@sfaf.org		Phone #					



Contractor: San Francisco AIDS Foundation  
 Program: HIV Rental Subsidies

Appendix: **B-1**  
 Appendix Term: **7/1/21-6/30/22**  
 Funding Source: **HHS COUNTY GP**

**UOS COST ALLOCATION BY SERVICE MODE**

Service Modes:		Standard		Shallow		Partial				
		Residential Program and Subsidies		Residential Program and Subsidies		Residential Program and Subsidies				
Position Titles	Annualized FTE	Salaries	% FTE	Salaries	% FTE	Salaries	% FTE	Salaries	% FTE	Totals
Housing & Benefits Manager	0.64	33,858	60%	20,314	36%	2,257	4%		0%	56,429
Director of Government Grants	0.15	10,088	60%	6,053	36%	672	4%		0%	16,813
Housing Subsidies Administrator	0.25	10,919	60%	6,552	36%	728	4%		0%	18,199
Database Manager	0.20	17,060	60%	10,236	36%	1,137	4%		0%	28,433
Case Managers (CM)	4.00	149,672	60%	89,963	36%	9,985	4%		0%	249,620
Services Lobby Manager	0.60	34,914	14%	20,948	8%	2,328	1%		0%	58,190
Triage Assistant	1.75	52,847	21%	31,708	13%	3,523	1%		0%	88,078
<b>Total FTE &amp; Salaries</b>	<b>7.59</b>	<b>309,358</b>	<b>60%</b>	<b>185,774</b>	<b>36%</b>	<b>20,630</b>	<b>4%</b>	-	0%	<b>515,762</b>
Fringe Benefits	27.00%	83,527	60%	50,159	36%	5,570	4%	-	0%	139,256
<b>Total Personnel Expenses</b>		<b>392,885</b>	<b>60%</b>	<b>235,933</b>	<b>36%</b>	<b>26,200</b>	<b>4%</b>	-	0%	<b>655,018</b>
<b>Operating Expenses</b>		<b>Expense</b>	<b>%</b>	<b>Expense</b>	<b>%</b>	<b>Expense</b>	<b>%</b>	<b>Expense</b>	<b>%</b>	<b>Totals</b>
<b>Total Occupancy</b>		54,411	60%	32,646	36%	3,627	4%		0%	90,684
<b>Total Materials and Supplies</b>		13,928	60%	8,357	36%	928	4%		0%	23,213
<b>Total General Operating</b>		2,530,768	83%	457,368	15%	60,982	2%		0%	3,049,118
<b>Total Operating Expenses</b>		<b>2,599,107</b>	<b>82%</b>	<b>498,371</b>	<b>16%</b>	<b>65,537</b>	<b>2%</b>	-	0%	<b>3,163,015</b>
<b>Total Direct Expenses</b>		2,991,992	78%	734,304	19%	91,737	2%	-	0%	3,818,033
<b>Indirect Expenses</b> 10.0%		299,199	78%	73,430	19%	9,174	2%	-	0%	381,803
<b>TOTAL EXPENSES</b>		<b>3,291,191</b>	<b>78%</b>	<b>807,734</b>	<b>19%</b>	<b>100,911</b>	<b>2%</b>	-	0%	<b>4,199,836</b>
<b>Unit of Service Type</b>		<b>Day Subsidy</b>		<b>Day Subsidy</b>		<b>Day Subsidy</b>		<b>0</b>		
Number of UOS per Service Mode		89,060		26,645		4,745				<b>120,450</b>
Cost Per UOS by Service Mode		\$36.96		\$30.32		\$21.27		\$0.00		<b>N/A</b>
Number of UDC/NOC per Service Mode		244		73		13				<b>330</b>

Rev: 02/18

**BUDGET JUSTIFICATION****Contractor Name** San Francisco ADIS FoundationAppendix: B-1**Program Name:** HIV Rental SubsidiesAppendix Term: 7/1/21-6/30/22Funding Source: General Fund**1a) SALARIES**

Staff Position 1	<b>Housing &amp; Benefits Manager</b>				
Brief duties related to this program and clients served	The HBD will be responsible for the overall oversight of the Housing & Benefits Department's programs and services; including its housing programs. The position will be responsible for on-going monitoring of program staff progress and the contract budget to ensure overall contract compliance, including tracking staff and program progress related to contract deliverables. The HBM will also oversee staff training and development. Additional duties include development and monitoring of long range planning.				
Degree, license (if applicable), experience	<i>Minimum Qualifications:</i> B.S.W. or similar related degree; a minimum of ten years' experience in the field of human service, including a minimum of two years as program manager performing such functions as program quality assurance and improvement, budget development, and community collaboration. Ability to respond quickly and articulately in a public forum.				
	Annual Salary	x Base FTE	x Mos per Yr	Annualized FTE if < 12 mo	<b>Total</b>
	88,170	0.64	12	0.64	<b>\$ 56,429</b>

Staff Position 2:	<b>Director of Government Grants</b>				
Brief duties related to this program and clients served	Coordinates program evaluation activities, including design, testing, implementation and analysis of evaluation data collection in conjunction with Housing & Benefits Director and other prog staff. also responsible for completion of all evaluation and reporting requirements to DPH.				
Degree, license (if applicable), experience	<i>Minimum Qualifications:</i> Bachelor's degree in Social Work, Liberal Arts or related field with two years experience in health services government contracts management and negotiations; development of applications for government contracts, and contract monitoring and compliance.				
	Annual Salary	x Base FTE	x Mos per Yr	Annualized FTE if < 12 mo	<b>Total</b>
	112,084	0.15	12	0.15	<b>\$ 16,813</b>

Staff Position 3:	<b>Housing Subsidies Administrator</b>				
Brief duties related to this program and clients served	Manages fiscal aspects of housing subsidies prog, including monitoring client subsidy eligibility and award calculations, developing spreadsheet and database systems to monitor client and landlord information and subsidy payments. Processes monthly landlord payment requests.				
Degree, license (if applicable), experience	<i>Minimum Qualifications:</i> bachelor's and 3 yrs exp in government contract administration or accounting in a computerized non-profit accounting environment, or in lieu of a college degree six years' experience in government contract administration or accounting in a computerized non-profit accounting environment. Spreadsheet and word processing skills are required. Database management skills are preferred.				
	Annual Salary	x Base FTE	x Mos per Yr	Annualized FTE if < 12 mo	<b>Total</b>
	72,794	0.25	12	0.25	<b>\$ 18,199</b>

Staff Position 4:	<b>Database Manager</b>				
Brief duties related to this program and clients served	Responsible for the maintenance of the agencies databases. Insures data integrity for data collection & evaluation.				
Degree, license (if applicable), experience	<i>Minimum Qualifications:</i> Bachelor's degree or at least five years experience in information technology programs.				
	Annual Salary	x Base FTE	x Mos per Yr	Annualized FTE if < 12 mo	<b>Total</b>
	142,163	0.20	12	0.20	<b>\$ 28,433</b>

<b>Staff Position 5: Case Managers (CM)</b>					
Brief duties related to this program and clients served	Provide direct services to persons with HIV/AIDS in acquiring services needed to assist subsidy clients in maintaining stable housing, including the administration of a housing subsidy. In addition to all duties related to subsidy administration, CMs will ensure that clients obtain all needed support services, including information and referrals, as needed. Each CM will be responsible for verifying initial housing inspections and for providing housing advocacy services. Additionally, the CM will perform all individual rental share calculations for the Standard, Partial and Shallow Rental Subsidy Program clients, and assure that the inspections of all rental subsidy units have been completed. The CM will also verify admission criteria documentation, review individual income data, facilitate monthly subsidy payments, and make the shallow rental subsidy and client rental share determinations on an annual basis.				
Degree, license (if applicable), experience	<i>Minimum Qualifications:</i> Two years in the provision of housing advocacy services for low income individuals accessing affordable housing; experience working with people with HIV/AIDS and knowledge of SF housing resources.				
	Annual Salary	x Base FTE	x Mos per Yr	Annualized FTE if < 12 mo	<b>Total</b>
	62,405	4.00	12	4.00	<b>\$ 249,620</b>

<b>Staff Position 6: Services Lobby Manager</b>					
Brief duties related to this program and clients served	Provides support to clients in checking them in for appointments and rescheduling of future appointments; providing referral information and onsite assistance with technology equipment in services lobby area. Manage the scheduling of client rooms and flows of all clients in the lobby area. also provides supervision of all Triage Associates. Provide de-escalation efforts as needed for individual clients.				
Degree, license (if applicable), experience	<i>Minimum Qualifications:</i> Two years of demonstrated program assistance, experience working with people with HIV/AIDS, knowledge of SF housing resources.				
	Annual Salary	x Base FTE	x Mos per Yr	Annualized FTE if < 12 mo	<b>Total</b>
	96,983	0.60	12	0.60	<b>\$ 58,190</b>

<b>Staff Position 7: Triage Assistant</b>					
Brief duties related to this program and clients served	Provides administrative support to SFAF Housing & Benefits Department staff by maintaining housing client information; assisting with payment coordination; generating internal and external reports, and performance general office duties.				
Degree, license (if applicable), experience	<i>Minimum Qualifications:</i> Two years of demonstrated general administrative or program assistance. High school diploma or equivalent.				
	Annual Salary	x Base FTE	x Mos per Yr	Annualized FTE if < 12 mo	<b>Total</b>
	50,330	1.75	12	1.75	<b>\$ 88,078</b>

**Total FTE, Base: 7.59                      Annualized: 7.59**

**1b) EMPLOYEE FRINGE BENEFITS:**

**Total Salaries: \$ 515,762**

	<b>Component</b>	<b>Cost</b>
	Social Security	\$ 39,455.79
	Retirement	\$ 9,851.05
	Medical/Dental	\$ 53,278.21
	Unemployment Insurance	\$ 2,681.96
	Disability Insurance	\$ 31,306.75
	Other (Workers Comp):	\$ 2,681.96

**Total Fringe Benefit: \$ 139,256**

**Fringe Benefit %: 27.00%**

<b>TOTAL SALARIES &amp; EMPLOYEE FRINGE BENEFITS: \$ 655,018</b>
--

**2) OPERATING EXPENSES:****Occupancy:**

Expense Item	Concise/ Specific Description	Rate/Formula	Cost
Rent	Rental of office space at a monthly rate of \$950.00/FTE.	7.59 FTE x \$950 x 12 mos.	\$ 86,526
Repair & Maintenance	Repairs of office & facility at a rate of \$11.84/FTE.	7.59 FTE x \$11.84 x 12 mos.	\$ 1,078
Utilities	Telephone charges based on a rate of \$33.82/FTE.	7.59 FTE x \$33.82 x 12 mos.	\$ 3,080
<b>Total Occupancy:</b>			<b>\$ 90,684</b>

**Materials & Supplies:**

Expense Item	Concise/ Specific Description	Rate/Formula	Cost
Office Supplies	Office supplies for program staff at a rate of \$56.08/FTE.	7.59 FTE x \$56.08 x 12 mos.	\$ 5,108
Postage	Postage for monthly mailing of checks and client surveys.	approx. 461/mo x \$0.55 x 12	\$ 3,040
Program Materials	Household good, & food vouchers to include Safeway 345 cards @ \$35 each=\$12,075; Trader Joes gift cards 186 @ \$15 each = \$2,790; Safeway cards 20 @ \$10 each=\$200.		\$ 15,065
<b>Total Materials &amp; Supplies:</b>			<b>\$ 23,213</b>

**General Operating:**

Expense Item	Brief Description	Rate/Formula	Cost
Subsidies	A total of 120,450 resident days of housing for 330 clients. The UOS commitment is based on 26,645 resident days of subsidized rent for 73 shallow rental clients; 4,745 resident days for 13 partial rental clients and 89,060 resident days of standard subsidized rent for 244 clients. Subsidy amounts requested are based on SFAF's experience rates.	Std Subsidies \$890.03 x12 x 244 = \$2,606,008; Partial; subsidies \$344.04 x 12 x 13 = \$53,670; Shallow Subsidies \$431.27 x 12 x 73 = \$377,793	\$ 3,037,471
Insurance	Occupancy insurance allocates based one cost of \$39.55/FTE.	7.59 FTE x \$39.55 x 12 mos	\$ 3,602
Storage	Offsite storage for client records, base d on rate of \$5.00/ FTE.	7.59 FTE x \$5.00 x 12 mos	\$ 455
Staff training	Webinars and training materials relating to improving housing conditions for PLWH/A.	Annual cost \$500	\$ 500
Rental/Maintenance of equipment	Copier leases based on SFAF's mo experience rate of \$35.84 per FTE. Maintenance agreements for office equipment based on SFAF's mo experience rate of \$42.01 per FTE per month.	Rental @7.59 FTE x \$35.84 x 12 mos = \$3,264; Maintenance @ 7.59 FTE x \$42.01 x 12 mos = 3,826	\$ 7,090
<b>Total General Operating:</b>			<b>\$ 3,049,118</b>

<b>TOTAL OPERATING EXPENSES:</b>	<b>\$ 3,163,015</b>
----------------------------------	---------------------

<b>TOTAL DIRECT COSTS:</b>	<b>\$ 3,818,033</b>
----------------------------	---------------------

**4) INDIRECT COSTS****Amount**

Admin costs totaling \$381,804 which is ten percent (10%) of the contract's direct expenses to partially reimburse SFAF, which currently spends approximately 29.8% of its resources on indirect expenses to manage its programs. Administrative resources, i.e., salaries, benefits and operating expenses of Finance and Administrative Director, Controller, Assist Controller, Payroll Accountant, Payables Accountant, Budget Director, Budget Analysts; Office Svcs Mngr, Office Assistants, IT, H.R., CEO and their assistant.	\$ 381,803

Indirect Rate: 10.00%

<b>TOTAL INDIRECT COSTS:</b>	<b>\$ 381,803</b>
------------------------------	-------------------

<b>TOTAL EXPENSES:</b>	<b>\$ 4,199,836</b>
------------------------	---------------------

Contractor: San Francisco ADIS Foundation  
 Program: HIV Rental Subsidies

Appendix: **B-1a**  
 Appendix Term: **7/1/22-6/30/23**  
 Funding Source: **HHS COUNTY GF**

**UOS COST ALLOCATION BY SERVICE MODE**

Service Modes:		Standard		Shallow		Partial				Totals
		Residential Program and Subsidies		Residential Program and Subsidies		Residential Program and Subsidies				
Position Titles	Annualized FTE	Salaries	% FTE	Salaries	% FTE	Salaries	% FTE	Salaries	% FTE	
Housing & Benefits Manager	0.64	33,858	60%	20,314	36%	2,257	4%		0%	56,429
Director of Government Grants	0.15	10,088	60%	6,053	36%	672	4%		0%	16,813
Housing Subsidies Administrator	0.25	10,919	60%	6,552	36%	728	4%		0%	18,199
Database Manager	0.20	17,060	60%	10,236	36%	1,137	4%		0%	28,433
Case Managers (CM)	4.00	149,672	60%	89,963	36%	9,985	4%		0%	249,620
Services Lobby Manager	0.60	34,914	14%	20,948	8%	2,328	1%		0%	58,190
Triage Assistant	1.75	52,847	21%	31,708	13%	3,523	1%		0%	88,078
<b>Total FTE &amp; Salaries</b>	<b>7.59</b>	<b>309,358</b>	<b>60%</b>	<b>185,774</b>	<b>36%</b>	<b>20,630</b>	<b>4%</b>	-	0%	<b>515,762</b>
Fringe Benefits	27.00%	83,527	60%	50,159	36%	5,570	4%	-	0%	139,256
<b>Total Personnel Expenses</b>		<b>392,885</b>	<b>60%</b>	<b>235,933</b>	<b>36%</b>	<b>26,200</b>	<b>4%</b>	-	0%	<b>655,018</b>
<b>Operating Expenses</b>										
		<b>Expense</b>	<b>%</b>	<b>Expense</b>	<b>%</b>	<b>Expense</b>	<b>%</b>	<b>Expense</b>	<b>%</b>	<b>Totals</b>
<b>Total Occupancy</b>		54,411	60%	32,646	36%	3,627	4%		0%	90,684
<b>Total Materials and Supplies</b>		13,928	60%	8,357	36%	928	4%		0%	23,213
<b>Total General Operating</b>		2,530,768	83%	457,368	15%	60,982	2%		0%	3,049,118
<b>Total Operating Expenses</b>		<b>2,599,107</b>	<b>82%</b>	<b>498,371</b>	<b>16%</b>	<b>65,537</b>	<b>2%</b>	-	0%	<b>3,163,015</b>
<b>Total Direct Expenses</b>		2,991,992	78%	734,304	19%	91,737	2%	-	0%	3,818,033
<b>Indirect Expenses</b>	10.00%	299,199	78%	73,430	19%	9,174	2%	-	0%	381,803
<b>TOTAL EXPENSES</b>		<b>3,291,191</b>	<b>78%</b>	<b>807,734</b>	<b>19%</b>	<b>100,911</b>	<b>2%</b>	-	0%	<b>4,199,836</b>
<b>Unit of Service Type</b>										
		<b>Day Subsidy</b>		<b>Day Subsidy</b>		<b>Day Subsidy</b>		<b>0</b>		
Number of UOS per Service Mode		89,060		26,645		4,745				<b>120,450</b>
Cost Per UOS by Service Mode		\$36.96		\$30.32		\$21.27		\$0.00		<b>N/A</b>
Number of UDC/NOC per Service Mode		244		73		13				<b>330</b>

Rev: 02/18

**BUDGET JUSTIFICATION****Contractor Name** San Francisco ADIS FoundationAppendix: B-1a**Program Name:** HIV Rental SubsidiesAppendix Term: 7/1/22-6/30/23Funding Source: General Fund**1a) SALARIES**

Staff Position 1	<b>Housing &amp; Benefits Manager</b>				
Brief duties related to this program and clients served	The HBD will be responsible for the overall oversight of the Housing & Benefits Department's programs and services; including its housing programs. The position will be responsible for on-going monitoring of program staff progress and the contract budget to ensure overall contract compliance, including tracking staff and program progress related to contract deliverables. The HBM will also oversee staff training and development. Additional duties include development and monitoring of long range planning.				
Degree, license (if applicable), experience	<i>Minimum Qualifications:</i> B.S.W. or similar related degree; a minimum of ten years' experience in the field of human service, including a minimum of two years as program manager performing such functions as program quality assurance and improvement, budget development, and community collaboration. Ability to respond quickly and articulately in a public forum.				
	Annual Salary	x Base FTE	x Mos per Yr	Annualized FTE if < 12 mo	<b>Total</b>
	88,170	0.64	12	0.64	<b>\$ 56,429</b>

Staff Position 2:	<b>Director of Government Grants</b>				
Brief duties related to this program and clients served	Coordinates program evaluation activities, including design, testing, implementation and analysis of evaluation data collection in conjunction with Housing & Benefits Director and other prog staff. also responsible for completion of all evaluation and reporting requirements to DPH.				
Degree, license (if applicable), experience	<i>Minimum Qualifications:</i> Bachelor's degree in Social Work, Liberal Arts or related field with two years experience in health services government contracts management and negotiations; development of applications for government contracts, and contract monitoring and compliance.				
	Annual Salary	x Base FTE	x Mos per Yr	Annualized FTE if < 12 mo	<b>Total</b>
	112,084	0.15	12	0.15	<b>\$ 16,813</b>

Staff Position 3:	<b>Housing Subsidies Administrator</b>				
Brief duties related to this program and clients served	Manages fiscal aspects of housing subsidies prog, including monitoring client subsidy eligibility and award calculations, developing spreadsheet and database systems to monitor client and landlord information and subsidy payments. Processes monthly landlord payment requests.				
Degree, license (if applicable), experience	<i>Minimum Qualifications:</i> bachelor's and 3 yrs exp in government contract administration or accounting in a computerized non-profit accounting environment, or in lieu of a college degree six years' experience in government contract administration or accounting in a computerized non-profit accounting environment. Spreadsheet and word processing skills are required. Database management skills are preferred.				
	Annual Salary	x Base FTE	x Mos per Yr	Annualized FTE if < 12 mo	<b>Total</b>
	72,794	0.25	12	0.25	<b>\$ 18,199</b>

Staff Position 4:	<b>Database Manager</b>				
Brief duties related to this program and clients served	Responsible for the maintenance of the agencies databases. Insures data integrity for data collection & evaluation.				
Degree, license (if applicable), experience	<i>Minimum Qualifications:</i> Bachelor's degree or at least five years experience in information technology programs.				
	Annual Salary	x Base FTE	x Mos per Yr	Annualized FTE if < 12 mo	<b>Total</b>
	142,163	0.20	12	0.20	<b>\$ 28,433</b>

<b>Staff Position 5: Case Managers (CM)</b>					
Brief duties related to this program and clients served	Provide direct services to persons with HIV/AIDS in acquiring services needed to assist subsidy clients in maintaining stable housing, including the administration of a housing subsidy. In addition to all duties related to subsidy administration, CMs will ensure that clients obtain all needed support services, including information and referrals, as needed. Each CM will be responsible for verifying initial housing inspections and for providing housing advocacy services. Additionally, the CM will perform all individual rental share calculations for the Standard, Partial and Shallow Rental Subsidy Program clients, and assure that the inspections of all rental subsidy units have been completed. The CM will also verify admission criteria documentation, review individual income data, facilitate monthly subsidy payments, and make the shallow rental subsidy and client rental share determinations on an annual basis.				
Degree, license (if applicable), experience	<i>Minimum Qualifications:</i> Two years in the provision of housing advocacy services for low income individuals accessing affordable housing; experience working with people with HIV/AIDS and knowledge of SF housing resources.				
	Annual Salary	x Base FTE	x Mos per Yr	Annualized FTE if < 12 mo	<b>Total</b>
	62,405	4.00	12	4.00	<b>\$ 249,620</b>

<b>Staff Position 6: Services Lobby Manager</b>					
Brief duties related to this program and clients served	Provides support to clients in checking them in for appointments and rescheduling of future appointments; providing referral information and onsite assistance with technology equipment in services lobby area. Manage the scheduling of client rooms and flows of all clients in the lobby area. also provides supervision of all Triage Associates. Provide de-escalation efforts as needed for individual clients.				
Degree, license (if applicable), experience	<i>Minimum Qualifications:</i> Two years of demonstrated program assistance, experience working with people with HIV/AIDS, knowledge of SF housing resources.				
	Annual Salary	x Base FTE	x Mos per Yr	Annualized FTE if < 12 mo	<b>Total</b>
	96,983	0.60	12	0.60	<b>\$ 58,190</b>

<b>Staff Position 7: Triage Assistant</b>					
Brief duties related to this program and clients served	Provides administrative support to SFAF Housing & Benefits Department staff by maintaining housing client information; assisting with payment coordination; generating internal and external reports, and performance general office duties.				
Degree, license (if applicable), experience	<i>Minimum Qualifications:</i> Two years of demonstrated general administrative or program assistance. High school diploma or equivalent.				
	Annual Salary	x Base FTE	x Mos per Yr	Annualized FTE if < 12 mo	<b>Total</b>
	50,330	1.75	12	1.75	<b>\$ 88,078</b>

**Total FTE, Base: 7.59                      Annualized: 7.59**

**1b) EMPLOYEE FRINGE BENEFITS:**

**Total Salaries: \$ 515,762**

	<b>Component</b>	<b>Cost</b>
	Social Security	\$ 39,455.79
	Retirement	\$ 9,851.05
	Medical/Dental	\$ 53,278.21
	Unemployment Insurance	\$ 2,681.96
	Disability Insurance	\$ 31,306.75
	Other (specify):	\$ 2,681.96

**Total Fringe Benefit: \$ 139,256**

**Fringe Benefit %: 27.00%**

<b>TOTAL SALARIES &amp; EMPLOYEE FRINGE BENEFITS: \$ 655,018</b>
--



**2) OPERATING EXPENSES:****Occupancy:**

Expense Item	Concise/ Specific Description	Rate/Formula	Cost
Rent	Rental of office space at a monthly rate of \$950.00/FTE.	7.59 FTE x \$950 x 12 mos.	\$ 86,526
Repair & Maintenance	Repairs of office & facility at a rate of \$11.84/FTE.	7.59 FTE x \$11.84 x 12 mos.	\$ 1,078
Utilities	Telephone charges based on a rate of \$33.82/FTE.	7.59 FTE x \$33.82 x 12 mos.	\$ 3,080
<b>Total Occupancy:</b>			<b>\$ 90,684</b>

**Materials & Supplies:**

Expense Item	Concise/ Specific Description	Rate/Formula	Cost
Office Supplies	Office supplies for program staff at a rate of \$56.08/FTE.	7.59 FTE x \$56.08 x 12 mos.	\$ 5,108
Postage	Postage for monthly mailing of checks and client surveys.	approx. 461/mo x \$0.55 x 12	\$ 3,040
Program Materials	Household good, & food vouchers to include Safeway 345 cards @ \$35 each=\$12,075; Trader Joes gift cards 186 @ \$15 each = \$2,790; Safeway cards 20 @ \$10 each=\$200.		\$ 15,065
<b>Total Materials &amp; Supplies:</b>			<b>\$ 23,213</b>

**General Operating:**

Expense Item	Brief Description	Rate/Formula	Cost
Subsidies	A total of 120,450 resident days of housing for 330 clients. The UOS commitment is based on 26,645 resident days of subsidized rent for 73 shallow rental clients; 4,745 resident days for 13 partial rental clients and 89,060 resident days of standard subsidized rent for 244 clients. Subsidy amounts requested are based on SFAF's experience rates.	Std Subsidies \$890.03 x 12 x 244 = \$2,606,008; Partial; subsidies \$344.04 x 12 x 13 = \$53,670; Shallow Subsidies \$431.27 x 12 x 73 = \$377,793	\$ 3,037,471
Insurance	Occupancy insurance allocates based one cost of \$39.55/FTE.	7.59 FTE x \$39.55 x 12 mos	\$ 3,602
Storage	Offsite storage for client records, base d on rate of \$5.00/ FTE.	7.59 FTE x \$5.00 x 12 mos	\$ 455
Staff training	Webinars and training materials relating to improving housing conditions for PLWH/A.	Annual cost \$500	\$ 500
Rental/Maintenance of equipment	Copier leases based on SFAF's mo experience rate of \$35.84 per FTE. Maintenance agreements for office equipment based on SFAF's mo experience rate of \$42.01 per FTE per month.	Rental @7.59 FTE x \$35.84 x 12 mos = \$3,264; Maintenance @ 7.59 FTE x \$42.01 x 12 mos = 3,826	\$ 7,090
<b>Total General Operating:</b>			<b>\$ 3,049,118</b>

<b>TOTAL OPERATING EXPENSES:</b>	<b>\$ 3,163,015</b>
----------------------------------	---------------------

<b>TOTAL DIRECT COSTS:</b>	<b>\$ 3,818,033</b>
----------------------------	---------------------

**4) INDIRECT COSTS**

Amount

Admin costs totaling \$381,804 which is ten percent (10%) of the contract's direct expenses to partially reimburse SFAF, which currently spends approximately 29.8% of its resources on indirect expenses to manage its programs. Administrative resources, i.e., salaries, benefits and operating expenses of Finance and Administrative Director, Controller, Assist Controller, Payroll Accountant, Payables Accountant, Budget Director, Budget Analysts; Office Svcs Mngr, Office Assistants, IT, H.R., CEO and their assistant.	\$ 381,803

Indirect Rate: 10.00%

<b>TOTAL INDIRECT COSTS:</b>	<b>\$ 381,803</b>
------------------------------	-------------------

<b>TOTAL EXPENSES:</b>	<b>\$ 4,199,836</b>
------------------------	---------------------

**Appendix C--Form of Funding Request**

**FUNDING REQUEST**

**DEPARTMENT OF PUBLIC HEALTH  
101 Grove Street  
San Francisco, CA 94102**

Pursuant to Section 5.3 of the Grant Agreement (the "Grant Agreement") dated as of **JULY 1<sup>ST</sup>, 2021**, between the undersigned ("Grantee") and the City and County of San Francisco (all capitalized terms defined in the Grant Agreement shall have the same meaning when used herein), Grantee hereby requests a disbursement of Grant Funds as follows:

Total Amount Requested  
in this Request: **\$9,407,633**

Maximum Amount of  
Grant Funds Specified in  
Section 5.1 of the Grant  
Agreement: **\$9,407,633**

Grantee certifies that:

(a) The total amount of Grant Funds requested pursuant to this Funding Request will be used to pay Eligible Expenses, which Eligible Expenses are set forth on the attached Schedule 1, to which is attached true and correct copies of all required documentation of such Eligible Expenses.

(b) After giving effect to the disbursement requested pursuant to this Funding Request, the Grant Funds disbursed as of the date of this disbursement will not exceed the maximum amount set forth in Section 5.1.

(c) The representations and warranties made in the Agreement are true and correct in all material respects as if made on the date hereof;

(d) No Event of Default has occurred and is continuing; and

(e) The undersigned is an officer of Grantee authorized to execute this Funding Request on behalf of Grantee.

### SCHEDULE 1 TO REQUEST FOR FUNDING

The following is an itemized list of Eligible Expenses for which Grant Funds are requested:

<b>Payee</b>	<b>Amount</b>	<b>Description</b>
San Francisco AIDS Foundation	\$4,199,836	HIV Rental Subsidies (07/01/2021 – 06/30/2022)
San Francisco AIDS Foundation	\$4,199,836	HIV Rental Subsidies (07/01/2022 – 06/30/2023)
12% Contingency	\$1,007,961	(07/01/2021 – 06/30/2023)
<b>Total</b>	<b>\$9,407,633</b>	

The following are attached as part of this Schedule 1:

- (1) an invoice for each item of Eligible Expense for which Grant Funds are requested;
- (2) the front and the back of canceled checks or other written evidence documenting the payment of each invoice;
- (3) for Eligible Expenses which are wages or salaries, payroll registers containing a detailed breakdown of earnings and withholdings, together with both sides of canceled payroll checks evidencing payment thereof (unless payment has been made electronically).

**Appendix D—Itemized List of City Contracts**

City Department or Commission	Term of Contract	Amount of Contract to Date (This is the Not-To-Exceed Amount)
Department of Public Health	07/01/2011 – 06/30/2021	\$39,809,206
Department of Public Health	11/01/2011 – 10/31/2021	\$6,346,540
Department of Public Health	01/01/2016 – 06/30/2021	\$539,857
Department of Public Health	01/01/2016 – 06/30/2022	\$1,085,777
Department of Public Health	01/01/2016 – 06/30/2025	\$3,707,409
Department of Public Health	02/01/2016 – 06/30/2022	\$1,465,812
Department of Public Health	07/01/2016 – 06/30/2026	\$35,608,159
Department of Public Health	07/01/2016 – 06/30/2025	\$2,627,600
Department of Public Health	02/01/2017 – 06/30/2021	\$896,583
Department of Public Health	07/01/2018 – 06/30/2023	\$930,317
Department of Public Health	07/01/2018 – 06/30/2022	\$4,307,834
Department of Public Health	07/01/2020 – 06/30/2021	\$3,223,728
Department of Public Health	03/01/2021 – 07/31/2025	\$761,600

## APPENDIX E



San Francisco Department of Public Health  
Business Associate Agreement

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

**RECITALS**

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

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

## APPENDIX E



## 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

## APPENDIX E



San Francisco Department of Public Health  
Business Associate Agreement

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

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

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

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

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

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

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

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

## 2. Obligations of Business Associate.

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



## APPENDIX E



San Francisco Department of Public Health  
Business Associate Agreement

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

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

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

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

## APPENDIX E



## San Francisco Department of Public Health

## Business Associate Agreement

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

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

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

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

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

## APPENDIX E



San Francisco Department of Public Health  
Business Associate Agreement

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

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

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

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

## APPENDIX E



## San Francisco Department of Public Health

## Business Associate Agreement

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

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

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

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

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

## APPENDIX E



San Francisco Department of Public Health  
Business Associate Agreement

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

### 3. Termination.

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

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

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

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

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

### 4. Amendment to Comply with Law.

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

## APPENDIX E



San Francisco Department of Public Health  
Business Associate Agreement

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](mailto:compliance.privacy@sfdph.org)  
Hotline (Toll-Free): 1-855-729-6040

Contractor Name:		Contractor City Vendor ID	
------------------	--	---------------------------	--

## PRIVACY ATTESTATION

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

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

### I. All Contractors.

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

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

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

**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	
--	---------------	--	-----------	--	------	--

**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](mailto: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	
-------------------------------	--------------	--	-----------	--	------	--

Contractor Name:		Contractor City Vendor ID	
------------------	--	---------------------------	--

### DATA SECURITY ATTESTATION

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

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

#### I. All Contractors.

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

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

ATTESTED by Data Security Officer or designated person	Name: (print)		Signature		Date	
--	---------------	--	-----------	--	------	--

**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](mailto: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	
-------------------------------	--------------	--	-----------	--	------	--



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

APPENDIX F-1  
07/01/2021 - 06/30/2022  
PAGE A

<b>Contractor: San Francisco AIDS Foundation</b> Address: 1035 Market Street, Suite 400 San Francisco, CA 94103  Telephone: 415-487-3000 Fax:	Contract ID # 1000020925	Invoice Number A-1JUL21	Contract Purchase Order No: _____  Funding Source: <u>General Fund</u>  Department ID-Authority ID: _____  Project ID-Activity ID: _____  Invoice Period: <u>07/1/21 - 07/31/21</u>  FINAL Invoice <input type="checkbox"/> (check if Yes)
Program Name: HIV Rental Subsidies  ACE Control #: _____	<div style="border: 1px solid black; padding: 10px; width: 100px; margin: 0 auto;"> <b>HHS</b> </div>		

DELIVERABLES	TOTAL CONTRACTED		DELIVERED THIS PERIOD		DELIVERED TO DATE		% OF TOTAL		REMAINING DELIVERABLES	
	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC
Residential Program and Subsidies - Standard	89,060	244							89,060	244
Residential Program and Subsidies - Sallow	26,645	73							26,645	73
Residential Program and Subsidies - Partial	4,745	13							4,745	13

	UDC	UDC	UDC	UDC	UDC
<b>Unduplicated Clients for Appendix</b>	330				330

EXPENDITURES	BUDGET	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
Total Salaries (See Page B)	\$515,762				\$515,762.00
Fringe Benefits	\$139,256				\$139,256.00
<b>Total Personnel Expenses</b>	<b>\$655,018</b>				<b>\$655,018.00</b>
Operating Expenses:					
<b>Occupancy</b> -(e.g., Rental of Property, Utilities, Building Maintenance Supplies and Repairs)	\$90,684				\$90,684.00
<b>Materials and Supplies</b> -(e.g., Office, Postage, Printing and Repro., Program Supplies)	\$23,213				\$23,213.00
<b>General Operating</b> -(e.g., Insurance, Staff Training, Equipment Rental/Maintenance)	\$3,049,118				\$3,049,118.00
<b>Staff Travel</b> - (e.g., Local & Out of Town)					
<b>Consultant/Subcontractor</b>					
<b>Other</b> - (Meals, Audit, Transportation Reimb, Stipends, Facilitators)					
<b>Total Operating Expenses</b>	<b>\$3,163,015</b>				<b>\$3,163,015.00</b>
<b>Capital Expenditures</b>					
<b>TOTAL DIRECT EXPENSES</b>	<b>\$3,818,033</b>				<b>\$3,818,033.00</b>
Indirect Expenses	\$381,803				\$381,803.00
<b>TOTAL EXPENSES</b>	<b>\$4,199,836</b>				<b>\$4,199,836.00</b>
<b>LESS: Initial Payment Recovery</b>					
<b>Other Adjustments</b> (Enter as negative, if appropriate)					
<b>REIMBURSEMENT</b>					

NOTES:

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

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_

Send to: aidsoffice@sfdph.org	By: _____ (DPH Authorized Signatory)	Date: _____
-------------------------------	---	-------------

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

APPENDIX F-1  
07/01/2021 - 06/30/2022  
PAGE B

**Contractor: San Francisco AIDS Foundation**  
**Address: 1035 Market Street, Suite 400**  
**San Francisco, CA 94103**

**Telephone: 415-487-3000**  
**Fax:**

**Invoice Number**  
**A-1JUL21**

**Contract Purchase Order No:**

**Fund Source:** **General Fund**

**Department ID-Authority ID:**

**Program Name: HIV Rental Subsidies**

**Project ID-Activity ID:**

**ACE Control #:**

**Invoice Period:** **07/1/21 - 07/31/21**

**FINAL Invoice**  (check if Yes)

**DETAIL PERSONNEL EXPENDITURES**

PERSONNEL	FTE	BUDGETED SALARY	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
Housing & Benefits Manager	0.64	\$56,429				\$56,429.00
Director of Government Grants	0.15	\$16,813				\$16,813.00
Housing Subsidies Administrator	0.25	\$18,199				\$18,199.00
Database Manager	0.20	\$28,433				\$28,433.00
Case Managers (CM)	4.00	\$249,620				\$249,620.00
Services Lobby Manager	0.60	\$58,190				\$58,190.00
Triage Assistant	1.75	\$88,078				\$88,078.00
<b>TOTAL SALARIES</b>	<b>7.59</b>	<b>\$515,762</b>				<b>\$515,762.00</b>

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

Certified By: \_\_\_\_\_  
Title: \_\_\_\_\_

Date: \_\_\_\_\_

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

APPENDIX F-1a  
07/01/2022 - 06/30/2023  
PAGE A

**Contractor: San Francisco AIDS Foundation**  
Address: 1035 Market Street, Suite 400  
San Francisco, CA 94103

Contract ID #  
1000020925

Invoice Number  
A-1JUL22

Telephone: 415-487-3000  
Fax:



Contract Purchase Order No: \_\_\_\_\_

Funding Source: General Fund

Program Name: HIV Rental Subsidies

Department ID-Authority ID: \_\_\_\_\_

ACE Control #: \_\_\_\_\_

Project ID-Activity ID: \_\_\_\_\_

Invoice Period: 07/1/22 - 07/31/22

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
Residential Program and Subsidies - Standard	89,060	244							89,060	244
Residential Program and Subsidies - Sallow	26,645	73							26,645	73
Residential Program and Subsidies - Partial	4,745	13							4,745	13

	UDC	UDC	UDC	UDC	UDC
Unduplicated Clients for Appendix		330			330

EXPENDITURES	BUDGET	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
Total Salaries (See Page B)	\$515,762				\$515,762.00
Fringe Benefits	\$139,256				\$139,256.00
<b>Total Personnel Expenses</b>	<b>\$655,018</b>				<b>\$655,018.00</b>
Operating Expenses:					
<b>Occupancy</b> -(e.g., Rental of Property, Utilities, Building Maintenance Supplies and Repairs)	\$90,684				\$90,684.00
<b>Materials and Supplies</b> -(e.g., Office, Postage, Printing and Repro., Program Supplies)	\$23,213				\$23,213.00
<b>General Operating</b> -(e.g., Insurance, Staff Training, Equipment Rental/Maintenance)	\$3,049,118				\$3,049,118.00
<b>Staff Travel</b> - (e.g., Local & Out of Town)					
<b>Consultant/Subcontractor</b>					
<b>Other</b> - (Meals, Audit, Transportation Reimb, Stipends, Facilitators)					
<b>Total Operating Expenses</b>	<b>\$3,163,015</b>				<b>\$3,163,015.00</b>
<b>Capital Expenditures</b>					
<b>TOTAL DIRECT EXPENSES</b>	<b>\$3,818,033</b>				<b>\$3,818,033.00</b>
Indirect Expenses	\$381,803				\$381,803.00
<b>TOTAL EXPENSES</b>	<b>\$4,199,836</b>				<b>\$4,199,836.00</b>
<b>LESS: Initial Payment Recovery</b>					
<b>Other Adjustments</b> (Enter as negative, if appropriate)					
<b>REIMBURSEMENT</b>					

NOTES:

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

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_

Send to: aidsoffice@sfdph.org	By: _____	Date: _____
	(DPH Authorized Signatory)	

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

APPENDIX F-1a  
07/01/2022 - 06/30/2023  
PAGE B

<b>Contractor: San Francisco AIDS Foundation</b>	<b>Invoice Number</b> A-1JUL22
<b>Address: 1035 Market Street, Suite 400</b>	<b>Contract Purchase Order No:</b>
<b>San Francisco, CA 94103</b>	<b>Fund Source:</b> General Fund
<b>Telephone: 415-487-3000</b>	<b>Department ID-Authority ID:</b>
<b>Fax:</b>	<b>Project ID-Activity ID:</b>
<b>Program Name: HIV Rental Subsidies</b>	<b>Invoice Period:</b> 07/1/22 - 07/31/22
<b>ACE Control #:</b>	<b>FINAL Invoice</b> <input type="checkbox"/> (check if Yes)

**DETAIL PERSONNEL EXPENDITURES**

PERSONNEL	FTE	BUDGETED SALARY	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
Housing & Benefits Manager	0.64	\$56,429				\$56,429.00
Director of Government Grants	0.15	\$16,813				\$16,813.00
Housing Subsidies Administrator	0.25	\$18,199				\$18,199.00
Database Manager	0.20	\$28,433				\$28,433.00
Case Managers (CM)	4.00	\$249,620				\$249,620.00
Services Lobby Manager	0.60	\$58,190				\$58,190.00
Triage Assistant	1.75	\$88,078				\$88,078.00
<b>TOTAL SALARIES</b>	<b>7.59</b>	<b>\$515,762</b>				<b>\$515,762.00</b>

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

Certified By: \_\_\_\_\_  
Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Appendix G - State/Federal Funding Terms**

**Reserved**

### Appendix H--Permitted Subgrantees

Subcontractor Name
<ul style="list-style-type: none"><li>No Subcontractors are listed under this agreement.</li></ul>

**Appendix I – Insurance Waiver**

**Reserved**

## Appendix J

### 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](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](mailto: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 J

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](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](mailto: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)  
3/30/2021

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

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

<b>PRODUCER</b> CalNonprofits Insurance Services 1500 41st Avenue Suite 280 Capitola CA 95010	<b>CONTACT NAME:</b> Kim Strehl <b>PHONE (A/C No. Ext):</b> 888-427-5224 <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> certificates@cal-insurance.org												
<b>INSURER(S) AFFORDING COVERAGE</b>													
<b>INSURED</b> SANFRAN-44 San Francisco AIDS Foundation 1035 Market Street, Ste. 400 San Francisco CA 94103	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;"><b>INSURER A :</b> Nonprofits Insurance Alliance of California</td> <td style="width: 20%; text-align: center;">NAIC # 10023</td> </tr> <tr> <td><b>INSURER B :</b> Berkshire Hathaway Homestate Insurance Company</td> <td></td> </tr> <tr> <td><b>INSURER C :</b> Federal Insurance Company</td> <td style="text-align: center;">20281</td> </tr> <tr> <td><b>INSURER D :</b> Lloyd's Syndicate</td> <td></td> </tr> <tr> <td><b>INSURER E :</b> Columbia Casualty Company</td> <td style="text-align: center;">31127</td> </tr> <tr> <td><b>INSURER F :</b></td> <td></td> </tr> </table>	<b>INSURER A :</b> Nonprofits Insurance Alliance of California	NAIC # 10023	<b>INSURER B :</b> Berkshire Hathaway Homestate Insurance Company		<b>INSURER C :</b> Federal Insurance Company	20281	<b>INSURER D :</b> Lloyd's Syndicate		<b>INSURER E :</b> Columbia Casualty Company	31127	<b>INSURER F :</b>	
<b>INSURER A :</b> Nonprofits Insurance Alliance of California	NAIC # 10023												
<b>INSURER B :</b> Berkshire Hathaway Homestate Insurance Company													
<b>INSURER C :</b> Federal Insurance Company	20281												
<b>INSURER D :</b> Lloyd's Syndicate													
<b>INSURER E :</b> Columbia Casualty Company	31127												
<b>INSURER F :</b>													

**COVERAGES**      **CERTIFICATE NUMBER:** 1554115493      **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"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y		2021-00950	4/1/2021	4/1/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y		2021-00950	4/1/2021	4/1/2022	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"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			2021-00950-UMB	4/1/2021	4/1/2022	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		Y	SAWC141308	7/1/2020	7/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E C D	Medical Malpractice Crime Cyber Liability			HMA4032292517 8223-5661 ESJ0130245314	4/1/2021 4/1/2021 4/1/2021	4/1/2022 4/1/2022 4/1/2022	Each Claim/Aggregate \$4M/\$6M Employee Dishonesty \$1,000,000 Overall Policy Agg. \$5,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 Additional Coverages:  
 Professional Liability - \$1M/\$3M  
 Business Personal Property - \$2,895,000  
 Fine Arts - \$31,000  
 RE: Ongoing service contracts with City and County of San Francisco. City and County of San Francisco, its officers, directors, employees, agents, and representatives are named as additional insureds as respects General Liability and Auto Liability as required by written contract. Waiver of subrogation applies in favor of the City and County of San Francisco with respects to Workers Compensation as permitted by law.

<b>CERTIFICATE HOLDER</b>  City and County of San Francisco, Department of Public Health Attn: Contracts 101 Grove Street, Suite 307 San Francisco CA 94102	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
--	--

POLICY NUMBER: 2021-00950  
Named Insured: San Francisco AIDS Foundation

COMMERCIAL GENERAL LIABILITY  
CG 20 26 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

**Name Of Additional Insured Person(s) Or Organization(s):**

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. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.

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 as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
1. In the performance of your ongoing operations; or
  2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED ENDORSEMENT**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE ONLY

---

In consideration of the premium charged, it is understood and agreed that the following is added as an additional insured:

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

But only as respects a legally enforceable contractual agreement with the Named Insured and only for liability arising out of the Named Insured's negligence and only for occurrences of coverages not otherwise excluded in the policy to which this endorsement applies.

It is further understood and agreed that irrespective of the number of entities named as insureds under this policy, in no event shall the company's limits of liability exceed the occurrence or aggregate limits as applicable by policy definition or endorsement.