

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

Fourth Amendment

THIS **FOURTH** AMENDMENT (“Amendment”) is made as of **April 1, 2025**, in San Francisco, California, by and between **PROJECT OPEN HAND** (“Contractor”), and the City and County of San Francisco, a municipal corporation (“City”), acting by and through its Director of the Office of Contract Administration.

Recitals

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

WHEREAS, City and Contractor desire to modify the Agreement on the terms and conditions set forth herein to extend the performance period, increase the contract amount, update standard contractual clauses, and to modify the Agreement as follows:

- a. Replace Appendix A-1 with the attached A-1 to update income eligibility dated 04/01/2025. (redline included)
- b. Replace Appendix A-2 with the attached A-2 to update income eligibility dated 04/01/2025. (redline included)
- c. Replace Appendix B with the attached Appendix B dated 04/01/2025.
- d. Replace B-2i, B-2j and their corresponding invoices dated 04/01/2025.
- e. Add B-3g, B-3h, B-3i, B-3j and their corresponding invoices dated 04/01/2025.
- f. Replace Appendix E, “Business Associate Agreement”, with updated OCPA & CAT v1/10/2024, Attestation forms 06-07-2017, and Protected Information Destruction Order Purge Certification 01-10-2024.
- g. Replace Appendix K, “Data Access and Sharing Terms”, with the “Third party Computer System Access Agreement (SAA)” dated 01-08-2025; and

WHEREAS, Contractor was competitively selected pursuant to a Request for Proposals entitled “Provision of Food and Nutrition Services Targeting Low-Income HIV Clients Living in San Francisco” issued on **January 30, 2017** through **RFP 9-2017** and this Amendment is consistent with the terms of the RFP and the awarded Contract; and

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

WHEREAS, this Amendment is consistent with an approval obtained on **July 18, 2016** from the Civil Service Commission under PSC number **2005-07/08** which authorizes the award of

multiple agreements, the total value of which cannot exceed **\$450,000,000** for the period commencing **July 1, 2008** and is continuous; and

WHEREAS, the City's Board of Supervisors previously approved this Contract by Resolution Number **202-22** on **May 24th, 2022**, for a total Not To Exceed amount of **\$18,800,344**, and was required to obtain reapproval by City's Board of Supervisors for this amendment as additional funding caused the Not To Exceed amount to exceed over \$500,000; and

WHEREAS, this Amendment is consistent with an approval obtained from the City's Board of Supervisors under Resolution Number _____ approved on _____ in the amount of **\$20,528,272** for the period commencing **April 1, 2017** and ending **March 31, 2027**; and

WHEREAS, the Department has filed Ethics Form **126f4** (Notification of Contract Approval) because this Agreement, as amended herein, has a value of \$100,000 or more in a fiscal year and will require the approval of the Board of Supervisors; and

Now, THEREFORE, the parties agree as follows:

Article 1 Definitions

The following definitions shall apply to this Amendment:

1.1 **Agreement.** The term "Agreement" shall mean the Agreement dated April 1st, 2017 (**CID# 1000002671 / BPHC17000070**) between Contractor and City, as amended by the:

First Amendment, dated December 1st, 2018 (**CID# 1000002671 / BPHC17000070**), and

Second Amendment, dated February 1st, 2021 (**CID# 1000002671 / BPHC17000070**), and

Third Amendment, dated January 1st, 2022 (**CID# 1000002671 / BPHC17000070**).

1.2 **San Francisco Labor and Employment Code.** As of January 4, 2024, San Francisco Administrative Code Chapters 21C (Miscellaneous Prevailing Wage Requirements), 12B (Nondiscrimination in Contracts), 12C (Nondiscrimination in Property Contracts), 12K (Salary History), 12P (Minimum Compensation), 12Q (Health Care Accountability), 12T (City Contractor/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions), and 12U (Sweatfree Contracting) are redesignated as Articles 102 (Miscellaneous Prevailing Wage Requirements), 131 (Nondiscrimination in Contracts), 132 (Nondiscrimination in Property Contracts), 141 (Salary History), 111 (Minimum Compensation), 121 (Health Care Accountability), 142 (City Contractor/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions), and 151 (Sweatfree Contracting) of the San Francisco Labor and Employment Code, respectively. Wherever this Agreement refers to San Francisco Administrative Code Chapters 21C, 12B, 12C, 12K, 12P, 12Q, 12T, and 12U, it shall be construed to mean San Francisco Labor and Employment Code Articles 102, 131, 132, 141, 111, 121, 142, and 151, respectively.

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

Article 2 Modifications of Scope to the Agreement

The Agreement is hereby modified as follows:

2.1 **Financial Matters.** Section 3.3.1 Payment of the Third Amendment currently reads as follows:

3.31 **Payment.** Contractor shall provide an invoice to the City on a monthly basis for Services completed in the immediate preceding month, unless a different schedule is set out in Appendix B, "Calculation of Charges." Compensation shall be made for Services identified in the invoice that the **Director of Health**, in his or her sole discretion, concludes has been satisfactorily performed. Payment shall be made within 30 calendar days of receipt of the invoice, unless the City notifies the Contractor that a dispute as to the invoice exists. In no event shall the amount of this Agreement exceed **Eighteen Million, Eight Hundred Thousand, Three Hundred Forty-Four DOLLARS (\$18,800,344)**. The breakdown of charges associated with this Agreement appears in Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein. In no event shall City be liable for interest or late charges for any late payments.

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

3.3.1 **Calculation of Charges and Contract Not to Exceed Amount.** The amount of this Agreement shall not exceed **Twenty Million Five Hundred Twenty-Eight Thousand Two Hundred Seventy-Two DOLLARS (\$20,528,272)**, the breakdown of which appears in Appendix B, "Calculation of Charges." City shall not 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.

2.2 **Appendix A-1.** Appendix A-1 is hereby replaced in its entirety by Appendix A-1, attached to this Amendment and fully incorporated within the Agreement. To the extent the Agreement refers to Appendix A-1 in any place, the true meaning shall be Appendix A-1, which is a correct and updated version.

2.3 **Appendix A-2.** Appendix A-2 is hereby replaced in its entirety by Appendix A-2, attached to this Amendment and fully incorporated within the Agreement. To the extent the Agreement refers to Appendix A-2 in any place, the true meaning shall be Appendix A-2, which is a correct and updated version.

2.4 **Appendix B.** Appendix B is hereby replaced in its entirety by Appendix B, attached to this Amendment and fully incorporated within the Agreement. To the extent the Agreement refers to Appendix B in any place, the true meaning shall be Appendix B, which is a correct and updated version.

2.5 **Appendix B-2i.** Appendix B-2i is hereby replaced in its entirety by Appendix B-2i, attached to this Amendment and fully incorporated within the Agreement. To the extent the

Agreement refers to Appendix B-2i in any place, the true meaning shall be Appendix B-2i, which is a correct and updated version.

2.6 **Appendix B-2j.** Appendix B-2j is hereby replaced in its entirety by Appendix B-2j, attached to this Amendment and fully incorporated within the Agreement. To the extent the Agreement refers to Appendix B-2j in any place, the true meaning shall be Appendix B-2j, which is a correct and updated version.

2.7 **Appendix B-3g.** Appendix B-3g is hereby added to this Amendment and fully incorporated within the Agreement.

2.8 **Appendix B-3h.** Appendix B-3h is hereby added to this Amendment and fully incorporated within the Agreement.

2.9 **Appendix B-3i.** Appendix B-3i is hereby added to this Amendment and fully incorporated within the Agreement.

2.10 **Appendix B-3j.** Appendix B-3j is hereby added to this Amendment and fully incorporated within the Agreement.

2.11 **Appendix E.** Appendix E is hereby replaced in its entirety by Appendix E Dated: OCPA & CAT v1/10/2024, and Attestation forms 06-07-2017, and Protected Information Destruction Order Purge Certification 01-10-2024, attached to this Amendment and incorporated within the Agreement.

2.12 **Appendix F-2i.** Appendix F-2i is hereby replaced in its entirety by Appendix F-2i, attached to this Amendment and fully incorporated within the Agreement. To the extent the Agreement refers to Appendix F-2i in any place, the true meaning shall be Appendix F-2i, which is a correct and updated version.

2.13 **Appendix F-2j.** Appendix F-2j is hereby replaced in its entirety by Appendix F-2j, attached to this Amendment and fully incorporated within the Agreement. To the extent the Agreement refers to Appendix F-2j in any place, the true meaning shall be Appendix F-2j, which is a correct and updated version.

2.14 **Appendix F-3g.** Appendix F-3g is hereby added to this Amendment and fully incorporated within the Agreement.

2.15 **Appendix F-3h.** Appendix F-3h is hereby added to this Amendment and fully incorporated within the Agreement.

2.16 **Appendix F-3i.** Appendix F-3i is hereby added to this Amendment and fully incorporated within the Agreement.

2.17 **Appendix F-3j.** Appendix F-3j is hereby added to this Amendment and fully incorporated within the Agreement.

2.18 **Appendix K.** Appendix K is hereby replaced in its entirety by Appendix K, attached to this Amendment and fully incorporated within the Agreement. To the extent the Agreement refers to Appendix K in any place, the true meaning shall be Appendix K, which is a correct and updated version.

Article 3 Updates of Standard Terms to the Agreement

The Agreement is hereby modified as follows:

3.1 **Section 4.2 Qualified Personnel.** *Section 4.2 of the Agreement is replaced in its entirety to read as follows:*

4.2 Qualified Personnel. Contractor represents and warrants that it is qualified to perform the Services required by City, and that all Services will be performed by competent personnel with the degree of skill and care required by current and sound professional procedures and practices. 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 sufficient resources for timely completion within the project schedule.

3.2 **Section 4.5 Assignment.** *Section 4.5 of the Agreement is replaced in its entirety to read as follows:*

4.5 Assignment. Services to be performed by Contractor are personal in character. This Agreement may not be directly or indirectly assigned, novated, or otherwise transferred unless first approved by City by written instrument executed and approved in the same manner as this Agreement. Any purported assignment made in violation of this provision shall be null and void.

3.3 **Section 10.15 Public Access to Nonprofit Records and Meetings.** *Section 10.15 of the Agreement is replaced in its entirety to read as follows:*

10.15 Nonprofit Contractor Requirements.

10.15.1 Good Standing. If Contractor is a nonprofit organization, Contractor represents that it is in good standing with the California Attorney General's Registry of Charitable Trusts and will remain in good standing during the term of this Agreement. Contractor shall immediately notify City of any change in its eligibility to perform under the Agreement. Upon City's request, Contractor shall provide documentation demonstrating its compliance with applicable legal requirements. If Contractor will use any subcontractors to perform the Agreement, Contractor is responsible for ensuring they are also in compliance with the California Attorney General's Registry of Charitable Trusts for the duration of the Agreement. Any failure by Contractor or its subcontractors to remain in good standing with applicable requirements shall be a material breach of this Agreement.

10.15.2 Public Access to Nonprofit Records and Meetings. If Contractor is a nonprofit organization; provides Services that do not include services or benefits to City employees (and/or to their family members, dependents, or their other designated beneficiaries); and receives a cumulative total per year of at least \$250,000 in City funds or City-administered funds, 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.

3.4 **Section 12.6 Prevention of Fraud, Waste and Abuse.** *The following section is hereby added and incorporated in Article 12 of the Agreement:*

12.6 Prevention of Fraud, Waste and Abuse. Contractor shall comply with all laws designed to prevent fraud, waste, and abuse, including, but not limited to, provisions of state and Federal law applicable to healthcare providers and transactions, such as the False Claims Act (31 U.S.C. § 3729 et seq.), the Anti-Kickback Statute (42 U.S.C. § 1320a-7b(b)), the Physician Self-Referral Law (Stark Law, 42 U.S.C. § 1395nn), and California Business & Professions Code § 650. Contractor shall immediately notify City of any suspected fraud, waste, and abuse under state or federal law.

3.5 **Article 13 Data and Security.** *Article 13 is hereby replaced in its entirety to read as follows:*

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 City Data; Confidential Information. In the performance of Services, Contractor may have access to, or collect on City’s behalf, City Data, which may include proprietary or Confidential Information that if disclosed 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) (1-10-2024)

1. SFDPH Attachment 1 Privacy Attestation (06-07-2017)
2. SFDPH Attachment 2 Data Security Attestation (06-07-2017)
3. SFDPH Attachment 3 Protected Information Destruction Order Purge Certification (01-10-2024)

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.

13.4.1 Use of City Data. Contractor agrees to hold City Data received from, or created or collected on behalf of, City, in strictest confidence. Contractor shall not use or disclose City Data except as permitted or required by the Agreement or as otherwise authorized in writing by City. Any work by Contractor or its authorized subcontractors using, or sharing or storage of, City Data outside the continental United States is prohibited, absent prior written authorization by City. Access to City Data must be strictly controlled and limited to Contractor's staff assigned to this project on a need-to-know basis only. City Data shall not be distributed, repurposed or shared across other applications, environments, or business units of Contractor. Contractor is provided a limited non-exclusive license to use 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 City Data, 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 City Data. Upon request of City or termination or expiration of this Agreement, Contractor shall promptly, but in no event later than thirty (30) calendar days, return all City Data given to, or collected or created by Contractor on City's behalf, which includes all original media. Once Contractor has received written confirmation from City that City 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 subcontractor's 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 City Data and any derivative works of City Data is the exclusive property of City.

13.6 Loss or Unauthorized Access to City's Data; Security Breach Notification. Contractor shall comply with all applicable laws that require the notification to individuals in the event of unauthorized release of PII, PHI, or other event requiring notification. Contractor shall notify City of any actual or potential exposure or misappropriation of City Data (any "Leak") within twenty-four (24) hours of the discovery of such, but within twelve (12) hours if the Data Leak involved PII or PHI. Contractor, at its own expense, will reasonably cooperate with City and law enforcement authorities to investigate any such Leak and to notify injured or potentially injured parties. Contractor shall pay for the provision to the affected individuals of twenty-four (24) months of free credit monitoring services, if the Leak involved information of a nature reasonably necessitating such credit monitoring. The remedies and obligations set forth in this subsection are in addition to any other City may have. City shall conduct all media communications related to such Leak.

13.7 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 4 Effective Date

Each of the modifications set forth in Articles 2 and 3 shall be effective on and after the date of this Amendment.

Article 5 Legal Effect

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

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

CITY

Recommended by:

Daniel Tsai
Director of Health
San Francisco Department of Public Health

Approved as to Form:

David Chiu
City Attorney

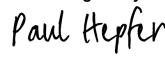
By: _____
Deputy City Attorney

Approved:

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

By: _____

CONTRACTOR
PROJECT OPEN HAND

DocuSigned by:


50CD90AE42024E7... 7/8/2025 | 1:32 PM PDT
Paul Hepfer
Chief Executive Officer
730 Polk Street
San Francisco, CA 94109

City Supplier number: **0000012810**

1. PROGRAM NAME / ADDRESS **Project Open Hand / HIV/AIDS Food and Nutrition Services**

730 Polk Street, San Francisco, California 94109

415-447-2300 Fax: 415-447-2490, www.openhand.org

Contacts / Phone

Holly Calhoun, Director, Wellness Program, hcalhoun@openhand.org, 415-447-2415

Ana Ayala, VP of Programs, aayala@openhand.org, 415-447-2330

2. NATURE OF DOCUMENT **Amendment**

3. GOAL STATEMENT

To improve the nutritional health of all people living with HIV/AIDS through prepared meals, groceries, nutrition assessments and other food and nutrition services.

4. TARGET POPULATION/OUTREACH EFFORTS:

Project Open Hand will serve all regardless of their race, ethnicity, gender, sexual orientation or national origin. To ensure vulnerable populations have knowledge of and access to these services, POH's outreach efforts will include but are not limited to ethnicities and populations within San Francisco, with focused expertise to meet the unique needs of low-income San Francisco residents, of all ethnicities and populations, with symptomatic or disabling HIV disease whose eligibility is certified by their primary care provider. Project Open Hand (POH) serves residents of every neighborhood in San Francisco, however most of the HIV+ clients served live in the Tenderloin, South of Market, and other low-income areas of the city.

POH assures that HHS funds are used only to fund services not reimbursed by any other funding source. Client enrollment priority is reserved for San Francisco residents who have low-incomes and are uninsured. Secondary enrollment is reserved for San Francisco residents who have low-incomes and are underinsured. Low-income status is defined as 600%, previously 500% of Federal Poverty Level as defined by the US Department of Health and Human Services

A client's HIV diagnosis must be confirmed at intake. Client eligibility determination for residency, low-incomes, and insurance status must be confirmed at intake and at 12-month intervals thereafter. Six-month, interim eligibility confirmation may be by a client's self-attestation, but must be documented in the client's file or in ARIES.

5. MODALITIES and INTERVENTIONS: See Appendix B, UOS/UDC Allocation Table for the Units of Service (UOS) and Unduplicated Clients (UDC)

6. METHODOLOGY

POH serves over 350,000 meals and over 70,000 grocery bags to approximately 2,800 People Living with HIV/AIDS (PLWHA) annually. There is no charge for services, and POH does not have a waiting list for eligible clients. The scope of service POH provides PLWHA far exceeds the funds received from government contracts. Private donations account for most of the funds needed to support POH's HIV program, and last year, volunteers donated over 161,000 hours to help POH meet service goals.

Developing a new client referral network: POH maintains relationships with key points of access inside and outside of the HIV service system, including Ward 86, emergency rooms, substance abuse treatment programs, detox centers, adult and juvenile probation, HIV counseling and testing, mental health programs, and homeless shelters. POH Bilingual Outreach Coordinators participate in more than 100 health fairs, speaking opportunities, and neighborhood events each year. POH leadership participates actively in the HIV/AIDS Providers Network, Getting to Zero, Food Security Task Force and Food Is Medicine Coalition. The POH Medical Advisory Council, consisting of Physicians and Researchers from the San Francisco medical community, advises on trends in client needs and medications.

Ensuring service meets client needs and determining eligibility: Service eligibility requires certification from a medical provider. Many clients will engage with their medical team to access POH's delicious meals. With physician input and following HRSA eligibility criteria, POH developed a certification form that identifies PLWHA who need services based on their medical condition and food insecurity. Clients qualify for multiple services based on food insecurity and health acuity. This programmatic nuance

provides the most comprehensive service possible to PLWHA who are the sickest and maintains a baseline of food and nutrition for clients whose health and food security are stable. A client can receive up to 100% of daily nutritional requirements from POH.

Services may begin immediately if a prospective client submits a valid letter of diagnosis specifying HIV+ status, proof of residency, insurance, and income. The latter two documents verify 'payer of last resort' status, but in no way affect their access to services. Newly referred clients meet with a POH caseworker to discuss services, the annual recertification process, to collect demographic information, confirm eligibility, and initiate service. Clients are required to meet with a Registered Dietician (RD) to discuss specific dietary needs. Every client receives a "Welcome Packet", which includes their rights and responsibilities, consent to treatment, assurance of confidentiality, and grievance policy.

Clients must visit their medical provider every six months to recertify. This allows caseworkers and RDs to gather information from providers on how POH's nutrition service helps clients comply with medication, manage chronic conditions, ensure adequate access to nutrition, prevent deterioration of health, and provides Medical Nutrition Therapy.

Complete Food and Nutrition Intervention: POH bases its intervention model on 32 years of working with the nutritional needs of PLWHA. Recently published research in the Journal of Urban Health by the UCSF School of Medicine confirmed the POH model of care by demonstrating that services vastly improve the physical and mental health of clients.

Delicious Prepared Meals are designed to meet the needs of clients and provide a minimum of one-third of the daily nutritional requirements for PLWHA. RDs work with chefs to develop menus, evaluate food appropriateness, and monitor the macronutrients and ensure all meals are low fat and heart healthy. Clients may also select from no dairy, vegetarian, renal, mechanical soft, pescatarian, bland, and diabetic meals. Volunteers help the staff prepare and package meals. Three daily volunteer shifts in the kitchen equate to 27,000 hours of volunteer time annually. Although the kitchen prepares meals every day of the week, clients choose the number of meals to receive, and how to receive them - a daily, hot meal or up to seven frozen meals. If they are unable to pick up their meals at the Grocery Center, they may have either meal plan delivered to their home or surrogate.

POH delivers meals throughout the city every day within a two-hour window of time. Staff delivery drivers use vans equipped with mobile ovens and freeze boxes to keep hot and frozen meals at safe temperatures in accordance with standards set by the California Retail Food Code. Volunteers (donating over 6,400 hours yearly) deliver meals on eight routes throughout San Francisco. These hand-delivered meals not only provide clients with nourishment, but also a compassionate and social point of contact. For many homebound clients, POH staff and volunteers may be the only person they interact with that day which is an important engagement that allows POH to spot obvious health changes.

The POH **Grocery Center**, unlike most food pantries, which exist solely to address hunger, provides food that meets the nutritional needs and medical regimens of PLWHA. As the dietary needs of PLWHA are different from others due to medications and disease progression, POH offers a variety of fresh, high-quality food items, including proteins, dairy, fruits, vegetables, and grains. The grocery bag service provides a minimum of one-third of the weekly nutritional requirements. Each week, clients who access the Grocery Center may select the specific items that they want from a variety of choices (retail value of a bag of groceries is \$80). For marginally housed clients without cooking facilities, POH offers a pre-packed bag of groceries with "no-cook" items that are ready-to-eat. Approximately 1,800 clients shop at the Grocery Center weekly. Volunteers contribute approximately 115,000 hours annually assisting clients, packaging groceries, and helping with inventory.

The Grocery Center not only provides food, but it also provides a communal space for clients to gather. It is a resource hub too, where housing, workforce development, medical, mental health, case management, and legal services are brought on site to meet client needs while they are shopping. Additionally, POH provides up-to-date guides for HIV nutrition related issues and additional, less-intensive food resources such as Food Pantries, Congregate Dining Centers and CalFresh/SNAP program for eligible and interested clients. As clients stabilize and leave POH, they are better able to sustain their health, and they are better connected to healthy food resources in San Francisco. POH maintains secure client files permanently to facilitate easy re-engagement with POH should their needs change.

Dietetic and Nutritional Counseling is an instrumental part of POH services. Each RD is an expert in the nutritional aspects of HIV disease management and ART adherence. They teach and counsel POH clients. New clients are required to meet with an RD during the intake process to evaluate specific nutritional needs. Recommendations build upon eating nutritionally dense foods that complement their medicinal regimens, using food to combat metabolic syndrome, and managing their individual symptoms, such as weight loss, diarrhea, nausea, poor appetite, and mouth/dental/swallowing problems. During the initial

session, high-need clients are identified, and follow-up appointments are made to monitor progress. Caseworkers and RD meet with clients at least every six months to monitor nutrition impact and behavior change.

Any client may schedule an infinite number of sessions and a RD is always on staff during Grocery Center hours for drop-ins. In addition to individual counseling sessions, RD are responsible for nutrition education activities that aid clients in meal program adherence. These activities include cooking demonstrations, recipes, written tips on monthly menus and educational handouts. POH provides all the necessary educational materials for clients to feel empowered to make their own informed, healthy eating choices in their own communities. Throughout client engagement, RD measure improvement in nutrition choices, paying specific attention to increases in knowledge and self-advocacy. This measurement allows RD to create a more individualized approach to their work, helping each client brainstorm specific solutions to reach their individual health goals.

Addressing Client Needs and Barriers to Access: While the program ensures accurate service levels and addresses the medical nutrition needs of PLWHA, there are many clients that have trouble engaging in care due to cultural, organizational, and geographical barriers. To breakdown these barriers, POH has taken many additional steps to provide an inclusive environment. There are bilingual and ASL client service staff and translated materials, such as recipes, nutrition handouts, and community flyers. Menus include culturally competent diets for all population groups. POH actively recruits a diversified workforce and holds quarterly client town halls. Through this, POH can garner ground level perspectives on obstacles experienced by clients. For clients that have limited cooking instruments and experience food storage limitations, there are multiple quantity options, frozen/fresh/hot meals, groceries, no-cook items, and spices. Most importantly, POH realizes that many clients are physically unable to travel to POH. For clients who are homebound, the distribution team delivers services to their doorstep. For those who enjoy participating in a more communal setting, POH has two vans equipped with warming ovens, freezers, and grocery shelves to bring services into their communities four days a week. This year POH is also exploring co-location opportunities inside the Bayview YMCA, Mission Neighborhood Health Center, and other community centers.

Client Satisfaction and Feedback: Satisfaction surveys are conducted with clients to evaluate the appeal, taste and variety of the meals, the Grocery Center services, and POH overall customer service. Ongoing feedback is gathered not only through surveys, but also on a voicemail suggestion line, comment cards in the Grocery Center, bimonthly lunches with the CEO, and quarterly town hall meetings. POH measures client satisfaction with food and services, client medication adherence, nutrition knowledge, medical engagement, resource access and mental health status. If not on the spot, POH responds within 24 hours to client challenges and complaints directly and on the Feedback Board in the Grocery Center.

Continuous Quality Improvement: POH operations follow federal, state, local and agency standards for food sanitation and safety, infection control and universal precautions. To ensure continuous quality improvement, internal departments meet regularly to evaluate kitchen operations, menus, and nutrition goals. More detail is available in the Data Collection and Quality Assurance Plan section.

POH tracking of service utilization, invoicing, and maintaining compliance: As the first and largest provider of food and nutrition for PLWHA in the United States, POH built a database to monitor service utilization more closely. Each client interaction is recorded in the system. Analysis of the data allows POH to identify access barriers and shifting client needs. With this system, POH can match and confirm that clients are fully registered in ARIES. If the client is not registered in ARIES, Caseworkers register the client and update the information regularly. Staff uploads secure files into ARIES monthly to ensure all information in ARIES is current and accurate. The system details the volume of Units of Service (UOS) and Unduplicated Clients (UDC) served, which is invoiced through the template system created by SFDPH. Invoices are submitted in accordance with the monthly deadline.

The MIP Accounting System and Functional Allocation Models allow POH to track each expenditure from tofu purchases to delivery driver salaries. Each expenditure is tied to a service, invoice, and contract engaged. This segregation of funding sources allows POH to ensure that for RWCA contracted UOS and UDC, there are no other funders or vice versa. These contract dollars are specifically allocated to UOS provision and not toward capital items or other expenditures. However, it is important to recognize that the funding received in this contract would only pay for a portion of the service provided. The remainder of the funds are privately raised. As a means of continuous evaluation, and to anticipate modification requirements, POH reviews utilization weekly and expenditures monthly. All methods are in accordance with OMB, A122, and A133, and POH has significant internal process audits to evaluate policy and procedure adherence in all areas.

ARIES Database

POH collects and submit all required data through the AIDS Regional Information & Evaluation System (ARIES). ARIES is a client management system designed for HHS providers. ARIES enhances care provided to clients with HIV by helping agencies

automate, plan, manage, and report on client data and services. ARIES is applicable for all Ryan White-eligible clients receiving services paid by any HHS source of funding. ARIES protects client records by ensuring only authorized agencies have access. ARIES data are safely encrypted and are kept confidential.

Client information relating to mental health, substance abuse, and legal issues are only available to a limited group of an agency's personnel. Authorized, ARIES-trained personnel are given certificate-dependent and password-protected access to only the information for which that person's level of permission allows. POH participates in the planning and implementation of its agency into ARIES.

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

7. OBJECTIVES and MEASUREMENTS

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

8. CONTINUOUS QUALITY IMPROVEMENT

The program abides by the standards of care for the services specified in this appendix as described in "Making the Connection: Standards of Care for Client-Centered Services. POH operations follow governmental, professional and agency standards for food sanitation and safety, infection control and universal precautions. Food Operations and Grocery Center Committees work together to evaluate the meals and groceries, develop menu cycles, and monitor the safety and sanitation of the kitchen and food storage operations. RD reviews nutrition goals.

Food storage, preparation, and services are monitored according to established Hazard Analysis and Critical Control Points (HACCP) procedures and the California Uniform Retail Food Facilities Law from the California Health and Safety Code, as administered by the SFDPH. These include guidelines for proper temperature control, cleaning, sanitizing, food service worker hygiene, and safe worker habits. All staff are ServSafe certified, and RD are credentialed by the Commission on Dietetic Registration.

POH follows written policies to train staff and volunteers regarding infection control, blood-borne pathogens, and universal precautions to prevent the spread of HIV and other disease. These procedures address:

- Communicable disease (i.e., all food handlers must be free of communicable disease to prevent transmission to clients with compromised immune systems.) TB clearances for all staff and food service volunteers are required annually.
- Protective clothing – head & hand coverings are required to prevent contamination.
- Food handler hygiene standards, including hand washing, are enforced.
- First Aid procedures are in place for treating cuts, abrasions, falls, etc.
- Precautions are taken to prevent the spread of HIV through proper handling of blood, body substances, or infectious waste.
- Staff in-service trainings are conducted addressing safe and sanitary habits in the kitchen to prevent food-borne illness and on-the-job injuries.

The Manager of Wellness Programs ensures the quality of services at POH. The current, Board of Directors approved plan includes all quality assurance areas throughout the proposal and the following:

- Annual staff performance plans and evaluations.

- Annual review and update of personnel policies and procedures.
- Annual review of Wellness Program (HIV Services) policies and procedures.

9. REQUIRED LANGUAGE

- | | |
|------------------------------------|---|
| a) Third Party Reimbursement: | See Target Population Outreach Efforts , Page 1 |
| b) Enrollment Priority/Low Income: | See Target Population Outreach Efforts , Page 1 |
| c) Client Eligibility: | See Target Population Outreach Efforts , Page 1 |
| d) Client Retention: | N/A |
| e) Vouchers: | N/A |
| f) ARIES Database: | See Methodology, ARIES, Pages 5 |
| g) Performance Objectives | See Objectives, Page 5 |
| h) Standards of Care: | See CQI, Page 5 |
| i) Subcontractors & Consultants: | N/A |

Project Open Hand (POH)
HIV/AIDS Food and Nutrition Services – GTZ

Appendix: A-2
04/01/2017 – 03/31/2027
General Fund GTZ

1. PROGRAM NAME / ADDRESS: **Project Open Hand**
HIV / AIDS Food and Nutrition Services – Getting to Zero
 730 Polk Street, San Francisco, California 94109
 415-447-2300 Fax: 415-447-2490, www.openhand.org
Contact Name / Phone: Holly Calhoun, Director, Wellness Program hcalhoun@openhand.org

2. NATURE OF DOCUMENT

☐ Original ☒ Contract Amendment ☐ Revision to Program Budgets (RPB)

3. GOAL STATEMENT:

The Getting to Zero (GTZ) program aims to combat stigma associated with HIV and to improve the HIV Health, and more specifically the Nutritional Health of all people living with HIV/AIDS through prepared meals, groceries, nutrition assessments, education, and other food and nutrition services.

1. Expand and ensure food access for underserved new clients based on poverty and food insecurity by distributing food at off-site locations in communities severely impacted by HIV.
2. Combined expanded capacity to combat food insecurity beyond clients already served by POH and follow up on client referrals from other GTZ funded programs.

4. TARGET POPULATION/OUTREACH EFFORTS:

Project Open Hand will serve all regardless of their race, ethnicity, gender, sexual orientation or national origin. To ensure vulnerable populations have knowledge of and access to these services, POH's outreach efforts will include but are not limited to ethnicities and populations within San Francisco, with focused expertise to meet the unique needs of HIV+ unengaged and/or under engaged residents, most in need of food; and to clients of the newly funded GTZ programs referenced above. Any other HIV+ clients living with food insecurity who are not already being served with other POH funding may be served as well as clients eligible for any other food and nutrition programs, but who are still unable to meet dietary requirements for adherence and engagement.

The program assures that all HHS funds are only used to pay for services that are not reimbursed by any other funding source. Client enrollment priority is reserved for San Francisco residents who have low-income and are uninsured. Secondary enrollment is reserved for San Francisco residents who have low-income and are underinsured. Low Income status is defined as 600%, previously 500% of the Federal Poverty Level (FPL) as defined by the US Department of Health and Human Services.

Client HIV diagnosis is confirmed at intake. Client eligibility determination for residency, low-income, and insurance status is confirmed at intake and at 12-month intervals thereafter and must be documented in the client file or in ARIES

5. MODALITIES and INTERVENTIONS: See Appendix B, UOS/UDC Allocation Table for the Units of Service (UOS) and Unduplicated Clients (UDC)

6. METHODOLOGY

Goal # 1: Food Access for Underserved Clients

A. Outreach, Recruitment and Promotion

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POH nutrition outreach coordinators and caseworkers will develop and implement communication and education programs focusing on navigation centers, SROs, needle exchange programs, mobile health services, city and free clinics, mobile laundry/bathing/bathroom services, etc.

Where food and client safety can be established, POH will establish remote sites and/or colocations with existing, trusted service providers to these populations. These remote delivery models will bring food to the clients.

Greater outreach resources will be required in the program's first year to build inroads and trust, and to process client flow, as this population of under/unengaged HIV+ individuals is sometimes reluctant or unable to engage. POH will utilize outreach and engagement strategies effective in the Food Insecure populations with these HIV+ clients to address access, stigma, eligibility, documentation and culture.

In addition to street-level and direct population outreach, POH will work with existing, trusted providers including MNHC, 3rd Street Youth Clinic, Southeast Health Center, Instituto de la Raza, AAHI, Bayview Hunters Point Foundation, Visitation Valley Community Center, incarceration release programs, places of worship and others. The client outreach program will educate providers, community centers, places of worship, pantries, and all potential points of contact about POH services and access points. Clients will receive incentives such as hygiene kits, daily living kits, food vouchers, etc. as necessary to encourage engagement.

B. Admission, Enrollment and/or Intake Criteria

Newly referred clients meet with a POH caseworker to discuss POH services, the annual recertification process, specific dietary needs, symptom management, and to collect demographic information and confirm all documents are in place to trigger service. The ultimate goal is for each new client to leave with nutrition. First each new client is asked if they are engaged in care or have seen a medical provider recently. The client is enrolled to receive food for at least 6 months whether or not they are currently seeing a medical provider. If the client is willing to complete an intake for the Medical Model Program the Caseworker will enroll the client. The Caseworker will also offer to send the POH medical form directly to the medical provider. This process will not impede clients' access to food.

Throughout each 6 month period of enrolment, POH staff supports engagement in medical care, but it is not a required enrollment criteria. POH staff builds a relationship with the client to encourage trust and care. If a client falls out of care, POH supports reengagement while providing nutrition as the stabilizing service.

C. Service Delivery Model

The POH intervention model that has proven to engage clients, increase adherence and improve health includes the following three key elements:

- 1) medically tailored nutrition
- 2) nutrition education
- 3) medical engagement

POH will introduce its existing service model to communities in addition to current services. Working with existing community based organizations, SF/Marin Food Bank pantries and through a mobile POH Meal-Mobile, POH will meet clients where they are already connecting to services or in their neighborhoods.

The POH mobile delivery vehicle will provide clients with privacy for intake, a pantry to shop from, and a choice of frozen or hot meals. This additional engagement structure will be required to address and mitigate stigma, transportation, access and housing stability in this un/under engaged population.

POH will establish remote distribution through the following modalities: grocery/meal home delivery, colocation with existing trusted community partners, text-popups in client population centers (notifying clients who have provided cellular contact info that POH will be in their neighborhood or at their community center/clinic) colocation with existing pantry systems, and expanded congregate dining opportunities in key communities.

All clients must receive nutrition education through in-person or remote medium (texted video, GIFs, etc.) and will participate in nutrition education workshops or individual sessions with the Dietician to develop sustainable nutrition behaviors that address food security and disease symptoms. This engagement must happen at least semi-annually for clients to remain eligible.

Prepared Meals

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Prepared Meals are designed to meet the needs of clients and provide a minimum of one-third of the daily nutritional requirements for people living with HIV. These medically tailored meals not only meet nutrition requirements of HIV+ clients but address most detrimental symptoms and common comorbid diagnoses associated with HIV, and aging with HIV, such as anal cancer, HCV, diabetes and heart disease.

The Registered Dietitian (funded elsewhere) works with the chefs to develop menus, evaluate food appropriateness, and monitor the nutritional content of the meals. In addition to the regular menu, clients can select from low-fat/no dairy, vegetarian, renal, mechanical soft, bland, and diabetic meals. Culturally appropriate meal requirements and client preferences are addressed whenever possible.

Although the kitchen prepares meals every day of the week, clients choose the number of meals to be received and how to receive them. Clients may pick up 4-7 packs of frozen meals or request a weekly delivery of four to seven frozen meals. And clients may pick up a daily hot or frozen meal at POH, or have it delivered to their homes. POH staff and volunteers deliver meals throughout the city every weekday and clients can expect to receive meals within a two hour window of time. Staff delivery drivers use vans that have been equipped with mobile ovens and freeze boxes to keep hot and frozen meals at safe temperatures.

Whenever possible POH delivery and client contact staff perform informal health-checks when meals are delivered to clients participating in the Medical Model Program. Health checks consist of simple inquiries of the clients and observation of the clients to assess the client's presentation, food consumption, food storage safety, and other indications of general health and service adherence during these visits. This information assists POH with program utilization and with the general well-being of the client.

The health check is an amended version of the evidence-based Mini Nutritional Assessment (MNA). It includes the following observations and questions:

1. When was the last time you met with a medical provider? (client attestation)
2. Are you taking your medication? (observation and client attestation).
3. Are you eating enough? (observation and client attestation).
4. Have you experienced weight loss or gain? (observation and client attestation).
5. How is your mobility (observation and client attestation)
6. Psych stress (observation)
7. Others in household (observation).
8. Status of household (observation)
9. BMI Ankle measure (measurement)

Grocery Center

The POH Grocery Center is unlike food pantries that address hunger, but not necessarily nutrition. Given that the dietary needs of people with HIV are different than others because of medications and disease progression, POH strives to offer a variety of fresh, high-quality food items including: proteins, dairy, fruits, vegetables, and grains. POH has a goal of providing a minimum of one-third of the weekly nutritional requirements for people with HIV.

Each week approximately 1,200 clients shop at the POH Grocery Center and may select the specific items they want. The retail value of a bag of groceries from POH is approximately \$80. A pre-packed bag of groceries with "no-cook" items that are ready-to-eat is offered to homeless clients and those who are marginally-housed without cooking facilities. POH also offers referrals to other services for clients when they visit the Grocery Center, including housing, case management, legal services, benefits counseling and psych/social.

The Registered Dietician is responsible for nutrition education activities and cooking demonstrations to help clients learn healthy eating habits. In addition to Nutritional Counseling the Dietitian helps clients to eat well, stay healthy, and control symptoms such as weight loss, diarrhea, nausea, poor appetite, and mouth/dental/swallowing problems through written nutrition tips on monthly menus, flyers, educational materials in the Grocery Center and recipes.

Periodic satisfaction surveys are conducted with clients to evaluate the appeal, taste and variety of the meals, satisfaction with the Grocery Center, and agency overall customer service. Ongoing feedback is gathered through a voicemail suggestion line, comment cards in the Grocery Center, bimonthly lunches with the CEO, and quarterly town hall meetings.

Volunteer Services

Volunteers contribute over 6,400 hours each year delivering meals on eight routes including both driving and walking delivery routes. Volunteers also staff the POH Tenderloin distribution site where clients who live nearby may choose to pick up meals instead of waiting for delivery. Three daily volunteer shifts in the kitchen translate into 27,000 hours of volunteer time contributed annually to assist with preparing and packaging meals. Volunteers contribute approximately 38,000 hours annually assisting clients, packaging groceries, and helping with inventory in the Grocery Center.

D. Discharge Planning and Exit Criteria and Process

From the beginning, POH clients are educated about nutrition options in their communities. Clients are provided education about food preparation, meal planning, shopping, storage and symptom management. Clients will work with caseworkers to anticipate supplemental food needs and identify sources. These services will be available but not required of the GTZ clients.

E. Program Staff

Nutrition Outreach Coordinator (bilingual) – this position develops and implements outreach strategies to underserved and un/under engaged GTZ target populations. This position has direct recruitment and engagement responsibilities at all remote opportunities for clients.

Caseworker – this position performs intakes, case management, meal and grocery program changes, treatment team coordination and referrals.

Registered Dietitians – in addition to evaluating all meal recipes for nutrition requirements and maintaining current knowledge regarding disease management and ART adherence, this position engages directly with the client and the client's treatment team to provide education about the integration of food and nutrition into daily care and the impact on adherence.

Van Drivers – this position engages directly with remote clients to provide safe delivery of food and nutrition and to, through simple observations and inquiries, assess apparent changes in client care, health and safety.

Wellness Manager – this position manages all aspects of the service development and delivery, processes grievances, reports program metrics and evaluates impact of interventions.

Additionally, the remaining POH workforce includes Development (fundraising), Communications (information dissemination), Programs (client services), Production (preparation of meals), Nutrition Services (diet planning, USDA standards, menu development) and Distribution (meal and service delivery).

Goal # 2: Expanded Capacity Combined(with Link, Track & F/U): to combat food insecurity and follow-up on referrals from GTZ funded programs

A. Outreach, Recruitment and Promotion

POH Wellness Manager, Caseworkers and Dietitians will continue the referral process with HHS Behavior Health and DPH Service Providers to bring under or unengaged food insecure individuals into the POH model of care. Wellness Manager and Caseworkers will also accept referrals from other GTZ programs.

B. Admission, Enrollment and/or Intake Criteria and Process

The ultimate goal is for each new client to leave with nutrition. First each new client is asked if they are engaged in care or have seen a medical provider recently. The client is enrolled to receive food for at least 6 months whether or not they are currently seeing a medical provider. If the client is willing to complete an intake for the Medical Model Program the Caseworker will enroll the client. The Caseworker will also offer to send the POH medical form directly to the medical provider. This process will not impede clients' access to food.

Throughout each 6 month period of enrolment, POH staff supports engagement in medical care, but it is not a required enrollment criteria. POH staff builds a relationship with the client to encourage trust and care. If a client falls out of care, POH supports reengagement while providing nutrition as the stabilizing service.

Every client receives a "Welcome Packet" that includes rights and responsibilities as well as the POH grievance policy. Clients work with caseworkers to identify immediate, stabilizing and longer-term nutrition strategies and supplemental nutrition options. The Caseworker gathers client demographics and confirms eligibility through ARIES verification at the POH location. Additionally, prospective clients may provide eligibility documentation on site. Where eligibility isn't immediately available, clients will receive one provisional service until eligibility is confirmed. Caseworkers facilitate connections to housing, legal services, mental health services, substance abuse services, and pharmacy services. SNAP and CalFresh eligibility is confirmed via SSDI status and via

Medi-Cal expansion eligible clients. If the client is not registered in ARIES but presents documentation, the caseworker creates a new client record in ARIES according to ARIES policies and procedures.

Throughout the first 6 months of service (initial period), the Caseworker conducts an assessment of the client's needs including medical treatment, food security, housing, symptoms, medication, labs and other contributing factors of activities of daily living. At end of the first 6 month period the client is able to renew for another 6 months of service with simple attestations to eligibility. The Caseworker continues to build engagement in the POH model whenever possible, but will not require client participation in the full model to receive food and nutrition services. At end of the 2nd period, clients will be required to meet all standard intake criteria for the POH medical model.

C. Service Delivery Model

Prepared Meals

Prepared Meals are designed to meet the needs of clients and provide a minimum of one-third of the daily nutritional requirements for people living with HIV. These medically tailored meals not only meet nutrition requirements of HIV+ clients but address most detrimental symptoms and common comorbid diagnoses associated with HIV, and aging with HIV, such as anal cancer, HCV, diabetes and heart disease.

The Registered Dietitian (funded elsewhere) works with the chefs to develop menus, evaluate food appropriateness, and monitor the nutritional content of the meals. In addition to the regular menu, clients can select from low-fat/no dairy, vegetarian, renal, mechanical soft, bland, and diabetic meals. Culturally appropriate meal requirements and client preferences are addressed whenever possible.

Although the kitchen prepares meals every day of the week, clients choose the number of meals to be received and how to receive them. Clients may pick up 4-7 packs of frozen meals or request a weekly delivery of four to seven frozen meals. And clients may pick up a daily hot or frozen meal at POH, or have it delivered to their homes.

POH staff and volunteers deliver meals throughout the city every weekday and clients can expect to receive meals within a two hour window of time. Staff delivery drivers use vans that have been equipped with mobile ovens and freeze boxes to keep hot and frozen meals at safe temperatures.

Whenever possible POH delivery and client contact staff perform informal health-checks when meals are delivered to clients participating in the Medical Model Program. Health checks consist of simple inquiries of the clients and observation of the clients to assess the client's presentation, food consumption, food storage safety, and other indications of general health and service adherence during these visits. This information assists POH with program utilization and with the general well-being of the client.

The health check is an amended version of the evidence-based Mini Nutritional Assessment (MNA). It includes the following observations and questions:

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From the beginning, POH clients are educated about nutrition options in their communities. Clients are provided education about food preparation, meal planning, shopping, storage and symptom management. Clients will work with caseworkers to anticipate supplemental food needs and identify sources. These services will be available to, but not required of the GTZ clients.

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

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The program abides by the standards of care for the services specified in this appendix as described in *Making the Connection: Standards of Care for Client-Centered Services*. POH operations follow governmental, professional and agency standards for food sanitation and safety, infection control and universal precautions. The Food Operations and Grocery Center Committees work together to evaluate the meals and groceries, develop menu cycles, and monitor the safety and sanitation of kitchen and food storage operations. The R.D. reviews nutrition goals periodically.

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Food storage, preparation, and service activities are monitored according to established Hazard Analysis and Critical Control Points (HACCP) procedures and the California Uniform Retail Food Facilities Law from the California Health and Safety Code, as administered by the San Francisco Department of Public Health and the Office on Aging. These include guidelines for proper temperature control, cleaning and sanitizing, food service worker hygiene, and safe worker habits. Eight staff members are ServSafe certified and the R.D. is credentialed by the Commission on Dietetic Registration.

POH follows written policies to train staff and volunteers regarding infection control, blood-borne pathogens, and universal precautions to prevent the spread of HIV and other disease. Procedures address:

- Communicable disease (i.e., all food handlers must be free of communicable disease to prevent transmission to clients with compromised immune systems.) TB clearances for all staff and food service volunteers are required annually.
- Protective clothing – head and hand coverings are required to prevent contamination of foods and utensils.
- Food handler hygiene standards, including hand washing, are enforced.
- First Aid procedures are in place for treating cuts, abrasions, falls, etc.
- Precautions are taken to prevent the spread of HIV through proper handling of blood, body substances, or infectious waste.
- Staff trainings are conducted addressing safe and sanitary habits in the kitchen to prevent food-borne illness and on-the-job injuries.

ARIES Database

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Client information relating to mental health, substance abuse, and legal issues are only available to a limited group of an agency's personnel. Authorized, ARIES-trained personnel are given certificate-dependent and password-protected access to only the information for which that person's level of permission allows. Each HHS-funded agency participates in the planning and implementation of their respective agency into ARIES.

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HIPAA Compliance

The DPH Privacy Policy is integrated into the POH governing policies and procedures regarding client privacy and confidentiality. Evidence that the policy and procedures abide by the rules outlined in the DPH Privacy Policy and have been adopted, approved and implemented. All staff that handles patient health information are trained (including new hires), and annually updated in the program's privacy/confidentiality policies and procedures. Staff signs documentation when the training occurs.

A written Privacy Notice that meets the requirements of the Federal Privacy Rule (HIPAA) is provided to all clients served in their threshold and other languages. If document is not available in the client's relevant language, a verbal translation is provided. Evidence exists in client file that client was given notice. A Summary of the Privacy Notice is posted and visible in registration and common areas of treatment facility. Presence and visibility of posting in said areas. (Examples in English, Cantonese, Vietnamese, Tagalog, Spanish, and Russian are provided.)

Each disclosure of client health information for purposes other than treatment, payment or operations is documented and placed in the client file. Authorization for disclosure of client health information is obtained prior to release (1) to providers outside the DPH Safety Net or (2) from a substance abuse program. An authorization form that meets the requirements of the Federal Privacy Rule (HIPAA) is signed and in the client file.

9. REQUIRED LANGUAGE

a) Third Party Reimbursement:	See Target Population Outreach Efforts , Page 1
b) Low Income:	See Target Population Outreach Efforts , Page 1
c) Client Eligibility:	See Target Population Outreach Efforts , Page 1
d) Client Retention:	N/A
e) Vouchers:	N/A
f) Performance Objectives:	See Objectives, Page 8
g) ARIES Database:	See Methodology, Page 9
h) Standards of Care:	See CQI, Page 9

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, B-1.1, B-1a, B-1.1a, B-1b, B-1.1b, B-1c, B-1d, B-1e, B-1f, B-1g, B-1h, B-1i	HIV/AIDS Food and Nutrition Services
Appendix B-2, B-2a, B-2b, B-2c, B-2d, B-2e, B-2f, B-2g, B-2h, B-2i, B-2j	HIV/AIDS Food and Nutrition Services – Getting to Zero
Appendix B-3, B-3a, B-3b, B-3c, B-3d, B-3e, B-3f, B-3g, B-3h, B-3i, B-3j	HIV/AIDS Food and Nutrition Services

B. Contractor understands that, of the maximum dollar obligation listed in section 3.3.1 of this Agreement, **\$525,580** is included as a contingency amount and is neither to be used in Program Budgets attached to this Appendix, or available to Contractor without a modification to this Agreement executed in the same manner as this Agreement or a revision to the Program Budgets of Appendix B, which has been approved by Contract Administrator. Contractor further understands that no payment of any portion of this contingency amount will be made unless and until such modification or budget revision has been fully approved and executed in accordance with applicable City and Department of Public Health laws, regulations and policies/procedures and certification as to the availability of funds by Controller. Contractor agrees to fully comply with these laws, regulations, and policies/procedures.

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

	<u>Term</u>	<u>Funding Source</u>	<u>Amount</u>
Original Agreement	04/01/17 – 03/31/18	SAM/State RWPB	\$1,278,279
Original Agreement	04/01/17 – 09/29/17	SAM/State RWPB Supplemental	\$72,000
Original Agreement	04/01/17 – 06/30/17	General Fund	\$61,500
Original Agreement	07/01/17 – 06/30/18	General Fund	\$341,500
Original Agreement	04/01/18 – 03/31/19	SAM/State RWPB	\$1,278,279
Original Agreement	04/01/19 – 03/31/20	SAM/State RWPB	\$1,278,279
Original Agreement	04/01/20 – 03/31/21	SAM/State RWPB	\$1,278,279

Internal Contract Revision #1	09/30/17 – 09/29/18	SAM/State RWPB Supplemental	\$70,000
Amendment #1	07/01/18 – 06/30/19	General Fund	\$341,500
Amendment #1	09/30/18 – 09/29/19	SAM/State RWPB	\$145,395
Amendment #1	07/01/19 – 06/30/20	General Fund	\$341,500
Amendment #1	07/01/20 – 06/30/21	General Fund	\$341,500
Revision to Program Budgets #2	09/30/18 – 09/29/19	SAM/State RWPB	\$0
Revision to Program Budgets #3	07/01/19 – 06/30/20	General Fund	\$10,245
Revision to Program Budgets #3	07/01/20 – 06/30/21	General Fund	\$19,039
Revision to Program Budgets #3	04/01/19 – 03/31/20	SAM/State RWPB	\$147,956
Revision to Program Budgets #3	04/01/20 – 03/31/21	SAM/State RWPB	\$28,036
Revision to Program Budgets #4	04/01/2019 – 03/31/2020	SAM/State RWPB	\$0
Revision to Program Budgets #4	07/01/2019 – 06/30/2020	General Fund	\$0
Revision to Program Budgets #4	04/01/2020 – 03/31/2021	SAM/State RWPB	\$0
Revision to Program Budgets #5	04/01/2020 – 03/31/2021	SAM/State RWPB	\$68,100
Revision to Program Budgets #6	04/01/2020 – 03/31/2021	RWPA	\$53,000
Revision to Program Budgets #6	07/01/2020 – 06/30/2021	General Fund	-\$8,794
Revision to Program Budgets #7	08/01/2020 – 02/28/2021	RWPA	\$102,000
Direct Payment Voucher	07/01/2020 – 06/30/2021	General Fund	\$10,552
Amendment #2	04/01/2020 – 03/31/2021	SAM/State RWPB	\$24,416
Amendment #2	04/01/2021 – 03/31/2022	SAM/State RWPB	\$1,306,315
Amendment #2	07/01/2021 – 06/30/2022	General Fund	\$351,745
Revision to Program Budgets #8	04/01/2021 – 03/31/2022	SAM/State RWPB	\$101,711
Revision to Program Budgets #8	07/01/2021 – 06/30/2022	General Fund	\$21,421
Revision to Program Budgets #9	04/01/2021 – 03/31/2022	SAM/State RWPB	\$0
Amendment #3	04/01/2022 – 03/31/2023	SAM/State RWPB	\$1,347,885
Amendment #3	07/01/2022 – 06/30/2023	General Fund	\$373,166
Amendment #3	04/01/2023 – 03/31/2024	SAM/State RWPB	\$1,347,885
Amendment #3	07/01/2023 – 06/30/2024	General Fund	\$373,166
Amendment #3	04/01/2024 – 03/31/2025	SAM/State RWPB	\$1,347,885
Amendment #3	07/01/2024 – 06/30/2025	General Fund	\$373,166
Amendment #3	04/01/2025 – 03/31/2026	SAM/State RWPB	\$1,347,885
Amendment #3	07/01/2025 – 06/30/2026	General Fund	\$373,166
Amendment #3	04/01/2026 – 03/31/2027	SAM/State RWPB	\$1,347,885
Amendment #3	07/01/2026 – 03/31/2027	General Fund	\$279,875
Revision to Program Budgets #10	03/01/2022 – 02/28/2023	RWPA	\$80,000
Revision to Program Budgets #11	07/01/2022 – 06/30/2023	General Fund	\$300,000
Revision to Program Budgets #12	07/01/2023 – 06/30/2024	General Fund	\$17,725
Revision to Program Budgets #12	07/01/2024 – 06/30/2025	General Fund	\$17,725
Revision to Program Budgets #12	07/01/2025 – 06/30/2026	General Fund	\$17,725
Revision to Program Budgets #12	07/01/2026 – 06/30/2027	General Fund	\$13,294
Revision to Program Budgets #12	03/01/2023 – 02/29/2024	RWPA	\$250,000

Revision to Program Budgets #13	07/01/2024 – 06/30/2025	General Fund	\$9,773
Revision to Program Budgets #13	03/01/2024 – 02/28/2025	RWPA	\$515,264
Revision to Program Budgets #13	03/01/2024 – 02/28/2025	RWPA MAI	\$205,469
Revision to Program Budgets #13	07/01/2026 – 03/31/2027	General Fund	(\$293,169)
Revision to Program Budgets #14	04/01/2024 – 03/31/2025	SAM/State RWPB	\$0
Amendment #4	03/01/2025 – 02/28/2026	RWPA	\$300,000
Amendment #4	03/01/2025 – 02/28/2026	RWPA MAI	\$200,000
Amendment #4	03/01/2026 – 02/28/2027	RWPA	\$300,000
Amendment #4	03/01/2026 – 02/28/2027	RWPA MAI	\$200,000
Amendment #4	07/01/2025 – 06/30/2026	General Fund	\$0
Amendment #4	07/01/2026 – 03/31/2027	General Fund	\$293,169
Total Award			\$20,002,692
Contingency (04/01/21 – 03/31/2027)			\$525,580
Not-to-Exceed Amount			\$20,528,272

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# 1000002671																	Appendix B	
DPH Section HIV Health Services							Prepared by: Darin Raffaelli, draffaelli@openhand.org, 415-447-2481										04/01/17 - 3/31/27	
Check one: <input type="checkbox"/> Original <input checked="" type="checkbox"/> Contract Amendment <input type="checkbox"/> Revision to Program Budgets																	FY 2016-27	
Org/Contractor Name PROJECT OPEN HAND																	Current Fund Notice: n/a	
Program/Provider Name	HIV/AIDS Food & Nutrition Svcs	HIV/AIDS Food & Nutrition Svcs(GTZ)	HIV/AIDS Food & Nutrition Svcs		HIV/AIDS Food & Nutrition Svcs(GTZ)	HIV/AIDS Food & Nutrition Svcs	HIV/AIDS Food & Nutrition Svcs(GTZ)	HIV/AIDS Food & Nutrition Svcs	HIV/AIDS Food & Nutrition Svcs(GTZ)	HIV/AIDS Food & Nutrition Svcs	HIV/AIDS Food & Nutrition Svcs(GTZ)	HIV/AIDS Food & Nutrition Svcs				HIV/AIDS Food & Nutrition Svcs(GTZ)	SUB- TOTALS for this page	
Appendix Number	B-1.1	B-2	B-1	B-1.1a	B-2a	B-1.1b	B-2b	B-1a	B-2c	B-1b	B-2d	B-1c	B-3	B-3a	B-1d	B-2e		
Appendix Term	4/01/17-9/29/17	4/01/17-6/30/17	4/01/17-3/31/18	9/30/17-9/29/18	7/01/17-6/30/18	9/30/18-9/29/19	7/01/18-6/30/19	4/01/18-3/31/19	7/01/19-6/30/20	4/01/19-3/31/20	7/01/20-6/30/21	4/01/20-3/31/21	4/01/20-3/31/21	8/01/20-2/28/21	4/01/21-3/31/22	7/1/21-6/30/22		
EXPENSES																		
Salaries	\$ 21,562	\$ 45,505	\$ 672,375	\$ 21,562	\$ 164,475	\$ 68,852	\$ 164,475	\$ 679,132	\$ 164,475	\$ 725,717	\$ 152,849	\$ 699,102	\$ 25,604	\$ 48,525	\$ 663,768	\$ 162,453	\$ 4,480,431	
Employee Benefits	\$ 7,579	\$ 15,995	\$ 236,340	\$ 7,579	\$ 57,813	\$ 24,201	\$ 57,813	\$ 238,715	\$ 57,813	\$ 255,090	\$ 53,726	\$ 245,734	\$ 9,000	\$ 17,057	\$ 252,896	\$ 61,894	\$ 1,599,245	
Total Personnel	\$ 29,141	\$ 61,500	\$ 908,715	\$ 29,141	\$ 222,288	\$ 93,053	\$ 222,288	\$ 917,847	\$ 222,288	\$ 980,807	\$ 206,575	\$ 944,836	\$ 34,604	\$ 65,582	\$ 916,664	\$ 224,347	\$ 6,079,676	
Operating Expense	\$ 42,859	\$ -	\$ 369,564	\$ 40,859	\$ 119,212	\$ 45,603	\$ 119,212	\$ 360,432	\$ 119,212	\$ 378,246	\$ 117,030	\$ 363,456	\$ 14,020	\$ 27,996	\$ 465,694	\$ 117,112	\$ 2,700,507	
Subtotal Direct Costs	\$ 72,000	\$ 61,500	\$ 1,278,279	\$ 70,000	\$ 341,500	\$ 138,656	\$ 341,500	\$ 1,278,279	\$ 341,500	\$ 1,359,053	\$ 323,605	\$ 1,308,292	\$ 48,624	\$ 93,578	\$ 1,382,358	\$ 341,459	\$ 8,780,183	
Indirect Cost Amount	\$ -	\$ -	\$ -		\$ -	\$ 6,739	\$ -	\$ -	\$ 10,245	\$ 67,182	\$ 28,140	\$ 90,539	\$ 4,376	\$ 8,422	\$ 25,668	\$ 31,707	\$ 273,018	
Indirect Cost Rate (%)	0%	0%	0%	0%	0%	4.9%	0%	0%	3%	4.9%	8.696%	6.9%	9.0%	9.0%	1.9%	9.3%		
Total Expenses	\$ 72,000	\$ 61,500	\$ 1,278,279	\$ 70,000	\$ 341,500	\$ 145,395	\$ 341,500	\$ 1,278,279	\$ 351,745	\$ 1,426,235	\$ 351,745	\$ 1,398,831	\$ 53,000	\$ 102,000	\$ 1,408,026	\$ 373,166	\$ 9,053,201	
REVENUES & FUNDING SOURCES																		
DPH Funding Sources																		
RWPB CFDA 93.917			\$ 1,278,279					\$ 1,278,279		\$ 1,426,235		\$ 1,398,831			\$ 1,408,026		\$ 6,789,650	
GTZ - General Fund		\$ 61,500			\$ 341,500		\$ 341,500		\$ 351,745		\$ 351,745					\$ 373,166	\$ 1,821,156	
RWPB X08 CFDA 93.917	\$ 72,000			\$ 70,000		\$ 145,395											\$ 287,395	
RWPA COVID 93.914													\$ 53,000				\$ 53,000	
RWPA CarryForw 93.914														\$ 102,000			\$ 102,000	
Direct Voucher											\$ 10,552						\$ 10,552	
Total DPH Revenues	\$ 72,000	\$ 61,500	\$ 1,278,279	\$ 70,000	\$ 341,500	\$ 145,395	\$ 341,500	\$ 1,278,279	\$ 351,745	\$ 1,426,235	\$ 362,297	\$ 1,398,831	\$ 53,000	\$ 102,000	\$ 1,408,026	\$ 373,166	\$ 9,063,753	
Total (DPH/Non-DPH)	\$ 72,000	\$ 61,500	\$ 1,278,279	\$ 70,000	\$ 341,500	\$ 145,395	\$ 341,500	\$ 1,278,279	\$ 351,745	\$ 1,426,235	\$ 362,297	\$ 1,398,831	\$ 53,000	\$ 102,000	\$ 1,408,026	\$ 373,166	\$ 9,063,753	
Payment Method	CR	CR	CR	CR	CR	CR	CR	CR	CR	CR	CR	CR	CR	CR	CR	CR		

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

CID# 1000002671																				Appendix B		
DPH Section HIV Health Services										Prepared by: Darin Raffaelli, draffaelli@openhand.org, 415-447-2481										04/01/22 - 03/31/27		
Check one: <input type="checkbox"/> Original <input checked="" type="checkbox"/> Contract Amendment <input type="checkbox"/> Revision to Program Budgets																				FY 2022-27		
Org/Contractor Name PROJECT OPEN HAND																						
Program/Provider Name	HIV/AIDS Food & Nutrition Svcs	HIV/AIDS Food & Nutrition Svcs(GTZ)	HIV/AIDS Food & Nutrition Svcs	HIV/AIDS Food & Nutrition Svcs(GTZ)	Food & Nutrition Svcs	Food & Nutrition Svcs(GTZ)	Food & Nutrition Svcs	Food & Nutrition Svcs(GTZ)	Food & Nutrition Svcs	Food & Nutrition Svcs(GTZ)	HIV/AIDS Food & Nutrition Svcs	HIV/AIDS Food & Nutrition Svcs	HIV/AIDS Food & Nutrition Svcs	Food & Nutrition Svcs (RWPA CO)	Food & Nutrition Svcs (RWPA MAI CO)	Food & Nutrition Svcs (RWPA CO)	Food & Nutrition Svcs (RWPA MAI CO)	Food & Nutrition Svcs (RWPA CO)	Food & Nutrition Svcs (RWPA MAI CO)	SUB- TOTALS for this page		TOTALS
Appendix Number	B-1e	B-2f	B-1f	B-2g	B-1g	B-2h	B-1h	B-2i	B-1i	B-2j	B-3b	B-3c	B-3d	B-3e	B-3f	B-3g	B-3h	B-3i	B-3j			
Appendix Term	4/1/22-3/31/23	7/1/22-6/30/23	4/1/23-3/31/24	7/1/23-6/30/24	4/1/24-3/31/25	7/1/24-6/30/25	4/1/25-3/31/26	7/1/25-6/30/26	4/1/26-3/31/27	7/1/26-6/30/27	3/1/22-2/28/23	7/01/22-6/30/23	3/1/23-2/29/24	3/1/24-2/28/25	3/1/24-2/28/25	3/1/25-2/28/26	3/1/25-2/28/26	3/1/26-2/28/27	3/1/26-2/28/27			
EXPENSES																						
Salaries	\$ 622,975	\$ 162,453	\$ 622,975	\$ 173,573	\$ 618,357	\$ 179,549	\$ 622,975	\$ 173,573	\$ 622,975	\$ 130,177	\$ 30,936	\$ 114,476	\$ 76,164	\$ 192,316	\$ 85,184	\$ 123,735	\$ 83,478	\$ 123,735	\$ 83,478	\$ 4,843,084	\$	\$ 9,323,515
Employee Benefits	\$ 237,353	\$ 61,894	\$ 237,353	\$ 66,131	\$ 235,594	\$ 68,408	\$ 237,353	\$ 66,130	\$ 237,353	\$ 49,596	\$ 11,787	\$ 43,615	\$ 29,018	\$ 73,272	\$ 32,455	\$ 47,143	\$ 31,805	\$ 47,143	\$ 31,805	\$ 1,845,208	\$	\$ 3,444,453
Total Personnel	\$ 860,328	\$ 224,347	\$ 860,328	\$ 239,704	\$ 853,951	\$ 247,957	\$ 860,328	\$ 239,703	\$ 860,328	\$ 179,773	\$ 42,723	\$ 158,091	\$ 105,182	\$ 265,588	\$ 117,639	\$ 170,878	\$ 115,283	\$ 170,878	\$ 115,283	\$ 6,688,292	\$	\$ 12,767,968
Operating Expense	\$ 370,888	\$ 117,112	\$ 370,888	\$ 119,482	\$ 377,265	\$ 121,001	\$ 370,888	\$ 119,482	\$ 370,888	\$ 89,614	\$ 32,099	\$ 104,293	\$ 125,232	\$ 209,308	\$ 71,756	\$ 105,619	\$ 69,072	\$ 105,619	\$ 69,072	\$ 3,319,578	\$	\$ 6,020,085
Capital Expense (\$5,000 and over)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 14,114	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 14,114	\$	\$ 14,114
Subtotal Direct Costs	\$ 1,231,216	\$ 341,459	\$ 1,231,216	\$ 359,186	\$ 1,231,216	\$ 368,958	\$ 1,231,216	\$ 359,185	\$ 1,231,216	\$ 269,387	\$ 74,822	\$ 276,498	\$ 230,414	\$ 474,896	\$ 189,395	\$ 276,497	\$ 184,355	\$ 276,497	\$ 184,355	\$ 10,021,984	\$ -	\$ 18,802,167
Indirect Cost Amount	\$ 116,669	\$ 31,707	\$ 116,669	\$ 31,705	\$ 116,669	\$ 31,706	\$ 116,669	\$ 31,706	\$ 116,669	\$ 23,782	\$ 5,178	\$ 23,502	\$ 19,586	\$ 40,368	\$ 16,074	\$ 23,503	\$ 15,645	\$ 23,503	\$ 15,645	\$ 916,955	\$	\$ 1,189,973
Indirect Cost Rate (%)	9.48%	9.29%	9.48%	8.83%	9.48%	8.59%	9.48%	8.83%	9.48%	8.83%	6.92%	8.50%	8.50%	8.50%	8.49%	8.50%	8.49%	8.50%	8.49%			
Total Expenses	\$ 1,347,885	\$ 373,166	\$ 1,347,885	\$ 390,891	\$ 1,347,885	\$ 400,664	\$ 1,347,885	\$ 390,891	\$ 1,347,885	\$ 293,169	\$ 80,000	\$ 300,000	\$ 250,000	\$ 515,264	\$ 205,469	\$ 300,000	\$ 200,000	\$ 300,000	\$ 200,000	\$ 10,938,939	\$ -	\$ 19,992,140
REVENUES & FUNDING SOURCES																						
DPH Funding Sources																						
RWPB CFDA 93.917	\$ 1,347,885		\$ 1,347,885		\$ 1,347,885		\$ 1,347,885		\$ 1,347,885											\$ 6,739,425		\$ 13,529,075
GTZ - General Fund		\$ 373,166		\$ 390,891		\$ 400,664		\$ 390,891		\$ 293,169		\$ 300,000								\$ 2,148,781		\$ 3,969,937
RWPB X08 CFDA 93.917																				\$ -		\$ 287,395
RWPA COVID 93.914																				\$ -		\$ 53,000
RWPA CarryFoww 93.914											\$ 80,000		\$ 250,000	\$ 515,264	\$ 205,469	\$ 300,000	\$ 200,000	\$ 300,000	\$ 200,000	\$ 2,050,733		\$ 2,152,733
Direct Voucher																				\$ -		\$ 10,552
Total DPH Revenues	\$ 1,347,885	\$ 373,166	\$ 1,347,885	\$ 390,891	\$ 1,347,885	\$ 400,664	\$ 1,347,885	\$ 390,891	\$ 1,347,885	\$ 293,169	\$ 80,000	\$ 300,000	\$ 250,000	\$ 515,264	\$ 205,469	\$ 300,000	\$ 200,000	\$ 300,000	\$ 200,000	\$ 10,938,939	\$ -	\$ 20,002,692
Total (DPH/Non-DPH)	\$ 1,347,885	\$ 373,166	\$ 1,347,885	\$ 390,891	\$ 1,347,885	\$ 400,664	\$ 1,347,885	\$ 390,891	\$ 1,347,885	\$ 293,169	\$ 80,000	\$ 300,000	\$ 250,000	\$ 515,264	\$ 205,469	\$ 300,000	\$ 200,000	\$ 300,000	\$ 200,000	\$ 10,938,939	\$ -	\$ 20,002,692
Payment Method	CR	CR	CR	CR	CR	CR	CR	CR	CR	CR	CR	CR	CR	CR	CR	CR	CR	CR	CR			

Contractor / Provider	Project Open Hand																													
Total Term	2017 - 2027																													
Address / Phone	730 Polk Street, San Francisco, CA 94102																													
Contact Person	Paul Hepfer, CEO, 415-447-2321, phepfer@openhand.org; Paula Dajao, pdajao@openhand.org																													
System of Care / RFP #	HIV Health Services / 09-2017																													
Formula (CLNTS x M/B/W x M/W x LOE)	2017-2018						2018-2019						2019-2020						2020-2021						2021-2022					
Program	HIV / AIDS Food and Nutrition Services						HIV / AIDS Food and Nutrition Services						HIV / AIDS Food and Nutrition Services						HIV / AIDS Food and Nutrition Services						HIV / AIDS Food and Nutrition Services					
Funding Source	RWPB						RWPB						RWPB						RWPB						RWPB					
Appendices	A-1 / B-1						A-1 / B-1a						A-1 / B-1b						A-1 / B-1c						A-1 / B-1d					
Amount	\$1,278,279						\$1,278,279						\$1,426,235						\$1,398,831						\$1,408,026					
Term	4/1/2017 - 3/31/2018						4/1/2018 - 3/31/2019						4/1/2019 - 3/31/2020						4/1/2020 - 3/31/2021						4/1/2021 - 3/31/2022					
Services	CLNTS	M/B/W	M/W	LOE	UOS	UDC	FTE	M/B/W	M/W	LOE	UOS	UDC	FTE	M/B/W	M/W	LOE	UOS	UDC	FTE/GRP	M/B/W	M/W	LOE	UOS	UDC	FTE/GRP	M/B/W	M/W	LOE	UOS	UDC
Food: Prepared Meals	800	9	12		85822	800	800	9	12		83285	800	800	7	12		68039	800	800	7	12		66750	800	800	7	12		66149	800
Food: Grocery Bags	800	1.0	12		9607	800	800	1.0	12		9323	800	800	1.6	12		15589	800	800	1.3	12		12680	800	800	1.3	12		12930	800
Nutritional Counseling Hours	0.20	48	40	65.00%	250	175	0.20	48	40	65.00%	250	175	0.20	48	40	65.00%	247	175	0.20	48	40	65.00%	247	175	0.20	48	40	98.90%	380	175
Coord/Deliver Food (COVID) Visits																			50	1	14		700	50						
TOTAL					95679	800					92858	800					83875	800					80377	800					79459	800
Formula (CLNTS x M/B/W x M/W x LOE)	2022-2023						2023-2024						2024-2025						2025-2026						2026-2027					
Program	HIV / AIDS Food and Nutrition Services						HIV / AIDS Food and Nutrition Services						Food & Nutrition Services						Food & Nutrition Services						Food & Nutrition Services					
Funding Source	RWPB						RWPB						RWPB						RWPB						RWPB					
Appendices	A-1 / B-1e						A-1 / B-1f						A-1 / B-1g						A-1 / B-1h						A-1 / B-1i					
Amount	\$1,347,885						\$1,347,885						\$1,347,885						\$1,347,885						\$1,347,885					
Term	4/1/2022 - 3/31/2023						4/1/2023 - 3/31/2024						4/1/2024 - 3/31/2025						4/1/2025 - 3/31/2026						4/1/2026 - 3/31/2027					
Services	CLNTS	M/B/W	M/W	LOE	UOS	UDC	CLNTS	M/B/W	M/W	LOE	UOS	UDC	CLNTS	M/B/W	M/W	LOE	UOS	UDC	CLNTS	M/B/W	M/W	LOE	UOS	UDC	CLNTS	M/B/W	M/W	LOE	UOS	UDC
Food: Prepared Meals	775	7	12		64077	775	775	7	12		64077	800	775	7	12		64077	775	775	7	12		64077	775	775	7	12		64077	775
Food: Grocery Bags	775	1.4	12		12555	775	775	1.4	12		12555	800	775	1.4	12		13313	775	775	1.4	12		12555	775	775	1.4	12		12555	775
Nutritional Counseling Hours	0.20	48	40	85.90%	330	175	0.20	48	40	85.90%	330	175	0.12	48	40	65.00%	147	147	0.20	48	40	86.00%	330	175	0.20	48	40	86.00%	330	175
TOTAL					76962	775					76962	775					77537	775					76962	775					76962	775
Formula (1 UOS= 1 Prepared Meal or 1 Grocery Bag)	2017						2017-2018						2018-2019						2019-2020						2020-2021					
Program	HIV / AIDS Food and Nutrition Services (GTZ)						HIV / AIDS Food and Nutrition Services (GTZ)						HIV / AIDS Food and Nutrition Services (GTZ)						HIV / AIDS Food and Nutrition Services (GTZ)						HIV / AIDS Food and Nutrition Services (GTZ)					
Funding Source	GF						GF						GF						GF						GF					
Appendices	A-2 / B-2						A-2 / B-2a						A-2 / B-2b						A-2 / B-2c						A-2 / B-2d					
Amount	\$61,500						\$341,500						\$341,500						\$351,745						\$351,745					
Term	4/1/2017 - 6/30/2017 (3 months)						7/1/2017 - 6/30/2018						7/1/2018 - 6/30/2019						7/1/2019 - 6/30/2020						7/1/2020 - 6/30/2021					
Services	CLNTS	M/B/W	M/W	LOE	UOS	UDC	FTE	M/B/W	M/W	LOE	UOS	UDC	FTE	M/B/W	M/W	LOE	UOS	UDC	FTE/GRP	M/B/W	M/W	LOE	UOS	UDC	FTE/GRP	M/B/W	M/W	LOE	UOS	UDC
Food Access for Underserved Clients - Delivered Meals					1388	10					7706	40					7706	40					6585	40					5645	40
Food Access for Underserved Clients - Grocery Bags					155	10					863	40					863	40					1291	40					694	40
Expand Capacity - Delivered Meals					1051	10					5838	30					5838	30					15455	80					5838	30
Expand Capacity - Grocery Bags					118	10					653	30					653	30					1771	80					653	30
Link, Track, and Follow up Client Referrals - Delivered Meals					1766	10					9806	50					9806	50											11299	50
Link, Track, and Follow up Client Referrals - Grocery Bags					198	10					1098	50					1098	50											1204	50
TOTAL					4676	30					25964	120					25964	120					25102	120					25333	120

Formula (1 UOS= 1 Prepared Meal or 1 Grocery Bag)	2021-2022						2022-2023						2023-2024						2024-2025						2025-2026					
Program	HIV / AIDS Food and Nutrition Services (GTZ)						HIV / AIDS Food and Nutrition Services (GTZ)						HIV / AIDS Food and Nutrition Services (GTZ)						Food & Nutrition Services (GTZ)						Food & Nutrition Services (GTZ)					
Funding Source	GF						GF						GF						GF						GF					
Appendices	A-2 / B-2e						A-2 / B-2f						A-2 / B-2g						A-2 / B-2h						A-2 / B-2i					
Amount	\$373,166						\$373,166						\$390,891						\$400,664						\$390,891					
Term	7/1/2021 - 6/30/2022						7/1/2022 - 6/30/2023						7/1/2023 - 6/30/2024						7/1/2024 - 6/30/2025						7/1/2025 - 6/30/2026					
Services	CLNTS	M/B/W	M/W	LOE	UOS	UDC	FTE	M/B/W	M/W	LOE	UOS	UDC	FTE	M/B/W	M/W	LOE	UOS	UDC	FTE/GRP	M/B/W	M/W	LOE	UOS	UDC	FTE/GRP	M/B/W	M/W	LOE	UOS	UDC
Food Access for Underserved Clients - Delivered Meals					4895	40					4895	40					4895	40					4895	40					4895	40
Food Access for Underserved Clients - Grocery Bags					707	40					707	40					707	40					707	40					707	40
Expand Capacity / Link, Track, and Follow up Client Referrals - Delivered Meals					14291	80					14291	80					14291	80					14291	80					14291	80
Expand Capacity / Link, Track, and Follow up Client Referrals - Grocery Bags					2287	80					2287	80					2287	80					2287	80					2287	80
TOTAL					22180	120					22180	120					22180	120					22180	120					22180	120
Formula (1 UOS= 1 Prepared Meal or 1 Grocery Bag)	2026-2027																													
Program	Food & Nutrition Services (GTZ)																													
Funding Source	GF																													
Appendices	A-2 / B-2j																													
Amount	\$293,169																													
Term	7/1/2026 - 3/31/2027 (9 months)																													
Services	CLNTS	M/B/W	M/W	LOE	UOS	UDC																								
Food Access for Underserved Clients - Delivered Meals					3671	40																								
Food Access for Underserved Clients - Grocery Bags					530	40																								
Expand Capacity / Link, Track, and Follow up Client Referrals - Delivered Meals					10718	80																								
Expand Capacity / Link, Track, and Follow up Client Referrals - Grocery Bags					1715	80																								
TOTAL					16634	120																								
Formula (CLNTS x M/B/W x M/W x LOE)	2017						2017-2018						2018-2019																	
Program	HIV / AIDS Food and Nutrition Services						HIV / AIDS Food and Nutrition Services						HIV / AIDS Food and Nutrition Services																	
Funding Source	RWPB / X08						RWPB / X08						RWPB / X08																	
Appendices	A-1 / B-1.1						A-1 / B-1.1a						A-1 / B-1.1b																	
Amount	\$72,000						\$70,000						\$145,395																	
Term	4/1/2017 - 9/29/2017						9/30/2017 - 9/29/2018						9/30/2018 - 9/29/2019																	
Services	CLNTS	M/B/W	M/W	LOE	UOS	UDC	CLNTS	M/B/W	M/W	LOE	UOS	UDC	CLNTS	M/B/W	M/W	LOE	UOS	UDC												
Prepared Meals	40	21	6		4923	40	18	22	12		4647	18	55	7	12		4900	55												
Grocery Bags	40	2.3	6		551	40	20	2.4	12		565	20	65	1.3	12		1000	65												
TOTAL					5474	40					5212	20					5900	75												

Formula (CLNTS x M/B/W x M/W x LOE)	2020-2021						2020-2021						2022-2023						2022-2023						2023-2024					
Program	HIV / AIDS Food and Nutrition Services						HIV / AIDS Food and Nutrition Services						HIV / AIDS Food and Nutrition Services						HIV / AIDS Food and Nutrition Services						HIV / AIDS Food and Nutrition Services					
Funding Source	RWPA COVID						RWPA Carry Forward						RWPA Carry Forward						GF One-Time						RWPA Carry Forward					
Appendices	A-3 / B-3						A-3 / B-3a						A-3 / B-3b						A-3 / B-3c						A-3 / B-3d					
Amount	\$53,000						\$102,000						\$80,000						\$300,000						\$250,000					
Term	4/1/2020 - 3/31/2021						8/1/2020 - 2/28/2021						3/1/2022 - 2/28/2023						7/1/2022 - 6/30/2023						3/1/2023 - 2/29/2024					
Services	CLNTS	M/B/W	M/W	LOE	UOS	UDC	CLNTS	M/B/W	M/W	LOE	UOS	UDC	CLNTS	M/B/W	M/W	LOE	UOS	UDC	CLNTS	M/B/W	M/W	LOE	UOS	UDC	CLNTS	M/B/W	M/W	LOE	UOS	UDC
Prepared Meals	40	5.4	15		3219	40	60	11	7		4660	60	40	3	12		1602	40	60	8	12		5500	60	230	5	12		12685	230
Grocery Bags	40	0.5	15		294	40	60	3.1	7		1300	60	40	2.7	12		1286	40	60	1.4	12		1000	60	230	1.7	12		4708	230
Nutritional Counseling Hours													0.20	48	40	9.12%	35	20	0.20	48	40	6.51%	25	15						
TOTAL					3513	40					5960	60					2923	40					6525	60					17393	230
Formula (CLNTS x M/B/W x M/W x LOE)	2024-2025						2024-2025						2025-2026						2025-2026						2026-2027					
Program	Food & Nutrition Services						Food & Nutrition Services						Food & Nutrition Services						Food & Nutrition Services						Food & Nutrition Services					
Funding Source	RWPA Carry Forward						RWPA Carry Forward						RWPA Carry Forward						RWPA Carry Forward						RWPA Carry Forward					
Appendices	A-3 / B-3e						A-3 / B-3f						A-3 / B-3g						A-3 / B-3h						A-3 / B-3i					
Amount	\$515,264						\$205,469						\$300,000						\$200,000						\$300,000					
Term	3/1/2024 - 2/28/2025						3/1/2024 - 2/28/2025						3/1/2025 - 2/28/2026						3/1/2025 - 2/28/2026						3/1/2026 - 2/28/2027					
Services	CLNTS	M/B/W	M/W	LOE	UOS	UDC	CLTS	M/B/W	M/W	LOE	UOS	UDC	CLTS	M/B/W	M/W	LOE	UOS	UDC	CLTS	M/B/W	M/W	LOE	UOS	UDC	CLTS	M/B/W	M/W	LOE	UOS	UDC
Prepared Meals	230	9	12		23615	230	230	3	12		9418	230	182	6	12		13743	182	169	5	12		9162	169	182	6	12		13743	182
Grocery Bags	230	2.1	12		5735	230	230	0.8	12		2287	230	235	1.2	12		3283	235	216	0.8	12		2189	216	235	1.2	12		3283	235
TOTAL					29350	230					11705	230					17026	235					11351	215					17026	
Formula (CLNTS x M/B/W x M/W x LOE)	2026-2027																													
Program	Food & Nutrition Services																													
Funding Source	RWPA Carry Forward																													
Appendices	A-3 / B-3j																													
Amount	\$200,000																													
Term	3/1/2026 - 2/28/2027																													
Services	CLTS	M/B/W	M/W	LOE	UOS	UDC																								
Prepared Meals	169	5	12		9162	169																								
Grocery Bags	216	0.8	12		2189	216																								
TOTAL					11351	215																								

Outreach Efforts A-1 and A-3	<p>Project Open Hand will serve everyone who qualifies regardless of their race, ethnicity, or national origin, to ensure vulnerable populations have knowledge of and access to these services, ensuring that there are outreach efforts to reach a variety of communities, including but not limited to low-income San Francisco residents, of all ethnicities and populations, with symptomatic or disabling HIV disease whose eligibility is certified by their primary care provider. Project Open Hand (POH) serves residents of every neighborhood in San Francisco, however most of the HIV+ clients served live in the Tenderloin, South of Market, and other low-income areas of the city.</p> <p>POH assures that HHS funds are used only to fund services not reimbursed by any other funding source. Client enrollment priority is reserved for San Francisco residents who have low-incomes and are uninsured. Secondary enrollment is reserved for San Francisco residents who have low-incomes and are underinsured. Low-income status is defined as 600%, previously 500% of Federal Poverty Level as defined by the US Department of Health and Human Services.</p> <p>A client's HIV diagnosis must be confirmed at intake. Client eligibility determination for residency, low-incomes, and insurance status must be confirmed at intake and at 12-month intervals thereafter. Six-month, interim eligibility confirmation may be by a client's self-attestation, but must be documented in the client's file or in ARIES.</p>
Outreach Efforts A-2	<p>Project Open Hand will serve all ethnicities and populations within San Francisco, with focused expertise to meet the unique needs of everyone who qualifies regardless of their race, ethnicity, or national origin, to ensure vulnerable populations have knowledge of and access to these services, ensuring that there are outreach efforts to reach a variety of communities, including but not limited to HIV+ unengaged and/or under engaged residents, most in need of food; and to clients of the newly funded GTZ programs referenced above. Any other HIV+ clients living with food insecurity who are not already being served with other POH funding may be served as well as clients eligible for any other food and nutrition programs, but who are still unable to meet dietary requirements for adherence and engagement.</p> <p>The program assures that all HHS funds are only used to pay for services that are not reimbursed by any other funding source. Client enrollment priority is reserved for San Francisco residents who have low-income and are uninsured. Secondary enrollment is reserved for San Francisco residents who have low-income and are underinsured. Low Income status is defined as 600%, previously 500% of the Federal Poverty Level (FPL) as defined by the US Department of Health and Human Services.</p> <p>Client HIV diagnosis is confirmed at intake. Client eligibility determination for residency, low-income, and insurance status is confirmed at intake and at 12-month intervals thereafter and must be documented in the client file or in ARIES.</p>
Description of Services	Nutritional health through prepared meals, groceries, nutrition assessments and other food and nutrition counseling.

Project Open Hand
Food and Nutrition Services

Appendix B-2i, Page 1
07/01/2025 - 06/30/2026
General Fund GTZ

UOS COST ALLOCATION BY SERVICE MODE

		SERVICE MODES - Goal # 1: Food Access for Underserved Clients					
Personnel Expenses		Delivered Meals		Grocery Bags			
Position Titles	FTE	Salaries	% FTE	Salaries	% FTE		B-2i, p 1 Total
Outreach Coordinator	0.10019	4,582	77%	1,383	23%		5,965
Manager, Wellness Program	0.05034	2,973	77%	897	23%		3,870
Wellness Prog Coord (Caseworker)	0.10201	4,549	77%	1,373	23%		5,922
Cook II	0.05264	1,559	77%	471	23%		2,030
Porter	0.04375	1,189	77%	359	23%		1,548
Grocery Center Supervisor	0.07508	3,059	77%	923	23%		3,982
Grocery Center Operations Coord. II	0.10771	3,331	77%	1,006	23%		4,337
Registered Dietician	0.05510	2,978	77%	900	23%		3,878
Volunteer Coordinator	0.05421	1,880	77%	568	23%		2,448
Director, Operations	0.04405	3,045	77%	919	23%		3,964
Kitchen Operations Coordinator II	0.10019	3,030	77%	915	23%		3,945
Director, Wellness Programs	0.07500	1,219	77%	368	23%		1,587
Total FTE & Total Salaries	0.86027	33,394	77%	10,082	23%		43,476
Fringe Benefits	38.10%	12,723	77%	3,841	23%		16,564
Total Personnel Expenses		46,117	77%	13,923	23%		60,040
Operating Expenses		Expense	%	Expense	%		B-2i, p 1 Total
Total Occupancy							-
Total Materials and Supplies		15,735	77%	4,750	23%		20,485
Total General Operating		7,253	77%	2,189	23%		9,442
Total Staff Travel							-
Consultants/Subcontractor:							-
Other (specify):							-
							-
Total Operating Expenses		22,988	77%	6,939	23%		29,927
Total Direct Expenses		69,105	77%	20,862	23%		89,967
Indirect Expenses	8.83%	6,101	77%	1,842	23%		7,943
TOTAL EXPENSES		75,206	77%	22,704	23%		97,910
UOS per Service Mode		4,895		707			5,602
Cost / UOS by Service Mode		\$15.37		\$32.12			N/A
UDC per Service Mode		40		40			40

Project Open Hand
Food and Nutrition Services

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07/01/2025 - 06/30/2026
General Fund GTZ

UOS COST ALLOCATION BY SERVICE MODE

		SERVICE MODES - Goal #2 Expanded Capacity and Goal #3 Link, Track, & Follow-up Client Referrals Combined					Grand Total	
Personnel Expenses		Delivered Meals		Grocery Bags		B-2i, p 2 Totals	Total FTE	GTZ Totals
Position Titles	FTE	Salaries	% FTE	Salaries	% FTE			
Outreach Coordinator	0.29981	13,378	75%	4,473	25%	17,851	0.40000	23,816
Manager, Wellness Program	0.15064	8,678	75%	2,902	25%	11,580	0.20097	15,450
Wellness Prog Coord (Caseworker)	0.30525	13,280	75%	4,440	25%	17,720	0.40726	23,642
Cook II	0.15751	4,552	75%	1,522	25%	6,074	0.21014	8,104
Porter	0.13092	3,471	75%	1,161	25%	4,632	0.17467	6,180
Grocery Center Supervisor	0.22467	8,931	75%	2,986	25%	11,917	0.29975	15,899
Grocery Center Operations Coord. II	0.32229	9,726	75%	3,252	25%	12,978	0.43000	17,315
Registered Dietician	0.16490	8,695	75%	2,908	25%	11,603	0.22000	15,481
Volunteer Coordinator	0.16223	5,490	75%	1,836	25%	7,326	0.21644	9,774
Director, Operations	0.13181	8,890	75%	2,973	25%	11,863	0.17585	15,827
Kitchen Operations Coordinator II	0.29981	8,847	75%	2,958	25%	11,805	0.40000	15,750
Director, Wellness Programs	0.07500	3,558	75%	1,190	25%	4,748	0.15000	6,335
Total FTE & Total Salaries	2.42483	97,496	56%	32,601	19%	130,097	3.28509	173,573
Fringe Benefits	38.10%	37,145	75%	12,421	25%	49,566		66,130
Total Personnel Expenses		134,641	75%	45,022	25%	179,663		239,703
Operating Expenses		Expense	%	Expense	%	B-2i, p 2 Totals		GTZ Totals
Total Occupancy								-
Total Materials and Supplies		45,938	75%	15,361	25%	61,299		81,784
Total General Operating		21,176	75%	7,080	25%	28,256		37,698
Total Staff Travel								-
Consultants/Subcontractor:								-
Other (specify):								-
								-
Total Operating Expenses		67,114	56%	22,441	19%	89,555		119,482
Total Direct Expenses		201,755	75%	67,463	25%	269,218		359,185
Indirect Expenses	8.83%	17,810	56%	5,953	19%	23,763		31,706
TOTAL EXPENSES		219,565	75%	73,416	25%	292,981		390,891
UOS per Service Mode		14,291		2,287		16,578		22,180
Cost / UOS by Service Mode		\$15.37		\$32.11		N/A		N/A
UDC per Service Mode		80		80		80		120

Project Open Hand
Food and Nutrition Services

Appendix B-2i, Page 3
07/01/25 - 06/30/26
General Fund GTZ

BUDGET JUSTIFICATION

1a) SALARIES					
Staff Position 1:	Outreach Coordinator				
Brief Duties	Community Outreach, Client and Partner Engagement, program communication and barrier analysis.				
Min Quals	B.A., case management experience. Bil-lingual Spanish.				
	<i>Annual Salary</i>	<i>x FTE</i>	<i>x Mos per Yr</i>	<i>Annualized if < 12 mos</i>	Total
	\$59,540.00	0.40000	12	1.00	\$ 23,816
Staff Position 2:	Manager, Wellness Program				
Brief Duties	Responsible for management of all client-related issues including setting service policies and supervising staff.				
Min Quals	B.A., Communication.				
	\$76,875.00	0.20097	12	1.00	\$ 15,450
Staff Position 3:	Wellness Prog Coor (Caseworker)				
Brief Duties	Performs intakes, verifies eligibility, maintains client database, and provides referrals to clients.				
Min Quals	B.A. Case management experience.				
	\$58,052.00	0.40726	12	1.00	\$ 23,642
Staff Position 5:	Cook II				
Brief Duties	Meal design and preparation.				
Min Quals	3+ years in social service or public service.				
	\$38,563.00	0.21014	12	1.00	\$ 8,104
Staff Position 6:	Porter				
Brief Duties	Kitchen preparation and maintenance.				
Min Quals	2+ years experience in similar roles.				
	\$35,381.00	0.17467	12	1.00	\$ 6,180
Staff Position 7:	Grocery Center Supervisor				
Brief Duties	Fulfills weekly grocery orders.				
Min Quals	2+ years' experience managing process and procedures for warehouse or kitchen operations.				
	\$53,040.00	0.29975	12	1.00	\$ 15,899
Staff Position 8:	Grocery Center Operations Coord. II				
Brief Duties	Responsible for grocery center inventory & storage.				
Min Quals	1-3 years' experience working in a commercial kitchen or industrial warehouse.				
	\$40,268.00	0.43000	12	1.00	\$ 17,315
Staff Position 9:	Registered Dietician				
Brief Duties	Responsible for direct client engagement and assessment and for nutrition education and quality assurance.				
Min Quals	Must be licensed Registered Dietitian and have previous exp working with critically ill & HIV clients.				
	\$70,366.00	0.22000	12	1.00	\$ 15,481
Staff Position 10:	Volunteer Coordinator				
Brief Duties	Responsible for scheduling and supervising volunteers for the kitchen, distribution and Grocery Center.				
Min Quals	Requires 3 years experience managing volunteers.				
	\$45,156.00	0.21644	12	1.00	\$ 9,774

Project Open Hand
Food and Nutrition Services

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07/01/25 - 06/30/26
General Fund GTZ

Staff Position 11:	Director, Operations				
Brief Duties	Responsible for supervising grocery center staff, inventory and daily operations and client grocery selection.				
Min Quals	2+ years experience in similar roles.				
	\$90,000.00	0.17585	12	1.00	\$ 15,827
Staff Position 12:	Kitchen Operations Coordinator II				
Brief Duties	Provides inventory and storage support for the kitchen.				
Min Quals	2+ years experience in similar roles.				
	\$39,374.00	0.40000	12	1.00	\$ 15,750
Staff Position 13:	Director, Wellness Programs				
Brief Duties	Oversees all Wellness Program activities and staff.				
Min Quals	B.A., Communication				
	\$84,460.00	0.15000	6	0.50	\$ 6,335
Total FTE:		3.28509	Total Salaries: \$ 173,573		

1b) EMPLOYEE FRINGE BENEFITS:	Component	Cost
	Payroll Tax	\$ 15,795
	Employee Health Benefits	\$ 37,839
	Retirement Plan Employer Contributions	\$ 2,256
	Commuter Benefits	\$ 1,041
	Workers Compensation	\$ 9,199
	Fringe Benefit %:	38.10%
	Total Fringe Benefit:	66,130
	TOTAL SALARIES & BENEFITS:	239,703

2) OPERATING EXPENSES:	Brief Description	Rate	Cost
Materials & Supplies:			
Food / Packaging Meals	Direct food and packaging costs per meal.	\$2.93 / UOS x 19,186	56,215
Food / Packaging Groceries	Direct food and packaging costs per grocery bag.	\$8.54 / UOS x 2,994	25,569
	Total Materials & Supplies:		81,784

General Operating:	Brief Description	Rate	Cost
Utilities-phone, PGE, Garbage, Water	Ann Agency Budget: 437,980 / 83.9 prog FTE = 5,220.26 / FTE	\$5,220.26 x 3.28509 Program FTE =	17,149
Bldg Mainten.i.e., repairs, pest Control, Security/Alarm, Fire Safe	Ann Agency Budget: 134,282 / 83.9 prog FTE =1,600.50 / FTE	\$1,600.50 x 3.28509 Program FTE =	5,258
Supplies -. Facilities, Janitorial, Office	Ann Agency Budget: 84,400 / 83.9 prog FTE = 1,005.96 / FTE	\$1,005.96 x 3.28509 Program FTE =	3,305
Other Exps - books, dues, postage subscriptions, data communication	Ann Agency Budget: 84,509 / 83.9 prog FTE = 1,007.26 / FTE	\$1,007.26 x 3.28509 Program FTE =	3,309
General Liability Insurance	Ann Agency Budget: 85,000 / 83.9 prog FTE = 1,013.11 / FTE	\$1,013.11 x 3.28509 Program FTE =	3,328
Vehicle Exp incl. Fuel, Fees & Tolls, Maintenance, Parking	Ann Agency Budget: 100,600 / 83.9 prog FTE = 1,199.05 / FTE	\$1,199.05 x 3.28509 Program FTE =	3,939
Staff Training/Transportation	Ann Agency Budget: 36,000 / 83.9 prog FTE = \$429.08 / FTE	\$429.08 x 3.28509 Program FTE =	1,410
	Total General Operating:		37,698
	TOTAL OPERATING EXPENSES:		119,482
	TOTAL DIRECT COSTS:		359,185

Project Open Hand
Food and Nutrition Services

4) INDIRECT COSTS	Indirect Rate:	8.83%	Amount
Vice President, Programs (Annual Salary \$117,260 @ .10 FTE + 38% Fringe Benefits), only asks for \$15,853			15,853
Director, Statewide Initiatives (Annual Salary \$92,250 @ .12 FTE + 38% Fringe Benefits), only asks for \$15,853			15,853
TOTAL INDIRECT COSTS:			31,706
TOTAL EXPENSES:			390,891

Project Open Hand
Food and Nutrition Services

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07/01/2026 - 03/31/2027
General Fund GTZ

UOS COST ALLOCATION BY SERVICE MODE

		SERVICE MODES - Goal # 1: Food Access for Underserved Clients					
Personnel Expenses		Delivered Meals		Grocery Bags			
Position Titles	FTE	Salaries	% FTE	Salaries	% FTE		B-2j, p 1 Total
Outreach Coordinator	0.10019	3,436	77%	1,038	23%		4,474
Manager, Wellness Program	0.05034	2,229	77%	673	23%		2,902
Wellness Prog Coord (Caseworker)	0.10201	3,412	77%	1,029	23%		4,441
Cook II	0.05264	1,169	77%	353	23%		1,522
Porter	0.04375	892	77%	269	23%		1,161
Grocery Center Supervisor	0.07508	2,294	77%	693	23%		2,987
Grocery Center Operations Coord. II	0.10771	2,499	77%	754	23%		3,253
Registered Dietician	0.05510	2,234	77%	675	23%		2,909
Volunteer Coordinator	0.05421	1,410	77%	426	23%		1,836
Director, Operations	0.04405	2,284	77%	689	23%		2,973
Kitchen Operations Coordinator II	0.10019	2,272	77%	686	23%		2,958
Director, Wellness Programs	0.07500	914	77%	276	23%		1,190
Total FTE & Total Salaries	0.86027	25,045	77%	7,561	23%		32,606
Fringe Benefits	38.10%	9,542	77%	2,881	23%		12,423
Total Personnel Expenses		34,586	77%	10,442	23%		45,029
Operating Expenses		Expense	%	Expense	%		B-2j, p 1 Total
Total Occupancy							-
Total Materials and Supplies		11,801	77%	3,563	23%		15,364
Total General Operating		5,440	77%	1,642	23%		7,082
Total Staff Travel							-
Consultants/Subcontractor:							-
Other (specify):							-
							-
Total Operating Expenses		17,241	77%	5,205	23%		22,446
Total Direct Expenses		51,827	77%	15,647	23%		67,474
Indirect Expenses	8.83%	4,575	77%	1,382	23%		5,957
TOTAL EXPENSES		56,402	77%	17,029	23%		73,431
UOS per Service Mode		3,671		530			4,201
Cost / UOS by Service Mode		\$15.37		\$32.14			N/A
UDC per Service Mode		40		40			40

**Project Open Hand
Food and Nutrition Services**

**Appendix B-2j, Page 2
07/01/2026 - 03/31/2027
General Fund GTZ**

UOS COST ALLOCATION BY SERVICE MODE

		SERVICE MODES - Goal #2 Expanded Capacity and Goal #3 Link, Track, & Follow-up Client Referrals Combined					Grand Total	
Personnel Expenses		Delivered Meals		Grocery Bags		B-2j, p 2 Totals	Total FTE	GTZ Totals
Position Titles	FTE	Salaries	% FTE	Salaries	% FTE			
Outreach Coordinator	0.29981	10,033	75%	3,355	25%	13,387	0.40000	17,861
Manager, Wellness Program	0.15064	6,508	75%	2,176	25%	8,684	0.20097	11,586
Wellness Prog Coord (Caseworker)	0.30525	9,960	75%	3,330	25%	13,291	0.40726	17,732
Cook II	0.15751	3,414	75%	1,142	25%	4,556	0.21014	6,078
Porter	0.13092	2,604	75%	871	25%	3,475	0.17467	4,636
Grocery Center Supervisor	0.22467	6,698	75%	2,240	25%	8,938	0.29975	11,925
Grocery Center Operations Coord. II	0.32229	7,295	75%	2,439	25%	9,734	0.43000	12,987
Registered Dietician	0.16490	6,523	75%	2,181	25%	8,703	0.22000	11,612
Volunteer Coordinator	0.16223	4,117	75%	1,377	25%	5,493	0.21644	7,329
Director, Operations	0.13181	6,667	75%	2,229	25%	8,896	0.17585	11,869
Kitchen Operations Coordinator II	0.29981	6,634	75%	2,218	25%	8,853	0.40000	11,811
Director, Wellness Programs	0.07500	2,669	75%	892	25%	3,561	0.15000	4,751
Total FTE & Total Salaries	2.42483	73,121	56%	24,450	19%	97,570	3.28509	130,177
Fringe Benefits	38.10%	27,859	75%	9,315	25%	37,174		49,596
Total Personnel Expenses		100,980	75%	33,765	25%	134,744		179,773
Operating Expenses		Expense	%	Expense	%	B-2j, p 2 Totals		GTZ Totals
Total Occupancy								-
Total Materials and Supplies		34,454	75%	11,520	25%	45,974		61,338
Total General Operating		15,883	75%	5,311	25%	21,194		28,276
Total Staff Travel								-
Consultants/Subcontractor:								-
Other (specify):								-
								-
Total Operating Expenses		50,337	56%	16,831	19%	67,168		89,614
Total Direct Expenses		151,316	75%	50,596	25%	201,912		269,387
Indirect Expenses	8.83%	13,358	56%	4,467	19%	17,825		23,782
TOTAL EXPENSES		164,674	75%	55,063	25%	219,737		293,169
UOS per Service Mode		10,718		1,715		12,433		16,634
Cost / UOS by Service Mode		\$15.37		\$32.12		N/A		N/A
UDC per Service Mode		80		80		80		120

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Food and Nutrition Services

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07/01/26 - 03/31/27
General Fund GTZ

BUDGET JUSTIFICATION

1a) SALARIES					
Staff Position 1:	Outreach Coordinator				
Brief Duties	Community Outreach, Client and Partner Engagement, program communication and barrier analysis.				
Min Quals	B.A., case management experience. Bil-lingual Spanish.				
	<i>Annual Salary</i>	<i>x FTE</i>	<i>x Mos per Yr</i>	<i>Annualized if < 12 mos</i>	Total
	\$59,540.00	0.40000	12	0.75	\$ 17,861
Staff Position 2:	Manager, Wellness Program				
Brief Duties	Responsible for management of all client-related issues including setting service policies and supervising staff.				
Min Quals	B.A., Communication.				
	\$76,875.00	0.20097	12	0.75	\$ 11,586
Staff Position 3:	Wellness Prog Coor (Caseworker)				
Brief Duties	Performs intakes, verifies eligibility, maintains client database, and provides referrals to clients.				
Min Quals	B.A. Case management experience.				
	\$58,052.00	0.40726	12	0.75	\$ 17,732
Staff Position 5:	Cook II				
Brief Duties	Meal design and preparation.				
Min Quals	3+ years in social service or public service.				
	\$38,563.00	0.21014	12	0.75	\$ 6,078
Staff Position 6:	Porter				
Brief Duties	Kitchen preparation and maintenance.				
Min Quals	2+ years experience in similar roles.				
	\$35,381.00	0.17467	12	0.75	\$ 4,636
Staff Position 7:	Grocery Center Supervisor				
Brief Duties	Fulfills weekly grocery orders.				
Min Quals	2+ years' experience managing process and procedures for warehouse or kitchen operations.				
	\$53,040.00	0.29975	12	0.75	\$ 11,925
Staff Position 8:	Grocery Center Operations Coord. II				
Brief Duties	Responsible for grocery center inventory & storage.				
Min Quals	1-3 years' experience working in a commercial kitchen or industrial warehouse.				
	\$40,268.00	0.43000	12	0.75	\$ 12,987
Staff Position 9:	Registered Dietician				
Brief Duties	Responsible for direct client engagement and assessment and for nutrition education and quality assurance.				
Min Quals	Must be licensed Registered Dietitian and have previous exp working with critically ill & HIV clients.				
	\$70,366.00	0.22000	12	0.75	\$ 11,612
Staff Position 10:	Volunteer Coordinator				
Brief Duties	Responsible for scheduling and supervising volunteers for the kitchen, distribution and Grocery Center.				
Min Quals	Requires 3 years experience managing volunteers.				
	\$45,156.00	0.21644	12	0.75	\$ 7,329
Staff Position 11:	Director, Operations				
Brief Duties	Responsible for supervising grocery center staff, inventory and daily operations and client grocery selection.				
Min Quals	2+ years experience in similar roles.				
	\$90,000.00	0.17585	12	0.75	\$ 11,869
Staff Position 12:	Kitchen Operations Coordinator II				

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Food and Nutrition Services

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General Fund GTZ

Brief Duties	Provides inventory and storage support for the kitchen.				
Min Quals	2+ years experience in similar roles.				
	\$39,374.00	0.40000	12	0.75	\$ 11,811

Staff Position 13:	Director, Wellness Programs				
Brief Duties	Oversees all Wellness Program activities and staff.				
Min Quals	B.A., Communication.				
	\$84,460.00	0.15000	6	0.75	\$ 4,751

Total FTE:	3.28509	Total Salaries:	\$ 130,177
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1b) EMPLOYEE FRINGE BENEFITS:	Component	Cost
	Payroll Tax	\$ 11,846
	Employee Health Benefits	\$ 28,379
	Retirement Plan Employer Contributions	\$ 1,692
	Commuter Benefits	\$ 781
	Workers Compensation	\$ 6,898
	Fringe Benefit %:	38.10%
	Total Fringe Benefit:	49,596
	TOTAL SALARIES & BENEFITS:	179,773

2) OPERATING EXPENSES:

Materials & Supplies:	Brief Description	Rate	Cost
Food / Packaging Meals	Direct food and packaging costs per meal.	\$2.92988 / UOS x 14,390	42,161
Food / Packaging Groceries	Direct food and packaging costs per grocery bag.	\$8.53829 / UOS x 2,246	19,177
	Total Materials & Supplies:		61,338

General Operating:	Brief Description	Rate	Cost
Utilities-phone, PGE, Garbage, Water	Ann Agency Budget: 437,980 / 83.9 prog FTE = 5,220.26 / FTE	\$5,226.26 x ~0.75 x 3.28509 Program FTE =	12,866
Bldg Mainten.i.e., repairs, pest Control, Security/Alarm, Fire Safe	Ann Agency Budget: 134,282 / 83.9 prog FTE =1,600.50 / FTE	\$1,600.50 x ~0.75 x 3.28509 Program FTE =	3,943
Supplies -. Facilities, Janitorial, Office	Ann Agency Budget: 84,400 / 83.9 prog FTE = 1,005.96 / FTE	\$1,005.96 x ~0.75 x 3.28509 Program FTE =	2,478
Other Exps - books, dues, postage subscriptions, data communication	Ann Agency Budget: 84,509 / 83.9 prog FTE = 1,007.26 / FTE	\$1,007.26 x ~0.75 x 3.28509 Program FTE =	2,482
General Liability Insurance	Ann Agency Budget: 85,000 / 83.9 prog FTE = 1,013.11 / FTE	\$1,013.11 x ~0.75 x 3.28509 Program FTE =	2,496
Vehicle Exp incl. Fuel, Fees & Tolls, Maintenance, Parking	Ann Agency Budget: 100,600 / 83.9 prog FTE = 1,199.05 / FTE	\$1,199.05 x ~0.75 x 3.28509 Program FTE =	2,954
Staff Training/Transportation	Ann Agency Budget: 36,000 / 83.9 prog FTE = \$429.08 / FTE	\$429.08 x ~0.75 x 3.28509 Program FTE =	1,057
	Total General Operating:		28,276
	TOTAL OPERATING EXPENSES:		89,614
	TOTAL DIRECT COSTS:		269,387

4) INDIRECT COSTS	Indirect Rate:	8.83%	Amount
Vice President, Programs (Annual Salary \$117,260 @ .10 FTE + 38% Fringe Benefits), only asks for \$11,891			11,891
Director, Statewide Initiatives (Annual Salary \$92,250 @ .12 FTE + 38% Fringe Benefits), only asks for \$11,891			11,891
	TOTAL INDIRECT COSTS:		23,782
	TOTAL EXPENSES:		293,169

Food & Nutrition Service

UOS COST ALLOCATION BY SERVICE MODE

UOS COST ALLOCATION BY SERVICE MODE									
Personnel Expenses		Prepared Meals		Grocery Bags		Nutrition Counseling Hours			Contract Totals
Position Titles	FTE	Salaries	% FTE	Salaries	% FTE	Salaries	% FTE		
Driver	0.75000	21,253	67%	10,337	33%				31,590
Porter	0.75000	21,253	67%	10,337	33%				31,590
Director, Program Strategy and Design	0.10000	6,673	67%	3,246	33%				9,919
Client Engagement Specialist	0.08399	1,744	67%	849	33%				2,593
Grocery Center Operations Coord. II	0.65000	20,675	67%	10,056	33%				30,731
Registered Dietician	0.15000	8,151	67%	3,964	33%				12,115
Manager, Food Operation	0.07100	3,496	67%	1,701	33%				5,197
Total FTE & Total Salaries	2.55499	83,245	67%	40,490	33%	-	0%	-	123,735
Fringe Benefits	38.10%	31,716	67%	15,427	33%	-	0%	-	47,143
Total Personnel Expenses		114,961	67%	55,917	33%	-	0%	-	170,878
Operating Expenses		Expense	%	Expense	%	Expense	%		Total
Total Occupancy		10,456	67%	5,086	33%				15,542
Total Materials and Supplies		60,601	67%	29,476	33%				90,077
Total General Operating		-	0%	-	0%				-
Consultants/Subcontractor:		-	0%	-	0%				-
Other (specify):									-
									-
		-	0%	-	0%				-
Total Operating Expenses		71,057	67%	34,562	33%	-		-	105,619
Capital Expenses		Expenditure	%	Expenditure	%	Expenditure	%		Contract Total
		-	0%	-	0%	-	0%		-
Total Capital Expenses		-	0%	-	0%	-	0%		-
Total Direct Expenses		186,018	67%	90,479	33%	-	0%	-	276,497
Indirect Expenses	8.50%	15,812	67%	7,691	33%				23,503
TOTAL EXPENSES		201,830	67%	98,170	33%	-	0%	-	300,000
UOS per Service Mode		13,743		3,283		0			17,026
Cost / UOS by Service Mode		\$14.70		\$29.91		\$0.00			N/A
UDC per Service Mode		182		235		0			235

Project Open Hand
Food and Nutrition Services

Appendix B-3g, Page 2
03/01/25 - 02/28/26

BUDGET JUSTIFICATION

1a) SALARIES

Staff Position 1:	Driver				
Brief Duties	Responsible for driving agency vehicles to deliver meals and groceries.				
Min Quals	Requires 2 years driving experience, clean driving record and the ability to lift 50 lbs.				
	Annual Salary:	x FTE:	x Months per Year:	Annualized if < 12 mos	Total
	\$42,120.00	0.75000	12	1.00	\$ 31,590
Staff Position 2:	Porter				
Brief Duties	Cleaning and sanitizing all food preparation containers, utensils & equipment and cleaning kitchen.				
Min Quals	Requires previous experience working in high-volume kitchen operations.				
	Annual Salary:	x FTE:	x Months per Year:	Annualized (if less than 12 months):	Total
	\$42,120.00	0.75000	12	1.00	\$ 31,590
Staff Position 3:	Director, Program Strategy and Design				
Brief Duties	Leads program improvement efforts including collecting and analyzing client feedback and coordinating across departments to prioritize and implement improvement strategies.				
Min Quals	NA				
	Annual Salary:	x FTE:	x Months per Year:	Annualized (if less than 12 months):	Total
	\$99,194.16	0.10000	12	1.00	\$ 9,919
Staff Position 6:	Client Engagement Specialist				
Brief Duties	Responsible for greeting clients, helping clients navigate services and recording client service data.				
Min Quals	Previous experience as receptionist and working with vulnerable populations, HIV and critically ill.				
	Annual Salary:	x FTE:	x Months per Year:	Annualized (if less than 12 months):	Total
	\$30,875.00	0.08399	12	1.00	\$ 2,593
Staff Position 8:	Grocery Center Operations Coord. II				
Brief Duties	Responsible for grocery center inventory & storage.				
Min Quals	1-3 years' experience working in a commercial kitchen or industrial warehouse.				
	Annual Salary:	x FTE:	x Months per Year:	Annualized (if less than 12 months):	Total
	\$47,278.40	0.65000	12	1.00	\$ 30,731
Staff Position 17:	Registered Dietician				
Brief Duties	Responsible for direct client engagement and assessment and for nutrition education and quality assurance.				
Min Quals	Must be licensed Registered Dietitian and have previous exp working with critically ill & HIV clients.				
	Annual Salary:	x FTE:	x Months per Year:	Annualized (if less than 12 months):	Total
	\$80,766.40	0.15000	12	1.00	\$ 12,115
Staff Position 18:	Manager, Food Operation				
Brief Duties	Responsible for supervising grocery center staff, inventory and daily operations and client grocery selection.				
Min Quals	3 yrs experience managing staff and inventory for food distribution programs.				
	Annual Salary:	x FTE:	x Months per Year:	Annualized (if less than 12 months):	Total
	\$73,202.22	0.07100	12	1.00	\$ 5,197
Total FTE:					2.55499
Total Salaries:					\$ 123,735

1b) EMPLOYEE FRINGE BENEFITS:	Component	Cost
	Payroll Tax	\$ 11,259.89
	Employee Health Benefits	\$ 26,974.23
	Retirement Plan Employer Contributions	\$ 1,608.56
	Commuter Benefits	\$ 742.41
	Workers Compensation	\$ 6,557.96
Fringe Benefit %:	38.10%	Total Fringe Benefit: 47,143
TOTAL SALARIES & EMPLOYEE FRINGE BENEFITS:		170,878

2) OPERATING EXPENSES:

Occupancy:	Brief Description	Rate	Cost
Telephone	Ann. Agency: \$126,000 / 103.19 total prog FTE = \$1,221 / FTE	\$1,221 x 2.55499 Program FTE =	3,119

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Internet	Ann Agency: \$35,480 / 103.19 total prog FTE = \$343 / FTE	\$343 x 2.55499 Program FTE =	876
Gas/Electric	Ann Agency Budget: \$325,200 / 103.19 total prog FTE = \$3,151 / FTE	\$3,151 x 2.55499 Program FTE =	8,051
Water	Ann Agency Budget: \$43,200 / 103.19 total prog FTE = \$419 / FTE	\$419 x 2.55499 Program FTE =	1,071
Garbage Disposal	Ann Agency Budget: \$97,980 / 103.19 total prog FTE = \$949 / FTE	\$949 x 2.55499 Program FTE =	2,425
Total Occupancy:			15,542

Materials/Supplies:	Brief Description	Rate	Cost
Food/Packaging Meals	direct cost of food/packaging per meal.	~ \$3.21 per meal X 13,743 UOS =	44,115
Food/Pack Groceries	direct cost of food/packaging costs per grocery bag.	~ \$14.00 per bag X 3,283 UOS =	45,962
Total Materials & Supplies:			90,077

General Operating:

Expense Item	Brief Description	Rate	Cost
Total General Operating:			-

Consultants/Subcontractors:

Consultant/Subcontractor Name	Service Description	Rate	Cost
Total Consultants/Subcontractors:			-

Other:

Expense Item	Brief Description	Rate	Cost
Total Other:			-

3) CAPITAL EXPENDITURES: (If needed. A unit valued at \$5,000 or more)

Capital Expenditure Item	Brief Description	Cost
TOTAL CAPITAL EXPENDITURES:		-
TOTAL DIRECT COSTS:		276,497

4) INDIRECT COSTS	Indirect Rate:	8.50%
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Describe method and basis for Indirect Cost Allocation (i.e., FTE, square footage, or other)

Amount

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Food and Nutrition Services

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03/01/25 - 02/28/26

Vice President, Programs (Annual Salary \$135,000 @ .17 FTE + 38% Fringe Benefits), only asks for \$23,503	23,503
TOTAL INDIRECT COSTS:	23,503
TOTAL EXPENSES:	300,000

Food & Nutrition Service

UOS COST ALLOCATION BY SERVICE MODE

UOS COST ALLOCATION BY SERVICE MODE									
Personnel Expenses		Prepared Meals		Grocery Bags		Nutrition Counseling Hours			Contract Totals
Position Titles	FTE	Salaries	% FTE	Salaries	% FTE	Salaries	% FTE		
Wellness Prog Coor (Caseworker)	0.75000	28,230	67%	13,734	33%				41,964
Wellness Prog Coor (Caseworker)	0.62500	20,771	67%	10,104	33%				30,875
Director, Program Strategy and Design	0.10725	7,157	67%	3,482	33%				10,639
Total FTE & Total Salaries	1.48225	56,158	67%	27,320	33%	-	0%	-	83,478
Fringe Benefits	38.10%	21,395	67%	10,410	33%	-	0%	-	31,805
Total Personnel Expenses		77,553	67%	37,731	33%	-	0%	-	115,283
Operating Expenses		Expense	%	Expense	%	Expense	%		Total
Total Occupancy		6,065	67%	2,951	33%				9,016
Total Materials and Supplies		40,401	67%	19,655	33%				60,056
Total General Operating		-	0%	-	0%				-
Consultants/Subcontractor:		-	0%	-	0%				-
Other (specify):									-
									-
		-	0%	-	0%				-
Total Operating Expenses		46,466	67%	22,606	33%	-		-	69,072
Capital Expenses		Expenditure	%	Expenditure	%	Expenditure	%		Contract Total
		-	0%	-	0%	-	0%		-
Total Capital Expenses		-	0%	-	0%	-	0%		-
Total Direct Expenses		124,018	67%	60,337	33%	-	0%	-	184,355
Indirect Expenses	8.49%	10,525	67%	5,120	33%				15,645
TOTAL EXPENSES		134,543	67%	65,457	33%	-	0%	-	200,000
UOS per Service Mode		9,162		2,189		0			11,351
Cost / UOS by Service Mode		\$14.69		\$29.91		\$0.00			N/A
UDC per Service Mode		169		216		0			215

**Project Open Hand
Food and Nutrition Services**

**Appendix B-3h, Page 2
03/01/25 - 02/28/26**

BUDGET JUSTIFICATION

1a) SALARIES

Staff Position 1:	Wellness Prog Coor (Caseworker)			
Brief Duties	Performs intakes, verifies eligibility, maintains client database, and provides referrals to clients.			
Min Quals	B.A. Case management experience. Bi-lingual preferred.			
Annual Salary:	x FTE:	x Months per Year:	Annualized if < 12 mos	Total
\$55,952.00	0.75000	12	1.00	\$ 41,964
Staff Position 2:	Wellness Prog Coor (Caseworker)			
Brief Duties	Performs intakes, verifies eligibility, maintains client database, and provides referrals to clients.			
Min Quals	B.A. Case management experience. Bi-lingual preferred.			
Annual Salary:	x FTE:	x Months per Year:	Annualized (if less than 12 months):	Total
\$49,400.00	0.62500	12	1.00	\$ 30,875
Staff Position 3:	Director, Program Strategy and Design			
Brief Duties	Leads program improvement efforts including collecting and analyzing client feedback and coordinating across departments to prioritize and implement improvement strategies.			
Min Quals	NA			
Annual Salary:	x FTE:	x Months per Year:	Annualized (if less than 12 months):	Total
\$99,194.16	0.10725	12	1.00	\$ 10,639
	Total FTE:	1.48225	Total Salaries:	\$ 83,478

1b) EMPLOYEE FRINGE BENEFITS:	Component	Cost	
	Payroll Tax	\$ 7,596.50	
	Employee Health Benefits	\$ 18,198.20	
	Retirement Plan Employer Contributions	\$ 1,085.21	
	Commuter Benefits	\$ 500.87	
	Workers Compensation	\$ 4,424.33	
	Fringe Benefit %:	38.10%	Total Fringe Benefit: 31,805
TOTAL SALARIES & EMPLOYEE FRINGE BENEFITS:			115,283

2) OPERATING EXPENSES:

Occupancy:	Brief Description	Rate	Cost
Telephone	Ann. Agency: \$126,000 / 103.19 total prog FTE = \$1,221 / FTE	\$1,221 x 1.48225 Program FTE =	1,809
Internet	Ann Agency: \$35,480 / 103.19 total prog FTE = \$343 / FTE	\$343 x 1.48225 Program FTE =	508
Gas/Electric	Ann Agency Budget: \$325,200 / 103.19 total prog FTE= \$3,151 / FTE	\$3,151 x 1.48225 Program FTE =	4,671
Water	Ann Agency Budget: \$43,200 / 103.19 total prog FTE= \$419 / FTE	\$419 x 1.48225 Program FTE =	621
Garbage Disposal	Ann Agency Budget: \$97,980 / 103.19 total prog FTE= \$949 / FTE	\$949 x 1.48225 Program FTE =	1,407
Total Occupancy:			9,016

Materials/Supplies:	Brief Description	Rate	Cost
Food/Packaging Meals	direct cost of food/packaging per meal.	~ \$3.21 per meal X 9,162 UOS =	29,410
Food/Pack Groceries	direct cost of food/packaging costs per grocery bag.	~ \$14.00 per bag X 2,189 UOS =	30,646
Total Materials & Supplies:			60,056

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General Operating:

Expense Item	Brief Description			Rate	Cost
Total General Operating:					-

Consultants/Subcontractors:

Consultant/Subcontractor Name	Service Description			Rate	Cost
Total Consultants/Subcontractors:					-

Other:

Expense Item	Brief Description			Rate	Cost
Total Other:					-

3) CAPITAL EXPENDITURES: (If needed. A unit valued at \$5,000 or more)

Capital Expenditure Item	Brief Description			Rate	Cost
TOTAL CAPITAL EXPENDITURES:					-
TOTAL DIRECT COSTS:					184,355

TOTAL OPERATING EXPENSES: 69,072

4) INDIRECT COSTS	Indirect Rate:	8.49%
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Describe method and basis for Indirect Cost Allocation (i.e., FTE, square footage, or other)

	Amount
Vice President, Programs (Annual Salary \$135,000 @ .13 FTE + 38% Fringe Benefits), only asks for \$15,645	15,645
TOTAL INDIRECT COSTS:	15,645
TOTAL EXPENSES:	200,000

Food & Nutrition Service

UOS COST ALLOCATION BY SERVICE MODE

UOS COST ALLOCATION BY SERVICE MODE									
Personnel Expenses		Prepared Meals		Grocery Bags		Nutrition Counseling Hours			Contract Totals
Position Titles	FTE	Salaries	% FTE	Salaries	% FTE	Salaries	% FTE		
Driver	0.75000	21,253	67%	10,337	33%				31,590
Porter	0.75000	21,253	67%	10,337	33%				31,590
Director, Program Strategy and Design	0.10000	6,673	67%	3,246	33%				9,919
Client Engagement Specialist	0.08399	1,744	67%	849	33%				2,593
Grocery Center Operations Coord. II	0.65000	20,675	67%	10,056	33%				30,731
Registered Dietician	0.15000	8,151	67%	3,964	33%				12,115
Manager, Food Operation	0.07100	3,496	67%	1,701	33%				5,197
Total FTE & Total Salaries	2.55499	83,245	67%	40,490	33%	-	0%	-	123,735
Fringe Benefits	38.10%	31,716	67%	15,427	33%	-	0%	-	47,143
Total Personnel Expenses		114,961	67%	55,917	33%	-	0%	-	170,878
Operating Expenses		Expense	%	Expense	%	Expense	%		Total
Total Occupancy		10,456	67%	5,086	33%				15,542
Total Materials and Supplies		60,601	67%	29,476	33%				90,077
Total General Operating		-	0%	-	0%				-
Consultants/Subcontractor:		-	0%	-	0%				-
Other (specify):									-
									-
		-	0%	-	0%				-
Total Operating Expenses		71,057	67%	34,562	33%	-		-	105,619
Capital Expenses		Expenditure	%	Expenditure	%	Expenditure	%		Contract Total
		-	0%	-	0%	-	0%		-
Total Capital Expenses		-	0%	-	0%	-	0%		-
Total Direct Expenses		186,018	67%	90,479	33%	-	0%	-	276,497
Indirect Expenses	8.50%	15,812	67%	7,691	33%				23,503
TOTAL EXPENSES		201,830	67%	98,170	33%	-	0%	-	300,000
UOS per Service Mode		13,743		3,283		0			17,026
Cost / UOS by Service Mode		\$14.70		\$29.91		\$0.00			N/A
UDC per Service Mode		182		235		0			235

Project Open Hand
Food and Nutrition Services

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BUDGET JUSTIFICATION

1a) SALARIES

Staff Position 1:	Driver				
Brief Duties	Responsible for driving agency vehicles to deliver meals and groceries.				
Min Quals	Requires 2 years driving experience, clean driving record and the ability to lift 50 lbs.				
	Annual Salary:	x FTE:	x Months per Year:	Annualized if < 12 mos	Total
	\$42,120.00	0.75000	12	1.00	\$ 31,590
Staff Position 2:	Porter				
Brief Duties	Cleaning and sanitizing all food preparation containers, utensils & equipment and cleaning kitchen.				
Min Quals	Requires previous experience working in high-volume kitchen operations.				
	Annual Salary:	x FTE:	x Months per Year:	Annualized (if less than 12 months):	Total
	\$42,120.00	0.75000	12	1.00	\$ 31,590
Staff Position 3:	Director, Program Strategy and Design				
Brief Duties	Leads program improvement efforts including collecting and analyzing client feedback and coordinating across departments to prioritize and implement improvement strategies.				
Min Quals	NA				
	Annual Salary:	x FTE:	x Months per Year:	Annualized (if less than 12 months):	Total
	\$99,194.16	0.10000	12	1.00	\$ 9,919
Staff Position 6:	Client Engagement Specialist				
Brief Duties	Responsible for greeting clients, helping clients navigate services and recording client service data.				
Min Quals	Previous experience as receptionist and working with vulnerable populations, HIV and critically ill.				
	Annual Salary:	x FTE:	x Months per Year:	Annualized (if less than 12 months):	Total
	\$30,875.00	0.08399	12	1.00	\$ 2,593
Staff Position 8:	Grocery Center Operations Coord. II				
Brief Duties	Responsible for grocery center inventory & storage.				
Min Quals	1-3 years' experience working in a commercial kitchen or industrial warehouse.				
	Annual Salary:	x FTE:	x Months per Year:	Annualized (if less than 12 months):	Total
	\$47,278.40	0.65000	12	1.00	\$ 30,731
Staff Position 17:	Registered Dietician				
Brief Duties	Responsible for direct client engagement and assesment and for nutrition education and quality assurance.				
Min Quals	Must be licensed Registered Dietitian and have previous exp working with critically ill & HIV clients.				
	Annual Salary:	x FTE:	x Months per Year:	Annualized (if less than 12 months):	Total
	\$80,766.40	0.15000	12	1.00	\$ 12,115
Staff Position 18:	Manager, Food Operation				
Brief Duties	Responsible for supervising grocery center staff, inventory and daily operations and client grocery selection.				
Min Quals	3 yrs experience managing staff and inventory for food distribution programs.				
	Annual Salary:	x FTE:	x Months per Year:	Annualized (if less than 12 months):	Total
	\$73,202.22	0.07100	12	1.00	\$ 5,197
		Total FTE:	2.55499	Total Salaries:	\$ 123,735

1b) EMPLOYEE FRINGE BENEFITS:	Component	Cost	
	Payroll Tax	\$ 11,259.89	
	Employee Health Benefits	\$ 26,974.23	
	Retirement Plan Employer Contributions	\$ 1,608.56	
	Commuter Benefits	\$ 742.41	
	Workers Compensation	\$ 6,557.96	
	Fringe Benefit %:	38.10%	Total Fringe Benefit: 47,143
TOTAL SALARIES & EMPLOYEE FRINGE BENEFITS:			170,878

2) OPERATING EXPENSES:

Occupancy:	Brief Description	Rate	Cost
Telephone	Ann. Agency: \$126,000 / 103.19 total prog FTE = \$1,221 / FTE	\$1,221 x 2.55499 Program FTE =	3,119

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Internet	Ann Agency: \$35,480 / 103.19 total prog FTE = \$343 / FTE	\$343 x 2.55499 Program FTE =	876
Gas/Electric	Ann Agency Budget: \$325,200 / 103.19 total prog FTE = \$3,151 / FTE	\$3,151 x 2.55499 Program FTE =	8,051
Water	Ann Agency Budget: \$43,200 / 103.19 total prog FTE = \$419 / FTE	\$419 x 2.55499 Program FTE =	1,071
Garbage Disposal	Ann Agency Budget: \$97,980 / 103.19 total prog FTE = \$949 / FTE	\$949 x 2.55499 Program FTE =	2,425
Total Occupancy:			15,542

Materials/Supplies:	Brief Description	Rate	Cost
Food/Packaging Meals	direct cost of food/packaging per meal.	~ \$3.21 per meal X 13,743 UOS =	44,115
Food/Pack Groceries	direct cost of food/packaging costs per grocery bag.	~ \$14.00 per bag X 3,283 UOS =	45,962
Total Materials & Supplies:			90,077

General Operating:

Expense Item	Brief Description	Rate	Cost
Total General Operating:			-

Consultants/Subcontractors:

Consultant/Subcontractor Name	Service Description	Rate	Cost
Total Consultants/Subcontractors:			-

Other:

Expense Item	Brief Description	Rate	Cost
Total Other:			-

3) CAPITAL EXPENDITURES: (If needed. A unit valued at \$5,000 or more)

Capital Expenditure Item	Brief Description	Cost
TOTAL CAPITAL EXPENDITURES:		-
TOTAL DIRECT COSTS:		276,497

4) INDIRECT COSTS	Indirect Rate:	8.50%
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Describe method and basis for Indirect Cost Allocation (i.e., FTE, square footage, or other)

Amount

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Food and Nutrition Services

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Vice President, Programs (Annual Salary \$135,000 @ .17 FTE + 38% Fringe Benefits), only asks for \$23,503	23,503
TOTAL INDIRECT COSTS:	23,503
TOTAL EXPENSES:	300,000

Food & Nutrition Service

UOS COST ALLOCATION BY SERVICE MODE

UOS COST ALLOCATION BY SERVICE MODE									
Personnel Expenses		Prepared Meals		Grocery Bags		Nutrition Counseling Hours			Contract Totals
Position Titles	FTE	Salaries	% FTE	Salaries	% FTE	Salaries	% FTE		
Wellness Prog Coor (Caseworker)	0.75000	28,230	67%	13,734	33%				41,964
Wellness Prog Coor (Caseworker)	0.62500	20,771	67%	10,104	33%				30,875
Director, Program Strategy and Design	0.10725	7,157	67%	3,482	33%				10,639
Total FTE & Total Salaries	1.48225	56,158	67%	27,320	33%	-	0%	-	83,478
Fringe Benefits	38.10%	21,395	67%	10,410	33%	-	0%	-	31,805
Total Personnel Expenses		77,553	67%	37,731	33%	-	0%	-	115,283
Operating Expenses		Expense	%	Expense	%	Expense	%		Total
Total Occupancy		6,065	67%	2,951	33%				9,016
Total Materials and Supplies		40,401	67%	19,655	33%				60,056
Total General Operating		-	0%	-	0%				-
Consultants/Subcontractor:		-	0%	-	0%				-
Other (specify):									-
									-
		-	0%	-	0%				-
Total Operating Expenses		46,466	67%	22,606	33%	-		-	69,072
Capital Expenses		Expenditure	%	Expenditure	%	Expenditure	%		Contract Total
		-	0%	-	0%	-	0%		-
Total Capital Expenses		-	0%	-	0%	-	0%		-
Total Direct Expenses		124,019	67%	60,337	33%	-	0%	-	184,355
Indirect Expenses	8.49%	10,525	67%	5,120	33%				15,645
TOTAL EXPENSES		134,544	67%	65,457	33%	-	0%	-	200,000
UOS per Service Mode		9,162		2,189		0			11,351
Cost / UOS by Service Mode		\$14.69		\$29.91		\$0.00			N/A
UDC per Service Mode		169		216		0			215

**Project Open Hand
Food and Nutrition Services**

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BUDGET JUSTIFICATION

1a) SALARIES6:1486:146

Staff Position 1:	Wellness Prog Coor (Caseworker)				
Brief Duties	Performs intakes, verifies eligibility, maintains client database, and provides referrals to clients.				
Min Quals	B.A. Case management experience. Bi-lingual preferred.				
Annual Salary:	x FTE:	x Months per Year:	Annualized if < 12 mos	Total	
\$55,952.00	0.75000	12	1.00	\$ 41,964	
Staff Position 2:	Wellness Prog Coor (Caseworker)				
Brief Duties	Performs intakes, verifies eligibility, maintains client database, and provides referrals to clients.				
Min Quals	B.A. Case management experience. Bi-lingual preferred.				
Annual Salary:	x FTE:	x Months per Year:	Annualized (if less than 12 months):	Total	
\$49,400.00	0.62500	12	1.00	\$ 30,875	
Staff Position 3:	Director, Program Strategy and Design				
Brief Duties	Leads program improvement efforts including collecting and analyzing client feedback and coordinating across departments to prioritize and implement improvement strategies.				
Min Quals	NA				
Annual Salary:	x FTE:	x Months per Year:	Annualized (if less than 12 months):	Total	
\$99,194.16	0.10725	12	1.00	\$ 10,639	
	Total FTE:	1.48225	Total Salaries: \$		83,478

1b) EMPLOYEE FRINGE BENEFITS:	Component	Cost	
	Payroll Tax	\$ 7,596.50	
	Employee Health Benefits	\$ 18,198.20	
	Retirement Plan Employer Contributions	\$ 1,085.21	
	Commuter Benefits	\$ 500.87	
	Workers Compensation	\$ 4,424.33	
	Fringe Benefit %:	38.10%	Total Fringe Benefit: 31,805
TOTAL SALARIES & EMPLOYEE FRINGE BENEFITS:			115,283

2) OPERATING EXPENSES:

Occupancy:	Brief Description	Rate	Cost
Telephone	Ann. Agency: \$126,000 / 103.19 total prog FTE = \$1,221 / FTE	\$1,221 x 1.48225 Program FTE =	1,809
Internet	Ann Agency: \$35,480 / 103.19 total prog FTE = \$343 / FTE	\$343 x 1.48225 Program FTE =	508
Gas/Electric	Ann Agency Budget: \$325,200 / 103.19 total prog FTE= \$3,151 / FTE	\$3,151 x 1.48225 Program FTE =	4,671
Water	Ann Agency Budget: \$43,200 / 103.19 total prog FTE= \$419 / FTE	\$419 x 1.48225 Program FTE =	621
Garbage Disposal	Ann Agency Budget: \$97,980 / 103.19 total prog FTE= \$949 / FTE	\$949 x 1.48225 Program FTE =	1,407
Total Occupancy:			9,016

Materials/Supplies:	Brief Description	Rate	Cost
Food/Packaging Meals	direct cost of food/packaging per meal.	~ \$3.21 per meal X 9,162 UOS =	29,410
Food/Pack Groceries	direct cost of food/packaging costs per grocery bag.	~ \$14.00 per bag X 2,189 UOS =	30,646
Total Materials & Supplies:			60,056

General Operating:

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Expense Item	Brief Description			Rate	Cost
Total General Operating:					-

Consultants/Subcontractors:

Consultant/Subcontractor Name	Service Description			Rate	Cost
Total Consultants/Subcontractors:					-

Other:

Expense Item	Brief Description			Rate	Cost
Total Other:					-

3) CAPITAL EXPENDITURES: (If needed. A unit valued at \$5,000 or more)

Capital Expenditure Item	Brief Description			Cost	
TOTAL CAPITAL EXPENDITURES:					-
TOTAL DIRECT COSTS:					184,355

4) INDIRECT COSTS	Indirect Rate:	8.49%
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Describe method and basis for Indirect Cost Allocation (i.e., FTE, square footage, or other)				Amount
Vice President, Programs (Annual Salary \$135,000 @ .13 FTE + 38% Fringe Benefits), only asks for \$15,645				15,645
TOTAL INDIRECT COSTS:				15,645
TOTAL EXPENSES:				200,000

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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San Francisco Department of Public Health
Business Associate Agreement

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
Business Associate Agreement

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 of 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

Attachment 3 – Protected Information Destruction Order Purge Certification 01-10-2024

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 #			
F	Require Data Security Training upon hire and annually thereafter for all employees who have access to health information? [Retain documentation of trainings for a period of 7 years.] [SFDPH data security training materials are available for use; contact OCPA at 1-855-729-6040.]						
G	Have proof that employees have signed a form upon hire and annually, or regularly, thereafter, with their name and the date, acknowledging that they have received data security training? [Retain documentation of acknowledgement of trainings for a period of 7 years.]						
H	Have (or will have if/when applicable) Business Associate Agreements with subcontractors who create, receive, maintain, transmit, or access SFDPH's health information?						
I	Have (or will have if/when applicable) a diagram of how SFDPH data flows between your organization and subcontractors or vendors (including named users, access methods, on-premise data hosts, processing systems, etc.)?						

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

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

EXCEPTION(S) APPROVED by OCPA	Name (print)		Signature		Date	
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Attachment 3 to Appendix E

Protected Information Destruction Order
Purge Certification - Contract ID # 1000002671

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 04/01/2017 (“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

Signature

Title:

Date:

Contractor: **Project Open Hand**
Address: **730 Polk Street**
San Francisco, CA 94109

Contract ID #
1000002671

Invoice Number
A-2JUL25

Telephone: **415-447-2300**
Fax: **415-447-2490**

HHS

Contract Purchase Order No:

Funding Source:

GF

Department ID-Authority ID:

Project ID-Activity ID:

Program Name: **Food and Nutrition Services (GTZ)**

ACE Control #:

Invoice Period:

07/1/25 - 07/31/25

FINAL Invoice (check if Yes)

DELIVERABLES	TOTAL CONTRACTED		DELIVERED THIS PERIOD		DELIVERED TO DATE		% OF TOTAL		REMAINING DELIVERABLES	
	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC
Food Access for Underserved Clients - Delivered Meals	4,895	40							4,895	40
Food Access for Underserved Clients - Grocery Bags	707	40							707	40
Expand Capacity / Link, Track, and Follow up Client Referrals - Delivered Meals	14,291	80							14,291	80
Expand Capacity / Link, Track, and Follow up Client Referrals - Grocery Bags	2,287	80							2,287	80

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

APPENDIX F-2j
07/01/2026-03/31/2027
PAGE A

Contractor: Project Open Hand
Address: 730 Polk Street
San Francisco, CA 94109

Telephone: 415-447-2300
Fax: 415-447-2490

Contract ID #
1000002671

Invoice Number
A-2JUL26

Contract Purchase Order No: _____

Funding Source: _____ GF

Department ID-Authority ID: _____

Program Name: Food and Nutrition Services (GTZ)

Project ID-Activity ID: _____

ACE Control #: _____

Invoice Period: 07/1/26 - 07/31/26

FINAL Invoice _____ (check if Yes)

DELIVERABLES	TOTAL CONTRACTED		DELIVERED THIS PERIOD		DELIVERED TO DATE		% OF TOTAL		REMAINING DELIVERABLES	
	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC
Food Access for Underserved Clients - Delivered Meals	3,671	40							3,671	40
Food Access for Underserved Clients - Grocery Bags	530	40							530	40
Expand Capacity / Link, Track, and Follow up Client Referrals - Delivered Meals	10,718	80							10,718	80
Expand Capacity / Link, Track, and Follow up Client Referrals - Grocery Bags	1,715	80							1,715	80

	UDC	UDC	UDC	UDC	UDC
Unduplicated Clients for Appendix		120			120

EXPENDITURES	BUDGET		EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
Total Salaries (See Page B)	\$130,177					\$130,177.00
Fringe Benefits	\$49,596					\$49,596.00
Total Personnel Expenses	\$179,773					\$179,773.00
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)	\$61,338					\$61,338.00
General Operating -(e.g., Insurance, Staff Training, Equipment Rental/Maintenance)	\$28,276					\$28,276.00
Staff Travel - (e.g., Local & Out of Town)						
Consultant/Subcontractor						
Other - (Meals, Audit, Transportation Reimb, Stipends, Facilitators)						
Total Operating Expenses	\$89,614					\$89,614.00
Capital Expenditures						
TOTAL DIRECT EXPENSES	\$269,387					\$269,387.00
Indirect Expenses	\$23,782					\$23,782.00
TOTAL EXPENSES	\$293,169					\$293,169.00
LESS: Initial Payment Recovery						
Other Adjustments (Enter as negative, if appropriate)						
REIMBURSEMENT						

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 F-2j
07/01/2026-03/31/2027
PAGE B

FINAL Invoice ☐ (check if Yes)

DEPARTMENT OF PUBLIC HEALTH CONTRACTOR
MONTHLY DELIVERABLES AND COST REIMBURSEMENT INVOICEAPPENDIX F-3g
3/1/2025 - 2/28/2026
PAGE AContractor: Project Open Hand
Address: 730 Polk Street
San Francisco, CA 94109Telephone: 415-447-2300
Fax: 415-447-2490Contract ID #
1000002671Invoice Number
A-3MAR25

Contract Purchase Order No:

Funding Source: Part A Carryover

Department ID-Authority ID:

Program Name: Food and Nutrition Services

Project ID-Activity ID:

ACE Control #:

Invoice Period: 03/1/25 - 03/31/25

FINAL Invoice (check if Yes)

DELIVERABLES	TOTAL CONTRACTED		DELIVERED THIS PERIOD		DELIVERED TO DATE		% OF TOTAL		REMAINING DELIVERABLES	
	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC
Prepared Meals	13,743	182							13,743	182
Grocery Bags	3,283	235							3,283	235

	UDC	UDC	UDC	UDC	UDC
Unduplicated Clients for Appendix	235				235

EXPENDITURES	BUDGET	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
Total Salaries (See Page B)	\$123,735				\$123,735.00
Fringe Benefits	\$47,143				\$47,143.00
Total Personnel Expenses	\$170,878				\$170,878.00
Operating Expenses:					
Occupancy-(e.g., Rental of Property, Utilities, Building Maintenance Supplies and Repairs)	\$15,542				\$15,542.00
Materials and Supplies-(e.g., Office, Postage, Printing and Repro., Program Supplies)	\$90,077				\$90,077.00
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	\$105,619				\$105,619.00
Capital Expenditures					
TOTAL DIRECT EXPENSES	\$276,497				\$276,497.00
Indirect Expenses	\$23,503				\$23,503.00
TOTAL EXPENSES	\$300,000				\$300,000.00
LESS: Initial Payment Recovery			NOTES:		
Other Adjustments (Enter as negative, if appropriate)					
REIMBURSEMENT					

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: _____

FINAL Invoice ☐ (check if Yes)

Contractor: Project Open Hand
Address: 730 Polk Street
San Francisco, CA 94109

Contract ID #
1000002671

Invoice Number
A-3MAR25

Telephone: 415-447-2300
Fax: 415-447-2490

HHS

Contract Purchase Order No:

Program Name: Food and Nutrition Services

Funding Source: Part A MAI Carryover

ACE Control #:

Department ID-Authority ID:

Project ID-Activity ID:

Invoice Period: 03/1/25 - 03/31/25

FINAL Invoice (check if Yes)

DELIVERABLES	TOTAL CONTRACTED		DELIVERED THIS PERIOD		DELIVERED TO DATE		% OF TOTAL		REMAINING DELIVERABLES	
	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC
Prepared Meals	9,162	169							9,162	169
Grocery Bags	2,189	216							2,189	216

	UDC	UDC	UDC	UDC	UDC
Unduplicated Clients for Appendix	215				215

EXPENDITURES	BUDGET	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
Total Salaries (See Page B)	\$83,478				\$83,478.00
Fringe Benefits	\$31,805				\$31,805.00
Total Personnel Expenses	\$115,283				\$115,283.00
Operating Expenses:					
Occupancy-(e.g., Rental of Property, Utilities, Building Maintenance Supplies and Repairs)	\$9,016				\$9,016.00
Materials and Supplies-(e.g., Office, Postage, Printing and Repro., Program Supplies)	\$60,056				\$60,056.00
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	\$69,072				\$69,072.00
Capital Expenditures					
TOTAL DIRECT EXPENSES	\$184,355				\$184,355.00
Indirect Expenses	\$15,645				\$15,645.00
TOTAL EXPENSES	\$200,000				\$200,000.00
LESS: Initial Payment Recovery			NOTES:		
Other Adjustments (Enter as negative, if appropriate)					
REIMBURSEMENT					

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)

Contractor: Project Open Hand
Address: 730 Polk Street
San Francisco, CA 94109
Telephone: 415-447-2300
Fax: 415-447-2490
Program Name: Food and Nutrition Services
ACE Control #:
Invoice Number: A-3MAR25
Contract Purchase Order No:
Fund Source: Part A MAI Carryover
Department ID-Authority ID:
Project ID-Activity ID:
Invoice Period: 03/1/25 - 03/31/25
FINAL Invoice (check if Yes)

DETAIL PERSONNEL EXPENDITURES

Table with 7 columns: PERSONNEL, FTE, BUDGETED SALARY, EXPENSES THIS PERIOD, EXPENSES TO DATE, % OF BUDGET, REMAINING BALANCE. Rows include Wellness Prog Coord (Caseworker), Wellness Prog Coord (Caseworker), Director, Program Strategy and Design, and a TOTAL SALARIES row.

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

Certified By:
Title:
Date:

**UBLIC HEALTH CONTRACTOR
MONTHLY DELIVERABLES AND COST REIMBURSEMENT INVOICE**

APPENDIX F-3i
3/1/2026 - 2/28/2027
PAGE A

Contractor: Project Open Hand
Address: 730 Polk Street
San Francisco, CA 94109

Telephone: 415-447-2300
Fax: 415-447-2490

Program Name: Food and Nutrition Services

ACE Control #:

Contract ID #
1000002671

HHS

Invoice Number
A-3MAR26

Contract Purchase Order No:

Funding Source: Part A Carryover

Department ID-Authority ID:

Project ID-Activity ID:

Invoice Period: 03/1/26 - 03/31/26

FINAL Invoice ☐ (check if Yes)

DELIVERABLES	TOTAL CONTRACTED		DELIVERED THIS PERIOD		DELIVERED TO DATE		% OF TOTAL		REMAINING DELIVERABLES	
	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC
Prepared Meals	13,743	182							13,743	182
Grocery Bags	3,283	235							3,283	235

	UDC	UDC	UDC	UDC	UDC
Unduplicated Clients for Appendix	235				235

EXPENDITURES	BUDGET		EXPENSES THIS PERIOD		EXPENSES TO DATE		% OF BUDGET		REMAINING BALANCE	
Total Salaries (See Page B)	\$123,735								\$123,735.00	
Fringe Benefits	\$47,143								\$47,143.00	
Total Personnel Expenses	\$170,878								\$170,878.00	
Operating Expenses:										
Occupancy -(e.g., Rental of Property, Utilities, Building Maintenance Supplies and Repairs)	\$15,542								\$15,542.00	
Materials and Supplies -(e.g., Office, Postage, Printing and Repro., Program Supplies)	\$90,077								\$90,077.00	
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	\$105,619								\$105,619.00	
Capital Expenditures										
TOTAL DIRECT EXPENSES	\$276,497								\$276,497.00	
Indirect Expenses	\$23,503								\$23,503.00	
TOTAL EXPENSES	\$300,000								\$300,000.00	
LESS: Initial Payment Recovery										
Other Adjustments (Enter as negative, if appropriate)										
REIMBURSEMENT										

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 F-3i
3/1/2026 - 2/28/2027
PAGE B

Invoice Number
A-3MAR26

Contract Purchase Order No:

Fund Source: Part A Carryover

Department ID-Authority ID: Project ID-Activity ID:

Invoice Period: 03/1/26 - 03/31/26

FINAL Invoice ☐ (check if Yes)

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.

Date: _____

Title:

Contractor: Project Open Hand
Address: 730 Polk Street
San Francisco, CA 94109

Contract ID #
1000002671

Invoice Number
A-3MAR26

Telephone: 415-447-2300
Fax: 415-447-2490

HHS

Funding Source: Part A MAI Carryover

Program Name: Food and Nutrition Services

Contract Purchase Order No:

ACE Control #:

Department ID-Authority ID:

Project ID-Activity ID:

Invoice Period: 03/1/26 - 03/31/26

FINAL Invoice

(check if Yes)

DELIVERABLES	TOTAL CONTRACTED		DELIVERED THIS PERIOD		DELIVERED TO DATE		% OF TOTAL		REMAINING DELIVERABLES	
	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC
Prepared Meals	9,162	169							9,162	169
Grocery Bags	2,189	216							2,189	216

	UDC	UDC	UDC	UDC	UDC
Unduplicated Clients for Appendix	215				215

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Materials and Supplies-(e.g., Office, Postage, Printing and Repro., Program Supplies)	\$60,056				\$60,056.00
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	\$69,072				\$69,072.00
Capital Expenditures					
TOTAL DIRECT EXPENSES	\$184,355				\$184,355.00
Indirect Expenses	\$15,645				\$15,645.00
TOTAL EXPENSES	\$200,000				\$200,000.00
LESS: Initial Payment Recovery			NOTES:		
Other Adjustments (Enter as negative, if appropriate)					
REIMBURSEMENT					

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)

**SAN FRANCISCO DEPARTMENT OF PUBLIC HEALTH
THIRD PARTY COMPUTER SYSTEM ACCESS AGREEMENT
(SAA)**

TABLE OF CONTENTS

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Attachment 1 to SAA - System Specific Requirements

TERMS AND CONDITIONS

The following terms and conditions govern Third Party access to San Francisco Department of Public Health (“Department” and/or “City”) Computer Systems. Third Party access to Department Computer Systems and Department Confidential Information is predicated on compliance with the terms and conditions set forth herein.

SECTION 1 - “THIRD PARTY” CATEGORIES

1. **Third Party In General:** means an entity seeking to access a Department Computer System. Third Party includes, but is not limited to, Contractors (including but not limited to Contractor’s employees, agents, subcontractors), Researchers, and Grantees, as further defined below. Category-specific terms for Treatment Providers, Education Institutions, and Health Insurers are set forth Sections 4 through 6, herein.
2. **Treatment Provider:** means an entity seeking access to Department Computer Systems in order to obtain patient information necessary to provide patient treatment, billing, and healthcare operations, including access for Physician Practices, Hospitals, Long Term Care Facilities, and Nursing Homes.
3. **Education Institution:** means an entity seeking access to Department Computer Systems to support the training of its students while performing education activities at Department facilities.
4. **Health Insurer:** means an entity seeking access to provide health insurance or managed care services for Department patients.

SECTION 2 - DEFINITIONS

1. **“Agreement”** means an Agreement between the Third Party and Department that necessitates Third Party’s access to Department Computer System. Agreement includes, but is not limited to, clinical trial agreements, accreditation agreements, affiliation agreements, professional services agreements, no-cost memoranda of understanding, and insurance network agreements.
2. **“Department Computer System”** means an information technology system used to gather and store information, including Department Confidential Information, for the delivery of services to the Department.
3. **“Department Confidential Information”** means information contained in a Department Computer System, including identifiable protected health information (“PHI”) or personally identifiable information (“PII”) of Department patients.
4. **“Third Party”** and/or **“Contractor”** means a Third Party Treatment Provider, Education Institution, and/or Health Insurer, under contract with the City.
5. **“User”** means an individual who is being provided access to a Department Computer Systems on behalf of Third Party. Third Party Users include, but are not limited to, Third Party’s employees, students/trainees, agents, and subcontractors.

SECTION 3 – GENERAL REQUIREMENTS

1. **Third Party Staff Responsibility.** Third Party is responsible for its work force and each Third Party User’s compliance with these Third Party System Access Terms and Conditions.
2. **Limitations on Access.** User’s access shall be based on the specific roles assigned by Department to ensure that access to Department Computer Systems and Department Confidential Information is limited to the minimum necessary to perform under the Agreement.

3. **Qualified Personnel.** Third Party and Department (i.e., training and onboarding) shall ensure that Third Party Users are qualified to access a Department Computer System.

4. **Remote Access/Multifactor Authentication.** Department may permit Third Party Users to access a Department Computer System remotely. Third Party User shall use Department's multifactor authentication solution when accessing Department systems remotely or whenever prompted.

5. **Issuance of Unique Accounts.** Department will issue a unique user account for each User of a Department Computer System. Third Party User is permitted neither to share such credentials nor use another user's account.

6. **Appropriate Use.** Third Party is responsible for the appropriate use and safeguarding of credentials for Department Computer System access issued to Third Party Users. Third Party shall take the appropriate steps to ensure that their employees, agents, and subcontractors will not intentionally seek out, download, transfer, read, use, or disclose Department Confidential Information other than for the use category described in Section 1 – "Third Party" Categories.

7. **Notification of Change in Account Requirements.** Third Party shall promptly notify Department via Third Party's Report for DPH Service Desk (dph.helpdesk@sfdph.org) in the event that Third Party or a Third Party User no longer has a need to use Department Computer Systems(s), or if the Third Party User access requirements change. Such notification shall be made no later than one (1) business day after determination that use is no longer needed or that access requirements have changed.

8. **Assistance to Administer Accounts.** The Parties shall provide all reasonable assistance and information necessary for the other Party to administer the Third Party User accounts.

9. **Security Controls.** Third Party shall appropriately secure Third Party's computing infrastructure, including but not limited to computer equipment, mobile devices, software applications, and networks, using industry standard tools to reduce the threat that an unauthorized individual could use Third Party's computing infrastructure to gain unauthorized access to a Department Computer System. Third Party shall also take commercially reasonable measures to protect its computing infrastructure against intrusions, viruses, worms, ransomware, or other disabling codes. General security controls include, but are not limited to:

a **Password Policy.** All users must be issued a unique username for accessing City Data. Third Party must maintain a password policy based on information security best practices as required by 45 CFR § 164.308 and described in NIST Special Publication 800-63B.

b **Workstation/Laptop Encryption.** All Third Party-owned or managed workstations, laptops, tablets, smart phones, and similar devices that access a Department Computer System must be configured with full disk encryption using a FIPS 140-2 certified algorithm.

c **Endpoint Protection Tools.** All Third Party-owned or managed workstations, laptops, tablets, smart phones, and similar devices that access a Department Computer System must maintain a current installation of comprehensive anti-virus, anti-malware, anti-ransomware, desktop firewall, and intrusion prevention software with automatic updates scheduled at least daily.

d **Patch Management.** To correct known security vulnerabilities, Third Party shall install security patches and updates in a timely manner on all Third Party-owned workstations, laptops, tablets, smart phones, and similar devices that access Department Computer Systems based on Third Party's risk assessment of such patches and updates, the technical requirements of Third Party's computer systems, and the vendor's written recommendations. If patches and

updates cannot be applied in a timely manner due to hardware or software constraints, mitigating controls must be implemented based upon the results of a risk assessment.

e **Mobile Device Management.** Third Party shall ensure both corporate-owned and personally owned mobile devices have Mobile Device Management (MDM) installed. Given the prevalence of restricted data in Third Party's environment, all mobile devices used for Third Party's business must be encrypted. This applies to both corporate-owned and privately-owned mobile devices. At a minimum, the MDM should: Enforce an entity's security policies and perform real-time compliance checking and reporting; Enforce strong passwords/passcodes for access to mobile devices; Perform on-demand remote wipe if a mobile device is lost or stolen; Mandate device encryption.

10. **Auditing Accounts Issued.** Department reserves the right to audit the issuance and use of Third Party User accounts. To the extent that Department provides Third Party with access to tools or reports to audit what Department Confidential Information a Third Party User has accessed on a Department Computer System, Third Party must perform audits on a regular basis to determine if a Third Party User has inappropriately accessed Department Confidential Information.

11. **Assistance with Investigations.** Third Party must provide all assistance and information reasonably necessary for Department to investigate any suspected inappropriate use of a Department Computer Systems or access to Department Confidential Information. The Department may terminate a Third Party' User's access to a Department Computer System following a determination of inappropriate use of a Department Computer System.

12. **Inappropriate Access, Failure to Comply.** If Third Party suspects that a Third Party User has inappropriately accessed a Department Computer System or Department Confidential Information, Third Party must immediately, and within no more than one (1) business day, notify Department.

13. **Policies and Training.** Third Party must develop and implement appropriate policies and procedures to comply with applicable privacy, security and compliance rules and regulations. Third Party shall provide appropriate training to Third Party Users on such policies. Access will only be provided to Third Party Users once all required training is completed.

14. **Third Party Data User Confidentiality Agreement.** Before Department Computer System access is granted, as part of Department's compliance, privacy, and security training, each Third Party User must complete Department's individual user confidentiality, data security and electronic signature agreement form. The agreement must be renewed annually.

15. **Corrective Action.** Third Party shall take corrective action upon determining that a Third Party User may have violated these Third Party System Access Terms and Conditions.

16. **No Technical or Administrative Support.** Except as provided herein or otherwise agreed, the Department will provide no technical or administrative support to Third Party or Third Party User(s) for Department Computer System access; provided, however, that the foregoing does not apply to technical or administrative support necessary to fulfill Third Party's contractual and/or legal obligations, or as required to comply with the terms of this Agreement.

SECTION 4 – ADDITIONAL REQUIREMENTS FOR TREATMENT PROVIDERS

1. **Permitted Access, Use and Disclosure.** Treatment Providers and Treatment Provider Users shall access Department Confidential Information of a patient/client in accordance with applicable privacy rules and data protection laws. Requests to obtain data for research purposes require approval from an Institutional Review Board (IRB).

2. **Redisclosure Prohibition.** Treatment Providers may not redisclose Department Confidential Information, except as otherwise permitted by law.

3. **HIPAA Security Rule.** Under the HIPAA Security Rule, Treatment Providers must implement safeguards to ensure appropriate protection of protected/electronic health information (PHI/EHI), including but not limited to the following:

- a) Ensure the confidentiality, integrity, and security of all PHI/EHI they create, receive, maintain or transmit when using Department Computer Systems;
- b) Identify and protect against reasonably anticipated threats to the security or integrity of the information;
- c) Protect against reasonably anticipated, impermissible uses or disclosures; and
- d) Ensure compliance by their workforce.

SECTION 5 – ADDITIONAL REQUIREMENTS FOR EDUCATION/TEACHING INSTITUTIONS

1. **Education Institution is Responsible for its Users.** Education Institutions shall inform Education Institution Users (including students, staff, and faculty) of their duty to comply with the terms and conditions herein. Department shall ensure that all Education Institution Users granted access to a Department Computer System shall first successfully complete Department's standard staff training for privacy and compliance, information security and awareness, and software-application specific training before being provided User accounts and access to Department Computer Systems.

2. **Tracking of Training and Agreements.** Department shall maintain evidence of all Education Institution Users (including students, staff, and faculty) having successfully completed Department's standard staff training for privacy and compliance and information security and awareness. Such evidence shall be maintained for a period of five (5) years from the date of graduation or termination of the Third Party User's access.

SECTION 6 – ADDITIONAL REQUIREMENTS FOR HEALTH INSURERS

1. **Permitted Access, Use and Disclosure.** Health Insurers and Health Insurer Users may access Department Confidential Information only as necessary for payment processing and audits, including but not limited to quality assurance activities, wellness activities, care planning activities, and scheduling.

2. **Member / Patient Authorization.** Before accessing, using, or further disclosing Department Confidential Information, Health Insurers must secure all necessary written authorizations from the patient / member or such individuals who have medical decision-making authority for the patient / member.

SECTION 7 - DEPARTMENT'S RIGHTS

1. **Periodic Reviews.** Department reserves the right to perform regular audits to determine if a Third Party's access to Department Computer Systems complies with these terms and conditions.

2. **Revocation of Accounts for Lack of Use.** Department may revoke any account if it is not used for a period of ninety (90) days.

3. **Revocation of Access for Cause.** Department and Third Party reserves the right to suspend or terminate a Third Party User's access to Department Computer Systems at any time for cause, i.e., the Parties determined that a Third-Party User has violated the terms of this Agreement and/or Applicable law.

4. **Third Party Responsibility for Cost.** Each Third Party is responsible for its own costs incurred in connection with this Agreement or accessing Department Computer Systems.

SECTION 8 - DATA BREACH; LOSS OF CITY DATA.

1. **Data Breach Discovery.** Following Third Party's discovery of a breach of City Data disclosed to Third Party pursuant to this Agreement, Third Party shall notify City in accordance with applicable laws. Third Party shall:

- i. mitigate, to the extent practicable, any risks or damages involved with the breach or security incident and to protect the operating environment; and
- ii. comply with any requirements of federal and state laws as applicable to Third Party pertaining to the breach of City Data.

2. **Investigation of Breach and Security Incidents.** To the extent a breach or security system is identified within Third Party's System that involves City Data provided under this Agreement, Third Party shall investigate such breach or security incident. For the avoidance of doubt, City shall investigate any breach or security incident identified within the City's Data System. To the extent of Third Party discovery of information that relates to the breach or security incident of City Data, Third Party User shall inform the City of:

- i. the City Data believed to have been the subject of breach;
- ii. a description of the unauthorized persons known or reasonably believed to have improperly used, accessed or acquired the City Data;
- iii. to the extent known, a description of where the City Data is believed to have been improperly used or disclosed; and
- iv. to the extent known, a description of the probable and proximate causes of the breach or security incident;

3. **Written Report.** To the extent a breach is identified within Third Party's System, Third Party shall provide a written report of the investigation to the City as soon as practicable; provided, however, that the report shall not include any information protected under the attorney-client privileged, attorney-work product, peer review laws, and/or other applicable privileges. The report shall include, but not be limited to, the information specified above, as well as information on measures to mitigate the breach or security incident.

4. **Notification to Individuals.** If notification to individuals whose information was breached is required under state or federal law, Third Party shall cooperate with and assist City in its notification (including substitute notification) to the individuals affected by the breach

5. **Sample Notification to Individuals.** If notification to individuals is required, Third Party shall cooperate with and assist City in its submission of a sample copy of the notification to the Attorney General.

6. **Media Communications.** The Parties shall together determine any communications related to a Data Breach.

7. **Protected Health Information.** Third Party and its subcontractors, agents, and employees shall comply with all federal and state laws regarding the transmission, storage and protection of all PHI disclosed to Third Party by City. 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 PHI given to Third Party by City, Third Party shall indemnify City for the amount of such fine or penalties or damages, including costs of notification, but only in proportion to and to the extent that such fine, penalty or damages are caused by or result from the impermissible acts or omissions of Third Party. This section does not apply to the extent fines or penalties or damages were caused by the City or its officers, agents, subcontractors or employees.

**A. Attachment 1 to SAA
System Specific Requirements**

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

A. Department Care Link Requirements:

1. Connectivity.
 - a) Third Party must obtain and maintain an Internet connection and equipment in accordance with specifications provided by Epic and/or Department. Technical equipment and software specifications for accessing Department Care Link may change over time. Third Party is responsible for all associated costs. Third Party shall ensure that Third Party Data Users access the System only through equipment owned or leased and maintained by Third Party.
2. Compliance with Epic Terms and Conditions.
 - a) Third Party 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 Department Care Link application, and each Data User will need to agree to them electronically upon first sign-in before accessing Department 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 Department Epic through Epic Hyperspace the following terms shall apply:

B. Department Epic Hyperspace:

1. Connectivity.
 - a) Third Party must obtain and maintain an Internet connection and required equipment in accordance with specifications provided by Epic and Department. Technical equipment and software specifications for accessing Department Epic Hyperspace will change over time. You may request a copy of required browser, system, and connection requirements from the Department IT division. Third Party is responsible for all associated costs. Third Party shall ensure that Third Party Data Users access the System in accordance with the terms of this agreement.
2. Application For Access and Compliance with Epic Terms and Conditions.
 - a) Prior to entering into agreement with Department to access Department Epic Hyperspace, Third Party 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 notifies Department, in writing, of Third Party's permissions to access Department Epic Hyperspace

prior to completing this agreement. Third Party will at all times access and use the system strictly in accordance with the Epic Terms and Conditions.

III. For Access to Department myAvatar the following terms shall apply:

A. Department myAvatar

1. Connectivity.

- a. Third Party must obtain an Internet connection and required equipment in accordance with specifications provided by Department. Technical equipment and software specifications for accessing Department myAvatar will change over time. You may request a copy of required browser, system, and connection requirements from the Department IT division. Third Party is responsible for all associated costs. Third Party shall ensure that Third Party Data Users access the System only through equipment owned or leased and maintained by Third Party.

2. Information Technology (IT) Support.

- a. Third Party 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. Applicants must complete the myAvatar Account Request Form found at
https://www.sfdph.org/dph/files/CBHSDocs/BHISdocs/UserDoc/Avatar_Account_Request_Form.pdf
- c. All licensed, waived, registered and/or certified providers must complete the Department credentialing process in accordance with the DHCS MHSUDS Information Notice #18-019.

I. For Access to Department Epic through OutReach

A. Department OutReach Requirements:

1. Connectivity.

- d) Third Party Responsibility: The Third Party is required to obtain and maintain an active internet connection and necessary equipment in compliance with the specifications provided by both Epic and the Department.
- d) Technical Equipment Changes: The specifications for accessing OutReach may be updated over time. Third Party must ensure their equipment and software align with these specifications and bear any related costs.
- d) Equipment Ownership: Access to the system by Third Party Data Users must occur exclusively through equipment owned, leased, and maintained by the Third Party.
- d) Equipment Purchase: Compatible equipment required for use with OutReach is the responsibility of the Third Party.

2. Compliance with Epic Terms and Conditions

- a) Obligations: The Third Party will access and use the system strictly according to Epic's Terms and Conditions. Data Users must electronically accept these terms during their initial login to OutReach.

3. Epic-Provided Terms and Conditions

- a) Usage Rules: Basic rules are provided by Epic that apply when using the Epic OutReach account. These include:

- a. Purpose of Use: Access to Epic OutReach is intended to facilitate care for shared patients, manage referral data, or further legitimate business interests with respect to data from an Epic customer's system.
- b. Restrictions: Users are prohibited from using Epic OutReach to develop similar software to EpicCare Link. Additionally, account information must not be shared with individuals outside the organization.