

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

Second Amendment

THIS AMENDMENT (this “Amendment”) is made as of **January 1st, 2022**, in San Francisco, California, by and between **POSITIVE RESOURCE CENTER** (“Contractor”), and the City and County of San Francisco, a municipal corporation (“City”), acting by and through its Director of the Office of Contract Administration.

Recitals

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

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

WHEREAS, the Agreement was competitively procured as required by San Francisco Administrative Code Chapter 21.1 through **RFP 44-2017 issued on November 21, 2017** and this modification is consistent therewith; and

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

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

Article 1 Definitions

The following definitions shall apply to this Amendment:

1.1 **Agreement.** The term “Agreement” shall mean the Agreement dated **March 1st, 2018 (CID# 1000009024)** between Contractor and City, as amended by the:

First Amendment dated April 1st, 2019 (CID# 1000009024).

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

Article 2 Modifications to the Agreement.

The Agreement is hereby modified as follows:

2.1 **Article 1 Definitions**, is hereby amended in its entirety to read as follows:

Article 1 Definitions

The following definitions apply to this Agreement:

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

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

1.3 **“City Data”** means that data as described in Article 13 of this Agreement which includes, without limitation, all data collected, used, maintained, processed, stored, or generated by or on behalf of the City in connection with this Agreement. City Data includes, without limitation, Confidential Information.

1.4 **“CMD”** means the Contract Monitoring Division of the City.

1.5 **“Confidential Information”** means confidential City information including, but not limited to, personally-identifiable information (“PII”), protected health information (“PHI”), or individual financial information (collectively, “Proprietary or Confidential Information”) that is subject to local, state or federal laws restricting the use and disclosure of such information, including, but not limited to, Article 1, Section 1 of the California Constitution; the California Information Practices Act (Civil Code § 1798 et seq.); the California Confidentiality of Medical Information Act (Civil Code § 56 et seq.); the federal Gramm-Leach-Bliley Act (15 U.S.C. §§ 6801(b) and 6805(b)(2)); the privacy and information security aspects of the Administrative Simplification provisions of the federal Health Insurance Portability and Accountability Act (45 CFR Part 160 and Subparts A, C, and E of part 164); and San Francisco Administrative Code Chapter 12M (Chapter 12M).

1.6 **“Contractor” or “Consultant”** means **Positive Resource Center, 170 9th Street, San Francisco, CA 94103**.

1.7 **“Deliverables”** means Contractor’s work product resulting from the Services provided by Contractor to City during the course of Contractor’s performance of the Agreement, including without limitation, the work product described in the “Scope of Services” attached as Appendix A.

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

1.9 **“Party” and “Parties”** means the City and Contractor either collectively or individually.

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

2.2 **Article 2 Term of the Agreement** of the Original Agreement currently reads as follows:

Article 2 Term of the Agreement

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

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

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

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

Article 2 Term of the Agreement

2.1 The term of this Agreement shall commence on the latter of: (i) **March 1, 2018**; or (ii) the Effective Date and expire on **February 28, 2026**, unless earlier terminated as otherwise provided herein.

2.2 The City has **2 (two)** options to renew the Agreement for a period of one year each. The City may extend this Agreement beyond the expiration date by exercising an option at the City’s sole and absolute discretion and by modifying this Agreement as provided in Section 11.5, “Modification of this Agreement.”

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

2.3 **Article 3.3.1 Payment** of the Amendment #1 currently reads as follows:

Article 3 Financial Matters

3.3 Compensation.

3.3.1 **Payment.** Contractor shall provide an invoice to the City on a monthly basis for Services completed in the immediate preceding month, unless a different schedule is set out in Appendix B, "Calculation of Charges." Compensation shall be made for Services identified in the invoice that the **Director of Health**, in his or her sole discretion, concludes has been satisfactorily performed. Payment shall be made within 30 calendar days of receipt of the invoice, unless the City notifies the Contractor that a dispute as to the invoice exists. In no event shall the amount of this Agreement exceed **Five Million Seven Hundred Eighteen Thousand Nine Hundred Ninety Dollars (\$5,718,990)**. The breakdown of charges associated with this Agreement appears in Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein. A portion of payment may be withheld until conclusion of the Agreement if agreed to by both parties as retainage, described in Appendix B. In no event shall City be liable for interest or late charges for any late payments.

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

Article 3 Financial Matters

3.3 Compensation.

3.3.1 **Payment.** Contractor shall provide an invoice to the City on a monthly basis for Services completed in the immediate preceding month, unless a different schedule is set out in Appendix B, "Calculation of Charges." Compensation shall be made for Services identified in the invoice that the **Director of Health**, in his or her sole discretion, concludes has been satisfactorily performed. Payment shall be made within 30 calendar days of receipt of the invoice, unless the City notifies the Contractor that a dispute as to the invoice exists. In no event shall the amount of this Agreement exceed **Nine Million Nine Hundred Ninety-Three Thousand Six Hundred Twenty-Two Dollars (\$9,993,622)**. The breakdown of charges associated with this Agreement appears in Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein. A portion of payment may be withheld until conclusion of the Agreement if agreed to by both parties as retainage, described in Appendix B. In no event shall City be liable for interest or late charges for any late payments.

2.4 Add **Section 3.7 Contract Amendments; Budgeting Revisions**. The following section is hereby added and incorporated in Article 3 Financial Matters of the Agreement.

Article 3 Financial Matters

3.7 Contract Amendments; Budgeting Revisions.

3.7.1 **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).

3.7.2 **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 Revision to Program Budget.

3.7.3 **City Program Scope Reduction.** 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.

2.5 **Article 4.3 Subcontracting**, is hereby amended in its entirety to read as follows:

Article 4 Services and Resources

4.3 Subcontracting.

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

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

- a. Subcontractors named in Appendices B

2.6 **Article 4.5 Assignment**, is hereby amended in its entirety to read as follows:

Article 4 Services and Resources

4.5 **Assignment.** The Services to be performed by Contractor are personal in character. Neither this Agreement, nor any duties or obligations hereunder, may be directly or indirectly assigned, novated, transferred, or delegated by Contractor (collectively referred to as an “Assignment”) unless first approved by City by written instrument executed and approved in the same manner as this Agreement in accordance with the Administrative Code. The City’s approval of any such Assignment is subject to the Contractor demonstrating to City’s reasonable satisfaction that the proposed transferee is: (i) reputable and capable, financially and otherwise, of performing each of Contractor’s obligations under this Agreement and any other documents to be assigned, (ii) not forbidden by applicable law from transacting business or entering into contracts with City; and (iii) subject to the jurisdiction of the courts of the State of California. A change of ownership or control of Contractor or a sale or transfer of substantially all of the assets of Contractor shall be deemed an Assignment for purposes of this Agreement. Contractor shall immediately notify City about any Assignment. Any purported Assignment made in violation of this provision shall be null and void.

2.7 **Article 5 Insurance and Indemnity**, is hereby amended in its entirety to read as follows:

Article 5 Insurance and Indemnity

5.1 **Insurance.**

5.1.1 **Required Coverages.** 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) 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
- (b) 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.
- (c) Workers’ Compensation Insurance, in statutory amounts, with Employers’ Liability Limits not less than **\$1,000,000** each accident, injury, or illness.
- (d) **Reserved. (Professional Liability Coverage)**
- (e) **Reserved. (Technology Errors and Omissions Liability Insurance Coverage)**
- (f) Cyber and Privacy Insurance with limits of not less than \$1,000,000 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.

(g) **Reserved. (Pollution Liability Insurance Coverage)**

5.1.2 Additional Insured Endorsements

(a) The Commercial General Liability policy must be endorsed to name as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees.

(b) The Commercial Automobile Liability Insurance policy must be endorsed to name as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees.

(c) **Reserved. (Pollution Auto Liability Insurance Additional Insured Endorsement)**

5.1.3 Waiver of Subrogation Endorsements

(a) **Reserved. (Workers Compensation Insurance Waiver of Subrogation Endorsement)**

5.1.4 Primary Insurance Endorsements

(a) The Commercial General Liability policy shall 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 the insurance applies separately to each insured against whom claim is made or suit is brought.

(b) The Commercial Automobile Liability Insurance policy shall 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 the insurance applies separately to each insured against whom claim is made or suit is brought.

(c) **Reserved. (Pollution Liability Insurance Primary Insurance Endorsement)**

5.1.5 Other Insurance Requirements

(a) Thirty (30) days' advance written notice shall be provided to the City of cancellation, intended non-renewal, or reduction in coverages, except for non-payment for which no less than ten (10) days' notice shall be provided to City. Notices shall be sent to the City email address: insurance-contractsrms410@sfdph.org.

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

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

(d) 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.

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

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

5.2 Indemnification.

5.2.1 Contractor shall indemnify and hold harmless City and its officers, agents and employees from, and, if requested, shall defend them from and against any and all claims, demands, losses, damages, costs, expenses, and liability (legal, contractual, or otherwise) arising from or in any way connected with any: (i) injury to or death of a person, including employees of City or Contractor; (ii) loss of or damage to property; (iii) violation of local, state, or federal common law, statute or regulation, including but not limited to privacy or personally identifiable information, health information, disability and labor laws or regulations; (iv) strict liability imposed by any law or regulation; or (v) losses arising from Contractor's execution of subcontracts not in accordance with the requirements of this Agreement applicable to subcontractors; so long as such injury, violation, loss, or strict liability (as set forth in subsections (i) – (v) above) arises directly or indirectly from Contractor's performance of this Agreement, including, but not limited to, Contractor's use of facilities or equipment provided by City or others, regardless of the negligence of, and regardless of whether liability without fault is imposed or sought to be imposed on City, except to the extent that such indemnity is void or otherwise unenforceable under applicable law, and except where such loss, damage, injury, liability or claim is the result of the active negligence or willful misconduct of City and is not contributed to by any act of, or by any omission to perform some duty imposed by law or agreement on Contractor, its subcontractors, or either's agent or employee. Contractor shall also indemnify, defend and hold City harmless from all suits or claims or administrative proceedings for breaches of federal and/or state law regarding the privacy of health information, electronic records or related topics, arising directly or indirectly from Contractor's performance of this Agreement. 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.

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

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

2.8 Add **Section 7.3 Withholding**. The following section is hereby added and incorporated in **Article 7 Payment of Taxes** of the Agreement:

Article 7 Payment of Taxes

7.3 **Withholding**. Contractor 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, Contractor further acknowledges and agrees that City may withhold any payments due to Contractor under this Agreement if Contractor 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 Contractor, without interest, upon Contractor coming back into compliance with its obligations.

2.9 **Article 10.4 Consideration of Salary History**, is hereby amended in its entirety to read as follows:

Article 10 Additional Requirements Incorporated by Reference

10.4 **Consideration of Salary History**. Contractor shall comply with San Francisco Administrative Code Chapter 12K, the Consideration of Salary History Ordinance or “Pay Parity Act.” Contractor is prohibited from considering current or past salary of an applicant in determining whether to hire the applicant or what salary to offer the applicant to the extent that such applicant is applying for employment to be performed on this Agreement or in furtherance of this Agreement, and whose application, in whole or part, will be solicited, received, processed or considered, whether or not through an interview, in the City or on City property. The ordinance also prohibits employers from (1) asking such applicants about their current or past salary or (2) disclosing a current or former employee’s salary history without that employee’s authorization unless the salary history is publicly available. Contractor is subject to the enforcement and penalty provisions in Chapter 12K. Information about and the text of Chapter 12K is available on the web at <https://sfgov.org/olse/consideration-salary-history>. Contractor is required to comply with all of the applicable provisions of 12K, irrespective of the listing of obligations in this Section.

2.10 **Article 10.11 Limitations on Contributions**, is hereby amended in its entirety to read as follows:

Article 10 Additional Requirements Incorporated by Reference

10.11 Limitations on Contributions. By executing this Agreement, Contractor 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 Contractor's board of directors; Contractor's chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 10% in Contractor; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Contractor. Contractor 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 contract, and has provided the names of the persons required to be informed to the City department with whom it is contracting.

2.11 **Article 10.17 Distribution of Beverages and Water**, is hereby amended in its entirety to read as follows:

Article 10 Additional Requirements Incorporated by Reference

10.17 Distribution of Beverages and Water.

10.17.1 Sugar-Sweetened Beverage Prohibition. Contractor 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.

10.17.2 Packaged Water Prohibition. Contractor 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.

2.12 Add **Section 11.14 Notification of Legal Request**. The following section is hereby added and incorporated in **Article 11 General Provisions** of the Agreement:

Article 11 General Provisions

11.14 Notification of Legal Requests. Contractor shall immediately notify City upon receipt of any subpoenas, service of process, litigation holds, discovery requests and other legal requests (“Legal Requests”) related to all data given to Contractor by City in the performance of this Agreement (“City Data” or “Data”), or which in any way might reasonably require access to City’s Data, and in no event later than 24 hours after it receives the request. Contractor shall not respond to Legal Requests related to City without first notifying City other than to notify the requestor that the information sought is potentially covered under a non-disclosure agreement. Contractor shall retain and preserve City Data in accordance with the City’s instruction and requests, including, without limitation, any retention schedules and/or litigation hold orders provided by the City to Contractor, independent of where the City Data is stored.

2.13 **Article 13 Data and Security**, is hereby amended in its entirety to read as follows:

Article 13 Data and Security

13.1 Nondisclosure of Private, Proprietary or Confidential Information.

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

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

13.2 Reserved. (Payment Card Industry (“PCI”) Requirements) Business Associate Agreement. The parties acknowledge that City is a Covered Entity as defined in the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and is required to comply with the HIPAA Privacy Rule governing the access, use, disclosure, transmission, and storage of protected health information (PHI) and the Security Rule under the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (“the HITECH Act”).

The parties acknowledge that CONTRACTOR will:

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

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

- a. **Appendix E** SFDPH Business Associate Agreement (BAA) (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;**

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

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

13.5 Management of City Data and Confidential Information.

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

13.5.2 Disposition of Confidential Information. Upon request of City or termination or expiration of this Agreement, and pursuant to any document retention period required by this

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

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

The Appendices listed below are Amended as follows:

2.14 **Appendix A.** Appendix A is hereby replaced in its entirety by Appendix A, attached to this Amendment and incorporated within the Agreement.

2.15 **Appendix A-1.** Appendix A-1 is hereby replaced in its entirety by Appendix A-1, attached to this Amendment and incorporated within the Agreement.

2.16 **Appendix A-2.** Appendix A-2 is hereby replaced in its entirety by Appendix A-2, attached to this Amendment and incorporated within the Agreement.

2.17 **Appendix B.** Appendix B is hereby replaced in its entirety by Appendix B, attached to this Amendment and incorporated within the Agreement.

2.18 **Appendix B-1c.** Appendix B-1c is hereby replaced in its entirety by Appendix B-1c, attached to this Amendment and incorporated within the Agreement.

2.19 **Appendix B-1c.1.** Appendix B-1c.1 is hereby added to this Amendment and fully incorporated within the Agreement.

2.20 **Appendix B-1c.2.** Appendix B-1c.2 is hereby added to this Amendment and fully incorporated within the Agreement.

2.21 **Appendix B-1d.** Appendix B-1d is hereby added to this Amendment and fully incorporated within the Agreement.

2.22 **Appendix B-1d.1.** Appendix B-1d.1 is hereby added to this Amendment and fully incorporated within the Agreement.

2.23 **Appendix B-1e.** Appendix B-1e is hereby added to this Amendment and fully incorporated within the Agreement.

2.24 **Appendix B-1e.1.** Appendix B-1e.1 is hereby added to this Amendment and fully incorporated within the Agreement.

2.25 **Appendix B-1f.** Appendix B-1f is hereby added to this Amendment and fully incorporated within the Agreement.

2.26 **Appendix B-1f.1.** Appendix B-1f.1 is hereby added to this Amendment and fully incorporated within the Agreement.

2.27 **Appendix B-2a.** Appendix B-2a is hereby added to this Amendment and fully incorporated within the Agreement.

2.28 **Appendix E.** Appendix E is hereby replaced in its entirety by Appendix E Dated: OCPA & CAT v4-12-18 and Attestation forms 06-07-2017, attached to this Amendment and incorporated within the Agreement.

2.29 **Appendix F-1c.** Appendix F-1c is hereby replaced in its entirety by Appendix F-1c, attached to this Amendment and incorporated within the Agreement.

2.30 **Appendix F-1c.1.** Appendix F-1c.1 is hereby added to this Amendment and fully incorporated within the Agreement.

2.31 **Appendix F-1c.2.** Appendix F-1c.2 is hereby added to this Amendment and fully incorporated within the Agreement.

2.32 **Appendix F-1d.** Appendix F-1d is hereby added to this Amendment and fully incorporated within the Agreement.

2.33 **Appendix F-1d.1.** Appendix F-1d.1 is hereby added to this Amendment and fully incorporated within the Agreement.

2.34 **Appendix F-1e.** Appendix F-1e is hereby added to this Amendment and fully incorporated within the Agreement.

2.35 **Appendix F-1e.1.** Appendix F-1e.1 is hereby added to this Amendment and fully incorporated within the Agreement.

2.36 **Appendix F-1f.** Appendix F-1f is hereby added to this Amendment and fully incorporated within the Agreement.

2.37 **Appendix F-1f.1.** Appendix F-1f.1 is hereby added to this Amendment and fully incorporated within the Agreement.

2.38 **Appendix F-2a.** Appendix F-2a is hereby added to this Amendment and fully incorporated within the Agreement.

2.39 **Appendix K.** Appendix K is hereby added to this Amendment and fully incorporated within the Agreement.

Article 3 Effective Date

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

Article 4 Legal Effect

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

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

CITY

Recommended by:

DocuSigned by:

Greg Wagner

Grant Coffax, MD
Director of Health
Department of Public Health

CONTRACTOR

POSITIVE RESOURCE CENTER

DocuSigned by:

Brett Andrews

BRETT ANDREWS
Chief Executive Officer
170 9th Street
San Francisco, CA 94103

Approved as to Form:

David Chiu
City Attorney

City Supplier number: 0000012999

DocuSigned by:

By: *Louise Simpson*

Deputy City Attorney

Approved:

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

DocuSigned by:

By: *Taranek Moayed*

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Appendix A Scope of Services

1. Terms

A. Contract Administrator:

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

B. Reports:

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

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

C. Evaluation:

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

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

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

D. Possession of Licenses/Permits:

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

E. Adequate Resources:

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

F. Admission Policy:

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

G. San Francisco Residents Only:

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

H. Grievance Procedure:

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

I. Infection Control, Health and Safety:

(1) Contractor must have a Bloodborne Pathogen (BBP) Exposure Control plan 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.

J. Aerosol Transmissible Disease Program, Health and Safety:

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

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

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

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

K. Acknowledgment of Funding:

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

L. Client Fees and Third Party Revenue:

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

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

M. Patients Rights:

All applicable Patients Rights laws and procedures shall be implemented.

N. Under-Utilization Reports:

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

O. Quality Assurance:

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

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

P. Compliance With Grant Award Notices:

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

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

2. Description of Services

Contractor agrees to perform the following Services:

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

Detailed description of services are listed below and are attached hereto

Appendix A-1	AIDS Emergency Fund Program
Appendix A-1a	AIDS Emergency Fund Program
Appendix A-2	AIDS Emergency Fund Program – Dream Keepers Initiative

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

CONTRACT SUMMARY

Service Provider:	PRC - AIDS Emergency Fund Program									
Total Contract:	\$ 9,171,518									
Funding Source:	Ryan White Part A (RWPA) / RWPA-COVID / RW Part B / General Fund / Dream Keepers GF									
Program Name:	AIDS Emergency Fund Program									
System of Care:	HIV Health Services (HHS)									
Provider Address:	170 - 9th Street, SF, 94103									
Provider Phone:	415-777-0333 Fax: 415-777-1770									
Contact Person:										

RFP#:	2017											
Appendices	A-1 / B-1		A-1 / B-1.1		A-1 / B-1.2		A-1 / B-1.3				Annual Summary	
Funding Amount:	\$983,102		\$230,000		\$300,131		\$120,000				FY-18-19	
Funding Term:	3/1/18-2/28/19		10/1/18-2/28/19		9/30/18-9/29/19		7/1/18-6/30/19				Total Funding	
Fund Type	RWPA		RWPA		RWPB (X08)		GF				\$1,633,233	
No/Type UOS/UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC			Total UOS	12,808
Financial Grants	7,099	1,300	2,111	640	2,554	473	1,044	237			UDC	2,000

Appendices	A-1 / B-1a		A-1 / B-1a.1		A-1 / B-1a.2		A-1 / B-1a.3				Annual Summary	
Funding Amount:	\$872,857		\$160,000		\$164,867		\$226,000				FY-19-20	
Funding Term:	3/1/19-2/29/20		10/1/19-2/29/20		4/1/19-3/31/20		3/1/20-6/30/20				Total Funding	
Fund Type	RWPA		RWPA		RWPB		GF				\$1,423,724	
No/Type UOS/UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC			Total UOS	11,536
Financial Grants	7,160	1,300	1,234	200	1,225	150	1,917	235			UDC	1,450

Appendices	A-1 / B-1b		A-1a / B-1b.1		A-1a / B-1b.2		A-1/B-1b.3		A-1/B-1b.4		Annual Summary	
Funding Amount:	\$1,004,664		\$130,000		\$2,360		\$180,000		\$180,000		FY-20-21	
Funding Term:	3/1/20-2/28/21		4/01/20-3/31/21		4/01/20-3/31/21		8/1/20-2/28/21		1/1/21-6/30/21		Total Funding	
Fund Type	RWPA		RWPA-COVID		RWPA-COVID		RWPA Carryover		HHS Gen Fund		\$1,497,024	
No/Type UOS/UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	Total UOS	10,973
Financial Grants	6,726	1,176	1,489	260	1,193	84	N/A	N/A	1,565	224	UDC	1,450
COVID Exp Mos	N/A	N/A	N/A	N/A	N/A	N/A	12	N/A	N/A	N/A		

Appendices	A-1/B-1c		A-1/B-1c.2		A-2 / B-2		A-1/B-1c.1		A-2 / B-2a		Annual Summary	
Funding Amount:	\$686,635		\$126,764		\$100,000		\$350,000		\$244,233		FY-21-22	
Funding Term:	3/1/21-2/28/22		03/01/21-02/28/22		3/1/21- 6/30/21		07/01/21-06/30/22		07/01/21-06/30/22		Total Funding	
Fund Type	RWPA Base		RWPA Carryforward		GF - Dream Keeper		HHS- General Fund Base		GF - Dream Keeper		\$1,507,632	
No/Type UOS/UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	Total UOS	12,450
Financial Grants	3,684	644	1,163	189	870	189	3,044	496	2,124	368	UDC	1,534

**PRC
AIDS Emergency Fund Program**

Appendices	A-1/B-1d		A-1/B-1d.1									Annual Summary	
	Funding Amount:		\$686,635									\$350,000	
Funding Term:		3/1/22-2/28/23		07/01/22-06/30/23								Total Funding	
Fund Type		<i>RWPA Base</i>		<i>HHS- General Fund Base</i>								\$1,036,635	
No/Type UOS/UDC		UOS	UDC	UOS	UDC							Total UOS	6,720
<i>Financial Grants</i>		3,676	585	3,044	518							UDC	1,103
Appendices	A-1/B-1e		A-1/B-1e.1									Annual Summary	
	Funding Amount:		\$686,635									\$350,000	
Funding Term:		3/1/23-2/28/24		07/01/23-06/30/24								Total Funding	
Fund Type		<i>RWPA Base</i>		<i>HHS- General Fund Base</i>								\$1,036,635	
No/Type UOS/UDC		UOS	UDC	UOS	UDC							Total UOS	6,613
<i>Financial Grants</i>		3,569	565	3,044	518							UDC	1,083
Appendices	A-1/B-1f		A-1/B-1f.1									Annual Summary	
	Funding Amount:		\$686,635									\$350,000	
Funding Term:		3/1/24-2/28/25		07/01/24-06/30/25								Total Funding	
Fund Type		<i>RWPA Base</i>		<i>HHS- General Fund Base</i>								\$1,036,635	
No/Type UOS/UDC		UOS	UDC	UOS	UDC							Total UOS	6,503
<i>Financial Grants</i>		3,459	545	3,044	518							UDC	1,063

Definition of UOS:	Emergency Financial Assistance Grants to 3rd parties on behalf of clients
Target Population:	PRC serves all; the program's primary focus is HIV+ SF residents, especially those at risk of becoming homeless, or who are marginally housed. The Dream Keeper Initiative target population focuses on African-American clients for additional support within the same population.
Service Description:	Emergency Financial Assistance grants for housing, utility bills, medical expenses, etc. Plus Eviction Prevention grants.

PRC
AIDS Emergency Fund Program

Appendix A-1

03/01/2018 – 06/30/2025

RWPA/ RWPB (X08 / X07) / RWPA Carry Forward / RWPA Covid/HHS General Fund

1. IDENTIFIERS **PRC – AIDS Emergency Fund Program**

170 – 9th Street, San Francisco, CA 94103, www.prcsf.org

415-777-0333 Fax: 415-777-1770

Contact: Frank Perez, Controller, 415-972-0851, frank.perez@prcsf.org
 Beth Mazie, VP of Programs, 415-972-0826, beth.mazie@prcsf.org

2. NATURE OF DOCUMENT Original **Contract Amendment** RPB

3. GOAL STATEMENT

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

4. PRIORITY POPULATION

PRC will serve all ethnicities and populations within San Francisco, with focused expertise to meet the unique needs of SF residents with HIV / AIDS, which are the primary population for PRC - AIDS Emergency Fund Program, especially those who are at risk of becoming homeless, or those whose housing is marginal.

a) Third Party Reimbursement: PRC will assure that Ryan White CARE Act funds will be used to fund only services that are not reimbursed by any other funding source.

b) Low Income: Client enrollment priority is reserved for San Francisco residents who have low incomes and are uninsured. Secondary enrollment is reserved for San Francisco residents who have low incomes and are underinsured. Low Income status is \leq 500% 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.

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

The amount of the PRC - Emergency Financial Assistance grant available to a client is based on the purpose of the grant. If the purpose of the grant is for Eviction Prevention (EP), the client is generally eligible for up \$1,000 per fiscal year. A grant for all other allowable purposes under the Client Services Manual is known as an Emergency Assistance (EA) grant and is generally limited to \$500 per client per fiscal year. Notwithstanding to provisions to the contrary, exceptions to the grant limit are allowed according to the financial and emergent situations of the client on a case by case basis. UOS Modality: Payments on grants are issued to third-party vendors directly. Guidelines are subject to review and approval by PRC board of directors at least annually. Projected UOS and UDC are delineated in the following table. UOS are defined in \$100 increments.

Term / Source / Budget Appendix	UOS Description	UOS	UDC
03/01/18 - 02/28/19 / RWPA / B-1	Emergency Financial Assistance Grants	7,099	1,300
10/01/18 - 02/28/19 / RWPA / B-1.1	Emergency Financial Assistance Grants	2,111	640
09/30/18 - 09/29/19 / RWPB-X08 / B-1.2	Emergency Financial Assistance Grants	2,554	473
07/01/18 - 06/30/19 / GF / B-1.3	Emergency Financial Assistance Grants	1,044	237
TOTAL UOS and Total UDC		12,808	2,000

Total UDC is not a sum of UDC from each funding source

PRC
AIDS Emergency Fund Program

Appendix A-1

03/01/2018 – 06/30/2025

RWPA/ RWPB (X08 / X07) / RWPA Carry Forward / RWPA Covid/HHS General Fund

Term / Source / Budget Appendix	UOS Description	UOS	UDC
03/01/19 - 02/29/20 / RWPA / B-1a	Emergency Financial Assistance Grants	7,160	1,300
10/01/19 - 02/29/20 / RWPA / B-1a.1	Emergency Financial Assistance Grants	1,234	200
04/01/19-03/31/20 / RWPB / B-1a.2	Emergency Financial Assistance Grants	1,225	150
03/01/20-6/30/20 / GF / B-1a.3	Emergency Financial Assistance Grants	1,917	235
TOTAL UOS and Total UDC		11,536	1,450
Term / Source / Budget Appendix	UOS Description	UOS	UDC
03/01/20 - 02/28/21 / RWPA / B-1b	Emergency Financial Assistance Grants	6,726	1,176
08/01/20 – 02/28/21 / RWPA (Carry Forward)/ B-1b.1	Emergency Financial Assistance Grants	1,489	260
08/01/20 – 02/28/21 / RWPA (COVID/ CARES)/ B-1b.2	COVID Expenses Months	1,193	84
08/01/20 – 02/28/21 / RWPA (COVID/ CARES)/ B-1b.3	Emergency Financial Assistance Grants	12	N/A
01/01/21 - 06/30/21 / GF (OTF) / B - 1b.4	Emergency Financial Assistance Grants	1,565	224
TOTAL UOS and Total UDC		10,973	1,176
Term / Source / Budget Appendix	UOS Description	UOS	UDC
03/01/21 - 02/28/22 / RWPA (Base) / B-1c	Emergency Financial Assistance Grants	3,684	644
07/01/21 – 06/30/22 / GF (Base) / B-1c.1	Emergency Financial Assistance Grants	3,044	496
03/01/21 – 2/28/22 / RWPA (Carry Forward)/ B-1c.2	Emergency Financial Assistance Grants	1,163	189
TOTAL UOS and Total UDC		7,891	1,166
Term / Source / Budget Appendix	UOS Description	UOS	UDC
03/01/22 – 02/28/23 / RWPA (Base) / B-1d	Emergency Financial Assistance Grants	3,676	585
07/01/22 – 6/30/23 / GF (Base) / B-1d.1	Emergency Financial Assistance Grants	3,044	518
TOTAL UOS and Total UDC		6,720	1,103
Term / Source / Budget Appendix	UOS Description	UOS	UDC
03/01/23 – 02/28/24 / RWPA (Base) / B-1e	Emergency Financial Assistance Grants	3,569	565
07/01/23 – 6/30/24/ GF (Base) / B-1e.1	Emergency Financial Assistance Grants	3,044	518
TOTAL UOS and Total UDC		6,613	1,083

Term / Source / Budget Appendix	UOS Description	UOS	UDC
03/01/24 – 02/28/25 / RWPA (Base) / B-1f	Emergency Financial Assistance Grants	3,459	545
07/01/24 – 6/30/25 / GF (Base)/ B-1f.1	Emergency Financial Assistance Grants	3,044	518
TOTAL UOS and Total UDC		6,503	1,063

Total UDC is not a sum of UDC from each funding source

6. METHODOLOGY

Emergency Financial Assistance

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

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

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

Eviction Prevention Grants

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

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

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

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

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

In addition, the program accesses clients internally through the PRC Workforce Development and Legal Advocacy Programs. These agencies and programs all serve low-income populations and are well acquainted with PRC intake guidelines.

Award of Eviction Prevention grants under this contract requires the direct involvement of the Client Services Director in the processing of the application. To qualify for a special Eviction Prevention grant under this contract, the following additional criteria apply:

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

Program Procedure

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

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

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

Informational bulletin boards and pamphlets are available in the waiting area to help clients learn about and effectively utilize other services that may reduce or eliminate the need for further emergency financial assistance. Clients also receive information about discounts available to low-income households through Pacific Bell, PG&E, food stamps, etc. Referrals are often made to others, such as the PRC Workforce Development Legal Advocacy Programs, the UOP Dental Care Clinic, AIDS Legal Referral Panel, Catholic Charities, the San Francisco AIDS Foundation, and SF General Hospital. Any

client who is unhappy with any aspect of their intake may ask to speak with a supervisor, and such meetings are conducted in confidence.

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

1. A photo ID or two other forms of acceptable ID (i.e., DMV payment receipt, social security card, birth certificate, bankcard), indicating that the client is a resident of San Francisco.
2. A valid letter from a qualified health provider documenting a current diagnosis of HIV.
3. A copy of the bill(s) to be paid or a formal lease agreement.
4. Proof of income and willingness to sign a financial disclosure form indicating source(s) and amount(s) of income.
5. Agreement that any funds to be paid will be sent directly to the service provider(s), (i.e., landlords, utility companies, medical providers, etc.) and an understanding that clients may not be given checks to be transmitted to others.

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

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

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

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

The program's emergency financial services are provided primarily at its offices at 170 Ninth Street, in San Francisco. Client appointments are not necessary. Staff and volunteers are available to assist clients in person from 10 a.m. to 12:30 p.m. and 1:30 p.m. to 4 p.m. Monday through Friday, except on bank and legal holidays when Client Services is closed.

Staff and volunteers are available to assist clients by phone or fax from 9 a.m. to 5 p.m. these same business days. In addition, clients can access emergency assistance by completing the intake process at any of 48 collaborating agencies and programs across San Francisco (several collaborating agencies are listed below).

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

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

Laguna Honda Hospital
Lutheran Social Services

Westside Community Services

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

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

PRC depends heavily on volunteers to fulfill its mission. The Client Services Director spends 100% of his time supervising client intake volunteers and running the Client Services Department. He is the primary point of contact for clients and is charged with overseeing program development and service delivery. One-hundred percent of the Client Services Manager's time is spent processing client applications, directing volunteers, and managing demographic data collection and client satisfaction surveys.

Indirect costs of this program include administrative, clerical, and supervisory support provided by other members of PRC staff working in tandem across the agency to assure adequate oversight, compliance, and a positive client experience.

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

Program Staffing

Client Services Director is responsible for the overall management of Client Services and leads the program with a team that consists of the Client Services Manager and an average of three (3) to five (5) volunteers. The Client Services Manager is responsible for processing client applications, directing volunteers, and managing data collection and client satisfaction surveys. Both the Client Services Director and Client Services Manager determine if clients are eligible for grants.

Volunteers perform intake screening, including eligibility assessment, collection of intake paperwork, database entry, and filing. When necessary, the program utilizes temporary staff to support client-intake, contract compliance, and other administrative tasks. The program is supported by the Director of Quality Assurance, who is responsible for contract compliance, reporting, and oversight; and also the Office Services Manager who manages the front desk, coordinates client reception, and performs basic screening and makes referrals.

ARIES Database

PRC collects and submits all required data through the AIDS Regional Information & Evaluation System (ARIES). ARIES is a client management system designed for Ryan White CARE Act providers. ARIES enhances care provided to clients with HIV by helping agencies automate, plan, manage, and report on client data and services. ARIES is applicable for all Ryan White-eligible clients receiving services paid by any HHS source of funding.

ARIES protects client records by ensuring only authorized agencies have access. ARIES data are safely encrypted and are kept confidential. Client information relating to mental health, substance abuse, and legal issues are only available to a limited group of an agency's personnel. Authorized, ARIES-trained personnel are given certificate-dependent and password-protected access to only the information for which that person's level of permission allows.

PRC participates in the planning and implementation of its programs into ARIES. PRC complies with HHS policies and procedures for collecting and maintaining timely, complete, and accurate unduplicated client and service information in

ARIES. Registration data is entered in ARIES within 48 hours or two working days after the data are collected. Service data, including units of service, for the preceding month is entered by the 15th working day of each month. Service data deliverables must match the information submitted on the "Monthly Statements of Deliverables and Invoice" form. Failure to adhere to HHS standards for quality and timeliness of data entry will risk delay of payment until all data is entered and up to date.

7. OBJECTIVES and MEASUREMENTS

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

8. CONTINUOUS QUALITY IMPROVEMENT

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

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

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

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

9. REQUIRED LANGUAGE

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

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

10. SUBCONTRACTORS & CONSULTANTS

- A. PRC is responsible for the performance of its subcontractors and consultants this Agreement.
- B. PRC acknowledges that it must comply with Article 5, Insurance and Indemnity, of the Agreement, in relation to its subcontractors and consultants. All PRC staff, as well as its consultants and subcontractors, must have the appropriate insurance coverage as outlined in Article 5 of the Agreement.
- C. PRC assumes all liability for any and all work-related injuries/illness, including but not limited to infectious exposures such as Bloodborne Pathogen and Aerosol Transmissible Diseases. PRC must demonstrate appropriate policies and procedures for reporting such work-related injuries/illnesses to the City and to any state or federal regulatory agencies and providing appropriate post-exposure medical management as required by the State Workers' compensation laws and regulations.
- D. PRC acknowledges that it will provide to City a list of any subcontractors and consultants in relation to which it seeks the City's approval. No such subcontractors or consultants may be used to provide services under this Agreement absent such consent pursuant to Section 4.3.1 of the Agreement.
- E. PRC will develop and execute subcontract agreements with all approved subcontractors providing services or support outlined in this project. Such subcontracts shall comply with all requirements of the Agreement.
- F. Any such subcontract agreements will be kept on file with PRC, with a copy sent the Department of Public Health's Program Director associated with this engagement.
- G. This list of requirements is provided to highlight for PRC, and PRC acknowledges that it must comply with all requirements of the Agreements, regardless of whether there are listed again here in this Appendix.

PRC
AIDS Emergency Fund Program
Dream Keeper Initiative

Appendix A-2
07/01/21-06/30/22
General Fund

1. IDENTIFIERS **PRC – AIDS Emergency Fund Program Dream Keepers Initiative**
Program Address/ Phone 170 - 9th St., SF, 94103, 415-777-0333 Fax: 415-777-1770, www.prcsf.org

Contacts Rob Pascual, Chief Financial Officer, 415-972-0880, robert.pascual@prcsf.org
 Beth Mazie, VP of Programs 415-972-0826, beth.mazie@prcsf.org.

2. NATURE OF DOCUMENT [] Original [**X**] **Contract Amendment** [X] RPB

3. GOAL STATEMENT

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

4. TARGET POPULATION

PRC will serve all ethnicities and populations within San Francisco, with focused expertise to meet the unique needs of the primary target population for the Dream Keepers Initiative grants which is African-American SF residents with HIV / AIDS, especially those who are at risk of becoming homeless, or those whose housing is marginal.

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

The amount of the PRC - Emergency Financial Assistance grant available to a client is based on the purpose of the grant. If the purpose of the grant is for Eviction Prevention (EP), the client is generally eligible for up \$1,000 per fiscal year. A grant for all other allowable purposes under the Client Services Manual is known as an Emergency Assistance (EA) grant and is generally limited to \$500 per client per fiscal year. Notwithstanding to provisions to the contrary, exceptions to the grant limit are allowed according to the financial and emergent situations of the client on a case by case basis. UOS Modality: Payments on grants are issued to third-party vendors directly. Guidelines are subject to review and approval by PRC board of directors at least annually. Projected UOS and UDC are delineated in the following table. UOS are defined in \$100 increments.

Term / Source / Appendix	UOS Description	UOS	UDC
03/01/21-6/30/21 / GF Dream Keepers / B-2	Emergency Financial Assistance Grants	870	189
07/01/21-6/30/22 / GF Dream Keepers / B-2a	Emergency Financial Assistance Grants	2,124	368

6. METHODOLOGY

Emergency Financial Assistance See Appendix A-1

This program provides Emergency Financial Assistance Program grants for housing, utility bills, and medical expenses for people with HIV; and are considered standard grants, generally called Emergency Assistance. The program makes payments for client grants via check directly to the vendor of the client's choice. The HRSA restriction of not allowing cash gift cards does not apply to these local General Fund dollars.

Eviction Prevention Grants See Appendix A-1

Program Procedure See Appendix A-1

Program Staffing See Appendix A-1 and Appendix B

ARIES Database See Appendix A-1

7. OBJECTIVES and MEASUREMENTS See Appendix A-1

8. CONTINUOUS QUALITY IMPROVEMENT See Appendix A-1

9. REQUIRED LANGUAGE See Appendix A-1

10. SUBCONTRACTORS & CONSULTANTS See Appendix A-1

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-1.1, B-1.2, B-1.3, B-1a, B-1a.1, B-1a.2,

B-1a.3, B-1b, B-1b.1, B-1b.2, B-1b.3, B-1b.4, B-1c, B-1c.1,

B-1c.2, B-1d, B-1d.1, B-1e, B-1e.1, B-1f, B-1f.1

AIDS Emergency Fund Program

Appendix B-2, B-2a

**AIDS Emergency Fund Program –
Dream Keepers Initiative**

B. Contractor understands that, of the maximum dollar obligation listed in section 3.3.1 of this Agreement, **\$572,104** is included as a contingency amount and is neither to be used in Program Budgets attached to this Appendix, or available to Contractor without a modification to this Agreement executed in the same manner as this Agreement or a revision to the Program Budgets of Appendix B, which has been approved by Contract Administrator. Contractor further understands that no payment of any portion of this contingency amount will be made unless and until such modification or budget revision has been fully approved and executed in accordance with applicable City and Department of Public Health laws, regulations and policies/procedures and certification as to the availability of funds by Controller. Contractor agrees to fully comply with these laws, regulations, and policies/procedures.

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

	<u>Term</u>	<u>Funding Source</u>	<u>Amount</u>
Original Agreement	03/01/18 – 02/28/19	Ryan White Part A	\$983,102
Original Agreement	03/01/19 – 02/29/20	Ryan White Part A	\$983,102
Original Agreement	03/01/20 – 02/28/21	Ryan White Part A	\$983,102
Original Agreement	03/01/21 – 02/28/22	Ryan White Part A	\$983,102
Revision to Program Budgets #1	10/01/18 – 02/28/19	Ryan White Part A	\$230,000
Revision to Program Budgets #1	09/30/18 – 09/29/19	SAM/State	\$158,665

Amendment #1	07/01/18 – 06/30/19	General Fund	\$120,000
Amendment #1	03/01/19 – 02/28/22	Federal Grant TBD	\$825,000
Revision to Program Budgets #2	09/30/18 – 09/29/19	SAM/State	\$141,466
Revision to Program Budgets #2	03/01/19 – 02/28/22	Federal Grant TBD	-\$141,466
Revision to Program Budgets #3	03/01/19 – 02/29/20	Ryan White Part A	\$21,562
Revision to Program Budgets #3	04/01/19 – 03/31/20	SAM/State	\$164,867
Revision to Program Budgets #3	10/01/19 – 02/29/20	Ryan White Part A	\$160,000
Revision to Program Budgets #3	03/01/20 – 02/28/21	Ryan White Part A	\$21,562
Revision to Program Budgets #3	03/01/21 – 02/28/22	Ryan White Part A	\$21,562
Revision to Program Budgets #3	03/01/19 – 02/28/22	Federal Grant TBD	-\$389,553
Revision to Program Budgets #4	03/01/2020 – 06/30/2020	General Fund	\$226,000
Revision to Program Budgets #4	03/01/2020 – 06/30/2020	Federal Grant TBD	-\$226,000
Revision to Program Budgets #5	04/01/2020 – 03/31/2021	Ryan White Part A	\$55,000
Revision to Program Budgets #5	04/01/2020 – 03/31/2021	Ryan White Part A	\$2,360
Revision to Program Budgets #5	04/01/2020 – 03/31/2021	Federal Grant TBD	-\$57,360
Revision to Program Budgets #6	08/01/2020 – 02/28/2021	Ryan White Part A	\$180,000
Revision to Program Budgets #6	08/01/2020 – 02/28/2021	Federal Grant TBD	-\$10,621
Revision to Program Budgets #7	04/01/2020 – 03/31/2021	Ryan White Part A	\$75,000
Revision to Program Budgets #8	03/01/2019 – 02/29/2020	Ryan White Part A	-\$131,807
Revision to Program Budgets #8	01/01/2021 – 06/30/2021	General Fund	\$180,000
Revision to Program Budgets #8	03/01/2021 – 06/30/2021	General Fund	\$100,000
Amendment #2	03/01/2021 – 02/28/2022	RWPA	-\$318,029
Amendment #2	03/01/2021 – 02/28/2022	RWPA	\$126,764
Amendment #2	07/01/2021 – 06/30/2022	GF	\$244,233
Amendment #2	07/01/2021 – 06/30/2022	GF	\$350,000
Amendment #2	03/01/2022 – 02/28/2023	RWPA	\$686,635
Amendment #2	07/01/2022 – 06/30/2023	GF	\$350,000
Amendment #2	03/01/2023 – 02/29/2024	RWPA	\$686,635
Amendment #2	07/01/2023 – 06/30/2024	GF	\$350,000
Amendment #2	03/01/2024 – 02/28/2025	RWPA	\$686,635
Amendment #2	07/01/2024 – 06/30/2025	GF	\$350,000
Amendment #2	03/01/2021 – 02/28/2026	TBD	\$250,000
		Total Award	\$9,421,518
		Contingency for 03/01/2021 – 02/28/2026	<u>\$572,104</u>
		(This equals the total NTE)Total	\$9,993,622

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# 100009024		Prepared By														Appendix B, Page 4		
DPH Section HIV Health Services																03/01/18 - 06/30/25		
Check one: <input type="checkbox"/> Original <input checked="" type="checkbox"/> Contract Amendment <input type="checkbox"/> RPB																FN 12 Date: 11/01/2021		
Agency / Org / Contractor PRC		AIDS Emergency Fund Program														Dream	AEF	SubTotal
Appendix Number	A-1 / B-1	A-1 / B-1.1	A-1 / B-1.2	A-1 / B-1.3	A-1 / B-1a	A-1 / B-1a.1	A-1 / B-1a.2	A-1 / B-1a.3	A-1 / B-1b	A-1a / B-1b	A-1a / B-1b.1	A-1/B-1b.3	A-1/B-1b.4	A-2 / B-2	A-1/B-1c			
Appendix Term	03/01/18 - 02/28/19	10/01/18 - 02/28/19	09/30/18 - 09/29/19	07/01/18 - 06/30/19	03/1/19-2/29/20	10/1/19-2/29/20	4/1/19-3/31/20	3/1/20-6/30/20	3/1/20-2/28/21	4/1/20-3/31/21	4/1/20-3/31/21	8/1/20-2/28/21	1/1/21-6/30/21	3/1/21-6/30/21	3/1/21-2/28/22			
EXPENSES																		
Salaries	\$ 127,000	\$ -	\$ -	\$ -	\$ 70,000	\$ 15,118	\$ 15,118	\$ -	\$ 156,578	\$ -	\$ -	\$ 6,254	\$ -	\$ -	\$ 160,492	\$ 550,560		
Employee Benefits	\$ 32,563	\$ -	\$ -	\$ -	\$ 20,000	\$ 1	\$ 1	\$ -	\$ 41,790	\$ -	\$ -	\$ 1,640	\$ -	\$ -	\$ 47,808	\$ 143,803		
Total Personnel Expenses	\$ 159,563	\$ -	\$ -	\$ -	\$ 90,000	\$ 15,119	\$ 15,119	\$ -	\$ 198,368	\$ -	\$ -	\$ 7,894	\$ -	\$ -	\$ 208,300	\$ 694,363		
Operating Expense	\$ 742,365	\$ 211,100	\$ 275,400	\$ 104,400	\$ 714,300	\$ 131,735	\$ 136,201	\$ 196,500	\$ 723,332	\$ 119,259	\$ 2,226	\$ 157,277	\$ 156,500	\$ 87,000	\$ 421,668	\$ 4,179,263		
Subtotal Direct Costs	\$ 901,928	\$ 211,100	\$ 275,400	\$ 104,400	\$ 804,300	\$ 146,854	\$ 151,320	\$ 196,500	\$ 921,700	\$ 119,259	\$ 2,226	\$ 165,171	\$ 156,500	\$ 87,000	\$ 629,968	\$ 4,873,626		
Indirect Cost Amount	\$ 81,174	\$ 18,900	\$ 24,731	\$ 15,600	\$ 68,557	\$ 13,146	\$ 13,547	\$ 29,500	\$ 82,964	\$ 10,741	\$ 134	\$ 14,829	\$ 23,500	\$ 13,000	\$ 56,667	\$ 466,990		
Indirect Cost Rate (%)	9.0%	9.0%	9.0%	14.9%	8.5%	9.0%	9.0%	15.0%	9.0%	9.0%	6.0%	9.0%	15.0%	14.9%	9.0%			
Total Expenses	\$ 983,102	\$ 230,000	\$ 300,131	\$ 120,000	\$ 872,857	\$ 160,000	\$ 164,867	\$ 226,000	\$ 1,004,664	\$ 130,000	\$ 2,360	\$ 180,000	\$ 180,000	\$ 100,000	\$ 686,635	\$ 5,340,616		
REVENUES & FUNDING SOURCES																		
RWPA 93.914	\$ 983,102	\$ 230,000			\$ 872,857				\$ 1,004,664						\$ 686,635	\$ 3,777,258		
RWPA-CarryForwd 93.914						\$ 160,000						\$ 180,000				\$ 340,000		
RWPA-COVID 93.914										\$ 130,000	\$ 2,360					\$ 132,360		
RWPB (X08) 93.917			\$ 300,131													\$ 300,131		
RWPB 93.917						\$ 164,867										\$ 164,867		
HHS Gen Fund				\$ 120,000				\$ 226,000					\$ 180,000			\$ 526,000		
Dream Keepers GF														\$ 100,000		\$ 100,000		
Total DPH Revenues	\$ 983,102	\$ 230,000	\$ 300,131	\$ 120,000	\$ 872,857	\$ 160,000	\$ 164,867	\$ 226,000	\$ 1,004,664	\$ 130,000	\$ 2,360	\$ 180,000	\$ 180,000	\$ 100,000	\$ 686,635	\$ 5,340,616		
Total Non-DPH Revenues	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Total Rev (DPH/Non-DPH)	\$ 983,102	\$ 230,000	\$ 300,131	\$ 120,000	\$ 872,857	\$ 160,000	\$ 164,867	\$ 226,000	\$ 1,004,664	\$ 130,000	\$ 2,360	\$ 180,000	\$ 180,000	\$ 100,000	\$ 686,635	\$ 5,340,616		
Cost Reimbursement (CR)	CR	CR	CR	CR	CR	CR	CR	CR	CR	CR	CR	CR	CR	CR	CR			

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

CID#	100009024			Prepared By								Appendix B, Page 5
DPH Section	HIV Health Services											03/01/18 - 06/30/25
Check one:	<input type="checkbox"/> Original	<input checked="" type="checkbox"/> Contract Amendment	<input type="checkbox"/> RPB									FN 12 Date: 11/01/2021
Agency / Org / Contractor	PRC											
Program/Provider Name	AEF	AEF	Dream	AEF	AEF	AEF	AEF	AEF	AEF	SubTotal	Grand Total	
Appendix Number	A-1/B-1c.1	A-1/B-1c.2	A-2 / B-2a	A-1/B-1d	A-1/B-1d.1	A-1/B-1e	A-1/B-1e.1	A-1/B-1f	A-1/B-1f.1			
Appendix Term	07/01/21-06/30/22	03/01/21-02/28/22	07/01/21-06/30/22	3/1/22-2/28/23	07/01/22-06/30/23	3/1/23-2/28/24	07/01/23-06/30/24	3/1/24-2/28/25	07/01/24-06/30/25			
EXPENSES												
Salaries	\$ -	\$ -	\$ -	\$ 159,902	\$ -	\$ 164,699	\$ -	\$ 169,641	\$ -	\$ 494,242	\$ 1,044,802	
Employee Benefits	\$ -	\$ -	\$ -	\$ 48,548	\$ -	\$ 51,623	\$ -	\$ 54,924	\$ -	\$ 155,095	\$ 298,898	
Total Personnel Expenses	\$ -	\$ -	\$ -	\$ 208,450	\$ -	\$ 216,322	\$ -	\$ 224,565	\$ -	\$ 649,337	\$ 1,343,700	
Operating Expense	\$ 304,400	\$ 116,300	\$ 212,400	\$ 421,618	\$ 304,400	\$ 413,619	\$ 304,400	\$ 405,453	\$ 304,400	\$ 2,786,990	\$ 6,966,253	
Subtotal Direct Costs	\$ 304,400	\$ 116,300	\$ 212,400	\$ 630,068	\$ 304,400	\$ 629,941	\$ 304,400	\$ 630,018	\$ 304,400	\$ 3,436,327	\$ 8,309,953	
Indirect Cost Amount	\$ 45,600	\$ 10,464	\$ 31,833	\$ 56,567	\$ 45,600	\$ 56,694	\$ 45,600	\$ 56,617	\$ 45,600	\$ 394,575	\$ 861,565	
Indirect Cost Rate (%)	15.0%	9.0%	15.0%	9.0%	15.0%	9.0%	15.0%	9.0%	15.0%			
Total Expenses	\$ 350,000	\$ 126,764	\$ 244,233	\$ 686,635	\$ 350,000	\$ 686,635	\$ 350,000	\$ 686,635	\$ 350,000	\$ 3,830,902	\$ 9,171,518	
REVENUES & FUNDING SOURCES												
RWPA 93.914				\$ 686,635		\$ 686,635		\$ 686,635		\$ 2,059,905	\$ 5,837,163	
RWPA-CarryForwd 93.914		\$ 126,764								\$ 126,764	\$ 466,764	
RWPA-COVID 93.914										\$ -	\$ 132,360	
RWPB (X08) 93.917										\$ -	\$ 300,131	
RWPB 93.917										\$ -	\$ 164,867	
HHS Gen Fund	\$ 350,000				\$ 350,000		\$ 350,000		\$ 350,000	\$ 1,400,000	\$ 1,926,000	
Dream Keepers GF			\$ 244,233							\$ 244,233	\$ 344,233	
Total DPH Revenues	\$ 350,000	\$ 126,764	\$ 244,233	\$ 686,635	\$ 350,000	\$ 686,635	\$ 350,000	\$ 686,635	\$ 350,000	\$ 3,830,902	\$ 9,171,518	
Total Non-DPH Revenues	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Total Rev (DPH/Non-DPH)	\$ 350,000	\$ 126,764	\$ 244,233	\$ 686,635	\$ 350,000	\$ 686,635	\$ 350,000	\$ 686,635	\$ 350,000	\$ 3,830,902	\$ 9,171,518	
Cost Reimbursement (CR)	CR	CR	CR	CR	CR	CR	CR	CR	CR	CR	CR	

PRC - AIDS Emergency Fund Program				Appendix # B-1c			
3/1/21-2/28/22				Page # 1			
RWPA 93.914				Fiscal Year(s) 2021-22			
				Funding Notification Date FN 12 Date: 11/01/202			
UOS COST ALLOCATION BY SERVICE MODE							
SERVICE MODES							
Personnel Expenses		Emergency Financial Assistance Grants					
Position Titles	FTE	Salaries	% FTE				Contract Totals
Client Services Director	1.00	80,316	100%				80,316
Client Services Manager	1.00	64,250	100%				64,250
Director of Quality Assurance	0.10	10,679	100%				10,679
Offices Services Manager	0.075	5,247	100%				5,247
Total FTE & Total Salaries	2.175	160,492	100%				160,492
Fringe Benefits	29.7884%	47,808	100%				47,808
Total Personnel Expenses		208,300	100%				208,300
Operating Expenses		Expenditure	%				Total
Total Occupancy		48,753	100%				48,753
Total Materials and Supplies		1,152	100%				1,152
Total General Operating		2,960	100%				2,960
Consultants/Subcontractor:		403	100%				403
Other (specify): Client Grants		368,400	100%				368,400
Total Operating Expenses		421,668	100%				421,668
Total Direct Expenses		629,968	100%				629,968
Indirect Expenses		8.995%	56,667	100%			56,667
TOTAL EXPENSES		686,635	100%				686,635
UOS per Service Mode		3,684					3,684
Cost Per UOS by Service Mode		\$186.39					
UDC per Service Mode		644					644

BUDGET JUSTIFICATION**Contractor Name** PRC - AIDS Emergency Fund ProgramAppendix #: B-1c, Pg 2**Program Name:** AIDS Emergency Fund ProgramFiscal Year: 2021-22**1a) SALARIES**

Staff Position 1	Client Services Director			
Brief Duties	Responsible for overall management of Client Services.			
Min Quals	BA degree and experience accessing HIV related community resources.			
	<i>Annual Salary</i>	<i>x FTE</i>	<i>x mos per yr</i>	<i>Annualized if < 12 mos</i>
	\$80,316.23	1.00	12	1
				Total
				\$ 80,316

Staff Position 2:	Client Services Manager			
Brief Duties	Assists the Director of Client Services in processing client applications and directing volunteers. Manages demographic data collection and satisfaction surveys.			
Min Quals	BA degree and experience working with HIV positive clients.			
	<i>Annual Salary</i>	<i>x FTE</i>	<i>x mos per yr</i>	<i>Annualized if < 12 mos</i>
	\$64,249.97	1.00	12	1
				Total
				\$ 64,250

Staff Position 3:	Director of Quality Assurance			
Brief Duties	Responsible for contract compliance; reporting and oversight.			
Min Quals	Strong organizational, calendaring & computer skills.			
	<i>Annual Salary</i>	<i>x FTE</i>	<i>x mos per yr</i>	<i>Annualized if < 12 mos</i>
	\$106,790.91	0.10	12	1
				Total
				\$ 10,679

Staff Position 4:	Offices Services Manager			
Brief Duties	Manages front office, coordinates client reception, screening & referral; recruits, trains & supervises			
Min Quals	Admin & reception experience, experience managing volunteers and/or providing client screening & referral, computer skills in MS Office.			
	<i>Annual Salary</i>	<i>x FTE</i>	<i>x mos per yr</i>	<i>Annualized if < 12 mos</i>
	\$69,956.25	0.075	12	1
				Total
				\$ 5,247

Total FTE: 2.175**Total Salaries:** \$ 160,492**1b) EMPLOYEE FRINGE BENEFITS:**

	Component	Cost
	Social Security	\$ 12,037
	Retirement	\$ 5,136
	Medical	\$ 28,889
	Other (specify): Worker's Compensation	\$ 1,748

Total Fringe Benefit: 47,808**Fringe Benefit %:** 29.7884%**TOTAL SALARIES & EMPLOYEE FRINGE BENEFITS:** 208,300

2) OPERATING EXPENSES:**Occupancy:**

Expense Item	Brief Description	Rate	Cost
Rent	Office.	\$1806.9975/mo x 2.175 FTE charge to contract x 12	47,164
Utilities	Phone and Internet.	\$60.6375/mo x 2.175 FTE charge to contract x 12	1,590
Total Occupancy:			48,753

Materials & Supplies:

Expense Item	Brief Description	Rate	Cost
Postage/OfficeSupp	Postage/supplies for program.	\$38.85/mo x 2.175 FTE charge to contract x 12	1,014
Printing	Printing and reproduction for program.	\$5.5125/mo x 2.175 FTE charge to contract x 12	138
Total Materials & Supplies:			1,152

General Operating:

Expense Item	Brief Description	Rate	Cost
Insurance	Gen. & Profess. liability, & property.	\$73.8675/mo x 2.175 FTE charge to contract x 12	1,919
Equipment Rental	Copiers, phones, postage meter.	\$39.69/mo x 2.175 FTE charge to contract x 12	1,041
Total General Operating:			2,960

Consultants/Subcontractors:

Consultant/Subcon	Service Description	Rate	Cost
Translator	Translation services for non-English speaking clients.	\$33.075 per month for 12 months	403
Total Consultants/Subcontractors:			403

Other:

Expense Item	Brief Description	Rate	Cost
Grants to Clients	to be paid to third-party vendors of housing, utility, medical, or other emergency necessities.	~3684 UOS @ ~\$100. each	368,400
Total Other:			368,400

TOTAL OPERATING EXPENSES: 421,668**TOTAL DIRECT COSTS: 629,968**

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

56,667

Indirect Rate: 8.995%**TOTAL INDIRECT COSTS: 56,667****TOTAL EXPENSES: 686,635**

686,635

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PRC
AIDS Emergency Fund Program

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07/01/21-06/30/22

HHS Gen Fund

Funding Notification Date: 11/01/21

UOS COST ALLOCATION BY SERVICE MODE

		SERVICE MODES					
Personnel Expenses		Emergency Financial Assistance Grants					
Position Titles	FTE	Salaries	% FTE				Contract Totals
Total FTE & Total Salaries	0.000	-	0%				-
Fringe Benefits	0.0%	-	0%				-
Total Personnel Expenses		-	0%				-
Operating Expenses		Expenditure	%				Total
Total Occupancy		-					-
Total Materials and Supplies		-	0%				-
Total General Operating		-	100%				-
Consultants/Subcontractor:							-
Other (specify): Client Grants		304,400					304,400
Total Operating Expenses		304,400	100%				304,400
Total Direct Expenses		304,400	100%				304,400
Indirect Expenses	14.98%	45,600	100%				45,600
TOTAL EXPENSES		350,000	100%				350,000
UOS per Service Mode		3,044					3,044
Cost Per UOS by Service Mode		\$114.99					\$114.98
UDC per Service Mode		496					496

AIDS Emergency Fund Program

BUDGET JUSTIFICATION**1a) SALARIES****TOTAL SALARIES & BENEFITS:** -**2) OPERATING EXPENSES:**

Occupancy:	Brief Description	Rate	Cost
Rent	Office.	\$1981/mo x 0 FTE charge to contract x 12	-
Utilities	Phone and Internet.	\$61.25/mo x 0 FTE charge to contract x 12	-
Total Occupancy:			-

Materials/Supplies:	Brief Description	Rate	Cost
Postage/OfficeSupp	Postage/supplies for program	\$59.917/mo x 0 FTE charge to contract x 12	-
Printing	Printing and reproduction for program	\$12.167/mo x 0 FTE charge to contract x 12	-
Total Materials & Supplies:			-

General Operating:	Brief Description	Rate	Cost
Insurance	Gen. & Profess. liability, & property.	\$68.667/mo x 0 FTE charge to contract x 12	-
Equipment Rental	Copiers, phones, postage meter	\$14.75/mo x 0 FTE charge to contract x 12	-
Total General Operating:			-

Other:	Brief Description	Rate	Cost
Grants to Clients	for third-party vendors of housing, utility, medical, etc.	~3044 UOS @ ~\$100. each	304,400
Total Other:			304,400
TOTAL OPERATING EXPENSES:			304,400
TOTAL DIRECT COSTS:			304,400

INDIRECT COSTS	Indirect Rate:	14.98%	
Sals & Bens of CEO, CFO, CIO, CPO, COO, Ops & HR Mgr @ 3.9% (2.0 Contract FTE / 51.0 Agency FTE).			
TOTAL INDIRECT COSTS:			45,600
TOTAL EXPENSES:			350,000

PRC
AIDS Emergency Fund Program

Appendix B-1c.2, Page 1
03/01/21-02/28/22
RWPA-CarryForwd 93.914

Funding Notification Date: 11/01/21

UOS COST ALLOCATION BY SERVICE MODE

		SERVICE MODES					
Personnel Expenses		Emergency Financial Assistance Grants					
Position Titles	FTE	Salaries	% FTE				Contract Totals
Total FTE & Total Salaries	0.000	-	0%				-
Fringe Benefits	0.0%	-	0%				-
Total Personnel Expenses		-	0%				-
Operating Expenses		Expenditure	%				Total
Total Occupancy		-					-
Total Materials and Supplies		-	0%				-
Total General Operating		-	100%				-
Consultants/Subcontractor:							-
Other (specify): Client Grants		116,300					116,300
Total Operating Expenses		116,300	100%				116,300
Total Direct Expenses		116,300	100%				116,300
Indirect Expenses	9.00%	10,464	100%				10,464
TOTAL EXPENSES		126,764	100%				126,764
UOS per Service Mode		1,163					1,163
Cost Per UOS by Service Mode		\$109.01					\$109.00
UDC per Service Mode		189					189

AIDS Emergency Fund Program

BUDGET JUSTIFICATION**1a) SALARIES****2) OPERATING EXPENSES:**

Occupancy:	Brief Description	Rate	Cost
Rent	Office.	\$1981/mo x 0 FTE charge to contract x 12	-
Utilities	Phone and Internet.	\$61.25/mo x 0 FTE charge to contract x 12	-
Total Occupancy:			-

Materials/Supplies:	Brief Description	Rate	Cost
Postage/OfficeSupp	Postage/supplies for program	\$59.917/mo x 0 FTE charge to contract x 12	-
Printing	Printing and reproduction for program	\$12.167/mo x 0 FTE charge to contract x 12	-
Total Materials & Supplies:			-

General Operating:	Brief Description	Rate	Cost
Insurance	Gen. & Profess. liability, & property.	\$68.667/mo x 0 FTE charge to contract x 12	-
Equipment Rental	Copiers, phones, postage meter	\$14.75/mo x 0 FTE charge to contract x 12	-
Total General Operating:			-

Other:	Brief Description	Rate	Cost
Grants to Clients	for third-party vendors of housing, utility, medical, etc.	~1163 UOS @ ~\$100. each	116,300
Total Other:			116,300
TOTAL OPERATING EXPENSES:			116,300
TOTAL DIRECT COSTS:			116,300

INDIRECT COSTS	Indirect Rate:	9.00%	
Sals & Bens of CEO, CFO, CIO, CPO, COO, Ops & HR Mgr @ 3.9% (2.0 Contract FTE / 51.0 Agency FTE).			
TOTAL INDIRECT COSTS:			10,464
TOTAL EXPENSES:			126,764

PRC - AIDS Emergency Fund Program				Appendix #		A-1/B-1d	
3/1/22-2/28/23				Page #		1	
RWPA 93.914				Fiscal Year(s)		2022-23	
				Funding Notification Date		FN 12 Date: 11/0	
UOS COST ALLOCATION BY SERVICE MODE							
SERVICE MODES							
Personnel Expenses		Emergency Financial Assistance Grants			Contract Totals		
Position Titles	FTE	Salaries	% FTE				
Client Services Director	1.00	82,726	100%				82,726
Client Services Manager	1.00	66,177	100%				66,177
Director of Quality Assurance	0.10	10,999	100%				10,999
Total FTE & Total Salaries	2.10	159,902	100%				159,902
Fringe Benefits	30.3610%	48,548	100%				48,548
Total Personnel Expenses		208,450	100%				208,450
Operating Expenses		Expenditure	%				Total
Total Occupancy		49,426	100%				49,426
Total Materials and Supplies		1,168	100%				1,168
Total General Operating		3,001	100%				3,001
Consultants/Subcontractor:		423	100%				423
Other (specify): Client Grants		367,600	100%				367,600
Total Operating Expenses		421,618	100%				421,618
Total Direct Expenses		630,068	100%				630,068
Indirect Expenses		8.9779%	56,567	100%			56,567
TOTAL EXPENSES		686,635	100%				686,635
UOS per Service Mode		3,676					3,676
Cost Per UOS by Service Mode		\$186.79					
UDC per Service Mode		585					

BUDGET JUSTIFICATIONContractor Name PRC - AIDS Emergency Fund ProgramAppendix #: B-1d, Pg 2Program Name: AIDS Emergency Fund ProgramFiscal Year: 2022-23**1a) SALARIES**

Staff Position 1	Client Services Director			
Brief Duties	Responsible for overall management of Client Services.			
Min Quals	BA degree and experience accessing HIV related community resources.			
	<i>Annual Salary</i>	<i>x FTE</i>	<i>x mos per yr</i>	<i>Annualized if < 12 mos</i>
	\$82,725.72	1.00	12	1
				Total
				\$ 82,726

Staff Position 2:	Client Services Manager			
Brief Duties	Assists the Director of Client Services in processing client applications and directing volunteers. Manages demographic data collection and satisfaction surveys.			
Min Quals	BA degree and experience working with HIV positive clients.			
	<i>Annual Salary</i>	<i>x FTE</i>	<i>x mos per yr</i>	<i>Annualized if < 12 mos</i>
	\$66,177.47	1.00	12	1
				Total
				\$ 66,177

Staff Position 3:	Director of Quality Assurance			
Brief Duties	Responsible for contract compliance; reporting and oversight.			
Min Quals	Strong organizational, calendaring & computer skills.			
	<i>Annual Salary</i>	<i>x FTE</i>	<i>x mos per yr</i>	<i>Annualized if < 12 mos</i>
	\$109,994.63	0.10	12	1
				Total
				\$ 10,999

Total FTE: 2.10**Total Salaries: \$ 159,902****1b) EMPLOYEE FRINGE BENEFITS:**

	Component	Cost
	Social Security	\$ 11,993
	Retirement	\$ 5,117
	Medical	\$ 29,646
	Other (specify): Worker's Compensation	\$ 1,794

Total Fringe Benefit: 48,548**Fringe Benefit %: 30.3610%****TOTAL SALARIES & EMPLOYEE FRINGE BENEFITS: 208,450****2) OPERATING EXPENSES:****Occupancy:**

Expense Item	Brief Description	Rate	Cost
Rent	Office.	\$1897.347375/mo x 2.1 FTE charge to contract x 12	47,814
Utilities	Phone and Internet.	\$63.669375/mo x 2.1 FTE charge to contract x 12	1,611
		Total Occupancy:	49,426

Materials & Supplies:

Expense Item	Brief Description	Rate	Cost
Postage/OfficeSupp	Postage/supplies for program.	\$40.7925/mo x 2.1 FTE charge to contract x 12	1,028
Printing	Printing and reproduction for program.	\$5.788125/mo x 2.1 FTE charge to contract x 12	140
Total Materials & Supplies:			1,168

General Operating:

Expense Item	Brief Description	Rate	Cost
Insurance	Gen. & Profess. liability, & property.	\$77.560875/mo x 2.1 FTE charge to contract x 12	1,946
Equipment Rental	Copiers, phones, postage meter.	\$41.6745/mo x 2.1 FTE charge to contract x 12	1,055
Total General Operating:			3,001

Consultants/Subcontractors:

Consultant/Subcon	Service Description	Rate	Cost
Translator	Translation services for non-English speaking clients.	\$34.72875 per month for 12 months	423
Total Consultants/Subcontractors:			423

Other:

Expense Item	Brief Description	Rate	Cost
Grants to Clients	to be paid to third-party vendors of housing, utility, medical, or other emergency necessities.	~3676 UOS @ ~\$100. each	367,600
Total Other:			367,600

	TOTAL OPERATING EXPENSES:	421,618
TOTAL DIRECT COSTS:		630,068

INDIRECT COSTS	Sals & Bens of CEO, CFO, CIO, CPO, COO, Ops & HR Mgr @ 3.9% (2.0 Contract FTE / 51.0 Agency FTE).	56,567
		Indirect Rate: 8.9779%
TOTAL INDIRECT COSTS:		56,567
TOTAL EXPENSES:		686,635

686,635

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PRC
AIDS Emergency Fund Program

Appendix B-1d.1 Page 1
07/01/22-06/30/23
HHS Gen Fund

Funding Notification Date: 11/01/21

UOS COST ALLOCATION BY SERVICE MODE

SERVICE MODES							
Personnel Expenses		Emergency Financial Assistance Grants					Contract Totals
Position Titles	FTE	Salaries	% FTE				
Total FTE & Total Salaries	0.000	-	0%				-
Fringe Benefits	0.0%	-	0%				-
Total Personnel Expenses		-	0%				-
Operating Expenses		Expenditure	%				Total
Total Occupancy		-					-
Total Materials and Supplies		-	0%				-
Total General Operating		-	100%				-
Consultants/Subcontractor:							-
Other (specify): Client Grants		304,400					304,400
Total Operating Expenses		304,400	100%				304,400
Total Direct Expenses		304,400	100%				304,400
Indirect Expenses	14.98%	45,600	100%				45,600
TOTAL EXPENSES		350,000	100%				350,000
UOS per Service Mode		3,044					3,044
Cost Per UOS by Service Mode		\$114.99					\$114.98
UDC per Service Mode		518					

AIDS Emergency Fund Program

BUDGET JUSTIFICATION**1a) SALARIES****TOTAL SALARIES & BENEFITS:** -**2) OPERATING EXPENSES:**

Occupancy:	Brief Description	Rate	Cost
Rent	Office.	\$1981/mo x 0 FTE charge to contract x 12	-
Utilities	Phone and Internet.	\$61.25/mo x 0 FTE charge to contract x 12	-
Total Occupancy:			-

Materials/Supplies:	Brief Description	Rate	Cost
Postage/OfficeSupp	Postage/supplies for program	\$59.917/mo x 0 FTE charge to contract x 12	-
Printing	Printing and reproduction for program	\$12.167/mo x 0 FTE charge to contract x 12	-
Total Materials & Supplies:			-

General Operating:	Brief Description	Rate	Cost
Insurance	Gen. & Profess. liability, & property.	\$68.667/mo x 0 FTE charge to contract x 12	-
Equipment Rental	Copiers, phones, postage meter	\$14.75/mo x 0 FTE charge to contract x 12	-
Total General Operating:			-

Other:	Brief Description	Rate	Cost
Grants to Clients	for third-party vendors of housing, utility, medical, etc.	~3044 UOS @ ~\$100. each	304,400
Total Other:			304,400
TOTAL OPERATING EXPENSES:			304,400
TOTAL DIRECT COSTS:			304,400

INDIRECT COSTS	Indirect Rate:	14.98%	
Sals & Bens of CEO, CFO, CIO, CPO, COO, Ops & HR Mgr @ 3.9% (2.0 Contract FTE / 51.0 Agency FTE).			
TOTAL INDIRECT COSTS:			45,600
TOTAL EXPENSES:			350,000

PRC - AIDS Emergency Fund Program				Appendix #		A-1/B-1e	
3/1/23-2/28/24				Page #		1	
RWPA 93.914				Fiscal Year(s)		2023-24	
				Funding Notification Date		FN 12 Date: 11/0	
UOS COST ALLOCATION BY SERVICE MODE							
SERVICE MODES							
Personnel Expenses		Emergency Financial Assistance Grants			Contract Totals		
Position Titles	FTE	Salaries	% FTE				
Client Services Director	1.00	85,207	100%				85,207
Client Services Manager	1.00	68,163	100%				68,163
Director of Quality Assurance	0.10	11,329	100%				11,329
Total FTE & Total Salaries	2.10	164,699	100%				164,699
Fringe Benefits	31.3441%	51,623	100%				51,623
Total Personnel Expenses		216,322	100%				216,322
Operating Expenses		Expenditure	%				Total
Total Occupancy		51,897	100%				51,897
Total Materials and Supplies		1,227	100%				1,227
Total General Operating		3,151	100%				3,151
Consultants/Subcontractor:		444	100%				444
Other (specify): Client Grants		356,900	100%				356,900
Total Operating Expenses		413,619	100%				413,619
Total Direct Expenses		629,941	100%				629,941
Indirect Expenses		9.00%	56,694	100%			56,694
TOTAL EXPENSES		686,635	100%				686,635
UOS per Service Mode		3,569					3,569
Cost Per UOS by Service Mode		\$192.39					
UDC per Service Mode		565					

BUDGET JUSTIFICATIONContractor Name PRC - AIDS Emergency Fund ProgramAppendix #: A-1/B-1eProgram Name: AIDS Emergency Fund ProgramFiscal Year: 2023-24**1a) SALARIES**

Staff Position 1	Client Services Director			
Brief Duties	Responsible for overall management of Client Services.			
Min Quals	BA degree and experience accessing HIV related community resources.			
	<i>Annual Salary</i>	<i>x FTE</i>	<i>x mos per yr</i>	<i>Annualized if < 12 mos</i>
	\$85,207.49	1.00	12	1
				Total
				\$ 85,207

Staff Position 2:	Client Services Manager			
Brief Duties	Assists the Director of Client Services in processing client applications and directing volunteers. Manages demographic data collection and satisfaction surveys.			
Min Quals	BA degree and experience working with HIV positive clients.			
	<i>Annual Salary</i>	<i>x FTE</i>	<i>x mos per yr</i>	<i>Annualized if < 12 mos</i>
	\$68,162.80	1.00	12	1
				Total
				\$ 68,163

Staff Position 3:	Director of Quality Assurance			
Brief Duties	Responsible for contract compliance; reporting and oversight.			
Min Quals	Strong organizational, calendaring & computer skills.			
	<i>Annual Salary</i>	<i>x FTE</i>	<i>x mos per yr</i>	<i>Annualized if < 12 mos</i>
	\$113,294.47	0.10	12	1
				Total
				\$ 11,329

Total FTE: 2.10**Total Salaries: \$ 164,699****1b) EMPLOYEE FRINGE BENEFITS:**

	Component	Cost
	Social Security	\$ 12,352
	Retirement	\$ 5,270
	Medical	\$ 32,062
	Other (specify): Worker's Compensation	\$ 1,940

Total Fringe Benefit: 51,623**Fringe Benefit %: 31.3441%****TOTAL SALARIES & EMPLOYEE FRINGE BENEFITS: 216,322****2) OPERATING EXPENSES:****Occupancy:**

Expense Item	Brief Description	Rate	Cost
Rent	Office.	\$1992.21474375/mo x 2.1 FTE charge to contract x 12	50,205
Utilities	Phone and Internet.	\$66.85284375/mo x 2.1 FTE charge to contract x 12	1,692
		Total Occupancy:	51,897

Materials & Supplies:

Expense Item	Brief Description	Rate	Cost
Postage/OfficeSupp	Postage/supplies for program.	\$42.832125/mo x 2.1 FTE charge to contract x 12	1,079
Printing	Printing and reproduction for program.	\$6.07753125/mo x 2.1 FTE charge to contract x 12	147
Total Materials & Supplies:			1,227

General Operating:

Expense Item	Brief Description	Rate	Cost
Insurance	Gen. & Profess. liability, & property.	\$81.43891875/mo x 2.1 FTE charge to contract x 12	2,043
Equipment Rental	Copiers, phones, postage meter.	\$43.758225/mo x 2.1 FTE charge to contract x 12	1,108
Total General Operating:			3,151

Consultants/Subcontractors:

Consultant/Subcon	Service Description	Rate	Cost
Translator	Translation services for non-English speaking clients.	36.4651875 per month for 12 month	444
Total Consultants/Subcontractors:			444

Other:

Expense Item	Brief Description	Rate	Cost
Grants to Clients	to be paid to third-party vendors of housing, utility, medical, or other emergency necessities.	~3569 UOS @ ~\$100. each	356,900
Total Other:			356,900

	TOTAL OPERATING EXPENSES:	413,619
TOTAL DIRECT COSTS:		629,941

INDIRECT COSTS	Sals & Bens of CEO, CFO, CIO, CPO, COO, Ops & HR Mgr @ 3.9% (2.0 Contract FTE / 51.0 Agency FTE).	56,694
		Indirect Rate: 9.00%
TOTAL INDIRECT COSTS:		56,694
TOTAL EXPENSES:		686,635

686,635

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PRC
AIDS Emergency Fund Program

Appendix B-1e.1 Page 1

07/01/23-06/30/24

HHS Gen Fund

Funding Notification Date: 11/01/21

UOS COST ALLOCATION BY SERVICE MODE

SERVICE MODES							
Personnel Expenses		Emergency Financial Assistance Grants					Contract Totals
Position Titles	FTE	Salaries	% FTE				
Total FTE & Total Salaries	0.000	-	0%				-
Fringe Benefits	0.0%	-	0%				-
Total Personnel Expenses		-	0%				-
Operating Expenses							
		Expenditure	%				Total
Total Occupancy		-					-
Total Materials and Supplies		-	0%				-
Total General Operating		-	100%				-
Consultants/Subcontractor:							-
Other (specify): Client Grants		304,400					304,400
Total Operating Expenses		304,400	100%				304,400
Total Direct Expenses		304,400	100%				304,400
Indirect Expenses	14.98%	45,600	100%				45,600
TOTAL EXPENSES		350,000	100%				350,000
UOS per Service Mode							
		3,044					3,044
Cost Per UOS by Service Mode							
		\$114.99					\$114.98
UDC per Service Mode							
		518					

AIDS Emergency Fund Program

BUDGET JUSTIFICATION**1a) SALARIES****TOTAL SALARIES & BENEFITS:** -**2) OPERATING EXPENSES:**

Occupancy:	Brief Description	Rate	Cost
Rent	Office.	\$1981/mo x 0 FTE charge to contract x 12	-
Utilities	Phone and Internet.	\$61.25/mo x 0 FTE charge to contract x 12	-
Total Occupancy:			-

Materials/Supplies:	Brief Description	Rate	Cost
Postage/OfficeSupp	Postage/supplies for program	\$59.917/mo x 0 FTE charge to contract x 12	-
Printing	Printing and reproduction for program	\$12.167/mo x 0 FTE charge to contract x 12	-
Total Materials & Supplies:			-

General Operating:	Brief Description	Rate	Cost
Insurance	Gen. & Profess. liability, & property.	\$68.667/mo x 0 FTE charge to contract x 12	-
Equipment Rental	Copiers, phones, postage meter	\$14.75/mo x 0 FTE charge to contract x 12	-
Total General Operating:			-

Other:	Brief Description	Rate	Cost
Grants to Clients	for third-party vendors of housing, utility, medical, etc.	~3044 UOS @ ~\$100. each	304,400
Total Other:			304,400
TOTAL OPERATING EXPENSES:			304,400
TOTAL DIRECT COSTS:			304,400

INDIRECT COSTS	Indirect Rate:	14.98%	
Sals & Bens of CEO, CFO, CIO, CPO, COO, Ops & HR Mgr @ 3.9% (2.0 Contract FTE / 51.0 Agency FTE).			
TOTAL INDIRECT COSTS:			45,600
TOTAL EXPENSES:			350,000

PRC - AIDS Emergency Fund Program				Appendix # A-1/B-1f				
3/1/24-2/28/25				Page # 1				
RWPA 93.914				Fiscal Year(s) 2024-25				
				Funding Notification Date FN 12 Date: 11/0				
UOS COST ALLOCATION BY SERVICE MODE								
SERVICE MODES								
Personnel Expenses		Emergency Financial Assistance Grants						Contract Totals
Position Titles	FTE	Salaries	% FTE					
Client Services Director	1.00	87,764	100%				87,764	
Client Services Manager	1.00	70,208	100%				70,208	
Director of Quality Assurance	0.10	11,669	100%				11,669	
Total FTE & Total Salaries	2.10	169,641	100%				169,641	
Fringe Benefits	32.3764%	54,924	100%				54,924	
Total Personnel Expenses		224,565	100%				224,565	
Operating Expenses		Expenditure	%				Total	
Total Occupancy		54,491	100%				54,491	
Total Materials and Supplies		1,288	100%				1,288	
Total General Operating		3,309	100%				3,309	
Consultants/Subcontractor:		465	100%				465	
Other (specify): Client Grants		345,900	100%				345,900	
Total Operating Expenses		405,453	100%				405,453	
Total Direct Expenses		630,018	100%				630,018	
Indirect Expenses		8.9865%	56,617	100%			56,617	
TOTAL EXPENSES		686,635	100%				686,635	
UOS per Service Mode		3,459					3,459	
Cost Per UOS by Service Mode		\$198.51						
UDC per Service Mode		545						

BUDGET JUSTIFICATION

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

Appendix #: A-1/B-1f
 Fiscal Year: 2024-25

1a) SALARIES

Staff Position 1	Client Services Director			
Brief Duties	Responsible for overall management of Client Services.			
Min Quals	BA degree and experience accessing HIV related community resources.			
	<i>Annual Salary</i>	<i>x FTE</i>	<i>x mos per yr</i>	<i>Annualized if < 12 mos</i>
	\$87,763.72	1.00	12	1
				Total
				\$ 87,764

Staff Position 2:	Client Services Manager			
Brief Duties	Assists the Director of Client Services in processing client applications and directing volunteers. Manages demographic data collection and satisfaction surveys.			
Min Quals	BA degree and experience working with HIV positive clients.			
	<i>Annual Salary</i>	<i>x FTE</i>	<i>x mos per yr</i>	<i>Annualized if < 12 mos</i>
	\$70,207.68	1.00	12	1
				Total
				\$ 70,208

Staff Position 3:	Director of Quality Assurance			
Brief Duties	Responsible for contract compliance; reporting and oversight.			
Min Quals	Strong organizational, calendaring & computer skills.			
	<i>Annual Salary</i>	<i>x FTE</i>	<i>x mos per yr</i>	<i>Annualized if < 12 mos</i>
	\$116,693.31	0.10	12	1
				Total
				\$ 11,669

Total FTE: 2.10

Total Salaries: \$ 169,641

1b) EMPLOYEE FRINGE BENEFITS:

Component	Cost
Social Security	\$ 12,723
Retirement	\$ 5,429
Medical	\$ 34,675
Other (specify): Worker's Compensation	\$ 2,098

Total Fringe Benefit: 54,924

Fringe Benefit %: 32.3764%

TOTAL SALARIES & EMPLOYEE FRINGE BENEFITS: 224,565

2) OPERATING EXPENSES:**Occupancy:**

Expense Item	Brief Description	Rate	Cost
Rent	Office.	\$2091.8254809375/mo x 2.1 FTE charge to contract x 12	52,715
Utilities	Phone and Internet.	\$70.1954859375/mo x 2.1 FTE charge to contract x 12	1,776
		Total Occupancy:	54,491

Materials & Supplies:

Expense Item	Brief Description	Rate	Cost
Postage/OfficeSupp	Postage/supplies for program.	\$44.97373125/mo x 2.1 FTE charge to contract x 12	1,133
Printing	Printing and reproduction for program.	\$6.3814078125/mo x 2.1 FTE charge to contract x 12	155
Total Materials & Supplies:			1,288

General Operating:

Expense Item	Brief Description	Rate	Cost
Insurance	Gen. & Profess. liability, & property.	\$85.5108646875/mo x 2.1 FTE charge to contract x 12	2,146
Equipment Rental	Copiers, phones, postage meter.	\$45.94613625/mo x 2.1 FTE charge to contract x 12	1,163
Total General Operating:			3,309

Consultants/Subcontractors:

Consultant/Subcon	Service Description	Rate	Cost
Translator	Translation services for non-English speaking clients.	38.288446875 per month for 12 months	465
Total Consultants/Subcontractors:			465

Other:

Expense Item	Brief Description	Rate	Cost
Grants to Clients	to be paid to third-party vendors of housing, utility, medical, or other emergency necessities.	~3459 UOS @ ~\$100. each	345,900
Total Other:			345,900

	TOTAL OPERATING EXPENSES:	405,453
TOTAL DIRECT COSTS:		630,018

INDIRECT COSTS	Sals & Bens of CEO, CFO, CIO, CPO, COO, Ops & HR Mgr @ 3.9% (2.0 Contract FTE / 51.0 Agency FTE).	56,617
		Indirect Rate: 8.9865%
TOTAL INDIRECT COSTS:		56,617
TOTAL EXPENSES:		686,635

686,635

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PRC
AIDS Emergency Fund Program

Appendix B-1f.1 Page 1
07/01/24-06/30/25
HHS Gen Fund

Funding Notification Date: 11/01/21

UOS COST ALLOCATION BY SERVICE MODE

SERVICE MODES							
Personnel Expenses		Emergency Financial Assistance Grants					Contract Totals
Position Titles	FTE	Salaries	% FTE				
Total FTE & Total Salaries	0.000	-	0%				-
Fringe Benefits	0.0%	-	0%				-
Total Personnel Expenses		-	0%				-
Operating Expenses							
		Expenditure	%				Total
Total Occupancy		-					-
Total Materials and Supplies		-	0%				-
Total General Operating		-	100%				-
Consultants/Subcontractor:							-
Other (specify): Client Grants		304,400					304,400
Total Operating Expenses		304,400	100%				304,400
Total Direct Expenses		304,400	100%				304,400
Indirect Expenses	14.98%	45,600	100%				45,600
TOTAL EXPENSES		350,000	100%				350,000
UOS per Service Mode							
		3,044					3,044
Cost Per UOS by Service Mode							
		\$114.99					\$114.98
UDC per Service Mode							
		518					

AIDS Emergency Fund Program

BUDGET JUSTIFICATION**1a) SALARIES****TOTAL SALARIES & BENEFITS:** -**2) OPERATING EXPENSES:**

Occupancy:	Brief Description	Rate	Cost
Rent	Office.	\$1981/mo x 0 FTE charge to contract x 12	-
Utilities	Phone and Internet.	\$61.25/mo x 0 FTE charge to contract x 12	-
Total Occupancy:			-

Materials/Supplies:	Brief Description	Rate	Cost
Postage/OfficeSupp	Postage/supplies for program	\$59.917/mo x 0 FTE charge to contract x 12	-
Printing	Printing and reproduction for program	\$12.167/mo x 0 FTE charge to contract x 12	-
Total Materials & Supplies:			-

General Operating:	Brief Description	Rate	Cost
Insurance	Gen. & Profess. liability, & property.	\$68.667/mo x 0 FTE charge to contract x 12	-
Equipment Rental	Copiers, phones, postage meter	\$14.75/mo x 0 FTE charge to contract x 12	-
Total General Operating:			-

Other:	Brief Description	Rate	Cost
Grants to Clients	for third-party vendors of housing, utility, medical, etc.	~3044 UOS @ ~\$100. each	304,400
Total Other:			304,400
TOTAL OPERATING EXPENSES:			304,400
TOTAL DIRECT COSTS:			304,400

INDIRECT COSTS	Indirect Rate:	14.98%	
Sals & Bens of CEO, CFO, CIO, CPO, COO, Ops & HR Mgr @ 3.9% (2.0 Contract FTE / 51.0 Agency FTE).			
TOTAL INDIRECT COSTS:			45,600
TOTAL EXPENSES:			350,000

PRC
AIDS Emergency Fund Program
Dream Keeper Initiative

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07/01/21-06/30/22
Dream Keepers GF

UOS COST ALLOCATION BY SERVICE MODE

		SERVICE MODES					
Personnel Expenses		Emergency Financial Assistance Grants					
Position Titles	FTE	Salaries	% FTE				Contract Totals
							-
							-
							-
							-
Total FTE & Total Salaries	0.000	-	0%				-
Fringe Benefits	0.0%	-	0%				-
Total Personnel Expenses		-	0%				-
Operating Expenses		Expenditure	%				Total
Total Occupancy							-
Total Materials and Supplies							-
Total General Operating							-
Consultants/Subcontractor:							-
Other (specify): Client Grants		212,400	100%				212,400
Total Operating Expenses		212,400	100%				212,400
Total Direct Expenses		212,400	100%				212,400
Indirect Expenses	14.99%	31,833	100%				31,833
TOTAL EXPENSES		244,233	100%				244,233
UOS per Service Mode		2,124					2,124
Cost Per UOS by Service Mode		\$115.00					\$114.99
UDC per Service Mode		368					368

BUDGET JUSTIFICATION

Other:	Brief Description	Rate	Cost
Grants to Clients	for third-party vendors of housing, utility, medical, etc.	~2124 UOS @ ~\$100. each	212,400
		Total Other:	212,400
		TOTAL OPERATING EXPENSES:	212,400
		TOTAL DIRECT COSTS:	212,400
INDIRECT COSTS	Indirect Rate:	15.00%	
Sals & Bens of CEO, CFO, CIO, CPO, COO, Ops & HR Mgr @ 3.9% (2.0 Contract FTE / 51.0 Agency FTE).			
		TOTAL INDIRECT COSTS:	31,833
		TOTAL EXPENSES:	244,233

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

APPENDIX E



San Francisco Department of Public Health
Business Associate Agreement

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

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

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

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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

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

5. Reimbursement for Fines or Penalties.

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

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

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

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

Contractor Name:		Contractor City Vendor ID	
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PRIVACY ATTESTATION

INSTRUCTIONS: Contractors and Partners who receive or have access to health or medical information or electronic health record systems maintained by 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 AND that health information is only transferred or created on encrypted devices approved by SFPDH Information Security staff?						<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 Privacy Notice that meets HIPAA regulations was provided in the patient's / client's preferred language? (English, Cantonese, Vietnamese, Tagalog, Spanish, Russian forms may be required and are available from SFPDH.)						<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	
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IV. *EXCEPTIONS: If you have answered "NO" to any question or believe a question is Not Applicable, please contact OCPA at 1-855-729-6040 or compliance.privacy@sfdph.org for a consultation. All "No" or "N/A" answers must be reviewed and approved by OCPA below.

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

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

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

I. All Contractors.

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

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

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

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

Appendix F-1c
03/01/2021 - 02/28/2022
PAGE A

Contractor: Positive Resource Center Address: 170 9th Street San Francisco, CA 94103 Telephone: 415-777-0333 Fax: 415-777-1770	Contract ID # 1000009024	Invoice Number A-1MAR21	Contract Purchase Order No: _____ Funding Source: RWPA Department ID-Authority ID: _____ Project ID-Activity ID: _____ Invoice Period: 03/1/21 - 03/31/21 FINAL Invoice <input type="checkbox"/> (check if Yes)
Program Name: PRC - AIDS Emergency Fund Program ACE Control #: _____		<div style="border: 1px solid black; padding: 5px; width: 50px; margin: 0 auto;"> HHS </div>	

DELIVERABLES	TOTAL CONTRACTED		DELIVERED THIS PERIOD		DELIVERED TO DATE		% OF TOTAL		REMAINING DELIVERABLES	
	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC
Emergency Financial Assistance Grants	3,684	644							3,684	644

	UDC	UDC	UDC	UDC	UDC
Unduplicated Clients for Appendix		644			644

EXPENDITURES	BUDGET	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
Total Salaries (See Page B)	\$160,492				\$160,492.00
Fringe Benefits	\$47,808				\$47,808.00
Total Personnel Expenses	\$208,300				\$208,300.00
Operating Expenses:					
Occupancy-(e.g., Rental of Property, Utilities, Building Maintenance Supplies and Repairs)	\$48,753				\$48,753.00
Materials and Supplies-(e.g., Office, Postage, Printing and Repro., Program Supplies)	\$1,152				\$1,152.00
General Operating-(e.g., Insurance, Staff Training, Equipment Rental/Maintenance)	\$2,960				\$2,960.00
Staff Travel - (e.g., Local & Out of Town)	\$403				\$403.00
Consultant/Subcontractor					
Other - (Meals, Audit, Transportation Reimb, Stipends, Facilitators)	\$368,400				\$368,400.00
Total Operating Expenses	\$421,668				\$421,668.00
Capital Expenditures					
TOTAL DIRECT EXPENSES	\$629,968				\$629,968.00
Indirect Expenses	\$56,667				\$56,667.00
TOTAL EXPENSES	\$686,635				\$686,635.00
LESS: Initial Payment Recovery					
Other Adjustments (Enter as negative, if appropriate)					
REIMBURSEMENT					

NOTES:

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

Signature: _____ Date: _____

Title: _____

Send to: aidsoffice@sfdph.org	By: _____ (DPH Authorized Signatory)	Date: _____
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**DEPARTMENT OF PUBLIC HEALTH CONTRACTOR
MONTHLY DELIVERABLES AND COST REIMBURSEMENT INVOICE**

Appendix F-1c
03/01/2021 - 02/28/2022
PAGE B

Contractor: Positive Resource Center
Address: 170 9th Street
San Francisco, CA 94103

Telephone: 415-777-0333
Fax: 415-777-1770

Program Name: PRC - AIDS Emergency Fund Program

ACE Control #:

Invoice Number

Contract Purchase Order No:

Fund Source:

Department ID-Authority ID:

Project ID-Activity ID:

Invoice Period:

FINAL Invoice (check if Yes)

DETAIL PERSONNEL EXPENDITURES

PERSONNEL	FTE	BUDGETED SALARY	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
Client Services Director	1.00	\$80,316				\$80,316.00
Client Services Manager	1.00	\$64,250				\$64,250.00
Director of Quality Assurance	0.10	\$10,679				\$10,679.00
Office Service Manager	0.075	\$5,247				\$5,247.00
TOTAL SALARIES	2.175	\$160,492				\$160,492.00

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-1c.1
07/01/2021 - 06/30/2022
PAGE A

Contractor: Positive Resource Center Address: 170 9th Street San Francisco, CA 94103 Telephone: 415-777-0333 Fax: 415-777-1770	Contract ID # 1000009024	Invoice Number A-1JUL21	Contract Purchase Order No: _____ Funding Source: <u>GF</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)
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Program Name: PRC - AIDS Emergency Fund Program

ACE Control #: _____

DELIVERABLES	TOTAL CONTRACTED		DELIVERED THIS PERIOD		DELIVERED TO DATE		% OF TOTAL		REMAINING DELIVERABLES	
	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC
Emergency Financial Assistance Grants	3,044	496							3,044	496

	UDC	UDC	UDC	UDC	UDC
Unduplicated Clients for Appendix		496			496

EXPENDITURES	BUDGET	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
Total Salaries (See Page B)					
Fringe Benefits					
Total Personnel Expenses					
Operating Expenses:					
Occupancy-(e.g., Rental of Property, Utilities, Building Maintenance Supplies and Repairs)					
Materials and Supplies-(e.g., Office, Postage, Printing and Repro., Program Supplies)					
General Operating-(e.g., Insurance, Staff Training, Equipment Rental/Maintenance)					
Staff Travel - (e.g., Local & Out of Town)					
Consultant/Subcontractor					
Other - (Meals, Audit, Transportation Reimb, Stipends, Facilitators)	\$304,400				\$304,400.00
Total Operating Expenses	\$304,400				\$304,400.00
Capital Expenditures					
TOTAL DIRECT EXPENSES	\$304,400				\$304,400.00
Indirect Expenses	\$45,600				\$45,600.00
TOTAL EXPENSES	\$350,000				\$350,000.00
LESS: Initial Payment Recovery					
Other Adjustments (Enter as negative, if appropriate)					
REIMBURSEMENT					

NOTES:

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

Signature: _____ Date: _____

Title: _____

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

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

Appendix F-1c.1
07/01/2021 - 06/30/2022
PAGE B

Contractor: **Positive Resource Center**
Address: **170 9th Street**
San Francisco, CA 94103

Telephone: **415-777-0333**
Fax: **415-777-1770**

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

ACE Control #:

Invoice Number:

Contract Purchase Order No:

Fund Source:

Department ID-Authority ID:

Project ID-Activity ID:

Invoice Period:

FINAL Invoice (check if Yes)

DETAIL PERSONNEL EXPENDITURES

PERSONNEL	FTE	BUDGETED SALARY	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
TOTAL SALARIES						

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-1c.2
03/01/2021 - 02/28/2022
PAGE A

Contractor: Positive Resource Center Address: 170 9th Street San Francisco, CA 94103 Telephone: 415-777-0333 Fax: 415-777-1770	Contract ID # 1000009024	Invoice Number A-1MAR21	Contract Purchase Order No: _____ Funding Source: RWPA Department ID-Authority ID: _____ Project ID-Activity ID: _____ Invoice Period: 03/1/21 - 03/31/21 FINAL Invoice <input type="checkbox"/> (check if Yes)
Program Name: PRC - AIDS Emergency Fund Program ACE Control #: _____		<div style="border: 1px solid black; padding: 5px; width: 50px; margin: 0 auto;"> HHS </div>	

DELIVERABLES	TOTAL CONTRACTED		DELIVERED THIS PERIOD		DELIVERED TO DATE		% OF TOTAL		REMAINING DELIVERABLES	
	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC
Emergency Financial Assistance Grants	1,163	189							1,163	189

	UDC	UDC	UDC	UDC	UDC
Unduplicated Clients for Appendix		189			189

EXPENDITURES	BUDGET	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
Total Salaries (See Page B)					
Fringe Benefits					
Total Personnel Expenses					
Operating Expenses:					
Occupancy-(e.g., Rental of Property, Utilities, Building Maintenance Supplies and Repairs)					
Materials and Supplies-(e.g., Office, Postage, Printing and Repro., Program Supplies)					
General Operating-(e.g., Insurance, Staff Training, Equipment Rental/Maintenance)					
Staff Travel - (e.g., Local & Out of Town)					
Consultant/Subcontractor					
Other - (Meals, Audit, Transportation Reimb, Stipends, Facilitators)	\$116,300				\$116,300.00
Total Operating Expenses	\$116,300				\$116,300.00
Capital Expenditures					
TOTAL DIRECT EXPENSES	\$116,300				\$116,300.00
Indirect Expenses	\$10,464				\$10,464.00
TOTAL EXPENSES	\$126,764				\$126,764.00
LESS: Initial Payment Recovery					
Other Adjustments (Enter as negative, if appropriate)					
REIMBURSEMENT					

NOTES:

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

Signature: _____ Date: _____
 Title: _____

Send to: aidsoffice@sfdph.org	By: _____ (DPH Authorized Signatory)	Date: _____
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**DEPARTMENT OF PUBLIC HEALTH CONTRACTOR
MONTHLY DELIVERABLES AND COST REIMBURSEMENT INVOICE**

Appendix F-1d
03/01/2022 - 02/28/2023
PAGE A

Contractor: Positive Resource Center Address: 170 9th Street San Francisco, CA 94103 Telephone: 415-777-0333 Fax: 415-777-1770	Contract ID # 1000009024	Invoice Number A-1MAR22	Contract Purchase Order No: _____ Funding Source: RWPA Department ID-Authority ID: _____ Project ID-Activity ID: _____ Invoice Period: 03/1/22 - 03/31/22 FINAL Invoice <input type="checkbox"/> (check if Yes)
Program Name: PRC - AIDS Emergency Fund Program ACE Control #: _____		<div style="border: 1px solid black; padding: 5px; display: inline-block; font-weight: bold; font-size: 1.2em;">HHS</div>	

DELIVERABLES	TOTAL CONTRACTED		DELIVERED THIS PERIOD		DELIVERED TO DATE		% OF TOTAL		REMAINING DELIVERABLES	
	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC
Emergency Financial Assistance Grants	3,676	585							3,676	585

	UDC	UDC	UDC	UDC	UDC
Unduplicated Clients for Appendix		585			585

EXPENDITURES	BUDGET	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
Total Salaries (See Page B)	\$159,902				\$159,902.00
Fringe Benefits	\$48,548				\$48,548.00
Total Personnel Expenses	\$208,450				\$208,450.00
Operating Expenses:					
Occupancy-(e.g., Rental of Property, Utilities, Building Maintenance Supplies and Repairs)	\$49,426				\$49,426.00
Materials and Supplies-(e.g., Office, Postage, Printing and Repro., Program Supplies)	\$1,168				\$1,168.00
General Operating-(e.g., Insurance, Staff Training, Equipment Rental/Maintenance)	\$3,001				\$3,001.00
Staff Travel - (e.g., Local & Out of Town)	\$423				\$423.00
Consultant/Subcontractor					
Other - (Meals, Audit, Transportation Reimb, Stipends, Facilitators)	\$367,600				\$367,600.00
Total Operating Expenses	\$421,618				\$421,618.00
Capital Expenditures					
TOTAL DIRECT EXPENSES	\$630,068				\$630,068.00
Indirect Expenses	\$56,667				\$56,667.00
TOTAL EXPENSES	\$686,735				\$686,735.00
LESS: Initial Payment Recovery					
Other Adjustments (Enter as negative, if appropriate)					
REIMBURSEMENT					

NOTES:

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

Signature: _____ Date: _____
Title: _____

Send to: aidsoffice@sfdph.org	By: _____ (DPH Authorized Signatory)	Date: _____
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**DEPARTMENT OF PUBLIC HEALTH CONTRACTOR
MONTHLY DELIVERABLES AND COST REIMBURSEMENT INVOICE**

Appendix F-1d
03/01/2022 - 02/28/2023
PAGE B

Contractor: Positive Resource Center
Address: 170 9th Street
San Francisco, CA 94103

Telephone: 415-777-0333
Fax: 415-777-1770

Program Name: PRC - AIDS Emergency Fund Program

ACE Control #:

Invoice Number

Contract Purchase Order No:

Fund Source:

Department ID-Authority ID:

Project ID-Activity ID:

Invoice Period:

FINAL Invoice (check if Yes)

DETAIL PERSONNEL EXPENDITURES

PERSONNEL	FTE	BUDGETED SALARY	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
Client Services Director	1.00	\$82,726				\$82,726.00
Client Services Manager	1.00	\$66,177				\$66,177.00
Director of Quality Assurance	0.10	\$10,999				\$10,999.00
TOTAL SALARIES	2.10	\$159,902				\$159,902.00

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-1d.1
07/01/2022 - 06/30/2023
PAGE A

Contractor: Positive Resource Center Address: 170 9th Street San Francisco, CA 94103 Telephone: 415-777-0333 Fax: 415-777-1770	Contract ID # 1000009024	Invoice Number A-1JUL22	Contract Purchase Order No: _____ Funding Source: <u>GF</u> Department ID-Authority ID: _____ Project ID-Activity ID: _____ Invoice Period: <u>07/1/22 - 07/31/22</u> FINAL Invoice <input type="checkbox"/> (check if Yes)
Program Name: PRC - AIDS Emergency Fund Program ACE Control #: _____		<div style="border: 1px solid black; padding: 5px; width: 50px; margin: 0 auto;"> HHS </div>	

DELIVERABLES	TOTAL CONTRACTED		DELIVERED THIS PERIOD		DELIVERED TO DATE		% OF TOTAL		REMAINING DELIVERABLES	
	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC
Emergency Financial Assistance Grants	3,044	518							3,044	518

	UDC	UDC	UDC	UDC	UDC
Unduplicated Clients for Appendix		518			518

EXPENDITURES	BUDGET	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
Total Salaries (See Page B)					
Fringe Benefits					
Total Personnel Expenses					
Operating Expenses:					
Occupancy-(e.g., Rental of Property, Utilities, Building Maintenance Supplies and Repairs)					
Materials and Supplies-(e.g., Office, Postage, Printing and Repro., Program Supplies)					
General Operating-(e.g., Insurance, Staff Training, Equipment Rental/Maintenance)					
Staff Travel - (e.g., Local & Out of Town)					
Consultant/Subcontractor					
Other - (Meals, Audit, Transportation Reimb, Stipends, Facilitators)	\$304,400				\$304,400.00
Total Operating Expenses	\$304,400				\$304,400.00
Capital Expenditures					
TOTAL DIRECT EXPENSES	\$304,400				\$304,400.00
Indirect Expenses	\$45,600				\$45,600.00
TOTAL EXPENSES	\$350,000				\$350,000.00
LESS: Initial Payment Recovery					
Other Adjustments (Enter as negative, if appropriate)					
REIMBURSEMENT					

NOTES:

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

Signature: _____ Date: _____
 Title: _____

Send to: aidsoffice@sfdph.org	By: _____ (DPH Authorized Signatory)	Date: _____
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**DEPARTMENT OF PUBLIC HEALTH CONTRACTOR
MONTHLY DELIVERABLES AND COST REIMBURSEMENT INVOICE**

Appendix F-1d.1
07/01/2022 - 06/30/2023
PAGE B

<p>Contractor: Positive Resource Center Address: 170 9th Street San Francisco, CA 94103</p> <p>Telephone: 415-777-0333 Fax: 415-777-1770</p> <p>Program Name: PRC - AIDS Emergency Fund Program</p> <p>ACE Control #: <input type="text"/></p>	<p>Invoice Number: <input type="text" value="A-1JUL22"/></p> <p>Contract Purchase Order No: <input type="text"/></p> <p>Fund Source: <input type="text" value="GF"/></p> <p>Department ID-Authority ID: <input type="text"/></p> <p>Project ID-Activity ID: <input type="text"/></p> <p>Invoice Period: <input type="text" value="07/1/22 - 07/31/22"/></p> <p>FINAL Invoice <input type="checkbox"/> (check if Yes)</p>
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DETAIL PERSONNEL EXPENDITURES

PERSONNEL	FTE	BUDGETED SALARY	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
TOTAL SALARIES						

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: _____ Date: _____
 Title: _____

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

Appendix F-1e
03/01/2023 - 02/29/2024
PAGE A

Contractor: Positive Resource Center Address: 170 9th Street San Francisco, CA 94103 Telephone: 415-777-0333 Fax: 415-777-1770	Contract ID # 1000009024	Invoice Number A-1MAR23	Contract Purchase Order No: _____ Funding Source: RWPA Department ID-Authority ID: _____ Project ID-Activity ID: _____ Invoice Period: 03/1/23 - 03/31/23 FINAL Invoice <input type="checkbox"/> (check if Yes)
Program Name: PRC - AIDS Emergency Fund Program ACE Control #: _____		<div style="border: 1px solid black; padding: 5px; width: 50px; margin: 0 auto;"> HHS </div>	

DELIVERABLES	TOTAL CONTRACTED		DELIVERED THIS PERIOD		DELIVERED TO DATE		% OF TOTAL		REMAINING DELIVERABLES	
	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC
Emergency Financial Assistance Grants	3,569	565							3,569	565

	UDC	UDC	UDC	UDC	UDC
Unduplicated Clients for Appendix		565			565

EXPENDITURES	BUDGET	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
Total Salaries (See Page B)	\$164,699				\$164,699.00
Fringe Benefits	\$51,623				\$51,623.00
Total Personnel Expenses	\$216,322				\$216,322.00
Operating Expenses:					
Occupancy -(e.g., Rental of Property, Utilities, Building Maintenance Supplies and Repairs)	\$51,897				\$51,897.00
Materials and Supplies -(e.g., Office, Postage, Printing and Repro., Program Supplies)	\$1,227				\$1,227.00
General Operating -(e.g., Insurance, Staff Training, Equipment Rental/Maintenance)	\$3,151				\$3,151.00
Staff Travel - (e.g., Local & Out of Town)	\$444				\$444.00
Consultant/Subcontractor					
Other - (Meals, Audit, Transportation Reimb, Stipends, Facilitators)	\$356,900				\$356,900.00
Total Operating Expenses	\$413,619				\$413,619.00
Capital Expenditures					
TOTAL DIRECT EXPENSES	\$629,941				\$629,941.00
Indirect Expenses	\$56,694				\$56,694.00
TOTAL EXPENSES	\$686,635				\$686,635.00
LESS: Initial Payment Recovery					
Other Adjustments (Enter as negative, if appropriate)					
REIMBURSEMENT					

NOTES:

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

Signature: _____ Date: _____

Title: _____

Send to: aidsoffice@sfdph.org	By: _____ (DPH Authorized Signatory)	Date: _____
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DEPARTMENT OF PUBLIC HEALTH CONTRACTOR
MONTHLY DELIVERABLES AND COST REIMBURSEMENT INVOICE

Appendix F-1e
03/01/2023 - 02/29/2024
PAGE B

Contractor: Positive Resource Center
Address: 170 9th Street
San Francisco, CA 94103
Telephone: 415-777-0333
Fax: 415-777-1770
Program Name: PRC - AIDS Emergency Fund Program
ACE Control #:

Invoice Number
Contract Purchase Order No:
Fund Source:
Department ID-Authority ID:
Project ID-Activity ID:
Invoice Period:
FINAL Invoice (check if Yes)

DETAIL PERSONNEL EXPENDITURES

PERSONNEL	FTE	BUDGETED SALARY	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
Client Services Director	1.00	\$85,207				\$85,207.00
Client Services Manager	1.00	\$68,163				\$68,163.00
Director of Quality Assurance	0.10	\$11,329				\$11,329.00
TOTAL SALARIES	2.10	\$164,699				\$164,699.00

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-1e.1
07/01/2023 - 06/30/2024
PAGE A

Contractor: Positive Resource Center Address: 170 9th Street San Francisco, CA 94103 Telephone: 415-777-0333 Fax: 415-777-1770	Contract ID # 1000009024	Invoice Number A-1JUL23	Contract Purchase Order No: _____ Funding Source: <u>GF</u> Department ID-Authority ID: _____ Project ID-Activity ID: _____ Invoice Period: <u>07/1/23 - 07/31/23</u> FINAL Invoice <input type="checkbox"/> (check if Yes)
Program Name: PRC - AIDS Emergency Fund Program ACE Control #: _____		<div style="border: 1px solid black; padding: 5px; width: 50px; margin: 0 auto;"> HHS </div>	

DELIVERABLES	TOTAL CONTRACTED		DELIVERED THIS PERIOD		DELIVERED TO DATE		% OF TOTAL		REMAINING DELIVERABLES	
	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC
Emergency Financial Assistance Grants	3,044	518							3,044	518

	UDC	UDC	UDC	UDC	UDC
Unduplicated Clients for Appendix		518			518

EXPENDITURES	BUDGET	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
Total Salaries (See Page B)					
Fringe Benefits					
Total Personnel Expenses					
Operating Expenses:					
Occupancy-(e.g., Rental of Property, Utilities, Building Maintenance Supplies and Repairs)					
Materials and Supplies-(e.g., Office, Postage, Printing and Repro., Program Supplies)					
General Operating-(e.g., Insurance, Staff Training, Equipment Rental/Maintenance)					
Staff Travel - (e.g., Local & Out of Town)					
Consultant/Subcontractor					
Other - (Meals, Audit, Transportation Reimb, Stipends, Facilitators)	\$304,400				\$304,400.00
Total Operating Expenses	\$304,400				\$304,400.00
Capital Expenditures					
TOTAL DIRECT EXPENSES	\$304,400				\$304,400.00
Indirect Expenses	\$45,600				\$45,600.00
TOTAL EXPENSES	\$350,000				\$350,000.00
LESS: Initial Payment Recovery					
Other Adjustments (Enter as negative, if appropriate)					
REIMBURSEMENT					

NOTES:

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

Signature: _____ Date: _____
Title: _____

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

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

Appendix F-1f
03/01/2024 - 02/28/2025
PAGE A

Contractor: Positive Resource Center Address: 170 9th Street San Francisco, CA 94103 Telephone: 415-777-0333 Fax: 415-777-1770	Contract ID # 1000009024	Invoice Number A-1MAR24	Contract Purchase Order No: _____ Funding Source: RWPA Department ID-Authority ID: _____ Project ID-Activity ID: _____ Invoice Period: 03/1/24 - 03/31/24 FINAL Invoice <input type="checkbox"/> (check if Yes)
Program Name: PRC - AIDS Emergency Fund Program ACE Control #: _____		<div style="border: 1px solid black; padding: 5px; display: inline-block; font-weight: bold; font-size: 1.2em;">HHS</div>	

DELIVERABLES	TOTAL CONTRACTED		DELIVERED THIS PERIOD		DELIVERED TO DATE		% OF TOTAL		REMAINING DELIVERABLES	
	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC
Emergency Financial Assistance Grants	3,459	545							3,459	545

	UDC	UDC	UDC	UDC	UDC
Unduplicated Clients for Appendix		545			545

EXPENDITURES	BUDGET	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
Total Salaries (See Page B)	\$169,641				\$169,641.00
Fringe Benefits	\$54,924				\$54,924.00
Total Personnel Expenses	\$224,565				\$224,565.00
Operating Expenses:					
Occupancy-(e.g., Rental of Property, Utilities, Building Maintenance Supplies and Repairs)	\$54,491				\$54,491.00
Materials and Supplies-(e.g., Office, Postage, Printing and Repro., Program Supplies)	\$1,288				\$1,288.00
General Operating-(e.g., Insurance, Staff Training, Equipment Rental/Maintenance)	\$3,309				\$3,309.00
Staff Travel - (e.g., Local & Out of Town)	\$465				\$465.00
Consultant/Subcontractor					
Other - (Meals, Audit, Transportation Reimb, Stipends, Facilitators)	\$345,900				\$345,900.00
Total Operating Expenses	\$405,453				\$405,453.00
Capital Expenditures					
TOTAL DIRECT EXPENSES	\$630,018				\$630,018.00
Indirect Expenses	\$56,617				\$56,617.00
TOTAL EXPENSES	\$686,635				\$686,635.00
LESS: Initial Payment Recovery					
Other Adjustments (Enter as negative, if appropriate)					
REIMBURSEMENT					

NOTES:

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

Signature: _____ Date: _____
 Title: _____

Send to: aidsoffice@sfdph.org	By: _____ (DPH Authorized Signatory)	Date: _____
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**DEPARTMENT OF PUBLIC HEALTH CONTRACTOR
MONTHLY DELIVERABLES AND COST REIMBURSEMENT INVOICE**

Appendix F-1f
03/01/2024 - 02/28/2025
PAGE B

Contractor: Positive Resource Center
Address: 170 9th Street
San Francisco, CA 94103

Telephone: 415-777-0333
Fax: 415-777-1770

Program Name: PRC - AIDS Emergency Fund Program

ACE Control #:

Invoice Number
A-1MAR24

Contract Purchase Order No:

Fund Source: RWPA

Department ID-Authority ID:

Project ID-Activity ID:

Invoice Period: 03/1/24 - 03/31/24

FINAL Invoice (check if Yes)

DETAIL PERSONNEL EXPENDITURES

PERSONNEL	FTE	BUDGETED SALARY	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
Client Services Director	1.00	\$87,764				\$87,764.00
Client Services Manager	1.00	\$70,208				\$70,208.00
Director of Quality Assurance	0.10	\$11,669				\$11,669.00
TOTAL SALARIES	2.10	\$169,641				\$169,641.00

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-1f.1
07/01/2024 - 06/30/2025
PAGE A

Contractor: Positive Resource Center Address: 170 9th Street San Francisco, CA 94103 Telephone: 415-777-0333 Fax: 415-777-1770	Contract ID # 1000009024	Invoice Number A-1JUL24	Contract Purchase Order No: _____ Funding Source: _____ GF Department ID-Authority ID: _____ Project ID-Activity ID: _____ Invoice Period: 07/1/24 - 07/31/24 FINAL Invoice <input type="checkbox"/> (check if Yes)
Program Name: PRC - AIDS Emergency Fund Program ACE Control #: _____		<div style="border: 1px solid black; padding: 5px; width: 50px; margin: 0 auto;"> HHS </div>	

DELIVERABLES	TOTAL CONTRACTED		DELIVERED THIS PERIOD		DELIVERED TO DATE		% OF TOTAL		REMAINING DELIVERABLES	
	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC
Emergency Financial Assistance Grants	3,044	518							3,044	518

	UDC	UDC	UDC	UDC	UDC
Unduplicated Clients for Appendix		518			518

EXPENDITURES	BUDGET	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
Total Salaries (See Page B)					
Fringe Benefits					
Total Personnel Expenses					
Operating Expenses:					
Occupancy-(e.g., Rental of Property, Utilities, Building Maintenance Supplies and Repairs)					
Materials and Supplies-(e.g., Office, Postage, Printing and Repro., Program Supplies)					
General Operating-(e.g., Insurance, Staff Training, Equipment Rental/Maintenance)					
Staff Travel - (e.g., Local & Out of Town)					
Consultant/Subcontractor					
Other - (Meals, Audit, Transportation Reimb, Stipends, Facilitators)	\$304,400				\$304,400.00
Total Operating Expenses	\$304,400				\$304,400.00
Capital Expenditures					
TOTAL DIRECT EXPENSES	\$304,400				\$304,400.00
Indirect Expenses	\$45,600				\$45,600.00
TOTAL EXPENSES	\$350,000				\$350,000.00
LESS: Initial Payment Recovery					
Other Adjustments (Enter as negative, if appropriate)					
REIMBURSEMENT					

NOTES:

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

Signature: _____ Date: _____
 Title: _____

Send to: aidsoffice@sfdph.org	By: _____ (DPH Authorized Signatory)	Date: _____
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**DEPARTMENT OF PUBLIC HEALTH CONTRACTOR
MONTHLY DELIVERABLES AND COST REIMBURSEMENT INVOICE**

Appendix F-1f.1
07/01/2024 - 06/30/2025
PAGE B

<p>Contractor: Positive Resource Center Address: 170 9th Street San Francisco, CA 94103</p> <p>Telephone: 415-777-0333 Fax: 415-777-1770</p> <p>Program Name: PRC - AIDS Emergency Fund Program</p> <p>ACE Control #: <input style="width: 200px;" type="text"/></p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td align="center" colspan="2">Invoice Number</td> </tr> <tr> <td align="center" colspan="2">A-1JUL24</td> </tr> <tr> <td>Contract Purchase Order No:</td> <td><input style="width: 90%;" type="text"/></td> </tr> <tr> <td>Fund Source:</td> <td align="center">GF</td> </tr> <tr> <td>Department ID-Authority ID:</td> <td><input style="width: 90%;" type="text"/></td> </tr> <tr> <td>Project ID-Activity ID:</td> <td><input style="width: 90%;" type="text"/></td> </tr> <tr> <td>Invoice Period:</td> <td align="center">07/1/24 - 07/31/24</td> </tr> <tr> <td>FINAL Invoice <input type="checkbox"/></td> <td align="center">(check if Yes)</td> </tr> </table>	Invoice Number		A-1JUL24		Contract Purchase Order No:	<input style="width: 90%;" type="text"/>	Fund Source:	GF	Department ID-Authority ID:	<input style="width: 90%;" type="text"/>	Project ID-Activity ID:	<input style="width: 90%;" type="text"/>	Invoice Period:	07/1/24 - 07/31/24	FINAL Invoice <input type="checkbox"/>	(check if Yes)
Invoice Number																	
A-1JUL24																	
Contract Purchase Order No:	<input style="width: 90%;" type="text"/>																
Fund Source:	GF																
Department ID-Authority ID:	<input style="width: 90%;" type="text"/>																
Project ID-Activity ID:	<input style="width: 90%;" type="text"/>																
Invoice Period:	07/1/24 - 07/31/24																
FINAL Invoice <input type="checkbox"/>	(check if Yes)																

DETAIL PERSONNEL EXPENDITURES

PERSONNEL	FTE	BUDGETED SALARY	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
TOTAL SALARIES						

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: _____ Date: _____
Title: _____

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

Appendix F-2a
07/01/2021 - 06/30/2022
PAGE A

Contractor: Positive Resource Center Address: 170 9th Street San Francisco, CA 94103 Telephone: 415-777-0333 Fax: 415-777-1770	Contract ID # 1000009024	Invoice Number A-2JUL21	Contract Purchase Order No: _____ Funding Source: <u>GF</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: PRC - AIDS Emergency Fund Program - Dream Keepers Initiative		ACE Control #: _____	



DELIVERABLES	TOTAL CONTRACTED		DELIVERED THIS PERIOD		DELIVERED TO DATE		% OF TOTAL		REMAINING DELIVERABLES	
	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC
Emergency Financial Assistance Grants	2,124	368							2,124	368

	UDC	UDC	UDC	UDC	UDC
Unduplicated Clients for Appendix		368			368

EXPENDITURES	BUDGET	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
Total Salaries (See Page B)					
Fringe Benefits					
Total Personnel Expenses					
Operating Expenses:					
Occupancy -(e.g., Rental of Property, Utilities, Building Maintenance Supplies and Repairs)					
Materials and Supplies -(e.g., Office, Postage, Printing and Repro., Program Supplies)					
General Operating -(e.g., Insurance, Staff Training, Equipment Rental/Maintenance)					
Staff Travel - (e.g., Local & Out of Town)					
Consultant/Subcontractor					
Other - (Meals, Audit, Transportation Reimb, Stipends, Facilitators)	\$212,400				\$212,400.00
Total Operating Expenses	\$212,400				\$212,400.00
Capital Expenditures					
TOTAL DIRECT EXPENSES	\$212,400				\$212,400.00
Indirect Expenses	\$31,833				\$31,833.00
TOTAL EXPENSES	\$244,233				\$244,233.00
LESS: Initial Payment Recovery					
Other Adjustments (Enter as negative, if appropriate)					
REIMBURSEMENT					

NOTES:

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

Signature: _____ Date: _____

Title: _____

Send to: aidsoffice@sfdph.org	By: _____ (DPH Authorized Signatory)	Date: _____
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**DEPARTMENT OF PUBLIC HEALTH CONTRACTOR
MONTHLY DELIVERABLES AND COST REIMBURSEMENT INVOICE**

Appendix F-2a
07/01/2021 - 06/30/2022
PAGE B

<p>Contractor: Positive Resource Center Address: 170 9th Street San Francisco, CA 94103</p> <p>Telephone: 415-777-0333 Fax: 415-777-1770</p> <p>Program Name: PRC - AIDS Emergency Fund Program - Dream Keepers Initiative</p> <p>ACE Control #: <input style="width: 200px;" type="text"/></p>	<p>Invoice Number <input style="width: 150px;" type="text" value="A-2JUL21"/></p> <p>Contract Purchase Order No: <input style="width: 150px;" type="text"/></p> <p>Fund Source: <input style="width: 150px;" type="text" value="GF"/></p> <p>Department ID-Authority ID: <input style="width: 150px;" type="text"/></p> <p>Project ID-Activity ID: <input style="width: 150px;" type="text"/></p> <p>Invoice Period: <input style="width: 150px;" type="text" value="07/1/21 - 07/31/21"/></p> <p>FINAL Invoice <input style="width: 50px;" type="checkbox"/> (check if Yes)</p>
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DETAIL PERSONNEL EXPENDITURES

PERSONNEL	FTE	BUDGETED SALARY	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
TOTAL SALARIES						

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: _____ Date: _____

Title: _____

APPENDIX K

Data Access and Sharing Terms

Article 1 Access

1.1 Revision to Scope of Access (RSA):

Any added access may be granted by the City to Agency and each Agency Data User through a Revision to Scope of Access in writing and executed by both parties. Any Revision to Scope of Access shall be considered a part of and incorporated into this Agreement, governed by all its terms, by reference.

1.2 Primary and Alternate Agency Site Administrator.

Before System(s) access is granted, Agency must appoint a primary and alternate Agency Site Administrator responsible for System(s) access tasks, including but not limited to the following:

1.2.1 Completing and obtaining City approval of the Account Provisioning Request documents and/or Data Set Request documents;

1.2.2 Communicating with the SFDPH IT Service Desk;

1.2.3 Providing Agency Data User(s) details to the City;

1.2.4 Ensuring that Agency Data User(s) complete required SFDPH trainings annually;

1.2.5 Ensuring that Agency Data User(s) understand and execute SFDPH's data access confidentiality agreement; and

1.2.6 Provisioning and deprovisioning Agency Data Users as detailed herein. To start the process, the Agency Site Administrator must contact the SFDPH IT Service Desk at 628-206-7378, dph.helpdesk@sfdph.org.

1.3 SFDPH IT Service Desk.

For new provisioning requests, only Agency Site Administrators are authorized to contact the SFDPH IT Service Desk. The City reserves the right to decline any call placed by other than the Agency Site Administrator. Individual Agency Data Users are not authorized to contact the SFDPH IT Service Desk.

1.4 Deprovisioning Schedule.

Agency, through the Agency Site Administrator, has sole responsibility to deprovision Agency Data Users from the System(s) as appropriate on an ongoing basis. Agency must immediately deprovision an Agency Data User upon any event ending that Data User's need to access the System(s), including job duty change and/or termination. Agency remains liable for the conduct of Agency Data Users until deprovisioned. When deprovisioning employees via the SFDPH IT Service Desk, Agency must maintain evidence that the SFDPH IT Service Desk was notified.

1.5 Active Directory.

Agency Data Users will need an SFDPH Active Directory account in order to access each System(s). These Active Directory Accounts will be created as part of the provisioning process.

1.6 Role Based Access.

Each Agency Data User's access to the System(s) will be role-based and access is limited to that necessary for treatment, payment, and health care operations. The City will assign Agency Data User roles upon provisioning and reserves the right to deny, revoke, limit, or modify Agency Data User's access acting in its sole discretion.

1.7 Training Requirements.

Before System(s) access is granted, and annually thereafter, each Agency Data User must complete SFDPH compliance, privacy, and security training. Agency must maintain written records evidencing such annual training for each Agency Data User and provide copies upon request to the City. For questions about how to complete SFDPH's compliance, privacy, and security training, contact Compliance.Privacy@sfdph.org, (855) 729-6040.

Before Agency Data User first access to System(s), system-specific training must be completed. For training information, Agency Site Administrator may contact the SFDPH IT Service Desk,

1.8 Agency Data User Confidentiality Agreement.

Before System(s) access is granted, as part of SFDPH's compliance, privacy, and security training, each Agency Data User must complete SFDPH's individual user confidentiality, data security and electronic signature agreement form. The agreement must be renewed annually.

1.9 Corrective Action.

Agency shall take corrective action, including but not limited to termination and/or suspension of any System(s) access by any Agency Data User who acts in violation of this Agreement and/or applicable regulatory requirements.

1.10 User ID and Password.

Each Agency Data User will be assigned or create a User ID and password. Agency and each Agency Data User shall protect the confidentiality of User IDs and passwords and shall not divulge them to any other person(s). Agency is responsible for the security of the User IDs and passwords issued to or created by Agency Data Users and is liable for any misuse.

1.11 Notification of Compromised Password.

In the event that a password assigned to or created by an Agency Data User is compromised or disclosed to a person other than the Agency Data User, Agency shall upon learning of the compromised password immediately notify the City, at Compliance.Privacy@sfdph.org, (855) 729-6040. Agency is liable for any such misuse. Agency's failure to monitor each Agency Data User's ID and/or password use shall provide grounds for the City to terminate and/or limit Agency's System(s) access.

1.12 Multi Factor Authentication.

Agency and each Agency Data User must use multi-factor authentication as directed by the City to access the System(s).

1.13 Qualified Personnel.

Agency shall allow only qualified personnel under Agency's direct supervision to act as Agency Data Users with access to the System(s).

1.14 Workstation/Laptop encryption.

All workstations and laptops that process and/or store City Data must be encrypted using a current industry standard algorithm. The encryption solution must be full disk unless approved by the SFDPH Information Security Office.

1.15 Server Security.

Servers containing unencrypted City Data must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review.

1.16 Removable media devices.

All electronic files that contain City Data must be encrypted using a current industry standard algorithm when stored on any removable media or portable device (i.e., USB thumb drives, CD/DVD, smart devices tapes etc.).

1.17 Antivirus software.

All workstations, laptops and other systems that process and/or store City Data must install and actively use a comprehensive anti-virus software solution with automatic updates scheduled at least daily.

1.18 Patch Management.

All workstations, laptops and other systems that process and/or store City Data must have operating system and application security patches applied, with system reboot if necessary. There must be a documented patch management process that determines installation timeframe based on risk assessment and vendor recommendations.

1.19 System Timeout.

The system must provide an automatic timeout, requiring reauthentication of the user session after no more than 20 minutes of inactivity.

1.20 Warning Banners.

All systems containing City Data must display a warning banner each time a user attempts access, stating that data is confidential, systems are logged, and system use is for business purposes only. User must be directed to log off the system if they do not agree with these requirements.

1.21 Transmission encryption.

All data transmissions of City Data outside the Agency's secure internal network must be encrypted using a current industry standard algorithm. Encryption can be end to end at the network level, or the data files containing City Data can be encrypted. This requirement pertains to any type of City Data in motion such as website access, file transfer, and e-mail.

1.22 No Faxing/Mailing.

City Data may not be faxed or mailed.

1.23 Intrusion Detection.

All systems involved in accessing, holding, transporting, and protecting City Data that are accessible via the Internet must be protected by a comprehensive intrusion detection and prevention solution.

of the City.

1.24 Security of PHI.

Agency is solely responsible for maintaining data security policies and procedures, consistent with those of the City that will adequately safeguard the City Data and the System. Upon request, Agency will provide such security policies and procedures to the City. The City may examine annually, or in response to a security or privacy incident, Agency's facilities, computers, privacy and security policies and procedures and related records as may be necessary to be assured that Agency is in compliance with the terms of this Agreement, and as applicable HIPAA, the HITECH Act, and other federal and state privacy and security laws and regulations. Such examination will occur at a mutually acceptable time agreed upon by the parties but no later than ten (10) business days of Agency's receipt of the request.

1.25 Data Security and City Data

Agency shall provide security for its networks and all internet connections consistent with industry best practices, and will promptly install all patches, fixes, upgrades, updates and new versions of any security software it employs. For information disclosed in electronic form, Agency agrees that appropriate safeguards include electronic barriers (e.g., "firewalls", Transport Layer Security (TLS), Secure Socket Layer [SSL] encryption, or most current industry standard encryption, intrusion prevention/detection or similar barriers).

1.26 Data Privacy and Information Security Program.

Without limiting Agency's obligation of confidentiality as further described herein, Agency shall be responsible for establishing and maintaining a data privacy and information security program, including physical, technical, administrative, and organizational safeguards, that is designed to: (i) ensure the security and confidentiality of the City Data; (ii) protect against any anticipated threats or hazards to the security or integrity of the City Data; (iii) protect against unauthorized disclosure, access to, or use of the City Data; (iv) ensure the proper disposal of City Data; and, (v) ensure that all of Agency's employees, agents, and subcontractors, if any, comply with all of the foregoing. In no case shall the safeguards of Agency's data privacy and information security program be less stringent than the safeguards and standards recommended by the National Institute of Standards and Technology (NIST) Cybersecurity Framework and the Health Information Technology for Economic and Clinical Health Act (HITECH).

1.27 Disaster Recovery.

Agency must establish a documented plan to protect the security of electronic City Data in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this agreement for more than 24 hours.

1.28 Supervision of Data.

City Data in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means that information is not being observed by an Agency Data User authorized to access the information. City Data in paper form shall not be left unattended at any time in vehicles or planes and shall not be checked in baggage on commercial airplanes.

1.29 As Is Access.

The City provides Agency and each Agency Data User with System(s) access on an "as is" basis with no guarantee as to uptime, accessibility, or usefulness. To the fullest extent permissible by applicable law,

the City disclaims all warranties, express or implied, including, without limitation, implied warranties of merchantability, fitness for a particular purpose, title and non-infringement.

1.30 No Technical or Administrative Support.

Except as provided herein, the City will provide no technical or administrative support to Agency or Agency Data Users for System(s) access.

1.31 City Audit of Agency and Agency Data Users.

The City acting in its sole discretion may audit Agency and Agency Data Users at any time. If an audit reveals an irregularity or security issue, the City may take corrective action including but not limited to termination of such Agency's and/or Agency Data User's access to the System(s) permanently or until the City determines that all irregularities have been satisfactorily cured. Agency and each Agency Data User understands that the City may create and review an audit trail for each Agency Data User, including but not limited to, noting each Agency Data User's ID(s), the patient information accessed, and/or the date accessed. Agency and each Agency Data User understands that any inappropriate access or use of patient information, as determined by the City, may result in the temporary and/or permanent termination of Agency's or such Agency Data User's access to the System(s). Agency remains liable for all inappropriate System(s) access, misuse and/or breach of patient information, whether in electronic or hard-copy form.

1.32 Minimum Necessary.

Agency and each Agency Data User shall safeguard the confidentiality of all City Data that is viewed or obtained through the System(s) at all times. Agency and each Agency Data User shall access patient information in the System(s) only to the minimum extent necessary for its assigned duties and shall only disclose such information to persons authorized to receive it, as minimally necessary for treatment, payment and health care operations.

1.33 No Re-Disclosure or Reporting.

Agency may not in any way re-disclose SFDPH Data or otherwise prepare reports, summaries, or any other material (in electronic or hard-copy format) regarding or containing City Data for transmission to any other requesting individuals, agencies, or organizations without prior written City approval and where such re-disclosure is otherwise permitted or required by law.

1.34 Health Information Exchange.

If Agency is qualified to enroll in a health information exchange, the City encourages Agency to do so in order to facilitate the secure exchange of data between Agency's electronic health record system (EHR) and the City's Epic EHR.

1.35 Subcontracting.

Agency may not subcontract any portion of Data Access Agreement, except upon prior written approval of City. If the City approves a subcontract, Agency remains fully responsible for its subcontractor(s) throughout the term and/or after expiration of this Agreement. All Subcontracts must incorporate the terms of this Data Access Agreement. To the extent that any subcontractor would have access to a System, each such subcontractor's access must be limited and subject to the same governing terms to the same extent as Agency's access. In addition, each contract between Agency and that subcontractor must, except as the City otherwise agrees, include a Business Associate Agreement requiring such subcontractor

to comply with all regulatory requirements regarding third-party access, and include a provision obligating that subcontractor to (1) defend, indemnify, and hold the City harmless in the event of a data breach in the same manner in which Agency would be so obligated, (2) provide cyber insurance with limits identified in Article 5, and (3) ensure that such data has been destroyed, returned, and/or protected as provided by HIPAA at the expiration of the subcontract term.

Article 2 Indemnity

2.1 Medical Malpractice Indemnification.

Agency recognizes that the System(s) is a sophisticated tool for use only by trained personnel, and it is not a substitute for competent human intervention and discretionary thinking. Therefore, if providing patient treatment, Agency agrees that it will:

- (a) Read information displayed or transmitted by the System accurately and completely;
- (b) Ensure that Agency Data Users are trained on the use of the System;
- (c) Be responsible for decisions made based on the use of the System;
- (d) Verify the accuracy of all information accessed through the System using applicable standards of good medical practice to no less a degree than if Agency were using paper records;
- (e) Report to the City as soon as reasonably practicable all data errors and suspected problems related to the System that Agency knows or should know could adversely affect patient care;
- (f) Follow industry standard business continuity policies and procedures that will permit Agency to provide patient care in the event of a disaster or the System unavailability;
- (g) Use the System only in accordance with applicable standards of good medical practice.

Agency agrees to indemnify, hold harmless and defend City from any claim by or on behalf of any patient, or by or on behalf of any other third party or person claiming damage by virtue of a familial or financial relationship with such a patient, regardless of the cause, if such claim in any way arises out of or relates to patient care or outcomes based on Agency's or an Agency Data User's System access.

Article 3 Proprietary Rights and Data Breach

3.1 Ownership of City Data.

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

3.2 Data Breach; Loss of City Data.

The Agency shall notify City immediately by telephone call plus email upon the discovery of a breach (as herein). For purposes of this Section, breaches and security incidents shall be treated as discovered by Agency as of the first day on which such breach or security incident is known to the Agency, or, by exercising reasonable diligence would have been known to the Agency. Agency shall be deemed to have knowledge of a breach if such breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the breach, who is an employee or agent of the Agency.

Agency shall take:

- i. prompt corrective action to mitigate any risks or damages involved with the breach or security incident and to protect the operating environment; and

- ii. any action pertaining to a breach required by applicable federal and state laws.

3.2.1 Investigation of Breach and Security Incidents: The Agency shall immediately investigate such breach or security incident. As soon as the information is known and shall inform the City of:

- i. what data elements were involved, and the extent of the data disclosure or access involved in the breach, including, specifically, the number of individuals whose personal information was breached; and
- ii. a description of the unauthorized persons known or reasonably believed to have improperly used the City Data and/or a description of the unauthorized persons known or reasonably believed to have improperly accessed or acquired the City Data, or to whom it is known or reasonably believed to have had the City Data improperly disclosed to them; and
- iii. a description of where the City Data is believed to have been improperly used or disclosed; and
- iv. a description of the probable and proximate causes of the breach or security incident; and
- v. whether any federal or state laws requiring individual notifications of breaches have been triggered.

3.2.2 Written Report: Agency shall provide a written report of the investigation to the City as soon as practicable after the discovery of the breach or security incident. The report shall include, but not be limited to, the information specified above, as well as a complete, detailed corrective action plan, including information on measures that were taken to halt and/or contain the breach or security incident, and measures to be taken to prevent the recurrence or further disclosure of data regarding such breach or security incident.

3.2.3 Notification to Individuals: If notification to individuals whose information was breached is required under state or federal law, and regardless of whether Agency is considered only a custodian and/or non-owner of the City Data, Agency shall, at its sole expense, and at the sole election of City, either:

- i. make notification to the individuals affected by the breach (including substitute notification), pursuant to the content and timeliness provisions of such applicable state or federal breach notice laws. Agency shall inform the City of the time, manner and content of any such notifications, prior to the transmission of such notifications to the individuals; or
- ii. cooperate with and assist City in its notification (including substitute notification) to the individuals affected by the breach.

3.2.4 Sample Notification to Individuals: If notification to individuals is required, and regardless of whether Agency is considered only a custodian and/or non-owner of the City Data, Agency shall, at its sole expense, and at the sole election of City, either:

- i. electronically submit a single sample copy of the security breach notification as required to the state or federal entity and inform the City of the time, manner and content of any such submissions, prior to the transmission of such submissions to the Attorney General; or
- ii. cooperate with and assist City in its submission of a sample copy of the notification to the Attorney General.

3.3 **Media Communications**

City shall conduct all media communications related to such Data Breach, unless in its sole discretion, City directs Agency to do so.

**Attachment 1 to Appendix K
System Specific Requirements**

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

A. SFDPH Care Link Requirements:

1. Connectivity.

- a) Agency must obtain and maintain connectivity and network configuration and required hardware and equipment in accordance with specifications provided by Epic and must update the configuration of all first and third-party software as required. Technical equipment and software specifications for accessing SFDPH Care Link will change over time. Current required browser, system and connection requirements can be found on the Target Platform Roadmap and Target Platform Notes sections of the Epic Galaxy website galaxy.epic.com. Agency is responsible for all associated costs. Agency shall ensure that Agency Data Users access the System only through equipment owned or leased and maintained by Agency.

2. Compliance with Epic Terms and Conditions.

- a) Agency will at all times access and use the System strictly in accordance with the Epic Terms and Conditions. The following Epic Care Link Terms and Conditions are embedded within the SFDPH Care Link application, and each Data User will need to agree to them electronically upon first sign-in before accessing SFDPH Care Link:

3. Epic-Provided Terms and Conditions

- a) Some short, basic rules apply to you when you use your EpicCare Link account. Please read them carefully. The Epic customer providing you access to EpicCare Link may require you to accept additional terms, but these are the rules that apply between you and Epic.
- b) Epic is providing you access to EpicCare Link, so that you can do useful things with data from an Epic customer's system. This includes using the information accessed through your account to help facilitate care to patients shared with an Epic customer, tracking your referral data, or otherwise using your account to further your business interests in connection with data from an Epic customer's system. However, you are not permitted to use your access to EpicCare Link to help you or another organization develop software that is similar to EpicCare Link. Additionally, you agree not to share your account information with anyone outside of your organization.

II. For Access to SFDPH Epic through Epic Hyperspace and Epic Hyperdrive the following terms shall apply:

A. SFDPH Epic Hyperspace and Epic Hyperdrive:

1. Connectivity.

- a) Agency must obtain and maintain connectivity and network configuration and required hardware and equipment in accordance with specifications provided by Epic and SFDPH and must update the configuration of all first and third-party software as required. Technical equipment and software specifications for accessing SFDPH Epic Hyperspace will change over time. Epic Hyperdrive is a web-based platform that will replace Epic Hyperspace in the future. You may request a copy of current required browser, system and connection requirements from the SFDPH IT team. Agency is responsible for all

associated costs. Agency shall ensure that Agency Data Users access the System only through equipment owned or leased and maintained by Agency.

2. Application For Access and Compliance with Epic Terms and Conditions.

- a) Prior to entering into agreement with SFDPH to access SFDPH Epic Hyperspace or Epic Hyperdrive, Agency must first complete an Application For Access with Epic Systems Corporation of Verona, WI. The Application For Access is found at: <https://userweb.epic.com/Forms/AccessApplication>. Epic Systems Corporation must notify SFDPH, in writing, of Agency's permissions to access SFDPH Epic Hyperspace or Epic Hyperdrive prior to completing this agreement. Agency will at all times access and use the system strictly in accordance with the Epic Terms and Conditions.

III. For Access to SFDPH myAvatar through WebConnect and VDI the following terms shall apply:

A. SFDPH myAvatar via WebConnect and VDI:

1. Connectivity.

- a. Agency must obtain and maintain connectivity and network configuration and required hardware and equipment in accordance with specifications provided by SFDPH and must update the configuration of all first and third-party software as required. Technical equipment and software specifications for accessing SFDPH myAvatar will change over time. You may request a copy of current required browser, system and connection requirements from the SFDPH IT team. Agency is responsible for all associated costs. Agency shall ensure that Agency Data Users access the System only through equipment owned or leased and maintained by Agency.

2. Information Technology (IT) Support.

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

3. Access Control.

- a. Access to the BHS Electronic Health Record is granted based on clinical and business requirements in accordance with the Behavioral Health Services EHR Access Control Policy (6.00-06). The Access Control Policy is found at: <https://www.sfdph.org/dph/files/CBHSPolProcMnl/6.00-06.pdf>
- b. Each user is unique and agrees not to share accounts or passwords.
- c. Applicants must complete the myAvatar Account Request Form found at https://www.sfdph.org/dph/files/CBHSdocs/BHISdocs/UserDoc/Avatar_Account_Request_Form.pdf
- d. Applicants must complete the credentialing process in accordance with the DHCS MHSUDS Information Notice #18-019.
- e. Applicants must complete myAvatar Training.
- f. Level of access is based on "Need to Know", job duties and responsibilities.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/31/2021

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).

PRODUCER RCU Services Group, DBA RCU Insurance Services 3033 Cleveland Avenue Santa Rosa CA 95403	CONTACT NAME: PHONE (A/C No. Ext): 707-576-5120 E-MAIL ADDRESS: RCUIS@redwoodcu.org	FAX (A/C, No): 707-522-6851
	INSURER(S) AFFORDING COVERAGE	
INSURED PRC 170 9th Street San Francisco CA 94103	License#: 0D91054 PRC0000-01	INSURER A: Nonprofit Insurance Alliance Of California INSURER B: Republic Ind Co. of America INSURER C: Philadelphia Insurance Co INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER: 860870730** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	2021-16972	2/3/2021	2/3/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input 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			2021-16972	2/3/2021	2/3/2022	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"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			2021-16972-UMB	2/3/2021	2/3/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	25105107	8/1/2021	8/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Cyber Liability			PHSD1622214	4/1/2021	4/1/2022	Cyber Liability \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Proof of Insurance only

CERTIFICATE HOLDER

CANCELLATION

Proof of Insurance	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 <i>Anusola Berelle</i>
--------------------	---

POLICY NUMBER: 2021-16972
Named Insured: PRC

COMMERCIAL GENERAL LIABILITY
CG 20 12 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – STATE OR GOVERNMENTAL AGENCY OR SUBDIVISION OR POLITICAL SUBDIVISION – PERMITS OR AUTHORIZATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

<p>State Or Governmental Agency Or Subdivision Or Political Subdivision:</p> <p>City And County Of San Francisco, SFDPH, its Officers, Directors, Employees, Agents and Representatives</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

- A. Section II – Who Is An Insured** is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision shown in the Schedule, subject to the following provisions:
1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

However:

- a. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- b. 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.

2. This insurance does not apply to:
 - a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
 - b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

- 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.

SOCIAL SERVICE AGENCIES – VOLUNTEERS AS INSUREDS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

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

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

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



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www.insurancefornonprofits.org

**BUSINESS AUTO COVERAGE
ADDITIONAL INSURED/LOSS PAYEE EXTENSION**

POLICY NUMBER: 2021-16972-NPO

Schedule AI

NAME OF INSURED: PRC

Page 1

**ADDITIONAL INSUREDS /
LOSS PAYEE**

Additional Insured - CA2001
City And County of San Francisco, Its Officers, Agents &
Employees, Dept of Public Health
101 Grove St., Room 307
San Francisco, CA 94102
As respects vehicle(s): N/A

COUNTERSIGNED: 2/5/2021

BY

A handwritten signature in black ink, appearing to read "Pamela C. Q.", written over a horizontal line.

(AUTHORIZED REPRESENTATIVE)