

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

Agreement between the City and County of San Francisco and

Rafiki Coalition for Health & Wellness

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This Agreement is made this 1st day of **January, 2023**, in the City and County of San Francisco (“City”), State of California, by and between **Rafiki Coalition for Health & Wellness, 601 Cesar Chavez Street, San Francisco, CA 94124** (“Contractor”) and City.

Recitals

WHEREAS, the Department of Public Health (“Department”) wishes to secure **Health Access Point Services through an Equity-Focused, Community-Centered, Whole Person Care Approach to Integrated HIV, HCV, and STD Prevention Programs for Affected Communities**; and

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

WHEREAS, this Agreement was competitively procured as required by San Francisco Administrative Code Chapter 21.1 through a Request for Proposal (“**RFP**”) **4-2019** issued on September 12, 2019, in which City selected Contractor as the highest qualified scorer pursuant to the RFP; and

WHEREAS, this Contract is deemed exempt from Chapter 14B of the San Francisco Administrative Code and there is no Local Business Entity (“LBE”) subcontracting participation requirement for this Agreement; and

WHEREAS, approval for the Agreement was obtained on **June 29, 2016** from the Civil Service Commission under PSC number **2006 – 07/08** in the amount of **\$210,000,000** for the period commencing **07/01/2008** and ending **Continuous**; and

Now, THEREFORE, the parties agree as follows:

Article 1 Definitions

The following definitions apply to this Agreement:

1.1 “**Agreement**” means this contract document, including all attached appendices, and all applicable City Ordinances and Mandatory City Requirements 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 **Rafiki Coalition for Health & Wellness, 601 Cesar Chavez Street, San Francisco, CA 94124.**

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.

Article 2 Term of the Agreement

2.1 **Term.** The term of this Agreement shall commence on **January 1st, 2023** and expire on **June 30th, 2027**, unless earlier terminated as otherwise provided herein.

2.2 **Options to Extend.** 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: 07/01/2027-06/30/2028

Option 2: 07/01/2028-06/30/2029

Option 3: 07/01/2029-06/30/2030

Option 4: 07/01/2030-06/30/2031

Option 5: 07/01/2031-06/30/2032

Option 6: 06/30/2032-12/31/2032

Article 3 Financial Matters

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

year. If funds are appropriated for a portion of the fiscal year, this Agreement will terminate, without penalty, liability or expense of any kind at the end of the term for which funds are appropriated. City has no obligation to make appropriations for this Agreement in lieu of appropriations for new or other agreements. City budget decisions are subject to the discretion of the Mayor and the Board of Supervisors. Contractor's assumption of risk of possible non-appropriation is part of the consideration for this Agreement.

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

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

3.3 Compensation.

3.3.1 Calculation of Charges. Contractor shall provide an invoice to the City on a monthly basis for goods delivered and/or 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 goods and/or Services identified in the invoice that the City, in his or her sole discretion, concludes has been satisfactorily performed. In no event shall the amount of this Agreement exceed **Nine Million Four Hundred Thirteen Thousand Six Hundred DOLLARS (\$9,413,600)**. The breakdown of charges associated with this Agreement appears in Appendix B, "Calculation of Charges." 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. City will not honor minimum service order charges for any services covered by this Agreement.

3.3.2 Payment Limited to Satisfactory Services and Delivery of Goods. Contractor is not entitled to any payments from City until City approves the goods and/or Services delivered pursuant to this Agreement. Payments to Contractor by City shall not excuse Contractor from its obligation to replace unsatisfactory delivery of goods and/or Services even if the unsatisfactory character may not have been apparent or detected at the time such payment was made. Goods and/or Services delivered pursuant to this Agreement that do not conform to the requirements of this Agreement may be rejected by City and in such case must be replaced by Contractor without delay at no cost to the City.

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

3.3.4 Invoice Format. Invoices furnished by Contractor under this Agreement must be in a form acceptable to the Controller and City and include a unique invoice number and a specific invoice date. Payment shall be made by City as specified in Section 3.3.7, or in such alternate manner as the Parties have mutually agreed upon in writing. All invoices must show the PeopleSoft Purchase Order ID Number, PeopleSoft Supplier Name and ID, Item numbers (if applicable), complete description of goods delivered or Services performed, sales/use tax (if applicable), contract payment terms and contract price. Invoices that do not include all required information or contain inaccurate information will not be processed for payment.

3.3.5 Reserved. (LBE Payment and Utilization Tracking System)

3.3.6 Getting paid by the City for Goods and/or Services.

(a) The City and County of San Francisco utilizes the Paymode-X[®] service offered by Bank of America Merrill Lynch to pay City contractors. Contractor must sign up to receive electronic payments to be paid under this Agreement. To sign up for electronic payments, visit http://portal.paymode.com/city_countyofsanfrancisco.

(b) At the option of the City, Contractor may be required to submit invoices directly in the City's financial and procurement system (PeopleSoft) via eSettlement. Refer to <https://sfcitypartner.sfgov.org/pages/training.aspx> for more information on eSettlement. For access to PeopleSoft eSettlement, submit a request through sfemployeeportalsupport@sfgov.org.

3.3.7 Grant Funded Contracts.

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

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

3.3.8 Payment Terms.

(a) **Payment Due Date:** Unless City notifies the Contractor that a dispute exists, Payment shall be made within **30** calendar days, measured from (1) the delivery of goods and/or the rendering of services or (2) the date of receipt of the invoice, whichever is later. Payment is deemed to be made on the date on which City has issued a check to Contractor or, if Contractor has agreed to electronic payment, the date on which City has posted electronic payment to Contractor.

(b) **Reserved (Payment Discount Terms)**

3.4 Audit and Inspection of Records.

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

Contractor shall annually have its books of accounts audited by a Certified Public Accountant and a copy of said audit report and the associated management letter(s) shall be transmitted to the Director of Public Health or his /her designee within one hundred eighty (180) calendar days following Contractor's fiscal year end date. If Contractor expends \$750,000 or more in Federal funding per year, from any and all Federal awards, said audit shall be conducted in accordance with 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Said

requirements can be found at the following website address: https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl.

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

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

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

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

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

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

Article 4 Services and Resources

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

4.2 Personnel

4.2.1 Qualified Personnel. Contractor shall utilize only competent personnel under the supervision of, and in the employment of, Contractor (or Contractor's authorized subcontractors) to perform the Services. Contractor will comply with City's reasonable requests regarding assignment and/or removal of personnel, but all personnel, including those assigned at City's request, must be supervised by Contractor. Contractor shall commit adequate resources to allow timely completion within the project schedule specified in this Agreement.

4.2.2 Contractor Vaccination Policy.

(a) Contractor acknowledges that it has read the requirements of the 38th Supplement to Mayoral Proclamation Declaring the Existence of a Local Emergency ("Emergency Declaration"), dated February 25, 2020, and the Contractor Vaccination Policy for City Contractors issued by the City Administrator ("Contractor Vaccination Policy"), as those documents may be amended from time to time. A copy of the Contractor Vaccination Policy can be found at: <https://sf.gov/confirm-vaccine-status-your-employees-and-subcontractors>.

(b) A Contract subject to the Emergency Declaration is an agreement between the City and any other entity or individual and any subcontract under such agreement, where Covered Employees of the Contractor or Subcontractor work in-person with City employees in connection with the work or services performed under the agreement at a City owned, leased, or controlled facility. Such agreements include, but are not limited to, professional services contracts, general services contracts, public works contracts, and grants. Contract includes such agreements currently in place or entered into during the term of the Emergency Declaration. Contract does not include an agreement with a state or federal governmental entity or agreements that do not involve the City paying or receiving funds.

(c) In accordance with the Contractor Vaccination Policy, Contractor agrees that:

(i) Where applicable, Contractor shall ensure it complies with the requirements of the Contractor Vaccination Policy pertaining to Covered Employees, as they are defined under the Emergency Declaration and the Contractor Vaccination Policy, and insure such Covered

Employees are either fully vaccinated for COVID-19 or obtain from Contractor an exemption based on medical or religious grounds; and

(ii) If Contractor grants Covered Employees an exemption based on medical or religious grounds, Contractor will promptly notify City by completing and submitting the Covered Employees Granted Exemptions Form (“Exemptions Form”), which can be found at <https://sf.gov/confirm-vaccine-status-your-employees-and-subcontractors> (navigate to “Exemptions” to download the form).

(d) The City reserves the right to impose a more stringent COVID-19 vaccination policy for the San Francisco Department of Public Health, acting in its sole discretion.

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

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

4.4.1 **Independent Contractor.** For the purposes of this Section 4.4, “Contractor” shall be deemed to include not only Contractor, but also any agent or employee of Contractor. Contractor acknowledges and agrees that at all times, Contractor or any agent or employee of Contractor shall be deemed at all times to be an independent contractor and is wholly responsible for the manner in which it performs the services and work requested by City under this Agreement. Contractor, its agents, and employees will not represent or hold themselves out to be employees of the City at any time. Contractor or any agent or employee of Contractor shall not have employee status with City, nor be entitled to participate in any plans, arrangements, or distributions by City pertaining to or in connection with any retirement, health or other benefits that City may offer its employees. Contractor or any agent or employee of Contractor is liable for the acts and omissions of itself, its employees and its agents. Contractor shall be responsible for all obligations and payments, whether imposed by federal, state or local law, including, but not limited to, FICA, income tax withholdings, unemployment compensation, insurance, and other similar responsibilities related to Contractor’s performing services and work, or any agent or employee of Contractor providing same. Nothing in this Agreement shall be construed as creating an employment or agency relationship between City and Contractor or any agent or employee of Contractor. Any terms in this Agreement referring to direction from City shall be construed as providing for direction as to policy and the result of Contractor’s work only, and not as to the means by which such a result is obtained. City does not retain the right to control the means or the method by which Contractor performs work under this Agreement. Contractor agrees to maintain and make available to City, upon request and during regular business hours, accurate books and accounting records demonstrating Contractor’s compliance with this Section. Should City determine that Contractor, or any agent or employee of Contractor, is not performing in accordance with the requirements of this Agreement, City shall provide Contractor with written notice of such failure. Within five (5) business days of Contractor’s receipt of such notice, and in accordance with Contractor policy and procedure, Contractor shall remedy the deficiency. Notwithstanding, if City believes that an action of Contractor, or any agent or employee of

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

4.4.2 Payment of Employment Taxes and Other Expenses. Should City, in its discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Division, or both, determine that Contractor is an employee for purposes of collection of any employment taxes, the amounts payable under this Agreement shall be reduced by amounts equal to both the employee and employer portions of the tax due (and offsetting any credits for amounts already paid by Contractor which can be applied against this liability). City shall then forward those amounts to the relevant taxing authority. Should a relevant taxing authority determine a liability for past services performed by Contractor for City, upon notification of such fact by City, Contractor shall promptly remit such amount due or arrange with City to have the amount due withheld from future payments to Contractor under this Agreement (again, offsetting any amounts already paid by Contractor which can be applied as a credit against such liability). A determination of employment status pursuant to this Section 4.4 shall be solely limited to the purposes of the particular tax in question, and for all other purposes of this Agreement, Contractor shall not be considered an employee of City. Notwithstanding the foregoing, Contractor agrees to indemnify and save harmless City and its officers, agents and employees from, and, if requested, shall defend them against any and all claims, losses, costs, damages, and expenses, including attorneys' fees, arising from this Section.

4.5 Assignment. The Services to be performed by Contractor are personal in character. Neither this Agreement, nor any duties or obligations hereunder, may be directly or indirectly assigned, novated, hypothecated, transferred, or delegated by Contractor, or, where the Contractor is a joint venture, a joint venture partner, (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.

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

Article 5 Insurance and Indemnity

5.1 Insurance.

5.1.1 Required Coverages. 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. Policy must include Abuse and Molestation coverage.

(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, in statutory amounts, with Employers' Liability Limits not less than \$1,000,000 each accident, injury, or illness.

(d) Professional Liability Insurance, applicable to Contractor's profession, with limits not less than \$1,000,000 for each claim with respect to negligent acts, errors or omissions in connection with the Services.

(e) Reserved. (Technology Errors and Omissions Liability 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)

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 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.

Article 6 Liability of the Parties

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

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

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

Article 7 Payment of Taxes

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

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

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

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

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

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

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.

Article 8 Termination and Default

8.1 Termination for Convenience

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

8.1.2 Upon receipt of the notice of termination, Contractor shall commence and perform, with diligence, all actions necessary on the part of Contractor to effect the termination of this Agreement on the date specified by City and to minimize the liability of Contractor and City to third parties as a result of termination. All such actions shall be subject to the prior approval of City. Such actions may include any or all of the following, without limitation:

(a) Halting the performance of all Services under this Agreement on the date(s) and in the manner specified by City.

(b) Terminating all existing orders and subcontracts, and not placing any further orders or subcontracts for materials, Services, equipment or other items.

(c) At City’s direction, assigning to City any or all of Contractor’s right, title, and interest under the orders and subcontracts terminated. Upon such assignment, City shall have the right, in its sole discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.

(d) Subject to City’s approval, settling all outstanding liabilities and all claims arising out of the termination of orders and subcontracts.

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

(f) Taking such action as may be necessary, or as the City may direct, for the protection and preservation of any property related to this Agreement which is in the possession of Contractor and in which City has or may acquire an interest.

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

(a) The reasonable cost to Contractor, without profit, for all Services prior to the specified termination date, for which Services City has not already tendered payment. Reasonable costs may include a reasonable allowance for actual overhead, not to exceed a total of 10% of Contractor's direct costs for Services. Any overhead allowance shall be separately itemized. Contractor may also recover the reasonable cost of preparing the invoice.

(b) A reasonable allowance for profit on the cost of the Services described in the immediately preceding subsection (a), provided that Contractor can establish, to the satisfaction of City, that Contractor would have made a profit had all Services under this Agreement been completed, and provided further, that the profit allowed shall in no event exceed 5% of such cost.

(c) The reasonable cost to Contractor of handling material or equipment returned to the vendor, delivered to the City or otherwise disposed of as directed by the City.

(d) A deduction for the cost of materials to be retained by Contractor, amounts realized from the sale of materials and not otherwise recovered by or credited to City, and any other appropriate credits to City against the cost of the Services or other work.

8.1.4 In no event shall City be liable for costs incurred by Contractor or any of its subcontractors after the termination date specified by City, except for those costs specifically listed in Section 8.1.3. Such non-recoverable costs include, but are not limited to, anticipated profits on the Services under this Agreement, post-termination employee salaries, post-termination administrative expenses, post-termination overhead or unabsorbed overhead, attorneys' fees or other costs relating to the prosecution of a claim or lawsuit, prejudgment interest, or any other expense which is not reasonable or authorized under Section 8.1.3.

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

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

8.2 Termination for Default; Remedies.

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

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

3.5	Submitting False Claims.	10.10	Alcohol and Drug-Free Workplace
4.5	Assignment	10.13	Working with Minors
Article 5	Insurance and Indemnity	11.10	Compliance with Laws
Article 7	Payment of Taxes	Article 13	Data and Security

(a) Contractor fails or refuses to perform or observe any other term, covenant or condition contained in this Agreement, including any obligation imposed by ordinance or statute and incorporated by reference herein, and such default is not cured within ten days after written notice thereof from City to Contractor. If Contractor defaults a second time in the same manner as a prior default cured by Contractor, City may in its sole discretion immediately terminate the Agreement for default or grant an additional period not to exceed five days for Contractor to cure the default.

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

(c) A court or government authority enters an order (i) appointing a custodian, receiver, trustee or other officer with similar powers with respect to Contractor or with respect to any substantial part of Contractor's property, (ii) constituting an order for relief or approving a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction or (iii) ordering the dissolution, winding-up or liquidation of Contractor.

8.2.3 On and after any Event of Default, City shall have the right to exercise its legal and equitable remedies, including, without limitation, the right to terminate this Agreement or to seek specific performance of all or any part of this Agreement. In addition, in accordance with San Francisco Administrative Code Section 21.33 (Procedure Upon Contractor's Failure to Deliver) where applicable, City shall have the right (but no obligation) to cure (or cause to be cured) on behalf of Contractor any Event of Default; Contractor shall pay to City on demand all costs and expenses incurred by City in effecting such cure, with interest thereon from the date of incurrence at the maximum rate then permitted by law. Further, in accordance with San Francisco Administrative Code Section 10.27.1 (Controller may Offset), City shall have the right to offset from any amounts due to Contractor under this Agreement or any other agreement between City and Contractor: (i) all damages, losses, costs or expenses incurred by City as a result of an Event of Default; and (ii) any liquidated damages levied upon Contractor pursuant to the terms of this Agreement; and (iii), any damages imposed by any ordinance or statute that is incorporated into this Agreement by reference, or into any other agreement with the City. This Section 8.2.3 shall survive termination of this Agreement.

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

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

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

8.4 Rights and Duties upon Termination or Expiration.

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

3.3.2	Payment Limited to Satisfactory Services	9.1	Ownership of Results
3.3.7(a)	Grant Funded Contracts – Disallowance	9.2	Works for Hire
3.4	Audit and Inspection of Records	11.6	Dispute Resolution Procedure
3.5	Submitting False Claims	11.7	Agreement Made in California; Venue
Article 5	Insurance and Indemnity	11.8	Construction
6.1	Liability of City	11.9	Entire Agreement
6.3	Liability for Incidental and Consequential Damages	11.10	Compliance with Laws
Article 7	Payment of Taxes	11.11	Severability
8.1.6	Payment Obligation	Article 13	Data and Security
		Appendix E	Business Associate Agreement

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

Article 9 Rights In Deliverables

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

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

imposing the same duties upon subcontractor(s). With City's prior written approval, Contractor and its subcontractor(s) may retain and use copies of such works for reference and as documentation of their respective experience and capabilities.

Article 10 Additional Requirements Incorporated by Reference

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

10.2 Conflict of Interest. By executing this Agreement, Contractor certifies that it does not know of any fact which constitutes a violation of Section 15.103 of the City's Charter; Article III, Chapter 2 of City's Campaign and Governmental Conduct Code; Title 9, Chapter 7 of the California Government Code (Section 87100 *et seq.*), or Title 1, Division 4, Chapter 1, Article 4 of the California Government Code (Section 1090 *et seq.*), and further agrees promptly to notify the City if it becomes aware of any such fact during the term of this Agreement.

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

10.4 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.

10.5 Nondiscrimination Requirements.

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

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

10.6 Local Business Enterprise and Non-Discrimination in Contracting Ordinance.

Contractor shall comply with all applicable provisions of Chapter 14B (“LBE Ordinance”). Contractor is subject to the enforcement and penalty provisions in Chapter 14B.

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

10.8 Health Care Accountability Ordinance. If Administrative Code Chapter 12Q applies to this contract, Contractor shall comply with the requirements of Chapter 12Q. For each Covered Employee, Contractor shall provide the appropriate health benefit set forth in Section 12Q.3 of the HCAO. If Contractor chooses to offer the health plan option, such health plan shall meet the minimum standards set forth by the San Francisco Health Commission. Information about and the text of the Chapter 12Q, as well as the Health Commission’s minimum standards, is available on the web at <http://sfgov.org/olse/hcao>. Contractor is subject to the enforcement and penalty provisions in Chapter 12Q. Any Subcontract entered into by Contractor shall require any Subcontractor with 20 or more employees to comply with the requirements of the HCAO and shall contain contractual obligations substantially the same as those set forth in this Section.

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

10.10 Alcohol and Drug-Free Workplace. City reserves the right to deny access to, or require Contractor to remove from, City facilities personnel of any Contractor or subcontractor who City has reasonable grounds to believe has engaged in alcohol abuse or illegal drug activity which in any way impairs City’s ability to maintain safe work facilities or to protect the health and well-being of City employees and the general public. City shall have the right of final approval for the entry or re-entry of any such person previously denied access to, or removed from, City facilities. Illegal drug activity means possessing, furnishing, selling, offering, purchasing, using or being under the influence of illegal drugs or other controlled substances for which the individual lacks a valid prescription. Alcohol abuse means possessing, furnishing, selling, offering, or using alcoholic beverages, or being under the influence of alcohol.

Contractor agrees in the performance of this Agreement to maintain a drug-free workplace by notifying employees that unlawful drug use is prohibited and specifying what actions will be taken against employees for violations; establishing an on-going drug-free awareness program that includes employee notification and, as appropriate, rehabilitation. Contractor can comply with this requirement by implementing a drug-free workplace program that complies with the Federal Drug-Free Workplace Act of 1988 (41 U.S.C. § 701) or California Drug-Free Workplace Act of 1990 Cal. Gov. Code, § 8350 et seq., if state funds involved.

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.

10.12 Reserved. (Slavery Era Disclosure)

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

10.14 Consideration of Criminal History in Hiring and Employment Decisions.

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

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

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

comply with the City’s Public Access to Nonprofit Records and Meetings requirements, as set forth in Chapter 12L of the San Francisco Administrative Code, including the remedies provided therein.

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

10.17 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.

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

10.18.1 Contractor shall comply with San Francisco Environment Code Chapter 8, which provides that except as expressly permitted by the application of Sections 802(b) and 803(b) of the San Francisco Environment Code, Contractor shall not provide any items to the City in performance of this contract which are tropical hardwoods, tropical hardwood wood products, virgin redwood or virgin redwood wood products. Contractor is subject to the penalty and enforcement provisions of Chapter 8.

10.19 Reserved. (Preservative Treated Wood Products)

Article 11 General Provisions

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

- To CITY: Office of Contract Management and Compliance
Department of Public Health
101 Grove Street, Room 402
San Francisco, California 94102 e-mail: yaoquan.zhu@sfdph.org
- And: Patricia Erwin
CHEP
25 VAN NESS AVENUE, SUITE 500
SAN FRANCISCO, CA 94102 e-mail: patricia.erwin@sfdph.org
- To CONTRACTOR: RAFIKI COALITION FOR HEALTH & WELLNESS
601 CESAR CHAVEZ STREET
SAN FRANCISCO, CA 94124 e-mail: mlesarre@rafikicoalition.org

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

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

11.3 Incorporation of Recitals. The matters recited above are hereby incorporated into and made part of this Agreement.

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

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

11.6 Dispute Resolution Procedure.

11.6.1 Negotiation; Alternative Dispute Resolution. The Parties will attempt in good faith to resolve any dispute or controversy arising out of or relating to the performance of services under this Agreement. If the Parties are unable to resolve the dispute, then, pursuant to San Francisco Administrative Code Section 21.36, Contractor may submit to the Contracting Officer a written request for administrative review and documentation of the Contractor's claim(s). Upon such request, the Contracting Officer shall promptly issue an administrative decision in writing, stating the reasons for the action taken and informing the Contractor of its right to judicial review. If agreed by both Parties in writing, disputes may be resolved by a mutually agreed-upon alternative dispute resolution process. If the Parties do not mutually agree to an alternative dispute resolution process or such efforts do not resolve the dispute, then either Party may pursue any remedy available under California law. The status of any dispute or controversy notwithstanding, Contractor shall proceed diligently with the performance of its obligations under this Agreement in accordance with the Agreement and the written directions of the City. Neither Party will be entitled to legal fees or costs for matters resolved under this Section.

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

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

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

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

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

11.10 Compliance with Laws. Contractor shall keep itself fully informed of the City's Charter, codes, ordinances and duly adopted rules and regulations of the City and of all state, and federal laws in

any manner affecting the performance of this Agreement, and must at all times comply with such local codes, ordinances, and regulations and all applicable laws as they may be amended from time to time.

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

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

11.13 Order of Precedence. Contractor agrees to perform the services described below in accordance with the terms and conditions of this Agreement, implementing task orders, the RFP, and Contractor's proposal dated **November 25, 2019**. The RFP and Contractor's proposal are incorporated by reference as though fully set forth herein. Should there be a conflict of terms or conditions, this Agreement and any implementing task orders shall control over the RFP and the Contractor's proposal. If the Appendices to this Agreement include any standard printed terms from the Contractor, Contractor agrees that in the event of discrepancy, inconsistency, gap, ambiguity, or conflicting language between the City's terms and Contractor's printed terms attached, the City's terms shall take precedence, followed by the procurement issued by the department, Contractor's proposal, and Contractor's printed terms, respectively.

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.

Article 12 Department Specific Terms

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

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

12.3 Certification Regarding Lobbying.

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

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

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

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

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

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

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

Article 13 Data and Security

13.1 Nondisclosure of Private, Proprietary or Confidential Information.

13.1.1 **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)

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

The parties acknowledge that CONTRACTOR will:

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

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

- a. **Appendix E** SFDPH Business Associate Agreement (BAA) (v8/3/2022)
 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.

13.4 Management of City Data and Confidential Information.

13.4.1 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.

13.4.2 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.

13.5 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.

13.6 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.

Article 14 MacBride And Signature

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

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

CITY

CONTRACTOR

Recommended by:

DocuSigned by:

Greg Wagner

Grant Colfax, MD 12/2/2022 | 7:59:41 PST
Director of Health
Department of Public Health

DocuSigned by:

Monique LeSarre

Monique LeSarre 11/29/2022 | 12:11:30 PST
Executive Director
601 Cesar Chavez Street
San Francisco, CA 94124

Supplier ID: 0000012545

Approved as to Form:

David Chiu
City Attorney

DocuSigned by:

By: *Louise Simpson*

BD54168A4C3B452 Deputy City Attorney 11/30/2022 | 5:36:39 PST

Approved:

Sailaja Kurella
Director of the Office of Contract Administration and
Purchaser

DocuSigned by:

By: *Taranek Moayed*

9124692022... | 8:29:49 PST

Appendices

- | | | | |
|----|---|----|-------------------------------|
| A: | Scope of Services | F: | Invoice |
| B: | Calculation of Charges | G: | Dispute Resolution |
| C: | Insurance Waiver Reserved | H: | COVID Reserved |
| D: | FEMA Emergency & Exigency Contracts Requirements Reserved | I: | COVID Invoice(s) Reserved |
| E: | HIPAA Business Associate Agreement | J: | Grant Terms Reserved |
| | | K: | Data Access and Sharing Terms |

Appendix A Scope of Services

Terms

A. Contract Administrator:

In performing the Services hereunder, Contractor shall report to **Patricia Erwin**, 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 San Francisco General or Laguna Honda Hospital and Rehabilitation Center, the evaluation program shall include agreed upon performance measures as specified in the Performance Improvement Plan and Performance Measure Grid which is presented in Attachment 1 to Appendix A. Performance measures are reported annually to the Zuckerberg San Francisco General performance improvement committees (PIPS and Quality Council) or the to the Administration Office of Laguna Honda Hospital and Rehabilitation Center.

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

D. Possession of Licenses/Permits:

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

E. Adequate Resources:

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

F. Admission Policy:

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

G. Grievance Procedure:

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

H. Infection Control, Health and Safety:

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

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

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

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

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

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

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

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

I. Aerosol Transmissible Disease Program, Health and Safety:

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

protective equipment, referral procedures, training, immunization, post-exposure medical evaluations/follow-up, and recordkeeping.

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

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

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

J. Acknowledgment of Funding:

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

K. Client Fees and Third Party Revenue:

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

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

L. Patients Rights:

All applicable Patients Rights laws and procedures shall be implemented.

M. Under-Utilization Reports:

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

N. Quality Assurance:

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

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

O. Compliance With Grant Award Notices:

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

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

2. Description of Services

Contractor agrees to perform the following Services:

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

Detailed description of services are listed below and are attached hereto:

Appendix A-1 **Health Access Point: B/AA Capacity Building - Umoja Program**

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

Program Name:	Umoja at Rafiki Coalition for Health and Wellness 601 Cesar Chavez Street, San Francisco, CA 94124
Program Contacts:	Dr. Monique LeSarre/ Executive Director 415-615-9945 x113/ cp 415-240-3214
	Mr. Javarré Wilson/ Director of Programs 415-615-9945 x135
	Mr. David Brown / Director of Finance 415-615-9945 x123
Nature of Document:	<input checked="" type="checkbox"/> New <input type="checkbox"/> Contract Amendment <input type="checkbox"/> RPB

I. GOAL STATEMENT

The HAP will deliver services that contribute to the following citywide goals:

- Get to zero new HIV infections, zero HIV-related deaths, and zero stigma and discrimination
- Eliminate HCV
- Reverse increasing STD rates
- Eliminate racial disparities in access to services and health outcomes

II. TARGET POPULATION

Rafiki and its partners will serve all ethnicities and populations within San Francisco, with a focused expertise to meet the unique needs of the Black and African American communities.

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

Service Description:

The Health Access Point (HAP) will meet the needs of Black and African American communities. A HAP is defined as a population-specific, one-stop shop or network of agencies/programs with a lead agency that provides an equity-focused, inclusive, stigma-free, and low barrier access to person-centered, standard of care services regardless of HIV, HCV, or STD status.

Service Requirements:

The services marked with an asterisk (*) will be provided by the lead agency or one of its subcontractors, with funding from either this contract or other in-kind resources. The other services are provided either by the lead agency or one of its subcontractors, or by other HAP partners (e.g., via linkage to a HAP collaborating agency, via the collaborating agency providing services on site at the agencies service location, or other approach). For services provided by other HAP partners who are not subcontractors, MOUs and warm hand-off protocols must be in place as appropriate.

**Capacity Building Modalities:
 Category 7: Black/African American Health Access Point
 January 1, 2023-June 30, 2023**

Capacity Building Start Up Activities: Rafiki Coalition for Health and Wellness			
Period / Funds / App	Mode of Service/Intervention Description	UOS	UDC
Term: 01/01/23- 06/30/23	1 UOS = 1 month of Capacity Building Planning Activities = 6 UOS		
General Fund / Appendix A-1, B-1	Planning (6 months = 6 UOS) – January 1, 2023-June 30, 2023	6	N/A
Total		6	

Capacity Building Start Up Activities: Rafiki Coalition for Health and Wellness			
Period / Funds / App	Mode of Service/Intervention Description	UOS	UDC
Term: 01/01/23- 07/31/23	1 UOS = 1 month of Capacity Building Planning Activities = 6 UOS		
CDC PS20-2010 Appendix A-1, B-1.1	Planning (7 months = 7 UOS) – January 1, 2023-July 31, 2023	7	N/A
Total		7	

July 1, 2023-June 30, 2024

Capacity Building: Rafiki Coalition for Health and Wellness			
Period / Funds / App	Mode of Service/Intervention Description	UOS	UDC
Term: 07/01/23- 06/30/24	1 UOS = 1 month of Capacity Building Implementation Activities = 12 UOS		
General Fund Appendix A-1, B-1a	Implementation – July 1, 2023-June 30, 2024	12	N/A
Total		12	

Rafiki Coalition for Health and Wellness
Health Access Point HAP /Category 7: Health Access Point for Black/African American
Program Title: Umoja

Appendix A-1
01/01/23 – 06/30/24

B-1a: Rafiki Coalition for Health and Wellness – Subcontractors: SFAF, AHP, PRC, 3rd Street Youth: 7/1/23-6/30/24

Integrated HIV, HCV, and STD testing*			
Rafiki Coalition for Health and Wellness Subcontractor: SFAF, AHP, 3 rd Street Youth			
Period / Funds / App	Mode of Service/Intervention Description	UOS	UDC
Term: 07/01/23-06/30/24 General Fund / App A1-B1a (split activities – 2 nd half of Year 1, Jan 2024-June 2024)	SFAF – 1 UOS = 1 month of co-located testing	6	N/A
	AHP – 1 UOS = 1 month of mobile testing	6	N/A
	3 rd Street Youth – 1 UOS = 1 month of testing at 3 rd Street	6	N/A
Total UOS and UDC		18	N/A
Linkage and navigation to PrEP, HIV care, HCV treatment, STD treatment, primary care, case management/intensive case management (ICM) and other services*			
Rafiki Coalition for Health and Wellness Subcontractor: SFAF, 3 rd Street Youth			
Period / Funds / App	Mode of Service/Intervention Description	UOS	UDC
Term: 07/01/23-06/30/24 General Fund / App A1- B1a (split activities – 2 nd half of Year 1, Jan 2024-June 2024)	SFAF – 1 UOS = 1 month of co-located PrEP navigation	6	
	SFAF – 1 UOS = 1 month of co-located HIV navigation	6	
	3 rd Street Youth – 1 UOS = 1 month of PrEP navigation/linkage at 3 rd Street Youth	6	
	3 rd Street Youth – 1 UOS = 1 month of HIV navigation/linkage at 3 rd Street Youth	6	
Total UOS and UDC		24	
Harm reduction services for substance use (including for opioids, stimulants, alcohol, tobacco, cannabis)*			
Rafiki Coalition for Health and Wellness Subcontractor: AHP			
Period / Funds / App	Mode of Service/Intervention Description	UOS	UDC
Term: 07/01/23-06/30/24 General Fund / App A1- B1a (split activities – 2 nd half of Year 1, Jan 2024-June 2024)	Rafiki – 1 UOS = 1 month of harm reduction services	6	N/A
	AHP – 1 UOS = 1 month of harm reduction services	6	N/A
Total UOS and UDC		12	
Overdose prevention (including naloxone distribution) *			
Rafiki Coalition for Health and Wellness			
Period / Funds / App	Mode of Service/Intervention Description	UOS	UDC

Rafiki Coalition for Health and Wellness
Health Access Point HAP /Category 7: Health Access Point for Black/African American
Program Title: Umoja

Appendix A-1
01/01/23 – 06/30/24

Term: 07/01/23-06/30/24 General Fund / App A1- B1a (split activities – 2 nd half of Year 1, Jan 2024-June 2024)	Rafiki – 1 UOS = 1 month of overdose prevention	6	N/A
Total UOS and UDC		6	
Syringe access and disposal* Subcontractor: SFAF			
Period / Funds / App	Mode of Service/Intervention Description	UOS	UDC
Term: 07/01/23-06/30/24 General Fund / App A1- B1a (split activities – 2 nd half of Year 1, Jan 2024-June 2024)	N/A; see methodology	N/A	N/A
Total UOS and UDC		N/A	

Condom distribution* Rafiki Coalition for Health and Wellness Subcontractor: SFAF, AHP, 3 rd Street Youth			
Period / Funds / App	Mode of Service/Intervention Description	UOS	UDC
Term: 07/01/23-06/30/24 General Fund / App A1- B1a (split activities – 2 nd half of Year 1, Jan 2024-June 2024)	Rafiki – 1 UOS = 1 month of condom distribution	6	N/A
	SFAF – 1 UOS = 1 month of condom distribution	6	N/A
	AHP – 1 UOS = 1 month of condom distribution	6	N/A
	3 rd Street Youth – 1 UOS = 1 month of condom distribution	6	N/A
Total UOS and UDC		24	N/A

Community engagement and mobilization (physical and online, social media) * Rafiki Coalition for Health and Wellness			
Period / Funds / App	Mode of Service/Intervention Description	UOS	UDC
Term: 07/01/23-06/30/24 General Fund / App A1- B1a (split activities – 2 nd half of Year 1, Jan 2024-June 2024)	Rafiki (in partnership with subcontractors – 1 UOS – 1 month of community engagement and mobilization	6	N/A
Total UOS and UDC		6	N/A

HIV, HCV, STD health education and prevention counseling (integrated into all of the above services, not stand alone) * Rafiki Coalition for Health and Wellness Subcontractor: SFAF, AHP, 3 rd Street Youth			
Period / Funds / App	Mode of Service/Intervention Description	UOS	UDC

Rafiki Coalition for Health and Wellness
Health Access Point HAP /Category 7: Health Access Point for Black/African American
Program Title: Umoja

Appendix A-1
01/01/23 – 06/30/24

Term: 07/01/23-06/30/24 General Fund / App A1- B1a (split activities – 2 nd half of Year 1, Jan 2024-June 2024)	3 rd Street Youth – 1 UOS = 1 month of health education and prevention counseling at 3 rd Street	6	
	SFAF – co-located: 1 UOS = 1 month of health education and prevention counseling	6	
	AHP – mobile testing 1 UOS = 1 month of health education and prevention counseling	6	
Total UOS and UDC		18	
Basic needs services (examples: food, housing, and employment) *			
Rafiki Coalition for Health & Wellness			
Period / Funds / App	Mode of Service/Intervention Description	UOS	UDC
Term: 07/01/23-06/30/24 General Fund / App A1- B1a (split activities – 2 nd half of Year 1, Jan 2024-June 2024)	Rafiki – 1 UOS – 1 month of basic needs	6	N/A
Total UOS and UDC		6	N/A
Prevention and treatment medication: PrEP and ART for HIV; HCV treatment; STD treatment, including medication storage			
Rafiki Coalition for Health & Wellness			
Subcontractor: SFAF, 3 rd Street Youth			
Period / Funds / App	Mode of Service/Intervention Description	UOS	UDC
Term: 07/01/23-06/30/24 General Fund / App A1- B1a (split activities – 2 nd half of Year 1, Jan 2024-June 2024)	SFAF – 1 UOS = 1 month of PrEP care	6	N/A
	SFAF – 1 UOS = 1 month of Interim ART and Rapid ART	6	N/A
	SFAF – 1 UOS = 1 month of HCV treatment	6	N/A
	SFAF – 1 UOS = 1 month of STD treatment	6	N/A
	3 rd Street -1 UOS = I month of Prevention and Treatment medication	6	N/A
Total UOS and UDC		30	N/A
Mental health services			
Rafiki Coalition for Health & Wellness			
Subcontractor: AHP			
Period / Funds / App	Mode of Service/Intervention Description	UOS	UDC
Term: 07/01/23-06/30/24 General Fund / App A1- B1a (split activities – 2 nd half of Year 1, Jan 2024-June 2024)	Rafiki – 1 UOS = 1 month of mental health services for 6 months	6	
	AHP – 1 UOS = 1 month of mental health services for 6 months	6	
Total UOS and UDC		12	

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Primary care			
Configuration of these services to be determined.			
Period / Funds / App	Mode of Service/Intervention Description	UOS	UDC
Term: 07/01/23-06/30/24	N/A; see methodology	N/A	
General Fund / App A1- B1a (split activities – 2 nd half of Year 1, Jan 2024-June 2024)		N/A	
Total UOS and UDC			
Substance use treatment			
Configuration of these services to be determined.			
Period / Funds / App	Mode of Service/Intervention Description	UOS	UDC
Term: 07/01/23-06/30/24	N/A; see methodology	N/A	
General Fund / App A1- B1a (split activities – 2 nd half of Year 1, Jan 2024-June 2024)		N/A	
Total UOS and UDC			

Workforce Development & Training			
Configuration of these services to be determined.			
Period / Funds / App	Mode of Service/Intervention Description	UOS	UDC
Term: 07/01/23-06/30/24	N/A; see methodology	N/A	
General Fund / App A1- B1a (split activities – 2 nd half of Year 1, Jan 2024-June 2024)		N/A	
Total UOS and UDC			

Definitions:

Linkage: Linkage services are defined as a warm hand-off to a service, typically a one-time occurrence with minimal complexity. **Warm hand-off:** is defined as a face-to-face interaction, where the service providers have an open line of communication. Linkage services differ from a referral in that the service is followed-up on to ensure successful linkage to services. The purpose of linkage services is to ensure that a client is successfully linked to care.

Navigation: Navigation services guide clients through and around barriers in complex health care systems and ensure timely and appropriate care or treatment. Navigation services should help a client address barrier in their own lives that are preventing them from accessing care. Additionally, navigation services are tailored to each individual client to ensure client needs are being met, including mobile services and after hour services. Navigation services usually span a few months in time (1-3 months).

Case Management: Case management services are similar to navigation services, except they span a longer period of time (4-12 months).

IV. METHODOLOGY/Service Delivery Description

Capacity Building Activities (CAT 7):

Overview

Rafiki Coalition will form and launch Project Umoja, a Health Access Point whose name is based on the Swahili word for unity. Umoja will bring together experienced partners, local resources and providers, and community members and consumers to inform and generate innovative, creative, and holistic approaches to addressing the crises of HIV, STD, and HCV infection and related health and social issues within San Francisco's Black and African American communities. Project Umoja will utilize an African American-centered wellness perspective that seeks to foster self-determination, pride, self-esteem, collaboration, community involvement, and a prioritization of family and community wellness while addressing key underlying social determinants of health that continue to influence African American health disparities. This includes designing health and service access points that are informed by the resilience, pride, excellence, culture, history, wisdom, and creativity of Black people. This HAP emerges from the desire to uplift the beauty of Black people and celebrate our contributions to the world.

Project Umoja will create a holistic, accessible, welcoming, sex-positive, and culturally responsive Health Access Point through which community members will have the ability to access a comprehensive range of linked, integrated services to prevent, diagnose, and treat HIV, STD and HCV. Project Umoja will provide integrated HIV, STD, and HCV testing; linkage and navigation to pre-exposure prophylaxis (PrEP) and post-exposure prophylaxis (PEP), HIV care, HCV and STD treatment, primary care, and medical case management; harm reduction services for persons who use substances; syringe access and disposal services; overdose prevention services; and condom distribution. Project Umoja will also provide additional linked services such as sexual health education and services, behavioral health services, education and employment services, housing access and food programs, and complementary treatment modalities such as acupuncture and massage. All project services will be provided in the context of an integrated, community-focused, whole person care program that ensures simultaneous access to multiple service modalities while working to overcome stigma and foster greater sexual health, freedom, and wellness in a sex-positive and pleasure-affirming environment. Many of the services provided through Umoja will be offered in the context of a one-stop shop model that incorporates sexual health services and linkage to care, cultural events and educational programming, a food pharmacy, individual support and mental health services, complementary medicine, and basic needs.

Project Umoja will also create a safe and thriving new community gathering space that applies a multi-generational approach to supporting and promoting individual, family, and community wellness by harnessing the inherent creativity, strength, pride, and fellowship that exists in San Francisco's Black and African American communities.

Umoja will mobilize the Bayview community to create expanded awareness of the importance of HIV, HCV, and STD testing and treatment; engage and retain Black / African American individuals in regular testing and care, including PrEP and PEP treatment; and reduce stigma related to factors such as HIV, STD, and HCV infection, testing, and treatment, HIV, STD, and HCV risk behaviors, and stigma around accessing mental health services. Project Umoja will provide comprehensive, on-demand, low-barrier navigation services to facilitate participant access to services, including HIV, STD, and HCV testing and treatment and additional social, health, behavioral, and community

programs. Umoja will create a new Black/African American Holistic Sexual Health Certificate Program through which local residents can receive comprehensive sexual health and health outreach education, become strong community advocates for a healthier Bayview, and become certified and find employment in health promotion and education roles.

Rafiki will formally partner with four agencies who bring a complementary range of resources to support the development and implementation of the Health Access Point program and who have a demonstrated history of culturally competent services to Black and African American communities. While the precise role of each partner agency will be more fully defined during the course of the project, the primary initial intent of the partnership is to assemble a group of highly skilled, culturally humble agencies with the goal of shaping a diverse and multi-leveled collaborative program in partnership with CHEP.

San Francisco AIDS Foundation (SFAF) – a multi-faceted organization serving more than 21,000 people - will play a partner role by supporting Rafiki in developing the capacity to provide its own comprehensive sexual health services. Early in the program, SFAF will provide direct services at Rafiki such as integrated HIV, STD, and HCV testing and treatment, HIV care and PrEP services, syringe access and disposal, overdose prevention support and training, and condom distribution. SFAF will also work with Project Umoja to adapt and replicate its existing Sexual Health Navigation Certificate program in order to create the proposed Black/African American Holistic Sexual Health Certificate Program. SFAF sexual health and harm reduction services will be initially available at Umoja. Over the course of the project, however, Rafiki's internal capacity will be continually expanded so that the agency is able to deliver these services on its own within its new Health Access Point.

Rafiki will also partner with the Bayview-based 3rd Street Youth Center and Clinic to ensure access to and incorporation of culturally and developmentally appropriate services for Black and African American Transition Age Youth (TAY) ages 12 to 24. This includes ensuring access to youth-specific HIV, HCV, and STD treatment services through the 3rd Street Medical Clinic; linkage to the agency's Youth Access Point program for homeless and unstably housed young people, providing housing-focused case management incorporating housing placement, rental support and move-in costs, and referrals to medical, behavioral health, and workforce development services; and collaboration with Health Core, 3rd Street's healthcare-focused workforce development program that prepares TAY for allied health careers.

Additionally, Umoja will partner with the UCSF Alliance Health Project (AHP) to access the agency's mobile HIV, HCV, and STD testing and treatment van, along with its well-established mental health services and phlebotomy training programs. Umoja will also partner with PRC in order to access its various services to the community.

These, and other aspects of this program will be explored as Capacity Building Planning and Implementation phases are carried out.

Capacity Building Planning & Implementation Activities:

Capacity Building Planning – January 1, 2023-June 30, 2023

1 UOS = 1 month of Capacity Building Planning Activities = 6 UOS. During these six months, Rafiki will focus on two primary activities:

1) **Organizational Capacity Assessment**

Rafiki will contract with Facente Consulting to conduct an organizational capacity assessment. The assessment will explore agency strengths and gaps in domains. The capacity assessment will unfold in the following phases:

1. Organization-wide preparation (January 2023): Work with internal planning group and Rafiki staff to set the tone and develop expectations for the process.
2. Conduct organization-wide capacity assessment (February – May 2023): Conduct a desk review of policies and procedures (HR, Finance, Contracts, Program, Operations, and Rafiki overall); implement a comprehensive stakeholder engagement process (leadership, Board, staff, clients/consumers, funders, partner agencies); and facilitate a reflection and inquiry process with Rafiki to begin to develop actionable priorities based on the findings.
3. Develop the capacity-building plan (June 2023): In collaboration with Rafiki, Facente will prepare a written action-oriented capacity-building plan to be implemented in July 2023 – June 2024.

The deliverable from this phase will be a capacity-building plan to be implemented starting July 1, 2023.

2) **HAP Program Planning**

In parallel with the capacity assessment, Rafiki will convene the HAP partners and form a consumer/community leadership body to design the precise structure and scope of Umoja and to determine project principles, goals, objectives, timelines, and ways of working together as partners.

Rafiki will contract with Facente Consulting to facilitate the program planning process, which will consist of the following:

- Twice monthly meetings with HAP partners. Discussion topics may include:
 - Services to be provided, by which agencies and when
 - Training plans for Rafiki staff
 - Program protocols
 - Inter-agency communications and collaboration
 - Rafiki staffing needed, core competencies, and job descriptions
 - Timeline for rollout and scale up of direct services

Facente will facilitate and take notes at these meetings. Between meetings, Facente will work with Rafiki's ED, Program Director, Finance Director, and HR Director in a technical assistance role to support Rafiki to take the lead on implementing the program plan.

The deliverable from this phase will be a program plan to be implemented starting July 1, 2023.

Capacity Building Implementation – July 1, 2023-June 30, 2024

1 UOS = 1 month of Capacity Building Implementation Activities = 12 UOS. The focus of this phase is twofold:

1) Implementation of the capacity-building plan developed during the first 6 months

Rafiki will work with Facente Consulting and any other partners identified in the capacity-building planning phase to implement the plan. The goal is to leverage agency strengths and address any gaps in agency capacity, so that when direct services roll out, program operations will run smoothly in service of meeting community needs.

2) Staged rollout of HAP program activities/direct services

Based on the program plan developed in the first 6 months, Rafiki will begin to set the stage for direct services. The first 6 months will include hiring, training, development of partner MOUs, and perhaps direct services offered primarily through referral to partner agencies. The second 6 months will likely emphasize continued training to build Rafiki program capacity, scale-up of services, and co-located services. However, the exact timing will be dependent on what comes out of the program planning phase.

While the precise staffing plan will be refined in collaboration with CHEP, key new staff are expected to include: a) a full-time Director of HIV Services who will build capacity and implement HAP program elements; b) a full-time Umoja Project Coordinator who will oversee and manage the HAP program, including coordinating project data collection and reporting; c) a part-time Clinical Director who will oversee development of clinical services and standards; d) a full-time Black Holistic Health Coordinator who will develop and oversee project initiatives and curricula and supervise and support project-involved peers and community members; e) a full-time Community Mobilizer who will plan and direct project outreach, conduct community needs assessments, and coordinate local policy and community action initiatives; and f) a full-time Director IT and Facilities who will build Rafiki's capacity to conduct effective data gathering, management, and reporting while overseeing project-related buildouts and facility-related capacity building. These staff will work as an integrated team and will closely collaborate with CHEP, Rafiki staff, staff of our partner agencies, and local Bayview residents, organizations, and programs to shape a community-centered prevention and health initiative that has continually expanding positive impacts for the entire SF Black and African American communities.

Facility Expansion Planning

Rafiki will conduct a collaborative Spatial Planning process that will incorporate local consumer and agency input to design structure and scope of Umoja Project space expansion considering the project's principles, goals, objectives, timelines, partnerships, and budget to move forward.

Development of MOU agreements with contract HAP sub-contractors

All four subcontractors signed agreements in November 2019 to develop memorandums of understanding (MOU) with Rafiki Coalition to provide training and capacity building for the UJOMA HAP. These MOUs will need to be updated to reflect Year 2 service plans.

Service Delivery

July 1, 2023-June 30, 2024

Integrated HIV, HCV, and STD testing*

Services will begin in January 2024. One month of service will be one UOS of services. SFAF, AHP and 3rd Street Youth will conduct testing for the HAP. SFAF's testing will take place in a Rafiki co-

located space; AHP's via mobile settings; and 3rd Street Youth's testing will take place within their existing clinic.

Linkage and navigation to PrEP, HIV care, HCV treatment, STD treatment, primary care, case management/intensive case management (ICM) and other services*

Services will begin January 2024. One month of service will be one UOS of services. The HAP will provide internal and external referrals to case management services.

Harm reduction services for substance use (including for opioids, stimulants, alcohol, tobacco, cannabis) *

Rafiki will establish harm reduction services for individuals who have a relationship with substance use. One month of service will be one UOS of services. Additionally, AHP and SFAF will serve as a referral source for the HAP using in-kind resources. Both AHP and SFAF currently operate robust substance use treatment programs. SFAF also provides DPH-funded harm reduction services at various sites – including in the Bayview at Innes Avenue between 3rd Street and Phelps. SFAF will refer community members accessing these services to the HAP.

Syringe access and disposal*

SFAF will provides citywide syringe disposal services with funding from DPH. Services are provided 7 days a week, 12 hours a day. SFAF will partner with the HAP to ensure that program participants have access to harm reduction supplies, including syringes.

Overdose prevention (including naloxone distribution) *

With existing resources through DPH, SFAF will partner with the HAP to ensure that program participants have access to overdose prevention education and Narcan. SFAF or the Dope Project will also train HAP staff to administer Naloxone.

Condom distribution*

Services will begin in January 2024. One month of condom distribution will be one UOS of services. Rafiki, SFAF, AHP, and 3rd Street Youth will distribute safer sex supplies during the provision of services that support the HAP.

Community engagement and mobilization (physical and online, social media) *

Community engagement and mobilization will commence as a part of Year 1 capacity building efforts.

In Year 2, Rafiki will conduct community engagement efforts to support HAP outreach and engagement priorities. One month of events/mobilizations will be one UOS.

HIV, HCV, STD health education and prevention counseling*

Services will begin in January 2024. One month of health education will be one UOS. SFAF, AHP and 3rd Street Youth will conduct health education and prevention counseling in tandem with testing services.

Services to meet basic needs services (examples: food, housing, and employment) *

Services will begin in January 2024. One month of basic needs services will be one UOS. Rafiki will provide access to basic needs, with a focus on food justice, for HAP clients. Additional basic needs will be further developed through the Year 1 needs assessment and incorporated into the HAP's basic needs offerings.

Prevention and treatment medication: PrEP and ART for HIV; HCV treatment; STD treatment, including medication storage

Services will begin in January 2024. One month of prevention and treatment medication will be one UOS. SFAF providers will provide prevention and treatment medication – PrEP and ART for HIV; HCV treatment; and STD treatment to individuals who been tested through the HAP and AHP's mobile testing efforts.

Mental health services

Services will begin in January 2024. One month of mental health services will be one UOS. Rafiki and AHP will provide mental health services to eligible HAP clients.

Primary care

The HAP will refer clients in need of primary care to clinics such as Third Street Youth, Bridge HIV, Ward 86/ZSFG, Southeast Health Clinic, Potrero Clinic, Bayview Clinic, and others. The HAP may provide limited primary care to its clients in Year 3 of the project or beyond based on community need and learnings in Year 2.

Substance use treatment

Eligible HAP clients will access AHP and SFAF for substance use treatment services. AHP is a Mental Health Medi-Cal and Medicare provider and has contracted with SFDPH in this role for more than a decade. In addition, AHP is Drug Medi-Cal certified by the CA Department of Health Care Services and SFDPH has selected AHP to provide Drug Medi-Cal Substance Use Disorder services.

Workforce Development

The HAP will utilize the services of PRC in adapting and developing, and implementing a comprehensive curriculum for workforce development and training. This curriculum will be responsive to the emerging needs of the community and the training needs of HAP staff. PRC also provides a continuum of supportive services for people with HIV/AIDS and behavioral health conditions including emergency financial assistance, eviction prevention and housing stabilization, and legal advocacy.

In addition to existing partners, the HAP will refer clients to other appropriate community resources.

V. OBJECTIVES and MEASUREMENTS

All objectives and descriptions of how objectives will be measured are contained in the CHEP document entitled CHEP Performance Objectives FY22-23.

VI. CONTINUOUS QUALITY IMPROVEMENT

Rafiki agrees to adhere to the following:

- a. Any relevant guidelines in the San Francisco HIV Prevention Plan.
- b. All guidelines developed by CHEP to implement services that meet the objectives in San Francisco's System of Prevention .

VII. DATA COLLECTION AND REPORTING REQUIREMENTS

Funded programs must comply with all CHEP requirements regarding data collection and submission, and program required elements which will include working with CHEP to measure and report on program-specific

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Program Title: Umoja

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objectives and collecting/reporting basic demographic, behavioral risk, and other essential information. Systems/processes used to collect and submit data will include: •

- Evaluation Web
- CHEP Internal Data Manager (Quarterly Submission/Upload)
- Quarterly narrative report
- Other systems/processes as requested

*Assigned CHEP Program Liaison will provide technical assistance & training on all above data collection systems.

*Please refer to document “**RFP 4-2019**” **AMENDMENT # 1, 09/19/2019, EXHIBIT 1: RFP CHEP Resources and Information, 6.1: “Standard of Care” Service Descriptions**

- Required & Preferred Service Elements
- Data Requirements/ Program Performance Measures

VIII. REQUIRED LANGUAGE:

REQUIRED TRAINING

- a. HIV, HCV, and STD Skills Certification
- b. Harm Reduction
- c. Overdose Response/Naloxone Administration (DOPE Project or internal)
 - i. How to use Fentanyl Test Strips
- d. Syringe Access and Disposal (TBD)
- e. Trauma Informed Systems
- f. Clear Impact Score Card
- g. Other skills building trainings as required

ADDITIONAL CONTRACT REQUIREMENTS

- h. Required Participation in Network Referral 30-Minute Huddles (assigned agency staff).
- i. Required participation in HAP Network Monthly Meetings (TBD by SOC).
- j. Implementation of Harm Reduction/Substance use policy
- k. Required to follow all SFDPH and CHEP SOC HIV/STI Testing policies and standard of care procedures.

**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.

Appendix B	Budget Summary
Appendix B-1.1, B-1, B-1a	Health Access Point: B/AA Capacity Building - Umoja Program

B. Contractor understands that, of the maximum dollar obligation listed in section 3.3.1 of this Agreement, **\$1,008,600** is included as a contingency amount and is neither to be used in Program Budgets attached to this Appendix, or available to Contractor without a modification to this Agreement as specified in Section 3.7 Contract Amendments; Budgeting Revisions. Contractor further understands that no payment of any portion of this contingency amount will be made unless and until such modification or budget revision has been fully approved and executed in accordance with applicable City and Department of Public Health laws, regulations and policies/procedures and certification as to the availability of funds by Controller. Contractor agrees to fully comply with these laws, regulations, and policies/procedures.

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

	Term	Funding Source	Amount
Original Agreement	01/01/23-07/31/23	CDC	\$5,000
Original Agreement	01/01/23-06/30/23	GF	\$1,200,000
Original Agreement	07/01/23-06/30/24	GF	\$2,400,000
Original Agreement	07/01/24-06/30/25	GF TBD	\$2,400,000
Original Agreement	07/01/25-06/30/26	GF TBD	<u>\$2,400,000</u>
		Total Award Amount:	\$8,405,000
		12% Contingency	\$1,008,600
		(This equals the total NTE)Total	\$9,413,600

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#: 100024732				Appendix B, Page 3
DPH Section: Community Health Equity and Promotion (CHEP)				1/1/23-6/30/24
Check one: <input checked="" type="checkbox"/> New/Original Agreement <input type="checkbox"/> Amendment <input type="checkbox"/> Revision to Program Budgets				
CONTRACT NOTIFICATION # and DATE:				FN#2
Agency Name: Rafiki Coalition for Health & Wellness				9/8/2022
Program/Provider Name:	Health Access Point: B/AA Capacity Building	Health Access Point: B/AA Capacity Building	Health Access Point: B/AA Capacity Building	TOTALS
Appendix Number:	A-1 / B-1	A-1 / B-1.1	A-1 / B-1a	
Appendix Term:	1/1/23-6/30/23	1/1/23-7/31/23	7/1/23-6/30/24	
EXPENSES				
Salaries	\$ 282,313	\$ -	\$ 537,919	\$ 820,232
Employee Benefits	\$ 93,135	\$ 0	\$ 177,459	\$ 270,594
Total Personnel Expenses	\$ 375,448	\$ 0	\$ 715,378	\$ 1,090,826
Employee Fringe Benefit Rate	32.99%		32.99%	
Operating Expense	\$ 668,030	\$ 4,348	\$ 1,371,579	\$ 2,043,957
Subtotal Direct Costs	\$ 1,043,478	\$ 4,348	\$ 2,086,957	\$ 3,134,783
Indirect Cost Amount	\$ 156,522	\$ 652	\$ 313,043	\$ 470,217
Indirect Cost Rate (%)	15.0%	15.0%	15.0%	
Total Expenses	\$ 1,200,000	\$ 5,000	\$ 2,400,000	\$ 3,605,000
REVENUES & FUNDING SOURCES				
DPH Funding Sources				
CHEP General Fund	\$ 1,200,000		\$ 2,400,000	\$ 3,600,000
CDC PS20-2010		5,000		\$ 5,000
Total DPH Revenues	\$ 1,200,000	\$ 5,000	\$ 2,400,000	\$ 3,605,000
Total Revenues (DPH and Non-DPH)	\$ 1,200,000	\$ 5,000	\$ 2,400,000	\$ 3,605,000
Reimbursement Method	(CR)	(CR)	(CR)	CR
Prepared By David Brown, CFO				

Contractor Name: Rafiki Coalition for Health & Wellness

B-1, Page 1

Funding Source: General Fund

1/1/23-6/30/23

CAT 7: BLACK /AFRICAN AMERICAN HEALTH

UOS COST ALLOCATION BY SERVICE MODE

Service Modes:		CAPACITY BUILDING				
Position Titles	Annual FTE	Salaries	% FTE	Salaries	% FTE	Totals
Executive Director	0.25	59,113	100%		0%	59,113
Director of Program	0.38	55,590	100%		0%	55,590
Director of Human Resources	0.25	40,911	100%		0%	40,911
Director of Finance and Administration	0.25	53,260	100%		0%	53,260
Director of Mental Health	0.38	51,094	100%		0%	51,094
Executive Assistant	0.25	22,345	100%		0%	22,345
Total FTE & Salaries	1.75	282,313	100%	-	0%	282,313
Fringe Benefits	32.99%	93,135	100%	-	0%	93,135
Total Personnel Expenses		375,448	100%	-	0%	375,448
Operating Expenses	Expense	%	Expense	%	Totals	
Total Occupancy	50,899	100%		0%	50,899	
Total Materials and Supplies	55,173	100%		0%	55,173	
Total General Operating	6,158	100%		0%	6,158	
Total Staff Travel	5,800	100%		0%	5,800	
Consultants/Subcontractor:	350,000	100%		0%	350,000	
Other (specify):						
Facility lease and build out	200,000	100%		0%	200,000	
		0%		0%	-	
Total Operating Expenses	668,030	100%	-		668,030	
Total Direct Expenses	1,043,478	100.00%	-	0.00%	1,043,478	
Indirect Expenses	15.0%	156,522	100.00%	0.00%	156,522	
TOTAL EXPENSES		1,200,000	100%	-	0%	1,200,000
Unit of Service Type	Month					
Number of UOS per Service Mode	6			6		
Cost Per UOS by Service Mode	\$200,000.00		\$0.00	N/A		
Number of UDC/NOC per Service Mode	N/A		N/a			

BUDGET JUSTIFICATION**Contractor Name Rafiki Coalition for Health & Wellness**

Appendix #: B-1

Program Name Health Access Point: B/AA Capacity Building

Fiscal Year: 22/23

1a) SALARIES

Staff Position 1 - Executive Director		Executive Director				
Duties related to this program and UDC served	Leader of Senior Executive Team Member . Attend meeting with Organizational Capacity Building Consultant and Community Partners. Primary point of contact for DPH. Manager of overall program activities. Providr insight to current organization structure.					
Degree, license, experience	PHD (Mental Health)					
	Annual Salary	x Base FTE	x Mos per Yr	Annualized FTE if < 12 mo	Total	
	236,454	0.50	6	0.25	\$ 59,113	
Staff Position 2:		Director of Program				
Duties re program and UDC served	Senior Executive Team Member .Attend meeting with Organizational Capacity Building Consultant and Community Partners. Primary point of contact for DPH contract manager. Provide insight to current program activities.					
Degree, license exp	Masters (Public Health)					
	Annual Salary	x Base FTE	x Mos per Yr	Annualized FTE if < 12 mo	Total	
	148,240	0.75	6	0.375	\$ 55,590	
Staff Position 3:		Director of Human Resources				
Duties re prog/UDC	Senior Executive Team Member .Attend meeting with Organizational Capacity Building Consultant. Provides insight to Rafiki's current human resource recruitment, hiring, and onboarding processes, open enrollment and administration of employee benefits, timesheet management and payroll processing, staff training, employee handbook updates and maintenance.					
Degree, license exp	Masters (Human Resources)					
	Annual Salary	x Base FTE	x Mos per Yr	Annualized FTE if < 12 mo	Total	
	163,643	0.50	6	0.25	\$ 40,911	
Staff Position 4:		Director of Finance and Administration				
Duties related to this program and UDC served	Senior Executive Team Member. Attend meeting with Organizational Capacity Building Consultant. Provides insight to fiscal, administrative, human resources and informational technology policies and procedures and processing activities. Primary contact with DPH Contract Development and Technical Assistant Unit.					
	MBA/CPA (Finance)					
	Annual Salary	x Base FTE	x Mos per Yr	Annualized FTE if < 12 mo	Total	
	213,040	0.50	6	0.25	\$ 53,260	
Staff Position 5:		Director of Mental Health				
Duties re program and UDC served	Senior Executive Team Member. Attend meeting with Organizational Capacity Building Consultant. Provide insight to Rafiki's clinical mental health activities.					
Degree, license exp	PHD (Mental Health)					

	Annual Salary	x Base FTE	x Mos per Yr	Annualized FTE if < 12 mo	Total
	136,250	0.75	6	0.375	\$ 51,094
Staff Position 6: Executive Assistant					
Duties re program and UDC served	Coordinate and support activities of Senior Executive Team Member . Attend meeting with Organizational Capacity Building Consultant and Community Partners. Under supervision of Executive Director assist in facilitating and communication action items as listed.				
Degree, license exp	BS (Public Administration)				
	Annual Salary	x Base FTE	x Mos per Yr	Annualized FTE if < 12 mo	Total
	89,380	0.50	6	0.25	\$ 22,345
Total FTE, Base:		3.50	Annualized:	1.75	
				Total Salaries:	\$ 282,313

1b) EMPLOYEE FRINGE BENEFITS:

(Components provided below are samples only. The budgeted components should reflect the contractor's ledger accounts.)

Estimated Social Security, Retirement, Medical, Dental, Unemployment Ins, Disability, PTO	
Social Security	\$ 21,596.94
Retirement	\$ 11,292.52
Medical	\$ 36,390.15
Dental	\$ -
Unemployment Insurance	\$ 3,105.44
Workers compensation	\$ 2,964.29
Paid Time Off	\$ 17,785.72
	\$ -
Total Fringe Benefit:	\$ 93,135
Fringe Benefit %:	32.99%
TOTAL SALARIES/BENEFITS:	\$ 375,448

2) OPERATING EXPENSES:

Occupancy:

Expense Item	Concise/ Specific Description	Rate/Formula	Cost
Rent	office space and meeting room.	\$1,090,650 x 4%	\$ 43,626
Utilities	electric, gas, water and scavenger.	\$52,000 x 4%	\$ 2,080
Telephone	landline and cell.	\$68,525 x 4%	\$ 2,741
Repairs & Maitenance	general cleaning, janitorial, security, and repairs.	\$61,300 x 4%	\$ 2,452
Total Occupancy:			\$ 50,899

Materials & Supplies:

Expense Item	Concise/ Specific Description	Rate/Formula	Cost
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Program supplies	clinical supplies, tools, storage shelving (pre-orders/security deposits), reference materials.	\$52,711 x 1	\$ 52,711
Program supplies	Laptop, software, cell phones and service provider contract.	\$2,462 x 1	\$ 2,462
Total Materials & Supplies:			\$ 55,173

General Operating:

Expense Item	Brief Description	Rate/Formula	Cost
Equipment rental	copiers and postage machines.	17,367 x 4%	\$ 695
Insurance	general & liability insurance.	\$48,344 x 4%	\$ 1,934
Information Tecvhnology	internet service provider, website maintenance, social medial platforms.	\$28,236 x 4%	\$ 1,129
Dues and subscriptions	licenses, dues, newspaper. Professional membership.	\$400 x 6 months	\$ 2,400
Total General Operating:			\$ 6,158

Staff Travel:

Purpose of Travel	Location	Expense Item	Rate/Formula	Cost
Meetings & Conferences	Zoom subscriptions.		\$500 x 6	\$ 3,000
Staff mileage	local travel by automobile, rideshare.		5000 miles @ \$0.56	\$ 2,800
Total Staff Travel:			\$ 5,800	

Consultants/Subcontractors:

Consult/Subcontractor Name	Service Description	Rate/Formula	Cost
San Francisco AIDS Foundation	Provide intergrated HIV, STD, and HCV testing and treatment.	300 hours @ \$100.00/hr	\$ 30,000
3rd Street Youth Center and Clinic	Provides youth specifgic HIV, HCV, and STD treatment services.	300 hours @ \$100.00/hr	\$ 30,000
UCSF Alliance Health Project	Provide mobile HIV, HCV, and STD testing and treatment van.	300 hours @ \$100.00/hr	\$ 30,000
PRC	Provide workforce development and training.	300 hours @ \$100.00/hr	\$ 30,000
Wakefield and Cushman	Provide space advisory and acquisition services.	300 hours @ \$100.00/hr	\$ 30,000
Facente Consulting	Provide capacity building assessment.	2000 hours @ \$100/hr	\$ 200,000
Total Consultants/Subcontractors:			\$ 350,000

Other Expenses			
Expense Item	Brief Description	Rate/Formula	Cost
Prepaid Facility Acquisition and Deposit	Acquisition of HAP facilities, build out and security deposits (buliding and utilities). Expenses to purchase clinical equipment.		\$ 200,000
Total Other:			\$ 200,000

				TOTAL OPERATING EXPENSES:	\$	668,030
				TOTAL DIRECT COSTS:	\$	1,043,478
4) INDIRECT COSTS	Indirect Rate:	15.00%	TOTAL INDIRECT COSTS:		\$	156,522
				TOTAL EXPENSES:	\$	1,200,000

Contractor Name: Rafiki Coalition for Health & Wellness

B-1.1, Page 1

Funding Source: CDC

1/1/23-7/31/23

CAT 7: BLACK /AFRICAN AMERICAN HEALTH

UOS COST ALLOCATION BY SERVICE MODE

Service Modes:		CAPACITY BUILDING			
Operating Expenses					
	Expense	%	Expense	%	Totals
Total Occupancy		0%		0%	-
Total Materials and Supplies	4,348	100%		0%	4,348
Total General Operating		0%		0%	-
Total Staff Travel		0%		0%	-
Consultants/Subcontractor:		0%		0%	-
Total Operating Expenses	4,348	100%	-		4,348
Total Direct Expenses					
	4,348	100.00%	-	0.00%	4,348
Indirect Expenses	15.0%	652	100.00%	0.00%	652
TOTAL EXPENSES	5,000	100%	-	0%	5,000
Unit of Service Type					
	Month				
Number of UOS per Service Mode	7				7
Cost Per UOS by Service Mode	\$714.29				N/A
Number of UDC/NOC per Service Mode	N/A				

BUDGET JUSTIFICATION

Contractor Name Rafiki Coalition for Health & Wellness
 Program Name Health Access Point: B/AA Capacity Building

Appendix #: B-1.1
 Fiscal Year: 22/23

2) OPERATING EXPENSES:

Materials & Supplies:			
Expense Item	Concise/ Specific Description	Rate/Formula	Cost
Office supplies	copier paper, writing materials, software.	\$61,543 x 4%	\$ 2,462
Program supplies	Laptop, software, cell phones and service provider contract.	\$1,886 x 1	\$ 1,886
Total Materials & Supplies:			\$ 4,348

				TOTAL OPERATING EXPENSES:	\$ 4,348
				TOTAL DIRECT COSTS:	\$ 4,348
4) INDIRECT COSTS	Indirect Rate:	15.00%		TOTAL INDIRECT COSTS:	\$ 652
				TOTAL EXPENSES:	\$ 5,000

Contractor Name: Rafiki Coalition for Health & Wellness

B-1a, Page 1

Funding Source: General Fund

7/1/23-6/30/24

CAT 7: BLACK /AFRICAN AMERICAN HEALTH

UOS COST ALLOCATION BY SERVICE MODE

Service Modes:		CAPACITY BUILDING			
Position Titles	Annual FTE	Salaries	% FTE		Totals
Executive Director	0.50	128,867	100%		128,867
Director of Program	0.50	80,791	100%		80,791
Director of Human Resources	0.50	89,186	100%		89,186
Director of Finance and Administration	0.50	116,107	100%		116,107
Director of Mental Health	0.50	74,256	100%		74,256
Executive Assistant	0.50	48,712	100%		48,712
Total FTE & Salaries	3.00	537,919	100%		537,919
Fringe Benefits	32.99%	177,459	100%		177,459
Total Personnel Expenses		715,378	100%		715,378
Operating Expenses		Expense	%		Totals
Total Occupancy		258,803	100%		258,803
Total Materials and Supplies		112,683	100%		112,683
Total General Operating		89,039	100%		89,039
Total Staff Travel		11,054	100%		11,054
Consultants/Subcontractor:		900,000	100%		900,000
Total Operating Expenses		1,371,579	100%		1,371,579
Total Direct Expenses		2,086,957	100%		2,086,957
Indirect Expenses	15.0%	313,043	100%		313,043
TOTAL EXPENSES		2,400,000	100%		2,400,000
Unit of Service Type		Month			
Number of UOS per Service Mode		12			12
Cost Per UOS by Service Mode		\$200,000.00			N/A
Number of UDC/NOC per Service Mode		N/A			

BUDGET JUSTIFICATION

Contractor Name Rafiki Coalition for Health & Wellness
Program Name Health Access Point: B/AA Capacity Building

Appendix #: B-1a
Fiscal Year: 23/24

1a) SALARIES

Staff Position 1	Executive Director				
Duties related to this program and UDC served	Leader of Senior Executive Team Member . Attend meeting with Organizational Capacity Building Consultant and Community Partners. Primary point of contact for DPH. Manager of overall program activities. Provide insight to current organization structure.				
Degree, license, experience	PHD (Mental Health)				
	Annual Salary	x Base FTE	x Mos per Yr	Annualized FTE if < 12 mo	Total
	257,735	0.50	12	0.50	\$ 128,867
Staff Position 2:	Director of Program				
Duties re program and UDC served	Senior Executive Team Member .Attend meeting with Organizational Capacity Building Consultant and Community Partners. Primary point of contact for DPH contract manager. Provide insight to current program activities.				
Degree, license exp	Masters (Public Health)				
	Annual Salary	x Base FTE	x Mos per Yr	Annualized FTE if < 12 mo	Total
	161,582	0.50	12	0.50	\$ 80,791
Staff Position 3:	Director of Human Resources				
Duties re prog/UDC	Senior Executive Team Member .Attend meeting with Organizational Capacity Building Consultant. Provides insight to Rafiki's current human resource recruitment, hiring, and onboarding processes, open enrollment and administration of employee benefits, timesheet management and payroll processing, staff training, employee handbook updates and maintenance.				
Degree, license exp	Masters (Human Resources)				
	Annual Salary	x Base FTE	x Mos per Yr	Annualized FTE if < 12 mo	Total
	178,371	0.50	12	0.50	\$ 89,186
Staff Position 4:	Director of Finance and Administration				
Duties related to this program and UDC served	Senior Executive Team Member. Attend meeting with Organizational Capacity Building Consultant. Provides insight to fiscal, administrative, human resources and informational technology policies and procedures and processing activities. Primary contact with DPH Contract Development and Technical Assistant Unit.				
Degree, license exp	MBA/CPA (Finance)				
	Annual Salary	x Base FTE	x Mos per Yr	Annualized FTE if < 12 mo	Total
	232,214	0.50	12	0.50	\$ 116,107
Staff Position 5:	Director of Mental Health				
Duties re program and UDC served	Senior Executive Team Member. Attend meeting with Organizational Capacity Building Consultant. Provide insight to Rafiki's clinical mental health activities.				
Degree, license exp	PHD (Mental Health)				
	Annual Salary	x Base FTE	x Mos per Yr	Annualized FTE if < 12 mo	Total
	148,513	0.50	12	0.50	\$ 74,256
Staff Position 6:	Executive Assistant				

Duties re program and UDC served	:Coordinate and support activities of Senior Executive Team Member . Attend meeting with Organizational Capacity Building Consultant and Community Partners. Under supervision of Executive Director assist in facilitating and communication action items as listed.				
Degree, license exp	BS (Public Administration)				
	Annual Salary	x Base FTE	x Mos per Yr	Annualized FTE if < 12 mo	Total
	97,424	0.50	12	0.50	\$ 48,712
Total FTE, Base:		3.00	Annualized:	3.00	
				Total Salaries:	\$ 537,919

1b) EMPLOYEE FRINGE BENEFITS:

(Components provided below are samples only. The budgeted components should reflect the contractor's ledger accounts.)

Estimated Social Security, Retirement, Medical, Dental, Unemployment Ins, Disability, PTO	
Social Security	\$ 41,150.80
Retirement	\$ 21,516.76
Medical	\$ 69,337.76
Dental	\$ -
Unemployment Insurance	\$ 5,917.11
Disability Insurance	\$ 5,648.15
Paid Time Off	\$ 33,888.90
Life Insurance	\$ -
Total Fringe Benefit:	\$ 177,459
Fringe Benefit %:	32.99%
TOTAL SALARIES/BENEFITS: \$ 715,378	

2) OPERATING EXPENSES:

Occupancy:

Expense Item	Concise/ Specific Description	Rate/Formula	Cost
Rent	office space and meeting room.	\$259,161 x 4%	\$ 10,366
Clinical space rental	facility rental for HAP activities.	\$20,000 x 12	\$ 240,000
Utilities	electric, gas, water and scavenger.	\$56,689 x 4%	\$ 2,268
Telephone	landline and cell.	\$81,412 x 4%	\$ 3,256
Repairs & Maintenance	general cleaning, janitorial, security, and repairs.	\$72,819 x 4%	\$ 2,913
Total Occupancy:			\$ 258,803

Materials & Supplies:

Expense Item	Concise/ Specific Description	Rate/Formula	Cost
Office supplies	copier paper, writing materials, software.	\$67,081 x 4%	\$ 2,683
Program supplies	clinical supplies, tools, storage shelving (pre-orders/security deposits), reference materials.	\$100,000 x 1	\$ 100,000
Program supplies	Laptop, software, cell phones and service provider contract.	\$10,000 x 1	\$ 10,000
Total Materials & Supplies:			\$ 112,683

General Operating:

Expense Item	Brief Description	Rate/Formula	Cost
Equipment rental	copiers and postage machines.	\$18,930 x 4% + \$6,543	\$ 7,300
Insurance	general & liability insurance.	\$52,695 x 4% + \$21,600	\$ 23,708

Information Tecvhnology	internet service provider, website maintenance, social medial platforms.	\$30,777 x 4% + \$12,000	\$ 13,231
Dues and subscriptions	licenses, dues, newspaper. Professional membership.	\$400 x 12 months	\$ 4,800
Advertising/Outreach	Social medidia , newspaper, community outreach activities.	\$40,000	\$ 40,000
Total General Operating:			\$ 89,039

Staff Travel:

Purpose of Travel	Location	Expense Item	Rate/Formula	Cost
Meetings & Conferences	Zoom subscriptions.		\$500 x 12	\$ 6,000
Staff mileage	local travel by automobile, rideshare.		9,025 miles @ \$0.56	\$ 5,054
Total Staff Travel:				\$ 11,054

Consultants/Subcontractors:

Consult/Subcontractor Name	Service Description	Rate/Formula	Cost
San Francisco AIDS Foundation	Provide intergrated HIV, STD, and HCV testing and treatment.	2,000 hours @ \$100.00/hr	\$ 200,000
3rd Street Youth Center and Clinic	Provides youth specifgic HIV, HCV, and STD treatment services.	2,000 hours @ \$100.00/hr	\$ 200,000
UCSF Alliance Health Project	Provide mobile HIV, HCV, and STD testing and treatment van.	2,000 hours @ \$100.00/hr	\$ 200,000
PRC	Provide workforce development and training.	2,000 hours @ \$100.00/hr	\$ 200,000
Facente Consulting	Provide capacity building assessment.	1,000 hours @ \$100/hr	\$ 100,000
Total Consultants/Subcontractors:			\$ 900,000

			TOTAL OPERATING EXPENSES:	\$ 1,371,579
			TOTAL DIRECT COSTS:	\$ 2,086,957
4) INDIRECT COSTS	Indirect Rate:	15.00%	TOTAL INDIRECT COSTS:	\$ 313,043
			TOTAL EXPENSES:	\$ 2,400,000

Appendix C
Insurance Waiver Reserved

Appendix D

FEMA EMERGENCY & EXIGENCY CONTRACTS REQUIREMENTS Reserved

APPENDIX E



San Francisco Department of Public Health
Business Associate Agreement

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

RECITALS

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

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

1. Definitions.

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

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

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

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

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

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

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

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

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

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

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

APPENDIX E



San Francisco Department of Public Health
Business Associate Agreement

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

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

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

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

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

2. Obligations of Business Associate.

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

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

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

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

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

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

APPENDIX E



San Francisco Department of Public Health
Business Associate Agreement

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

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

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

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

APPENDIX E



San Francisco Department of Public Health
Business Associate Agreement

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

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

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

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

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

APPENDIX E



San Francisco Department of Public Health
Business Associate Agreement

o. Breach Pattern or Practice by Business Associate's Subcontractors and Agents.

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

3. Termination.

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

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

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

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

APPENDIX E



San Francisco Department of Public Health
Business Associate Agreement

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

4. Amendment to Comply with Law.

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

5. Reimbursement for Fines or Penalties.

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

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

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

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

Contractor Name:	Contractor City Vendor ID
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PRIVACY ATTESTATION

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

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

I. All Contractors.

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

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

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

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

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

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

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

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

I. All Contractors.

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

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

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.

Name (print)		Signature		Date
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**DEPARTMENT OF PUBLIC HEALTH CONTRACTOR
MONTHLY DELIVERABLES AND COST REIMBURSEMENT INVOICE**

APPENDIX F-1
1/1/23-6/30/23
PAGE A

Contractor: Rafiki Coalition for Health & Wellnes Address: 601 Cesar Chavez Street San Francisco, CA 94124 Telephone: 415-660-2913 Fax:	Contract ID # 1000024732	Invoice Number JAN23 Contract Purchase Order No: _____ Funding Source: _____ Department ID-Authority ID: _____ Project ID-Activity ID: _____ Invoice Period: 01/1/23 - 01/31/23 FINAL Invoice <input type="checkbox"/> (check if Yes)
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Program Name: **Health Access Point: B/AA Capacity Building**

ACE Control #: _____

DELIVERABLES	TOTAL CONTRACTED		DELIVERED THIS PERIOD		DELIVERED TO DATE		% OF TOTAL		REMAINING DELIVERABLES	
	UOS	NOC	UOS	NOC	UOS	NOC	UOS	NOC	UOS	NOC
Capacity Building	6	N/A					#####	6	#####	

	NOC	NOC	NOC	NOC	NOC
Number of Clients for Appendix		N/A			#####

EXPENDITURES	BUDGET	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
Total Salaries (See Page B)	\$282,313				\$282,313.00
Fringe Benefits	\$93,135				\$93,135.00
Total Personnel Expenses	\$375,448				\$375,448.00
Operating Expenses:					
Occupancy -(e.g., Rental of Property, Utilities, Building Maintenance Supplies and Repairs)	\$50,899				\$50,899.00
Materials and Supplies -(e.g., Office, Postage, Printing and Repro., Program Supplies)	\$55,173				\$55,173.00
General Operating -(e.g., Insurance, Staff Training, Equipment Rental/Maintenance)	\$6,158				\$6,158.00
Staff Travel - (e.g., Local & Out of Town)	\$5,800				\$5,800.00
Consultant/Subcontractor	\$350,000				\$350,000.00
Other - Facility Lease and build out	\$200,000				\$200,000.00
Total Operating Expenses	\$668,030				\$668,030.00
Capital Expenditures					
TOTAL DIRECT EXPENSES	\$1,043,478				\$1,043,478.00
Indirect Expenses	\$156,522				\$156,522.00
TOTAL EXPENSES	\$1,200,000				\$1,200,000.00
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 Attn: Accounts Payable	By: _____ (DPH Authorized Signatory)
	Date: _____

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

APPENDIX F-1.1
1/1/23-7/31/23
PAGE A

Contractor: **Rafiki Coalition for Health & Wellnes** Contract ID # **1000024732**
Address: **601 Cesar Chavez Street**
San Francisco, CA 94124

Invoice Number **JAN23**

Telephone: **415-660-2913**
Fax:



Contract Purchase Order No: _____

Funding Source: _____

Program Name: **Health Access Point: B/AA Capacity Building**

Department ID-Authority ID: _____

Project ID-Activity ID: _____

ACE Control #: _____

Invoice Period: **01/1/23 - 01/31/23**

FINAL Invoice (check if Yes)

DELIVERABLES	TOTAL CONTRACTED		DELIVERED THIS PERIOD		DELIVERED TO DATE		% OF TOTAL		REMAINING DELIVERABLES	
	UOS	NOC	UOS	NOC	UOS	NOC	UOS	NOC	UOS	NOC
Capacity Building	7	N/A					#####		7	#####

	NOC	NOC	NOC	NOC	NOC
Number of Clients for Appendix		N/A			#####

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)	\$4,348				\$4,348.00
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)					
Total Operating Expenses	\$4,348				\$4,348.00
Capital Expenditures					
TOTAL DIRECT EXPENSES	\$4,348				\$4,348.00
Indirect Expenses	\$652				\$652.00
TOTAL EXPENSES	\$5,000				\$5,000.00
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: _____
Attn: Accounts Payable	(DPH Authorized Signatory)	

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

APPENDIX F-1a
7/1/23-6/30/24
PAGE A

Contractor: **Rafiki Coalition for Health & Wellnes** Contract ID # **1000024732**
Address: **601 Cesar Chavez Street**
San Francisco, CA 94124

Invoice Number **JUL23**

Telephone: **415-660-2913**
Fax:



Contract Purchase Order No: _____

Funding Source: _____

Program Name: **Health Access Point: B/AA Capacity Building**

Department ID-Authority ID: _____

Project ID-Activity ID: _____

ACE Control #: _____

Invoice Period: **07/1/23 - 07/31/23**

FINAL Invoice (check if Yes)

DELIVERABLES	TOTAL CONTRACTED		DELIVERED THIS PERIOD		DELIVERED TO DATE		% OF TOTAL		REMAINING DELIVERABLES	
	UOS	NOC	UOS	NOC	UOS	NOC	UOS	NOC	UOS	NOC
CAPACITY BUILDING	12	N/A						#####	12	#VALUE!

	NOC	NOC	NOC	NOC	NOC
Number of Clients for Appendix		N/A			#####
					#VALUE!

EXPENDITURES	BUDGET	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
Total Salaries (See Page B)	\$537,919				\$537,919.00
Fringe Benefits	\$177,459				\$177,459.00
Total Personnel Expenses	\$715,378				\$715,378.00
Operating Expenses:					
Occupancy -(e.g., Rental of Property, Utilities, Building Maintenance Supplies and Repairs)	\$258,803				\$258,803.00
Materials and Supplies -(e.g., Office, Postage, Printing and Repro., Program Supplies)	\$112,683				\$112,683.00
General Operating -(e.g., Insurance, Staff Training, Equipment Rental/Maintenance)	\$89,039				\$89,039.00
Staff Travel - (e.g., Local & Out of Town)	\$11,054				\$11,054.00
Consultant/Subcontractor	\$900,000				\$900,000.00
Other - (Meals, Audit, Transportation Reimb, Stipends, Facilitators)					
Total Operating Expenses	\$1,371,579				\$1,371,579.00
Capital Expenditures					
TOTAL DIRECT EXPENSES	\$2,086,957				\$2,086,957.00
Indirect Expenses	\$313,043				\$313,043.00
TOTAL EXPENSES	\$2,400,000				\$2,400,000.00
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: _____
Attn: Accounts Payable	(DPH Authorized Signatory)	

Appendix G

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

Introduction

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

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

Dispute Resolution Procedure

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

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

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

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

Appendix G

to date are not satisfactory to the contractor. The Department will respond in writing within 10 working days.

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

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

**Appendix H
Reserved**

**Appendix I
Reserved**

Appendix J
Grant Terms Reserved

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 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.

Attachment 2 to Appendix K

**Protected Information Destruction Order
Purge Certification - Contract ID # 1000024732**

In accordance with section 3.c (Effect of Termination) of the Business Associate Agreement, attached as Appendix E to the Agreement between the City and Contractor dated January 1st, 2023 (“Agreement”), the City hereby directs Contractor to destroy all Protected Information that Contractor and its agents and subcontractors (collectively “Contractor”) still maintain in any form. Contractor may retain no copies of destroyed Protected Information.” Destruction must be in accordance with the guidance of the Secretary of the U.S. Department of Health and Human Services (“Secretary”) regarding proper destruction of PHI.

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

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

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

So Certified

Monique LeSarre

Title: Executive Director

Date:
