

File No. 240738

Committee Item No. 12

Board Item No. _____

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee: Budget and Finance Committee Date July 24, 2024

Board of Supervisors Meeting Date _____

Cmte Board

<input type="checkbox"/>	<input type="checkbox"/>	Motion
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Resolution
<input type="checkbox"/>	<input type="checkbox"/>	Ordinance
<input type="checkbox"/>	<input type="checkbox"/>	Legislative Digest
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Budget and Legislative Analyst Report
<input type="checkbox"/>	<input type="checkbox"/>	Youth Commission Report
<input type="checkbox"/>	<input type="checkbox"/>	Introduction Form
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Department/Agency Cover Letter and/or Report
<input type="checkbox"/>	<input type="checkbox"/>	MOU
<input type="checkbox"/>	<input type="checkbox"/>	Grant Information Form
<input type="checkbox"/>	<input type="checkbox"/>	Grant Budget
<input type="checkbox"/>	<input type="checkbox"/>	Subcontract Budget
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Contract/Agreement
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Form 126 – Ethics Commission
<input type="checkbox"/>	<input type="checkbox"/>	Award Letter
<input type="checkbox"/>	<input type="checkbox"/>	Application
<input type="checkbox"/>	<input type="checkbox"/>	Public Correspondence

OTHER (Use back side if additional space is needed)

<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>Original Agreement 3/1/2018</u>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>Amendment No. 1 4/1/2019</u>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>Amendment No. 2 1/1/2022</u>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>DPH Presentation 7/24/2024</u>
<input type="checkbox"/>	<input type="checkbox"/>	_____
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Completed by: Brent Jalipa Date July 18, 2024

Completed by: Brent Jalipa Date _____

1 [Contract Amendment - Positive Resource Center - Emergency Financial Services - Not to
2 Exceed \$15,359,513]

3 **Resolution approving Amendment No. 3 to the agreement between Positive Resource**
4 **Center and the Department of Public Health (DPH), for emergency financial services; to**
5 **increase the agreement by \$5,365,891 for an amount not to exceed \$15,359,513; to**
6 **extend the term by two years, from February 28, 2026, for a total agreement term of**
7 **March 1, 2018, through February 29, 2028; and to authorize DPH to enter into**
8 **amendments or modifications to the contract prior to its final execution by all parties**
9 **that do not materially increase the obligations or liabilities to the City and are**
10 **necessary to effectuate the purposes of the contract or this Resolution.**

11
12 WHEREAS, The Department of Public Health (DPH) selected Positive Resource
13 Center to provide emergency financial assistance grants for housing, utility bills, medical
14 expenses, and eviction prevention grants through a Request for Proposals process, RFP 44-
15 2017, issued on November 21, 2017; and

16 WHEREAS, DPH entered into an agreement with Positive Resource Center on March
17 1, 2018, to provide these services for four years, with the term of March 1, 2018, through
18 February 28, 2022, for an amount not to exceed \$4,404,297; and

19 WHEREAS, DPH amended the agreement between DPH and Positive Resource
20 Center on April 1, 2019, to increase the amount by \$1,314,693, for an amount not to exceed
21 \$5,718,990; and

22 WHEREAS, DPH amended the agreement between DPH and Positive Resource
23 Center on January 1, 2022, to extend the term by four years from March 1, 2018, through
24 February 28, 2026, and increase the amount by \$4,274,632, for an amount not to exceed
25 \$9,993,622; and

1 WHEREAS, DPH wishes to amend the agreement to continue providing emergency
2 financial services by extending the term by two years from February 28, 2026, through
3 February 29, 2028, and increasing the amount by \$5,365,891 for a total contract amount not
4 to exceed \$15,359,513 and for a total agreement term of March 1, 2018, through February 29,
5 2028; and

6 WHEREAS, Section 9.118 of the San Francisco Charter requires approval of the Board
7 of Supervisors for contracts requiring anticipated expenditures exceeding \$10 million; now,
8 therefore, be it

9 RESOLVED, That the Board of Supervisors hereby authorizes the Director of Public
10 Health and the Director of the Office of Contract Administration/Purchaser, on behalf of the
11 City and County of San Francisco, to execute Amendment No. 3 to the agreement with
12 Positive Resource Center for emergency financial services increasing the amount by
13 \$5,365,891, for a total contract amount not to exceed \$15,359,513, and for a total agreement
14 term of March 1, 2018, through February 29, 2028; and, be it

15 FURTHER RESOLVED, That the Board of Supervisors authorizes the Department of
16 Public Health to enter into any amendments or modifications to the contract, prior to its final
17 execution by all parties, that the Department determines, in consultation with the City
18 Attorney, are in the best interests of the City, do not otherwise materially increase the
19 obligations or liabilities of the City, are necessary or advisable to effectuate the purposes of
20 the contract, and are in compliance with all applicable laws; and, be it

21 FURTHER RESOLVED, That within thirty (30) days of the contract being fully executed
22 by all parties, the Director of Health and/or the Director of the Office of Contract
23 Administration/Purchaser shall provide the final contracts to the Clerk of the Board for inclusion
24 into the official File No. 240738.

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Item 12 File 24-0738	Department: Department of Public Health (DPH)
EXECUTIVE SUMMARY	
<p style="text-align: center;">Legislative Objectives</p> <ul style="list-style-type: none"> The proposed resolution would approve Amendment No. 3 to the emergency financial services contract between the Department of Public Health (DPH) and Positive Resource Center, extending the term by two years through February 2028, and increasing the not-to-exceed amount of the contract by \$5,365,891, for a total not to exceed \$15,359,513. <p style="text-align: center;">Key Points</p> <ul style="list-style-type: none"> In November 2017, DPH issued a Request for Proposals (RFP) for HIV emergency financial assistance providers. Positive Resource Center was the only proposer and was deemed to meet the minimum requirements in the RFP and was awarded a contract. The contract has since been amended twice, for an amount not to exceed \$9,993,622. Under the contract, Positive Resource Center provides emergency financial assistance grants to low-income individuals with HIV or AIDS. Grants may be used for housing, utility bills, and medical expenses and are typically limited to \$700 per client per fiscal year. Clients facing imminent eviction may also receive Eviction Protection grants up to \$1,100 per fiscal year. Positive Resource Center provides case management to clients, verifies program eligibility, and distributes grants to clients. The program serves approximately 724 unduplicated clients per year, and the contract funds approximately 2.4 full-time equivalent (FTE) employees. <p style="text-align: center;">Fiscal Impact</p> <ul style="list-style-type: none"> The proposed Amendment No. 3 would increase the not-to-exceed amount of the Positive Resource Center contract by \$5,365,891, for a total not to exceed \$15,359,513. Expenditures over the remaining four years of the contract would be funded approximately 65 percent by Federal funds and 35 percent by the City's General Fund. <p style="text-align: center;">Recommendation</p> <ul style="list-style-type: none"> Approve the proposed resolution. 	

MANDATE STATEMENT

City Charter Section 9.118(b) states that any contract entered into by a department, board or commission that (1) has a term of more than ten years, (2) requires expenditures of \$10 million or more, or (3) requires a modification of more than \$500,000 is subject to Board of Supervisors approval.

BACKGROUND

In November 2017, the Department of Public Health (DPH) issued a Request for Proposals (RFP) for HIV emergency financial assistance providers. Positive Resource Center was the only proposer and was deemed to meet the minimum requirements in the RFP and was awarded a contract.

In March 2018, DPH executed a contract with Positive Resource Center for a term of four years from March 2018 through February 2022, with six 1-year terms to extend through February 2028, and an amount not to exceed \$4,404,297. In April 2019, DPH executed Amendment No. 1 to the contract, increasing the not-to-exceed amount to \$5,718,990, with no change to the contract term. In January 2022, DPH executed Amendment No. 2 to the contract, extending the term by four years through February 2026, and increasing the not-to-exceed amount to \$9,993,622. DPH and Positive Resource Center have agreed to extend the contract through February 2028.

DETAILS OF PROPOSED LEGISLATION

The proposed resolution would approve Amendment No. 3 to the emergency financial services contract between DPH and Positive Resource Center, extending the term by two years through February 2028, and increasing the not-to-exceed amount of the contract by \$5,365,891, for a total not to exceed \$15,359,513. The resolution also authorizes DPH to make further immaterial amendments to the lease.

Scope of Services

Under the contract, Positive Resource Center provides emergency financial assistance grants to low-income individuals with HIV or AIDS. Grants may be used for housing, utility bills, and medical expenses and are typically limited to \$700 per client per fiscal year. Clients facing imminent eviction may also receive Eviction Protection grants up to \$1,100 per fiscal year. Positive Resource Center provides case management to clients, verifies program eligibility, and distributes grants to clients. The program serves approximately 724 unduplicated clients per year, and the contract funds approximately 2.4 full-time equivalent (FTE) employees.¹

Performance and Fiscal Monitoring

Program monitoring for the period of March 2022 through February 2023 found that Positive Resource Center met 80 percent of contracted performance objectives and 97 percent of units of service. No corrective action plans were identified. According to Michelle Ruggels, DPH

¹ The client count and grant budget information provided by DPH does not match the information in the draft amendment. We are attempting to obtain additional information from DPH in advance of the July 24, 2024 Budget and Finance Committee meeting.

Business Office Director, performance monitoring for the period of March 2023 through February 2024 is expected to be completed by August 31, 2024.

DPH staff reviewed Positive Resource Center's financial documents as part of the FY 2023-24 Citywide Fiscal and Compliance Monitoring program and identified no findings.

FISCAL IMPACT

The proposed Amendment No. 3 would increase the not-to-exceed amount of the Positive Resource Center contract by \$5,365,891, for a total not to exceed \$15,359,513. Actual and projected contract expenditures are shown in Exhibit 1 below.

Exhibit 1: Actual and Projected Contract Expenditures

Expenditures	Amount
Actual Expenditures (through FY 2023-24)	\$9,182,504
FY 2024-25 (Projected)	1,396,530
FY 2025-26 (Projected)	1,408,312
FY 2026-27 (Projected)	1,420,447
FY 2027-28 (Projected)	1,269,898
<i>Subtotal – Projected Expenditures</i>	<i>\$5,515,187</i>
Contingency (12% of Projected Expenditures)	661,822
Total Not to Exceed	\$15,359,513

Source: DPH

A breakdown of FY 2024-25 contract expenditures is shown in Exhibit 2 below.

Exhibit 2: Breakdown of FY 2024-25 Contract Expenditures

Expenditures	Amount
Salaries	\$195,198
Employee Benefits	45,052
Operating Expenses	1,022,172
<i>Subtotal – Direct Costs</i>	<i>\$1,262,422</i>
Indirect Costs (9.6%)	134,108
Total Expenditures	\$1,396,530

Source: Proposed Contract Amendment

Of the \$1,022,172 in Operating Costs, approximately \$900,836 in expenditures are pass-through grants for clients. Of the total FY 2024-25 expenditures, approximately 65 percent are pass-through grants for clients and approximately 35 percent are for Positive Resource Center costs, such as salaries, benefits, rent, and administrative overhead costs.

Expenditures over the remaining four years of the contract would be funded approximately 65 percent by Federal funds and 35 percent by the City's General Fund.

RECOMMENDATION

Approve the proposed resolution.

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

Third Amendment

THIS **THIRD** AMENDMENT (“Amendment”) is made as of **June 1st, 2024**, in San Francisco, California, by and between **POSITIVE RESOURCE CENTER** (“Contractor”), and the City and County of San Francisco, a municipal corporation (“City”), acting by and through its Director of the Office of Contract Administration.

Recitals

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

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

WHEREAS, Contractor was competitively selected pursuant to a Request for Proposals entitled **RFP 44-2017 issued on November 21, 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 because funding source includes federal grant 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** in the amount of **\$450,000,000** for the period commencing **07/01/2008** and ending **Continuous**; and

WHEREAS, this Amendment is consistent with an approval obtained from the City’s Board of Supervisors under Resolution# _____ approved on _____ in the amount of **\$15,359,513** for the period commencing **03/01/2018** and ending **02/29/2028**; 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 **March 1st, 2018 (CID# 1000009024)** between Contractor and City, as amended by the:

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

Second Amendment, dated January 1st, 2022 (CID# 1000009024).

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 Article 2 Term of the Agreement of the Second Amendment currently reads as follows:

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

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

Option 1: 03/01/2022 – 02/28/2023 Exercised

Option 2: 03/01/2023 – 02/29/2024 Exercised

Option 3: 03/01/2024 – 02/28/2025 Exercised

Option 4: 03/01/2025 – 02/28/2026 Exercised

Option 5: 03/01/2026 – 02/28/2027

Option 6: 03/01/2027 – 02/29/2028

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

2.1 **Term.** The term of this Agreement shall commence on **March 1, 2018** and expire on **February 29, 2028**, unless earlier terminated as otherwise provided herein.

2.2 **Options to Renew.** City has the option to renew the Agreement for a period of **2 (two) years**. City may exercise this option at City's sole and absolute discretion by modifying this Agreement as provided in Section 11.5, "Modification of this Agreement." Extensions may be for the whole or partial period provided for above.

Option 1: 03/01/2022 – 02/28/2023 Exercised

Option 2: 03/01/2023 – 02/29/2024 Exercised

Option 3: 03/01/2024 – 02/28/2025 Exercised

Option 4: 03/01/2025 – 02/28/2026 Exercised

Option 5: 03/01/2026 – 02/28/2027 Exercised

Option 6: 03/01/2027 – 02/29/2028 Exercised

2.2 Section 3.3.1 Payment of the Second Amendment currently reads as follows:

3.3 Compensation.

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

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 **Fifteen Million Three Hundred Fifty-Nine Thousand Five Hundred Thirteen Dollars (\$15,359,513)**, 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.

2.3 **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.

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

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

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

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

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

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

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

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

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

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

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

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

2.16 **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.

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

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

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

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

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

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

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

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

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

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

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

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

2.29 **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

3.1 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.

3.2 Section 12.3 Prevention of Fraud, Waste and Abuse. *The following section is hereby added and incorporated in Article 12 of the Agreement:*

12.3 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.

3.3 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:

Grant Colfax, MD
Director of Health
Department of Public Health

Approved as to Form:

David Chiu
City Attorney

By: _____
Deputy City Attorney

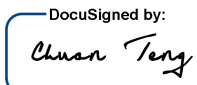
Approved:

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

By: _____

CONTRACTOR

POSITIVE RESOURCE CENTER

DocuSigned by:


Chuan Teng 6/12/2024 | 8:45 PM PDT
Chief Executive Officer

170 9th Street
San Francisco, CA 94103

City Supplier number: 0000012999

Appendix B Calculation of Charges

1. Method of Payment

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

2. Program Budgets and Final Invoice

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

Budget Summary

Appendix B-1, B-1.1, B-1.2, B-1.3, B-1a, B-1a.1, B-1a.2,
B-1a.3, B-1b, B-1b.1, B-1b.2, B-1b.3, B-1b.4, B-1c, B-1c.1,
B-1c.2, B-1d, B-1d.1, B-1d.2, B-1e, B-1e.1, B-1e.2, B-1f, B-1f.1
B-1f.2, B-1g, B-1g.1, B-1g.2, B-1h, B-1h.1, B-1h.2, B-1i, B-1i.1
B-1i.2

Appendix B-2, B-2a, B-2b

AIDS Emergency Fund Program

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

B. Contractor understands that, of the maximum dollar obligation listed in section 3.3.1 of this Agreement, **\$661,822** is included as a contingency amount and is neither to be used in Program Budgets attached to this Appendix, or available to Contractor without a modification to this Agreement executed in the same manner as this Agreement or a revision to the Program Budgets of Appendix B, which has been approved by Contract Administrator. Contractor further understands that no payment of any portion of this contingency amount will be made unless and until such modification or budget revision has been fully approved and executed in accordance with applicable City and Department of Public Health laws, regulations and policies/procedures and certification as to the availability of funds by Controller. Contractor agrees to fully comply with these laws, regulations, and policies/procedures.

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

	<u>Term</u>	<u>Funding Source</u>	<u>Amount</u>
Original Agreement	03/01/18 – 02/28/19	Ryan White Part A	\$983,102
Original Agreement	03/01/19 – 02/29/20	Ryan White Part A	\$983,102
Original Agreement	03/01/20 – 02/28/21	Ryan White Part A	\$983,102
Original Agreement	03/01/21 – 02/28/22	Ryan White Part A	\$983,102

Revision to Program Budgets #1	10/01/18 – 02/28/19	Ryan White Part A	\$230,000
Revision to Program Budgets #1	09/30/18 – 09/29/19	SAM/State	\$158,665
Amendment #1	07/01/18 – 06/30/19	General Fund	\$120,000
Amendment #1	03/01/19 – 02/28/22	Federal Grant TBD	\$825,000
Revision to Program Budgets #2	09/30/18 – 09/29/19	SAM/State	\$141,466
Revision to Program Budgets #2	03/01/19 – 02/28/22	Federal Grant TBD	\$-141,466
Revision to Program Budgets #3	03/01/19 – 02/29/20	Ryan White Part A	\$21,562
Revision to Program Budgets #3	04/01/19 – 03/31/20	SAM/State	\$164,867
Revision to Program Budgets #3	10/01/19 – 02/29/20	Ryan White Part A	\$160,000
Revision to Program Budgets #3	03/01/20 – 02/28/21	Ryan White Part A	\$21,562
Revision to Program Budgets #3	03/01/21 – 02/28/22	Ryan White Part A	\$21,562
Revision to Program Budgets #3	03/01/19 – 02/28/22	Federal Grant TBD	\$-389,553
Revision to Program Budgets #4	03/01/2020 – 06/30/2020	General Fund	\$226,000
Revision to Program Budgets #4	03/01/2020 – 06/30/2020	Federal Grant TBD	\$-226,000
Revision to Program Budgets #5	04/01/2020 – 03/31/2021	Ryan White Part A	\$55,000
Revision to Program Budgets #5	04/01/2020 – 03/31/2021	Ryan White Part A	\$2,360
Revision to Program Budgets #5	04/01/2020 – 03/31/2021	Federal Grant TBD	\$-57,360
Revision to Program Budgets #6	08/01/2020 – 02/28/2021	Ryan White Part A	\$180,000
Revision to Program Budgets #6	08/01/2020 – 02/28/2021	Federal Grant TBD	\$-10,621
Revision to Program Budgets #7	04/01/2020 – 03/31/2021	Ryan White Part A	\$75,000
Revision to Program Budgets #8	03/01/2019 – 02/29/2020	Ryan White Part A	-\$131,807
Revision to Program Budgets #8	01/01/2021 – 06/30/2021	General Fund	\$180,000
Revision to Program Budgets #8	03/01/2021 – 06/30/2021	General Fund	\$100,000
Amendment #2	03/01/2021 – 02/28/2022	RWPA	-\$318,029
Amendment #2	03/01/2021 – 02/28/2022	RWPA	\$126,764
Amendment #2	07/01/2021 – 06/30/2022	GF	\$244,233
Amendment #2	07/01/2021 – 06/30/2022	GF	\$350,000
Amendment #2	03/01/2022 – 02/28/2023	RWPA	\$686,635
Amendment #2	07/01/2022 – 06/30/2023	GF	\$350,000
Amendment #2	03/01/2023 – 02/29/2024	RWPA	\$686,635
Amendment #2	07/01/2023 – 06/30/2024	GF	\$350,000
Amendment #2	03/01/2024 – 02/28/2025	RWPA	\$686,635
Amendment #2	07/01/2024 – 06/30/2025	GF	\$350,000
Amendment #2	03/01/2021 – 02/28/2026	TBD	\$250,000
Revision to Program Budgets #9	03/01/2021 – 02/28/2026	TBD	-\$160,000
Revision to Program Budgets #9	07/01/2021 – 06/30/2022	GF	\$160,000
Revision to Program Budgets #10	03/01/2021 – 02/28/2026	TBD	-\$90,000
Revision to Program Budgets #10	07/01/2021 – 06/30/2022	GF	-\$149,858
Revision to Program Budgets #10	07/01/2022 – 06/30/2023	GF	\$149,858
Revision to Program Budgets #10	03/01/2022 – 02/28/2023	RWPA	\$17,166
Revision to Program Budgets #10	03/01/2022 – 02/28/2023	RWPA	\$162,792

Revision to Program Budgets #10	07/01/2022 – 06/30/2023	GF	\$14,000
Revision to Program Budgets #10	03/01/2023 – 02/29/2024	RWPA	\$17,166
Revision to Program Budgets #10	07/01/2023 – 06/30/2024	GF	\$14,000
Revision to Program Budgets #10	03/01/2024 – 02/28/2025	RWPA	\$17,166
Revision to Program Budgets #10	07/01/2024 – 06/30/2025	GF	\$14,000
Revision to Program Budgets #11	03/01/2022 – 02/28/2023	RWPA	\$30,000
Revision to Program Budget #12	03/01/2022 – 02/28/2023	RWPA	-\$14,068
Revision to Program Budget #12	03/01/2022 – 02/28/2023	RWPA	-\$13,824
Revision to Program Budget #12	07/01/2022 – 06/30/2023	GF	-\$8,519
Revision to Program Budget #12	03/01/2023 – 02/29/2024	RWPA	\$33,431
Revision to Program Budget #12	03/01/2023 – 02/29/2024	RWPA	\$318,187
Revision to Program Budget #12	07/01/2023 – 06/30/2024	GF	\$317,290
Revision to Program Budget #12	07/01/2024 – 06/30/2025	GF	-\$364,000
Revision to Program Budget #12	07/01/2024 – 06/30/2025	TBD	\$107,317
Amendment #3	07/01/2024 – 06/30/2025	TBD	-\$107,317
Amendment #3	07/01/2024 – 06/30/2025	GF	\$392,729
Amendment #3	03/01/2024 – 02/28/2025	RWPA	\$300,000
Amendment #3	03/01/2025 – 02/28/2026	RWPA	\$703,801
Amendment #3	07/01/2025 – 06/30/2026	GF	\$404,511
Amendment #3	03/01/2025 – 02/28/2026	RWPA	\$300,000
Amendment #3	03/01/2026 – 02/28/2027	RWPA	\$703,801
Amendment #3	07/01/2026 – 06/30/2027	GF	\$416,646
Amendment #3	03/01/2026 – 02/28/2027	RWPA	\$300,000
Amendment #3	03/01/2027 – 02/29/2028	RWPA	\$703,801
Amendment #3	07/01/2027 – 02/29/2028	GF	\$286,097
Amendment #3	03/01/2027 – 02/29/2028	RWPA	\$300,000
Total Award			\$14,697,691
Contingency for 03/01/2024 – 02/29/2028			<u>\$661,822</u>
(This equals the total NTE)Total			\$15,359,513

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

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q
1																	
2	CID# 1000009024		Prepared By: Jim Wegman (jim.wegman@prcsf.org, 415-972-0804)														Appendix B
3	DPH Section HIV Health Services																03/01/18 - 02/29/28
4	Check one: <input type="checkbox"/> Original <input checked="" type="checkbox"/> Contract Amendment <input type="checkbox"/> RPB																
5	Agency / Org / Contractor																
7	Program/Provider Name																
	AIDS Emergency Fund Program															Dream	AEF
9	Appendix Number	A-1 / B-1	A-1 / B-1.1	A-1 / B-1.2	A-1 / B-1.3	A-1 / B-1a	A-1 / B-1a.1	A-1 / B-1a.2	A-1 / B-1a.3	A-1 / B-1b	A-1a / B-1b.1	A-1a / B-1b.2	A-1/B-1b.3	A-1/B-1b.4	A-2 / B-2	A-1/B-1c	SubTotal
10	Appendix Term	03/01/18 - 02/28/19	10/01/18 - 02/28/19	09/30/18 - 09/29/19	07/01/18 - 06/30/19	03/1/19-2/29/20	10/1/19-2/29/20	4/1/9-3/31/20	3/1/20-6/30/20	3/1/20-2/28/21	4/1/20-3/31/21	4/1/20-3/31/21	8/1/20-2/28/21	1/1/21-6/30/21	3/1/21-6/30/21	3/1/21-2/28/22	
11	EXPENSES																
12	Salaries	\$ 127,000	\$ -	\$ -	\$ -	\$ 70,000	\$ 15,118	\$ 15,118	\$ -	\$ 156,578	\$ -	\$ -	\$ 6,254	\$ -	\$ -	\$ 160,492	\$ 550,560
13	Employee Benefits	\$ 32,563	\$ -	\$ -	\$ -	\$ 20,000	\$ 4,036	\$ 4,036	\$ -	\$ 41,790	\$ -	\$ -	\$ 1,640	\$ -	\$ -	\$ 47,808	\$ 151,873
14	Total Personnel Expenses	\$ 159,563	\$ -	\$ -	\$ -	\$ 90,000	\$ 19,154	\$ 19,154	\$ -	\$ 198,368	\$ -	\$ -	\$ 7,894	\$ -	\$ -	\$ 208,300	\$ 702,433
15	Operating Expense	\$ 742,365	\$ 211,100	\$ 275,400	\$ 104,400	\$ 714,300	\$ 127,635	\$ 132,101	\$ 196,500	\$ 723,332	\$ 119,259	\$ 2,226	\$ 157,277	\$ 156,522	\$ 87,000	\$ 421,668	\$ 4,171,085
17	Subtotal Direct Costs	\$ 901,928	\$ 211,100	\$ 275,400	\$ 104,400	\$ 804,300	\$ 146,789	\$ 151,255	\$ 196,500	\$ 921,700	\$ 119,259	\$ 2,226	\$ 165,171	\$ 156,522	\$ 87,000	\$ 629,968	\$ 4,873,518
18	Indirect Cost Amount	\$ 81,174	\$ 18,900	\$ 24,731	\$ 15,600	\$ 68,557	\$ 13,211	\$ 13,612	\$ 29,500	\$ 82,964	\$ 10,741	\$ 134	\$ 14,829	\$ 23,478	\$ 13,000	\$ 56,667	\$ 467,098
19	Indirect Cost Rate (%)	9.0%	9.0%	9.0%	14.9%	8.5%	9.0%	9.0%	15.0%	9.0%	9.0%	6.0%	9.0%	15.0%	14.9%	9.0%	
20	Total Expenses	\$ 983,102	\$ 230,000	\$ 300,131	\$ 120,000	\$ 872,857	\$ 160,000	\$ 164,867	\$ 226,000	\$ 1,004,664.00	\$ 130,000	\$ 2,360	\$ 180,000	\$ 180,000	\$ 100,000	\$ 686,635	\$ 5,340,616
21	REVENUES & FUNDING SOURCES																
23	RWPA 93.914	\$ 983,102	\$ 230,000			\$ 872,857				\$ 1,004,664						\$ 686,635	\$ 3,777,258
24	RWPA-CarryForwd 93.914						\$ 160,000						\$ 180,000				\$ 340,000
25	RWPA-COVID 93.914										\$ 130,000	\$ 2,360					\$ 132,360
26	RWPB (X08) 93.917			\$ 300,131													\$ 300,131
27	RWPB 93.917							\$ 164,867									\$ 164,867
28	HHS Gen Fund				\$ 120,000				\$ 226,000					\$ 180,000			\$ 526,000
29	Dream Keepers GF														\$ 100,000		\$ 100,000
30	Unspent Fund																\$ -
31	Total DPH Revenues	\$ 983,102	\$ 230,000	\$ 300,131	\$ 120,000	\$ 872,857	\$ 160,000	\$ 164,867	\$ 226,000	\$ 1,004,664	\$ 130,000	\$ 2,360	\$ 180,000	\$ 180,000	\$ 100,000	\$ 686,635	\$ 5,340,616
37	Total Non-DPH Revenues	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
38	Total Rev (DPH/Non-DPH)	\$ 983,102	\$ 230,000	\$ 300,131	\$ 120,000	\$ 872,857	\$ 160,000	\$ 164,867	\$ 226,000	\$ 1,004,664.00	\$ 130,000	\$ 2,360	\$ 180,000	\$ 180,000	\$ 100,000	\$ 686,635	\$ 5,340,616
39	Cost Reimbursement (CR)	CR	CR	CR	CR	CR	CR	CR	CR	CR	CR	CR	CR	CR	CR	CR	
41																	

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

	R	S	T	U	V	W	X	Y	Z	AA	AB	AC	AD	AE	AF	AG	AH
1	CID#	1000009024															
2	DPH Section	HIV Health Services															Appendix B
3	Check one: <input type="checkbox"/> Original <input checked="" type="checkbox"/> Contract Amendment <input type="checkbox"/> RPB																03/01/18 - 02/29/28
4	Agency / Org / Contractor	PRC															
5																	
7	Program/Provider Name	AEF	AEF	DREAM	AEF	AEF	AEF	DREAM	AEF	AEF	AEF	AEF	AEF	AEF	AEF	AEF	SubTotal
9	Appendix Number	A-1/B-1c.1	A-1/B-1c.2	A-1/B-2a	A-1/B-1d	A-1/B-1d.1	A-1/B-1d.2	A-1/B-2b	A-1/B-1e	A-1/B-1e.1	A-1/B-1e.2	A-1/B-1f	A-1/B-1f.1	A-1/B-1f.2	A-1/B-1g	A-1/B-1g.1	
10	Appendix Term	7/1/21-6/30/22	3/1/21-2/28/22	7/1/21-6/30/22	3/1/22-2/28/23	7/1/22-6/30/23	3/1/22-2/28/23	7/1/22-6/30-23	3/1/23-2/28/24	07/01/23-06/30/24	3/1/23 - 2/29/24	3/1/24-2/28/25	07/01/24-06/30/25	3/1/24-2/28/25	3/1/25-2/28/26	7/1/25-6/30/26	
11	EXPENSES																
12	Salaries	\$ -	\$ -	\$ -	\$ 162,430	\$ -	\$ -	\$ -	\$ 190,066	\$ 35,000	\$ -	\$ 195,198	\$ -	\$ -	\$ 195,198	\$ -	\$ 777,892
13	Employee Benefits	\$ -	\$ -	\$ -	\$ 48,113	\$ -	\$ -	\$ -	\$ 43,867	\$ 8,078	\$ -	\$ 45,052	\$ -	\$ -	\$ 45,052	\$ -	\$ 190,162
14	Total Personnel Expenses	\$ -	\$ -	\$ -	\$ 210,543	\$ -	\$ -	\$ -	\$ 233,933	\$ 43,078	\$ -	\$ 240,250	\$ -	\$ -	\$ 240,250	\$ -	\$ 968,054
15	Operating Expense	\$ 443,500	\$ 116,300	\$ 212,400	\$ 435,145	\$ 296,417	\$ 176,873	\$ 122,034	\$ 442,427	\$ 549,348	\$ 291,915	\$ 405,439	\$ 341,504	\$ 275,229	\$ 405,439	\$ 351,749	\$ 4,865,719
17	Subtotal Direct Costs	\$ 443,500	\$ 116,300	\$ 212,400	\$ 645,688	\$ 296,417	\$ 176,873	\$ 122,034	\$ 676,360	\$ 592,426	\$ 291,915	\$ 645,689	\$ 341,504	\$ 275,229	\$ 645,689	\$ 351,749	\$ 5,833,773
18	Indirect Cost Amount	\$ 66,500	\$ 10,464	\$ 31,833	\$ 58,113	\$ 67,583	\$ 15,919	\$ 27,824	\$ 60,872	\$ 88,864	\$ 26,272	\$ 58,112	\$ 51,225	\$ 24,771	\$ 58,112	\$ 52,762	\$ 699,226
19	Indirect Cost Rate (%)	15.0%	9.0%	15.0%	9.0%	22.8%	9.0%	22.8%	9.0%	15.0%	9.0%	9.0%	15.0%	9.0%	9.0%	15.0%	
20	Total Expenses	\$ 510,000	\$ 126,764	\$ 244,233	\$ 703,801	\$ 364,000	\$ 192,792	\$ 149,858	\$ 737,232	\$ 681,290	\$ 318,187	\$ 703,801	\$ 392,729	\$ 300,000	\$ 703,801	\$ 404,511	\$ 6,532,999
21	REVENUES & FUNDING SOURCES																
23	RWPA 93.914				\$ 703,801				\$ 737,232			\$ 703,801			\$ 703,801		\$ 2,848,635
24	RWPA-CarryForwd 93.914		\$ 126,764				\$ 192,792				\$ 318,187			\$ 300,000			\$ 937,743
25	RWPA-COVID 93.914																\$ -
26	RWPB (X08) 93.917																\$ -
27	RWPB 93.917																\$ -
28	HHS Gen Fund	\$ 510,000				\$ 364,000				\$ 681,290			\$ 392,729			\$ 404,511	\$ 2,352,530
29	Dream Keepers GF			\$ 244,233				\$ 149,858									\$ 394,091
30	Unspent Fund			\$ (149,858)	\$ (14,068)	\$ (8,519)	\$ (13,824)										\$ (186,269)
31	Total DPH Revenues	\$ 510,000	\$ 126,764	\$ 94,375	\$ 689,733	\$ 355,481	\$ 178,968	\$ 149,858	\$ 737,232	\$ 681,290	\$ 318,187	\$ 703,801	\$ 392,729	\$ 300,000	\$ 703,801	\$ 404,511	\$ 6,346,730
37	Total Non-DPH Revenues	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
38	Total Rev (DPH/Non-DPH)	\$ 510,000	\$ 126,764	\$ 94,375	\$ 689,733	\$ 355,481	\$ 178,968	\$ 149,858	\$ 737,232	\$ 681,290	\$ 318,187	\$ 703,801	\$ 392,729	\$ 300,000	\$ 703,801	\$ 404,511	\$ 6,346,730
39	Cost Reimbursement (CR)	CR	CR	CR	CR	CR	CR	CR	CR	CR	CR	CR	CR	CR	CR	CR	
41																	

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

	AI	AJ	AK	AL	AM	AN	AO	AP	AQ	AR	AS	AT	AU
1													
2	CID#	1000009024								Appendix B			
3	DPH Section	HIV Health Services								03/01/18 - 02/29/28			
4	Check one: <input type="checkbox"/> Original <input checked="" type="checkbox"/> Contract Amendment <input type="checkbox"/> RPB												
5	Agency / Org / Contractor	PRC											
7	Program/Provider Name	AEF	AEF	AEF	AEF	AEF	AEF	AEF	SubTotal	Grand Total			
9	Appendix Number	A-1/B-1g.2	A-1/B-1h	A-1/B-1h.1	A-1/B-1h.2	A-1/B-1i	A-1/B-1i.1	A-1/B-1i.2					
10	Appendix Term	3/1/25-2/28/26	3/1/26-2/28/27	7/1/26-6/30/27	3/1/26-2/28/27	3/1/27-2/29/28	7/1/27-2/29/28	3/1/27-2/29/28					
11	EXPENSES												
12	Salaries	\$ -	\$ 195,198	\$ -	\$ -	\$ 195,198	\$ -	\$ -	\$ 390,396	\$ 1,718,848			
13	Employee Benefits	\$ -	\$ 45,052	\$ -	\$ -	\$ 45,052	\$ -	\$ -	\$ 90,104	\$ 432,139			
14	Total Personnel Expenses	\$ -	\$ 240,250	\$ -	\$ -	\$ 240,250	\$ -	\$ -	\$ 480,500	\$ 2,150,987			
15	Operating Expense	\$ 275,229	\$ 405,439	\$ 362,301	\$ 275,229	\$ 405,439	\$ 248,780	\$ 275,229	\$ 2,247,646	\$ 11,284,450			
17	Subtotal Direct Costs	\$ 275,229	\$ 645,689	\$ 362,301	\$ 275,229	\$ 645,689	\$ 248,780	\$ 275,229	\$ 2,728,146	\$ 13,435,437			
18	Indirect Cost Amount	\$ 24,771	\$ 58,112	\$ 54,345	\$ 24,771	\$ 58,112	\$ 37,317	\$ 24,771	\$ 282,199	\$ 1,448,524			
19	Indirect Cost Rate (%)	9.0%	9.0%	15.0%	9.0%	9.0%	15.0%	9.0%					
20	Total Expenses	\$ 300,000	\$ 703,801	\$ 416,646	\$ 300,000	\$ 703,801	\$ 286,097	\$ 300,000	\$ 3,010,345	\$ 14,883,960			
21	REVENUES & FUNDING SOURCES												
23	RWPA 93.914		\$ 703,801			\$ 703,801			\$ 1,407,602	\$ 8,033,495			
24	RWPA-CarryForwd 93.914	\$ 300,000			\$ 300,000			\$ 300,000	\$ 900,000	\$ 2,177,743			
25	RWPA-COVID 93.914								\$ -	\$ 132,360			
26	RWPB (X08) 93.917								\$ -	\$ 300,131			
27	RWPB 93.917								\$ -	\$ 164,867			
28	HHS Gen Fund			\$ 416,646			\$ 286,097		\$ 702,743	\$ 3,581,273			
29	Dream Keepers GF								\$ -	\$ 494,091			
30	Unspent Fund								\$ -	\$ (186,269)			
31	Total DPH Revenues	\$ 300,000	\$ 703,801	\$ 416,646	\$ 300,000	\$ 703,801	\$ 286,097	\$ 300,000	\$ 3,010,345	\$ 14,697,691			
37	Total Non-DPH Revenues	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
38	Total Rev (DPH/Non-DPH)	\$ 300,000	\$ 703,801	\$ 416,646	\$ 300,000	\$ 703,801	\$ 286,097	\$ 300,000	\$ 3,010,345	\$ 14,697,691			
39	Cost Reimbursement (CR)	CR	CR	CR	CR	CR	CR	CR	CR				
41													

PRC

Appendix B

AIDS Emergency Fund Program

03/01/2018 – 2/29/28

RWPA / RWPA Carry Forward /HHS General Fund

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

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

Term / Source / Budget Appendix	UOS Description	UOS	UDC
03/01/19 – 02/29/20 / RWPA / B-1a	Emergency Financial Assistance Grants	7,160	1,300
10/01/19 – 02/29/20 / RWPA / B-1a.1	Emergency Financial Assistance Grants	1,234	200
04/01/19-03/31/20 / RWPB / B-1a.2	Emergency Financial Assistance Grants	1,225	150
03/01/20-6/30/20 / GF / B-1a.3	Emergency Financial Assistance Grants	1,917	235
TOTAL UOS and Total UDC		11,536	1,450

Term / Source / Budget Appendix	UOS Description	UOS	UDC
03/01/20 – 02/28/21 / RWPA / B-1b	Emergency Financial Assistance Grants	6,726	1,176
04/01/20 – 03/31/21 / RWPA (Carry Forward)/ B-1b.1	Emergency Financial Assistance Grants	1,489	260
04/01/20 – 03/31/21 / RWPA (COVID/ CARES)/ B-1b.2	COVID Expenses Months	1,193	84
08/01/20 – 02/28/21 / RWPA (COVID/ CARES)/ B-1b.3	Emergency Financial Assistance Grants	12	N/A
01/01/21 – 06/30/21 / GF (OTF) / B – 1b.4	Emergency Financial Assistance Grants	1,565	224
TOTAL UOS and Total UDC		10,985	1,176

Term / Source / Budget Appendix	UOS Description	UOS	UDC
03/01/21 – 02/28/22 / RWPA (Base) / B-1c	Emergency Financial Assistance Grants	3,684	644
07/01/21 – 06/30/22 / GF (Base) / B-1c.1	Emergency Financial Assistance Grants	4,435	496
03/01/21 – 2/28/22 / RWPA (Carry Forward)/ B-1c.2	Emergency Financial Assistance Grants	1,163	189
TOTAL UOS and Total UDC		9,282	1,166

PRC

Appendix B

AIDS Emergency Fund Program

03/01/2018 – 2/29/28

RWPA / RWPA Carry Forward /HHS General Fund

Term / Source / Budget Appendix	UOS Description	UOS	UDC
03/01/22 – 02/28/23 / RWPA (Base) / B-1d	Emergency Financial Assistance Grants	3,676	585
07/01/22 – 6/30/23 / GF (Base) / B-1d.1	Emergency Financial Assistance Grants	2,964	423
03/01/22 – 02/28/23 /CF / B-1d.2	Emergency Financial Assistance Grants	1,769	293
TOTAL UOS and Total UDC		8,409	1,103

Term / Source / Budget Appendix	UOS Description	UOS	UDC
03/01/23 – 02/28/24 / RWPA (Base) / B-1e	Emergency Financial Assistance Grants	3,569	420
07/01/23 – 06/30/24/ GF (Base) / B-1e.1	Emergency Financial Assistance Grants	5,493	646
03/01/23 – 02/29/24 / RWPA-CF / B-1e.2	Emergency Financial Assistance Grants	2,671	314
TOTAL UOS and Total UDC		11,733	1,035

Term / Source / Budget Appendix	UOS Description	UOS	UDC
03/01/24 – 02/28/25 / RWPA (Base) / B-1f	Emergency Financial Assistance Grants	2,841	334
07/01/24 – 06/30/25 / GF (Base)/ B-1f.1	Emergency Financial Assistance Grants	3,415	402
03/01/24 – 02/28/25 / RWPA-CF / B-1f.2	Emergency Financial Assistance Grants	2,752	324
TOTAL UOS and Total UDC		9,008	786

Term / Source / Budget Appendix	UOS Description	UOS	UDC
03/01/25 – 02/28/26 / RWPA (Base) / B-1g	Emergency Financial Assistance Grants	2,841	334
07/01/25 – 06/30/26 / GF (Base)/ B-1g.1	Emergency Financial Assistance Grants	3,517	414
03/01/25 – 02/28/26 / RWPA-CF / B-1g.2	Emergency Financial Assistance Grants	2,752	324
TOTAL UOS and Total UDC		9,008	786

Term / Source / Budget Appendix	UOS Description	UOS	UDC
03/01/26 – 02/28/27 / RWPA (Base) / B-1h	Emergency Financial Assistance Grants	2,841	334
07/01/26 – 06/30/27 / GF (Base)/ B-1h.1	Emergency Financial Assistance Grants	3,623	426
03/01/26 – 02/28/27 / RWPA-CF / B-1h.2	Emergency Financial Assistance Grants	2,752	324
TOTAL UOS and Total UDC		9,216	786

Term / Source / Budget Appendix	UOS Description	UOS	UDC
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PRC

Appendix B

AIDS Emergency Fund Program

03/01/2018 – 2/29/28

RWPA / RWPA Carry Forward /HHS General Fund

03/01/27 – 02/29/28 / RWPA (Base) / B-1i	Emergency Financial Assistance Grants	2,841	334
07/01/27 – 02/29/28 (8 m)/ GF (Base)/ B-1i.1	Emergency Financial Assistance Grants	2,488	293
03/01/27 – 02/29/28 / RWPA-CF / B-1i.2	Emergency Financial Assistance Grants	2,752	324
TOTAL UOS and Total UDC		8,080	689

Term / Source / Appendix	UOS Description	UOS	UDC
03/01/21-6/30/21 / GF Dream Keepers / B-2	Emergency Financial Assistance Grants	870	189
07/01/21-6/30/22/ GF Dream Keepers / B-2a	Emergency Financial Assistance Grants	2,124	368
07/01/22 - 6/30/23 / GF Dream Keepers / B-2b	Emergency Financial Assistance Grants	1,220	174
TOTAL UOS and Total UDC		4,214	731

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

Definition of UOS:	Emergency Financial Assistance Grants to 3rd parties on behalf of clients
Target Population:	PRC will serve all ethnicities and populations within San Francisco, with focused expertise to meet the unique needs of the program's primary focus which are HIV+ SF residents, especially those at risk of becoming homeless, or who are marginally housed.
Service Description:	Emergency Financial Assistance grants for housing, utility bills, medical expenses, etc. Plus Eviction Prevention grants.

PRC - AIDS Emergency Fund Program

3/1/24-2/28/25

RWPA

Appendix: A-1/B-1f

Page: 1

Fiscal Year: 24-25

Funding Notification Date 11/1/2023

UOS COST ALLOCATION BY SERVICE MODE

		SERVICE MODES						
Personnel Expenses		Emergency Financial Assistance Grants						Contract Totals
Position Titles	FTE	Salaries	% FTE					
Client Services Director	1.00	86,528	100%					86,528
Client Services Manager	1.00	71,083	100%					71,083
Director of Data Systems and Contracts Compliance	0.20	24,877	20%					24,877
Compliance Specialist	0.16787	12,710	17%					12,710
Total FTE & Total Salaries	2.36787	195,198	100%					195,198
Fringe Benefits	23.08%	45,052	100%					45,052
Total Personnel Expenses		240,250	100%					240,250
Operating Expenses		Expenditure	%					Total
Total Occupancy		94,518	100%					94,518
Total Materials and Supplies		8,522	100%					8,522
Total General Operating		17,876	100%					17,876
Consultants/Subcontractor:		420	100%					420
Other (specify): Client Grants		284,103	100%					284,103
Total Operating Expenses		405,439	100%					405,439
Total Direct Expenses		645,689	100%					645,689
Indirect Expenses	9.000%	58,112	100%					58,112
TOTAL EXPENSES		703,801	100%					703,801
UOS per Service Mode		2,841						2,841
Cost Per UOS by Service Mode		\$247.73						
UDC per Service Mode		334						334

BUDGET JUSTIFICATION**Contractor Name** PRC - AIDS Emergency Fund ProgramAppendix #: A-1/B-1f**Program Name:** AIDS Emergency Fund ProgramFiscal Year: 24-25**1a) SALARIES**

Staff Position 1	Client Services Director			
Brief Duties	Responsible for overall management of Client Services.			
Min Quals	BA degree and experience accessing HIV related community resources.			
	<i>Annual Salary</i>	<i>x FTE</i>	<i>x mos per yr</i>	<i>Annualized if < 12 mos</i>
	\$86,528.00	1.00	12	1
				Total
				\$ 86,528

Staff Position 2:	Client Services Manager			
Brief Duties	Assists the Director of Client Services in processing client applications and directing volunteers. Manages			
Min Quals	BA degree and experience working with HIV positive clients.			
	<i>Annual Salary</i>	<i>x FTE</i>	<i>x mos per yr</i>	<i>Annualized if < 12 mos</i>
	\$71,082.70	1.00	12	1
				Total
				\$ 71,083

Staff Position 3:	Director of Data Systems and Contracts Compliance			
Brief Duties	Responsible for contract compliance; reporting and oversight.			
Min Quals	Strong organizational, calendaring & computer skills.			
	<i>Annual Salary</i>	<i>x FTE</i>	<i>x mos per yr</i>	<i>Annualized if < 12 mos</i>
	\$124,384.00	0.20	12	1
				Total
				\$ 24,877

Staff Position 4:	Compliance Specialist			
Brief Duties	Implementation and management of quality assurance (QA) activities across the agency's various client services;			
Min Quals	3 years in QA, 2 years in staff training			
	<i>Annual Salary</i>	<i>x FTE</i>	<i>x mos per yr</i>	<i>Annualized if < 12 mos</i>
	\$75,712.00	0.16787	12	1
				Total
				\$ 12,710

Total FTE: 2.36787**Total Salaries:** \$ 195,198**1b) EMPLOYEE FRINGE BENEFITS:****Component****Cost**

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

Component**Cost**

Social Security	\$	14,835.05
Workers Comp	\$	527.03
Health and Dental	\$	23,423.76
Retirement	\$	4,899.47
Paid Time Off	\$	-
Other (LIFE, ADD,STD)	\$	1,366.39

Total Fringe Benefit: 45,052

Fringe Benefit %: **23.08%****TOTAL SALARIES & EMPLOYEE FRINGE BENEFITS: 240,250****2) OPERATING EXPENSES:****Occupancy:**

Expense Item	Brief Description	Rate	Cost
Rent & Other Occupancy	Office rent - 170 9th St., plus property taxes/utilities/telephone/other occupancy.	Program Share Per 170 9th St. Shared Allocation Model.	82,488
Security	Security costs, 170 9th Street	Program Share Per 170 9th St. Shared Allocation Model.	12,030
Total Occupancy:			94,518

Materials & Supplies:

Expense Item	Brief Description	Rate	Cost
Office Supplies	Office Supplies and Materials.	Program Share Per 170 9th St. Shared Allocation Model.	8,522
Total Materials & Supplies:			8,522

General Operating:

Expense Item	Brief Description	Rate	Cost
IT services and supplies	Shared technology costs, including contracted tech support and tech supplies software licenses.	Program Share Per 170 9th St. Shared Allocation Model.	17,876
Total General Operating:			17,876

Consultants/Subcontractors:

Consultant/Subcon	Service Description	Rate	Cost
Translator	Translation services for non-English speakers.	\$35/month x 12 months	420

Total Consultants/Subcontractors:			420

Other: _____

Expense Item	Brief Description	Rate	Cost
Grants to Clients	to be paid to third-party vendors of housing, utility, medical, or other emergency necessities.	2841 UOS @ \$100/UOS	284,103
Total Other:			284,103

	TOTAL OPERATING EXPENSES:	405,439
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	TOTAL DIRECT COSTS:	645,689
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INDIRECT COSTS |

Sals & Bens of CEO, CFO, CIO, CPO, COO, Ops & HR Mgr @ 3.9% (2.0 Contract FTE / 51.0 Agency FTE).	58,112
Indirect Rate:	9.000%
TOTAL INDIRECT COSTS:	58,112

TOTAL EXPENSES:	703,801
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PRC - AIDS Emergency Fund Program

7/1/24 - 6/30/25

HHS GF

Appendix: A-1/B-1f.1

Page: 1

Fiscal Year: 24-25

Funding Notification Date 11/1/2023

UOS COST ALLOCATION BY SERVICE MODE

SERVICE MODES								
Personnel Expenses		Emergency Financial Assistance Grants						Contract Totals
Position Titles	FTE	Salaries	% FTE					
		-						-
		-						-
								-
								-
Total FTE & Total Salaries	0.000	-	0%					-
Fringe Benefits	0.0%	-	0%					-
Total Personnel Expenses		-	0%					-
Operating Expenses		Expenditure	%					Total
Total Occupancy		-						-
Total Materials and Supplies		-	0%					-
Total General Operating		-	100%					-
Consultants/Subcontractor:								-
Other (specify): Client Grants		341,504						341,504
Total Operating Expenses		341,504	100%					341,504
Total Direct Expenses		341,504	100%					341,504
Indirect Expenses	15.00%	51,225	100%					51,225
TOTAL EXPENSES		392,729	100%					392,729
UOS per Service Mode		3,415						3,415
Cost Per UOS by Service Mode		\$115.01						
UDC per Service Mode		402						402

AIDS Emergency Fund Program

BUDGET JUSTIFICATIONContractor Name PRC - AIDS Emergency Fund ProgramAppendix #: A-1/B-1f.1Program Name: AIDS Emergency Fund ProgramFiscal Year: 24-25**1a) SALARIES**Total FTE: 0.000Total Salaries: \$ -**1b) EMPLOYEE FRINGE BENEFITS:**

Component

Cost

Component

Cost

Social Security	\$	-
Retirement	\$	-
Medical	\$	-
Other (specify): Worker's Compensation	\$	-
Fringe Benefit %:	0.00%	Total Fringe Benefit: -
		TOTAL SALARIES & BENEFITS: -

2) OPERATING EXPENSES:

Occupancy:	Brief Description	Rate	Cost
Total Occupancy:			-

Materials/Supplies:	Brief Description	Rate	Cost
Total Materials & Supplies:			-

General Operating:	Brief Description	Rate	Cost
Total General Operating:			-

Other:	Brief Description	Rate	Cost
Grants to Clients	for third-party vendors of housing, utility, medical, etc.	3415 UOS @ \$100/UOS	341,504
Total Other:			341,504
TOTAL OPERATING EXPENSES:			341,504
TOTAL DIRECT COSTS:			341,504

INDIRECT COSTS	Indirect Rate:	15.00%	
Sals & Bens of CEO, CFO, CIO, CPO, COO, Ops & HR Mgr @ 3.9% (2.0 Contract FTE / 51.0 Agency FTE).			
TOTAL INDIRECT COSTS:			51,225
TOTAL EXPENSES:			392,729

PRC - AIDS Emergency Fund Program

3/1/24-2/28/25

RWPA CF

Appendix: A-1/B-1f.2

Page: 1

Fiscal Year: 24-25

Funding Notification Date: 11/1/2023

UOS COST ALLOCATION BY SERVICE MODE

SERVICE MODES								
Personnel Expenses		Emergency Financial Assistance Grants						
Position Titles	FTE	Salaries	% FTE					Contract Totals
Total FTE & Total Salaries	0.000	-	0%					-
Fringe Benefits	0.0%	-	0%					-
Total Personnel Expenses		-	0%					-
Operating Expenses		Expenditure	%					Total
Total Occupancy		-	0%					-
Total Materials and Supplies		-	0%					-
Total General Operating		-	0%					-
Consultants/Subcontractor:			0%					-
Other (specify): Client Grants		275,229						275,229
Total Operating Expenses		275,229	100%					275,229
Total Direct Expenses		275,229	100%					275,229
Indirect Expenses	9.00%	24,771	100%					24,771
TOTAL EXPENSES		300,000	100%					300,000
UOS per Service Mode		2,752						2,752
Cost Per UOS by Service Mode		\$109.02						
UDC per Service Mode		324						324

BUDGET JUSTIFICATION

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

Appendix #: A-1/B-1f.2
 Fiscal Year: 24-25

1a) SALARIES

Total FTE:	0.000	Total Salaries:	-
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1b) EMPLOYEE FRINGE BENEFITS:

Component	Cost
Social Security	\$ -
Workers Comp	\$ -
Health and Dental	\$ -
Retirement	\$ -
Paid Time Off	\$ -
Other (Life, ADD, STD)	\$ -
Fringe Benefit %:	0.00%
Total Fringe Benefit:	-
TOTAL SALARIES & BENEFITS:	-

2) OPERATING EXPENSES:

Occupancy:	Brief Description	Rate	Cost
		Total Occupancy:	-

Materials/Supplies:	Brief Description	Rate	Cost
		Total Materials & Supplies:	-

General Operating:	Brief Description	Rate	Cost
		Total General Operating:	-

Other:	Brief Description	Rate	Cost
Grants to Clients	for third-party vendors of housing, utility, medical, etc.	2752 UOS @ \$100/UOS	275,229.00
		Total Other:	275,229.00
		TOTAL OPERATING EXPENSES:	275,229.00
		TOTAL DIRECT COSTS:	275,229.00

INDIRECT COSTS	Indirect Rate:	9.00%
Sals & Bens of CEO, CFO, CIO, CPO, COO, Ops & HR Mgr @ 3.9% (2.0 Contract FTE / 51.0 Agency FTE).		24,771.00
	TOTAL INDIRECT COSTS:	24,771.00
	TOTAL EXPENSES:	300,000.00

PRC - AIDS Emergency Fund Program

3/1/25-2/28/26

RWPA

Appendix: A-1/B-1g

Page: 1

Fiscal Year: 25-26

Funding Notification Date 11/1/2023

UOS COST ALLOCATION BY SERVICE MODE

		SERVICE MODES						
Personnel Expenses		Emergency Financial Assistance Grants						Contract Totals
Position Titles	FTE	Salaries	% FTE					
Client Services Director	1.00	86,528	100%					86,528
Client Services Manager	1.00	71,083	100%					71,083
Director of Data Systems and Contracts Compliance	0.20	24,877	20%					24,877
Compliance Specialist	0.16787	12,710	17%					12,710
Total FTE & Total Salaries	2.36787	195,198	100%					195,198
Fringe Benefits	23.08%	45,052	100%					45,052
Total Personnel Expenses		240,250	100%					240,250
Operating Expenses		Expenditure	%					Total
Total Occupancy		94,518	100%					94,518
Total Materials and Supplies		8,522	100%					8,522
Total General Operating		17,876	100%					17,876
Consultants/Subcontractor:		420	100%					420
Other (specify): Client Grants		284,103	100%					284,103
Total Operating Expenses		405,439	100%					405,439
Total Direct Expenses		645,689	100%					645,689
Indirect Expenses	9.00%	58,112	100%					58,112
TOTAL EXPENSES		703,801	100%					703,801
UOS per Service Mode		2,841						2,841
Cost Per UOS by Service Mode		\$247.74						
UDC per Service Mode		334						334

BUDGET JUSTIFICATION**Contractor Name** PRC - AIDS Emergency Fund ProgramAppendix #: A-1/B-1g**Program Name:** AIDS Emergency Fund ProgramFiscal Year: 25-26**1a) SALARIES**

Staff Position 1	Client Services Director			
Brief Duties	Responsible for overall management of Client Services.			
Min Quals	BA degree and experience accessing HIV related community resources.			
	<i>Annual Salary</i>	<i>x FTE</i>	<i>x mos per yr</i>	<i>Annualized if < 12 mos</i>
	\$86,528.00	1.00	12	1
				Total
				\$ 86,528

Staff Position 2:	Client Services Manager			
Brief Duties	Assists the Director of Client Services in processing client applications and directing volunteers. Manages demographic data collection and satisfaction surveys.			
Min Quals	BA degree and experience working with HIV positive clients.			
	<i>Annual Salary</i>	<i>x FTE</i>	<i>x mos per yr</i>	<i>Annualized if < 12 mos</i>
	\$71,082.70	1.00	12	1
				Total
				\$ 71,083

Staff Position 3:	Director of Data Systems and Contracts Compliance			
Brief Duties	Responsible for contract compliance; reporting and oversight.			
Min Quals	Strong organizational, calendaring & computer skills.			
	<i>Annual Salary</i>	<i>x FTE</i>	<i>x mos per yr</i>	<i>Annualized if < 12 mos</i>
	\$124,384.00	0.20	12	1
				Total
				\$ 24,877

Staff Position 4:	Compliance Specialist			
Brief Duties	Implementation and management of quality assurance (QA) activities across the agency's various client services; running regular reports for each program, tracking, analyzing and reporting program goals and activities; procuring data and documentation and submitting them to outside agencies/funders.			
Min Quals	3 years in QA, 2 years in staff training.			
	<i>Annual Salary</i>	<i>x FTE</i>	<i>x mos per yr</i>	<i>Annualized if < 12 mos</i>
	\$75,712.00	0.16787	12	1
				Total
				\$ 12,710

Total FTE: 2.36787**Total Salaries: \$** 195,198**1b) EMPLOYEE FRINGE BENEFITS:****Component****Cost****Component****Cost**

	Social Security	\$	14,835.05
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Workers Comp	\$	527.03
Health and Dental	\$	23,423.76
Retirement	\$	4,899.47
Paid Time Off	\$	-
Other (LIFE, ADD,STD)	\$	1,366.39

Total Fringe Benefit: 45,052

Fringe Benefit %: 23.08%

TOTAL SALARIES & EMPLOYEE FRINGE BENEFITS: 240,250

2) OPERATING EXPENSES:

Occupancy:

Expense Item	Brief Description	Rate	Cost
Rent & Other Occupancy	Office rent - 170 9th St., plus property taxes/utilities/telephone/other occupancy.	Program Share Per 170 9th St. Shared Allocation Model.	82,488
Security	Security costs, 170 9th Street.	Program Share Per 170 9th St. Shared Allocation Model.	12,030
Total Occupancy:			94,518

Materials & Supplies:

Expense Item	Brief Description	Rate	Cost
Office Supplies	Office Supplies and Materials.	Program Share Per 170 9th St. Shared Allocation Model.	8,522
Total Materials & Supplies:			8,522

General Operating:

Expense Item	Brief Description	Rate	Cost
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IT services and supplies	Shared technology costs, including contracted tech support and tech supplies software licenses.	Program Share Per 170 9th St. Shared Allocation Model.	17,876
Total General Operating:			17,876

Consultants/Subcontractors:

Consultant/Subcon	Service Description	Rate	Cost
Translator	Translation services for non-English speakers.	\$35/month x 12 months	420
Total Consultants/Subcontractors:			420

Other:

Expense Item	Brief Description	Rate	Cost
Grants to Clients	to be paid to third-party vendors of housing, utility, medical, or other emergency necessities.	2841 UOS @ \$100/UOS	284,103
Total Other:			284,103

TOTAL OPERATING EXPENSES:	405,439
TOTAL DIRECT COSTS:	645,689

INDIRECT COSTS

Sals & Bens of CEO, CFO, CIO, CPO, COO, Ops & HR Mgr @ 3.9% (2.0 Contract FTE / 51.0 Agency FTE).	58,112
Indirect Rate:	9.00%
TOTAL INDIRECT COSTS:	58,112
TOTAL EXPENSES:	703,801

AIDS Emergency Fund Program

Appendix B-1g.1
07/01/2025-06/30/2026
General Funds

PRC - AIDS Emergency Fund Program
7/1/25-6/30/26
HHS GF

Appendix: A-1/B-1g.1
Page: 1
Fiscal Year: 25-26
Funding Notification Date 11/1/2023

UOS COST ALLOCATION BY SERVICE MODE

SERVICE MODES								
Personnel Expenses		Emergency Financial Assistance Grants						Contract Totals
Position Titles	FTE	Salaries	% FTE					
Total FTE & Total Salaries	0.000	-	0%					-
Fringe Benefits	0.0%	-	0%					-
Total Personnel Expenses		-	0%					-
Operating Expenses		Expenditure	%					Total
Total Occupancy		-						-
Total Materials and Supplies		-	0%					-
Total General Operating		-	100%					-
Consultants/Subcontractor:								-
Other (specify): Client Grants		351,749						351,749
Total Operating Expenses		351,749	100%					351,749
Total Direct Expenses		351,749	100%					351,749
Indirect Expenses		15.00%	52,762	100%				52,762
TOTAL EXPENSES			404,511	100%				404,511
UOS per Service Mode		3,517						3,517
Cost Per UOS by Service Mode		\$115.03						
UDC per Service Mode		414						414

BUDGET JUSTIFICATIONContractor Name PRC - AIDS Emergency Fund Program
Program Name: AIDS Emergency Fund ProgramAppendix #: A-1/B-1g.1
Fiscal Year: 25-26**1a) SALARIES**Total FTE: 0.000Total Salaries: \$ -**1b) EMPLOYEE FRINGE BENEFITS:**

Component

Cost

Component

Cost

Social Security	\$	-
Workers Comp	\$	-
Health and Dental	\$	-
Retirement	\$	-
Paid Time Off	\$	-
Other (LIFE, ADD, STD)	\$	-
Fringe Benefit %:	0.00%	Total Fringe Benefit:
		TOTAL SALARIES & BENEFITS:
		-

2) OPERATING EXPENSES:

Occupancy:	Brief Description	Rate	Cost
		Total Occupancy:	-

Materials/Supplies:	Brief Description	Rate	Cost
		Total Materials & Supplies:	-

General Operating:	Brief Description	Rate	Cost
		Total General Operating:	-

Other:	Brief Description	Rate	Cost
Grants to Clients	for third-party vendors of housing, utility, medical, etc.	3517 UOS @ \$100/UOS	351,749
		Total Other:	351,749
		TOTAL OPERATING EXPENSES:	351,749
		TOTAL DIRECT COSTS:	351,749

INDIRECT COSTS	Indirect Rate:	15.00%	
Sals & Bens of CEO, CFO, CIO, CPO, COO, Ops & HR Mgr @ 3.9% (2.0 Contract FTE / 51.0 Agency FTE).			
		TOTAL INDIRECT COSTS:	52,762
		TOTAL EXPENSES:	404,511

PRC - AIDS Emergency Fund Program

3/1/25-2/28/26

RWPA CF

Appendix: A-1/B-1g.2

Page: 1

Fiscal Year: 25-26

Funding Notification Date: 11/1/2023

UOS COST ALLOCATION BY SERVICE MODE

SERVICE MODES								
Personnel Expenses		Emergency Financial Assistance Grants						
Position Titles	FTE	Salaries	% FTE					Contract Totals
Total FTE & Total Salaries	0.000	-	0%					-
Fringe Benefits	0.0%	-	0%					-
Total Personnel Expenses		-	0%					-
Operating Expenses		Expenditure	%					Total
Total Occupancy		-	0%					-
Total Materials and Supplies		-	0%					-
Total General Operating		-	0%					-
Consultants/Subcontractor:			0%					-
Other (specify): Client Grants		275,229						275,229
Total Operating Expenses		275,229	100%					275,229
Total Direct Expenses		275,229	100%					275,229
Indirect Expenses	9.00%	24,771	100%					24,771
TOTAL EXPENSES		300,000	100%					300,000
UOS per Service Mode		2,752						2,752
Cost Per UOS by Service Mode		\$109.02						
UDC per Service Mode		324						324

BUDGET JUSTIFICATION

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

Appendix #: A-1/B-1g.2
 Fiscal Year: 25-26

1a) SALARIES

Total FTE:	0.000	Total Salaries:	-
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1b) EMPLOYEE FRINGE BENEFITS:

Component	Cost
Social Security	\$ -
Workers Comp	\$ -
Health and Dental	\$ -
Retirement	\$ -
Paid Time Off	\$ -
Other (Life, ADD, STD)	\$ -
Fringe Benefit %:	0.00%
Total Fringe Benefit:	-
TOTAL SALARIES & BENEFITS:	-

2) OPERATING EXPENSES:

Occupancy:	Brief Description	Rate	Cost
		Total Occupancy:	-

Materials/Supplies:	Brief Description	Rate	Cost
		Total Materials & Supplies:	-

General Operating:	Brief Description	Rate	Cost
		Total General Operating:	-

Other:	Brief Description	Rate	Cost
Grants to Clients	for third-party vendors of housing, utility, medical, etc.	2752 @ \$100/UOS	275,229
		Total Other:	275,229
		TOTAL OPERATING EXPENSES:	275,229
		TOTAL DIRECT COSTS:	275,229

INDIRECT COSTS	Indirect Rate:	9.00%	
Sals & Bens of CEO, CFO, CIO, CPO, COO, Ops & HR Mgr @ 3.9% (2.0 Contract FTE / 51.0 Agency FTE).			24,771
		TOTAL INDIRECT COSTS:	24,771
		TOTAL EXPENSES:	300,000

PRC - AIDS Emergency Fund Program

3/1/26-2/28/27

RWPA

Appendix: A-1/B-1h

Page: 1

Fiscal Year: 26-27

Funding Notification Date 11/1/2023

UOS COST ALLOCATION BY SERVICE MODE

		SERVICE MODES						
Personnel Expenses		Emergency Financial Assistance Grants						Contract Totals
Position Titles	FTE	Salaries	% FTE					
Client Services Director	1.00	86,528	100%					86,528
Client Services Manager	1.00	71,083	100%					71,083
Director of Data Systems and Contracts Compliance	0.20	24,877	20%					24,877
Compliance Specialist	0.16787	12,710	17%					12,710
Total FTE & Total Salaries	2.36787	195,198	100%					195,198
Fringe Benefits	23.08%	45,052	100%					45,052
Total Personnel Expenses		240,250	100%					240,250
Operating Expenses		Expenditure	%					Total
Total Occupancy		94,518	100%					94,518
Total Materials and Supplies		8,522	100%					8,522
Total General Operating		17,876	100%					17,876
Consultants/Subcontractor:		420	100%					420
Other (specify): Client Grants		284,103	100%					284,103
Total Operating Expenses		405,439	100%					405,439
Total Direct Expenses		645,689	100%					645,689
Indirect Expenses	9.00%	58,112	100%					58,112
TOTAL EXPENSES		703,801	100%					703,801
UOS per Service Mode		2,841						2,841
Cost Per UOS by Service Mode		\$247.74						
UDC per Service Mode		334						334

BUDGET JUSTIFICATION**Contractor Name** PRC - AIDS Emergency Fund ProgramAppendix #: A-1/B-1h**Program Name:** AIDS Emergency Fund ProgramFiscal Year: 26-27**1a) SALARIES**

Staff Position 1	Client Services Director			
Brief Duties	Responsible for overall management of Client Services.			
Min Quals	BA degree and experience accessing HIV related community resources.			
	<i>Annual Salary</i>	<i>x FTE</i>	<i>x mos per yr</i>	<i>Annualized if < 12 mos</i>
	\$86,528.00	1.00	12	1
				Total
				\$ 86,528

Staff Position 2:	Client Services Manager			
Brief Duties	Assists the Director of Client Services in processing client applications and directing volunteers. Manages demographic data collection and satisfaction surveys.			
Min Quals	BA degree and experience working with HIV positive clients.			
	<i>Annual Salary</i>	<i>x FTE</i>	<i>x mos per yr</i>	<i>Annualized if < 12 mos</i>
	\$71,082.70	1.00	12	1
				Total
				\$ 71,083

Staff Position 3:	Director of Data Systems and Contracts Compliance			
Brief Duties	Responsible for contract compliance; reporting and oversight.			
Min Quals	Strong organizational, calendaring & computer skills.			
	<i>Annual Salary</i>	<i>x FTE</i>	<i>x mos per yr</i>	<i>Annualized if < 12 mos</i>
	\$124,384.00	0.20	12	1
				Total
				\$ 24,877

Staff Position 4:	Compliance Specialist			
Brief Duties	Implementation and management of quality assurance (QA) activities across the agency's various client services; running regular reports for each program, tracking, analyzing and reporting program goals and activities; procuring data and documentation and submitting them to outside agencies/funders.			
Min Quals	3 years in QA, 2 years in staff training.			
	<i>Annual Salary</i>	<i>x FTE</i>	<i>x mos per yr</i>	<i>Annualized if < 12 mos</i>
	\$75,712.00	0.16787	12	1
				Total
				\$ 12,710

Total FTE: **2.36787****Total Salaries: \$ 195,198****1b) EMPLOYEE FRINGE BENEFITS:****Component****Cost**

Component	Cost
Social Security	\$ 14,835.05
Workers Comp	\$ 527.03
Health and Dental	\$ 23,423.76
Retirement	\$ 4,899.47

Paid Time Off	\$	-
Other (LIFE, ADD,STD)	\$	1,366.39
Total Fringe Benefit:		45,052
Fringe Benefit %:		23.08%
TOTAL SALARIES & EMPLOYEE FRINGE BENEFITS:		240,250

2) OPERATING EXPENSES:

Occupancy:

Expense Item	Brief Description	Rate	Cost
Rent & Other Occupancy	Office rent - 170 9th St.,, plus property taxes/utilities/telephone/other occupancy.	Program Share Per 170 9th St. Shared Allocation Model.	82,488
Security	Security costs, 170 9th Street.	Program Share Per 170 9th St. Shared Allocation Model.	12,030
Total Occupancy:			94,518

Materials & Supplies:

Expense Item	Brief Description	Rate	Cost
Office Supplies	Office Supplies and Materials.	Program Share Per 170 9th St. Shared Allocation Model.	8,522
Total Materials & Supplies:			8,522

General Operating:

Expense Item	Brief Description	Rate	Cost
IT services and supplies	Shared technology costs, including contracted tech support and tech supplies software licenses.	Program Share Per 170 9th St. Shared Allocation Model.	17,876
Total General Operating:			17,876

Consultants/Subcontractors:

Consultant/Subcon	Service Description	Rate	Cost
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Translator	Translation services for non-English speakers.	\$35/month x 12 months	420
Total Consultants/Subcontractors:			420

Other: _____

Expense Item	Brief Description	Rate	Cost
Grants to Clients	to be paid to third-party vendors of housing, utility, medical, or other emergency necessities.	2841 UOS @ \$100/UOS	284,103
Total Other:			284,103

TOTAL OPERATING EXPENSES:	405,439
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TOTAL DIRECT COSTS:	645,689
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INDIRECT COSTS |

Sals & Bens of CEO, CFO, CIO, CPO, COO, Ops & HR Mgr @ 3.9% (2.0 Contract FTE / 51.0 Agency FTE).	58,112
Indirect Rate:	9.0000%
TOTAL INDIRECT COSTS:	58,112

TOTAL EXPENSES:	703,801
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PRC - AIDS Emergency Fund Program

7/1/26-6/30/27

HHS GF

Appendix: A-1/B-1h.1

Page: 1

Fiscal Year: 26-27

Funding Notification Date 11/1/2023

UOS COST ALLOCATION BY SERVICE MODE

SERVICE MODES								
Personnel Expenses		Emergency Financial Assistance Grants						Contract Totals
Position Titles	FTE	Salaries	% FTE					
Director of Quality Assurance	0.000	-						-
Offices Services Manager	0.000	-						-
								-
								-
Total FTE & Total Salaries	0.000	-	0%					-
Fringe Benefits	0.0%	-	0%					-
Total Personnel Expenses		-	0%					-
Operating Expenses		Expenditure	%					Total
Total Occupancy		-						-
Total Materials and Supplies		-	0%					-
Total General Operating		-	100%					-
Consultants/Subcontractor:								-
Other (specify): Client Grants		362,301						362,301
Total Operating Expenses		362,301	100%					362,301
Total Direct Expenses		362,301	100%					362,301
Indirect Expenses	15.00%	54,345	100%					54,345
TOTAL EXPENSES		416,646	100%					416,646
UOS per Service Mode		3,623						3,623
Cost Per UOS by Service Mode		\$115.01						
UDC per Service Mode		426						426

BUDGET JUSTIFICATIONContractor Name **PRC - AIDS Emergency Fund Program**Program Name: **AIDS Emergency Fund Program**Appendix #: **A-1/B-1h.1**Fiscal Year: **26-27****1a) SALARIES**Total FTE: **0.000**Total Salaries: \$ **-****1b) EMPLOYEE FRINGE BENEFITS:****Component****Cost****Component****Cost**

Social Security	\$	-
Workers Comp	\$	-
Health and Dental	\$	-
Retirement	\$	-
Paid Time Off	\$	-
Other (LIFE, ADD, STD)	\$	-
Fringe Benefit %:	0.00%	Total Fringe Benefit:
		-
		TOTAL SALARIES & BENEFITS:
		-

2) OPERATING EXPENSES:

Occupancy:	Brief Description	Rate	Cost
		Total Occupancy:	-

Materials/Supplies:	Brief Description	Rate	Cost
		Total Materials & Supplies:	-

General Operating:	Brief Description	Rate	Cost
		Total General Operating:	-

Other:	Brief Description	Rate	Cost
Grants to Clients	for third-party vendors of housing, utility, medical, etc.	3623 UOS @ \$100/UOS	362,301
		Total Other:	362,301
		TOTAL OPERATING EXPENSES:	362,301
		TOTAL DIRECT COSTS:	362,301

INDIRECT COSTS	Indirect Rate:	15.00%	
Sals & Bens of CEO, CFO, CIO, CPO, COO, Ops & HR Mgr @ 3.9% (2.0 Contract FTE / 51.0 Agency FTE).			
		TOTAL INDIRECT COSTS:	54,345
		TOTAL EXPENSES:	416,646

PRC - AIDS Emergency Fund Program

3/1/26-2/28/27

RWPA CF

Appendix: A-1/B-1h.2

Page: 1

Fiscal Year: 26-27

Funding Notification Date: 11/1/2023

UOS COST ALLOCATION BY SERVICE MODE

SERVICE MODES								
Personnel Expenses		Emergency Financial Assistance Grants						
Position Titles	FTE	Salaries	% FTE					Contract Totals
Total FTE & Total Salaries	0.000	-	0%					-
Fringe Benefits	0.0%	-	0%					-
Total Personnel Expenses		-	0%					-
Operating Expenses		Expenditure	%					Total
Total Occupancy		-	0%					-
Total Materials and Supplies		-	0%					-
Total General Operating		-	0%					-
Consultants/Subcontractor:			0%					-
Other (specify): Client Grants		275,229						275,229
Total Operating Expenses		275,229	100%					275,229
Total Direct Expenses		275,229	100%					275,229
Indirect Expenses	9.00%	24,771	100%					24,771
TOTAL EXPENSES		300,000	100%					300,000
UOS per Service Mode		2,752						2,752
Cost Per UOS by Service Mode		\$109.02						
UDC per Service Mode		324						324

BUDGET JUSTIFICATION

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

Appendix #: A-1/B-1h.2
 Fiscal Year: 26-27

1a) SALARIES

Total FTE: 0.000

Total Salaries: -

1b) EMPLOYEE FRINGE BENEFITS:	Component	Cost
Component	Cost	
	Social Security	\$ -
	Workers Comp	\$ -
	Health and Dental	\$ -
	Retirement	\$ -
	Paid Time Off	\$ -
	Other (Life, ADD, STD)	\$ -
	Fringe Benefit %:	0.00%
	Total Fringe Benefit:	-
	TOTAL SALARIES & BENEFITS:	-

2) OPERATING EXPENSES:

Occupancy:	Brief Description	Rate	Cost
		Total Occupancy:	-

Materials/Supplies:	Brief Description	Rate	Cost
		Total Materials & Supplies:	-

General Operating:	Brief Description	Rate	Cost
		Total General Operating:	-

Other:	Brief Description	Rate	Cost
Grants to Clients	for third-party vendors of housing, utility, medical, etc.	2752 @ \$100/UOS	275,229.00
		Total Other:	275,229.00
		TOTAL OPERATING EXPENSES:	275,229.00
		TOTAL DIRECT COSTS:	275,229.00

INDIRECT COSTS	Indirect Rate:	9.00%
Sals & Bens of CEO, CFO, CIO, CPO, COO, Ops & HR Mgr @ 3.9% (2.0 Contract FTE / 51.0 Agency FTE).		24,771.00
	TOTAL INDIRECT COSTS:	24,771.00
	TOTAL EXPENSES:	300,000.00

PRC - AIDS Emergency Fund Program

3/1/27-2/29/28

RWPA

Appendix: A-1/B-1i

Page: 1

Fiscal Year: 27-28

Funding Notification Date 11/1/2023

UOS COST ALLOCATION BY SERVICE MODE

		SERVICE MODES						
Personnel Expenses		Emergency Financial Assistance Grants						Contract Totals
Position Titles	FTE	Salaries	% FTE					
Client Services Director	1.00	86,528	100%					86,528
Client Services Manager	1.00	71,083	100%					71,083
Director of Data Systems and Contracts Compliance	0.20	24,877	20%					24,877
Compliance Specialist	0.16787	12,710	17%					12,710
Total FTE & Total Salaries	2.36787	195,198	100%					195,198
Fringe Benefits	23.08%	45,052	100%					45,052
Total Personnel Expenses		240,250	100%					240,250
Operating Expenses		Expenditure	%					Total
Total Occupancy		94,518	100%					94,518
Total Materials and Supplies		8,522	100%					8,522
Total General Operating		17,876	100%					17,876
Consultants/Subcontractor:		420	100%					420
Other (specify): Client Grants		284,103	100%					284,103
Total Operating Expenses		405,439	100%					405,439
Total Direct Expenses		645,689	100%					645,689
Indirect Expenses	9.00%	58,112	100%					58,112
TOTAL EXPENSES		703,801	100%					703,801
UOS per Service Mode		2,841						2,841
Cost Per UOS by Service Mode		\$247.74						
UDC per Service Mode		334						334

BUDGET JUSTIFICATION**Contractor Name** PRC - AIDS Emergency Fund ProgramAppendix #: A-1/B-1i**Program Name:** AIDS Emergency Fund ProgramFiscal Year: 27-28**1a) SALARIES**

Staff Position 1	Client Services Director			
Brief Duties	Responsible for overall management of Client Services.			
Min Quals	BA degree and experience accessing HIV related community resources.			
	<i>Annual Salary</i>	<i>x FTE</i>	<i>x mos per yr</i>	<i>Annualized if < 12 mos</i>
	\$86,528.00	1.00	12	1
				Total
				\$ 86,528

Staff Position 2:	Client Services Manager			
Brief Duties	Assists the Director of Client Services in processing client applications and directing volunteers. Manages demographic data collection and satisfaction surveys.			
Min Quals	BA degree and experience working with HIV positive clients.			
	<i>Annual Salary</i>	<i>x FTE</i>	<i>x mos per yr</i>	<i>Annualized if < 12 mos</i>
	\$71,082.70	1.00	12	1
				Total
				\$ 71,083

Staff Position 3:	Director of Data Systems and Contracts Compliance			
Brief Duties	Responsible for contract compliance; reporting and oversight.			
Min Quals	Strong organizational, calendaring & computer skills.			
	<i>Annual Salary</i>	<i>x FTE</i>	<i>x mos per yr</i>	<i>Annualized if < 12 mos</i>
	\$124,384.00	0.20	12	1
				Total
				\$ 24,877

Staff Position 4:	Compliance Specialist			
Brief Duties	Implementation and management of quality assurance (QA) activities across the agency's various client services; running regular reports for each program, tracking, analyzing and reporting program goals and activities; procuring data and documentation and submitting them to outside agencies/funders.			
Min Quals	3 years in QA, 2 years in staff training.			
	<i>Annual Salary</i>	<i>x FTE</i>	<i>x mos per yr</i>	<i>Annualized if < 12 mos</i>
	\$75,712.00	0.16787	12	1
				Total
				\$ 12,710

Total FTE: **2.36787****Total Salaries: \$ 195,198****1b) EMPLOYEE FRINGE BENEFITS:****Component****Cost**

Component	Cost
Social Security	\$ 14,835.05
Workers Comp	\$ 527.03
Health and Dental	\$ 23,423.76

Retirement	\$	4,899.47
Paid Time Off	\$	-
Other (LIFE, ADD,STD)	\$	1,366.39
Total Fringe Benefit:		45,052
Fringe Benefit %:		23.08%
TOTAL SALARIES & EMPLOYEE FRINGE BENEFITS:		240,250

2) OPERATING EXPENSES:**Occupancy:**

Expense Item	Brief Description	Rate	Cost
Rent & Other Occupancy	Office rent - 170 9th St.,, plus property taxes/utilities/telephone/other occupancy.	Program Share Per 170 9th St. Shared Allocation Model.	82,488
Security	Security costs, 170 9th Street.	Program Share Per 170 9th St. Shared Allocation Model.	12,030
Total Occupancy:			94,518

Materials & Supplies:

Expense Item	Brief Description	Rate	Cost
Office Supplies	Office Supplies and Materials.	Program Share Per 170 9th St. Shared Allocation Model.	8,522
Total Materials & Supplies:			8,522

General Operating:

Expense Item	Brief Description	Rate	Cost
IT services and supplies	Shared technology costs, including contracted tech support and tech supplies software licenses.	Program Share Per 170 9th St. Shared Allocation Model.	17,876
Total General Operating:			17,876

Consultants/Subcontractors:

Consultant/Subcon	Service Description	Rate	Cost
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Translator	Translation services for non-English speakers.	\$35/month x 12 months	420
Total Consultants/Subcontractors:			420

Other:

Expense Item	Brief Description	Rate	Cost
Grants to Clients	to be paid to third-party vendors of housing, utility, medical, or other emergency necessities.	2841 UOS @ \$100/UOS	284,103
Total Other:			284,103

TOTAL OPERATING EXPENSES:	405,439
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TOTAL DIRECT COSTS:	645,689
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INDIRECT COSTS

Sals & Bens of CEO, CFO, CIO, CPO, COO, Ops & HR Mgr @ 3.9% (2.0 Contract FTE / 51.0 Agency FTE).	58,112
Indirect Rate:	9.00%
TOTAL INDIRECT COSTS:	58,112

TOTAL EXPENSES:	703,801
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PRC - AIDS Emergency Fund Program

7/1/27-2/29/28

HHS GF

Appendix: A-1/B-1i.1

Page: 1

Fiscal Year: 27-28

Funding Notification Date 11/1/2023

UOS COST ALLOCATION BY SERVICE MODE

SERVICE MODES								
Personnel Expenses		Emergency Financial Assistance Grants						Contract Totals
Position Titles	FTE	Salaries	% FTE					
Director of Quality Assurance	0.000	-						-
Offices Services Manager	0.000	-						-
								-
								-
Total FTE & Total Salaries	0.000	-	0%					-
Fringe Benefits	0.0%	-	0%					-
Total Personnel Expenses		-	0%					-
Operating Expenses		Expenditure	%					Total
Total Occupancy		-						-
Total Materials and Supplies		-	0%					-
Total General Operating		-	100%					-
Consultants/Subcontractor:								-
Other (specify): Client Grants		248,780						248,780
Total Operating Expenses		248,780	100%					248,780
Total Direct Expenses		248,780	100%					248,780
Indirect Expenses	15.00%	37,317	100%					37,317
TOTAL EXPENSES		286,097	100%					286,097
UOS per Service Mode		2,488						2,488
Cost Per UOS by Service Mode		\$115.00						
UDC per Service Mode		293						293

BUDGET JUSTIFICATIONContractor Name **PRC - AIDS Emergency Fund Program**Program Name: **AIDS Emergency Fund Program**Appendix #: **A-1/B-1i.1**Fiscal Year: **27-28****1a) SALARIES**Total FTE: **0.000**Total Salaries: \$ **-****1b) EMPLOYEE FRINGE BENEFITS:****Component****Cost****Component****Cost**

Social Security	\$	-
Workers Comp	\$	-
Health and Dental	\$	-
Retirement	\$	-
Paid Time Off	\$	-
Other (LIFE, ADD, STD)	\$	-
Fringe Benefit %:	0.00%	Total Fringe Benefit:
		-
		TOTAL SALARIES & BENEFITS:
		-

2) OPERATING EXPENSES:

Occupancy:	Brief Description	Rate	Cost
		Total Occupancy:	-

Materials/Supplies:	Brief Description	Rate	Cost
		Total Materials & Supplies:	-

General Operating:	Brief Description	Rate	Cost
		Total General Operating:	-

Other:	Brief Description	Rate	Cost
Grants to Clients	for third-party vendors of housing, utility, medical, etc.	2488 UOS @ \$100/UOS	248,780
		Total Other:	248,780
		TOTAL OPERATING EXPENSES:	248,780
		TOTAL DIRECT COSTS:	248,780

INDIRECT COSTS	Indirect Rate:	15.00%	
Sals & Bens of CEO, CFO, CIO, CPO, COO, Ops & HR Mgr @ 3.9% (2.0 Contract FTE / 51.0 Agency FTE).			
		TOTAL INDIRECT COSTS:	37,317
		TOTAL EXPENSES:	286,097

PRC - AIDS Emergency Fund Program

3/1/27-2/29/28

RWPA CF

Appendix: A-1/B-1i.2

Page: 1

Fiscal Year: 27-28

Funding Notification Date: 11/1/2023

UOS COST ALLOCATION BY SERVICE MODE

SERVICE MODES								
Personnel Expenses		Emergency Financial Assistance Grants						
Position Titles	FTE	Salaries	% FTE					Contract Totals
Total FTE & Total Salaries	0.000	-	0%					-
Fringe Benefits	0.0%	-	0%					-
Total Personnel Expenses		-	0%					-
Operating Expenses		Expenditure	%					Total
Total Occupancy		-	0%					-
Total Materials and Supplies		-	0%					-
Total General Operating		-	0%					-
Consultants/Subcontractor:			0%					-
Other (specify): Client Grants		275,229						275,229
Total Operating Expenses		275,229	100%					275,229
Total Direct Expenses		275,229	100%					275,229
Indirect Expenses	9.00%	24,771	100%					24,771
TOTAL EXPENSES		300,000	100%					300,000
UOS per Service Mode		2,752						2,752
Cost Per UOS by Service Mode		\$109.02						
UDC per Service Mode		324						324

BUDGET JUSTIFICATION

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

Appendix #: A-1/B-1i.2
Fiscal Year: 27-28

1a) SALARIES

Total FTE:	0.000	Total Salaries:	-
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1b) EMPLOYEE FRINGE BENEFITS:	Component	Cost
(Components provided below are samples only. The budgeted components should reflect the contractor's ledger accounts.)		
Component	Cost	
Social Security	\$	-
Workers Comp	\$	-
Health and Dental	\$	-
Retirement	\$	-
Paid Time Off	\$	-
Other (Life, ADD, STD)	\$	-
Fringe Benefit %:	0.00%	Total Fringe Benefit: -
		TOTAL SALARIES & BENEFITS: -

2) OPERATING EXPENSES:

Occupancy:	Brief Description	Rate	Cost
Total Occupancy:			-

Materials/Supplies:	Brief Description	Rate	Cost
Total Materials & Supplies:			-

General Operating:	Brief Description	Rate	Cost
Total General Operating:			-

Other:	Brief Description	Rate	Cost
Grants to Clients	for third-party vendors of housing, utility, medical, etc.	2752 @ \$100/UOS	275,229.00
Total Other:			275,229.00
TOTAL OPERATING EXPENSES:			275,229.00
TOTAL DIRECT COSTS:			275,229.00

INDIRECT COSTS	Indirect Rate:	9.00%	
Sals & Bens of CEO, CFO, CIO, CPO, COO, Ops & HR Mgr @ 3.9% (2.0 Contract FTE / 51.0 Agency FTE).			24,771.00
TOTAL INDIRECT COSTS:			24,771.00
TOTAL EXPENSES:			300,000.00

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.

APPENDIX E



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.

APPENDIX E



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:	Phone #	Email:
Title:		
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 # 1000009024

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 03/01/2018 (“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:

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

APPENDIX F-1f.1
07/01/24-06/30/25
PAGE A

Contractor: Positive Resource Center Address: 170 9th Street San Francisco, CA 94103 Telephone: 415-777-0333 Fax: 415-777-1770	Contract ID # <div style="border: 1px solid black; padding: 2px;">1000009024</div>	Invoice Number <div style="border: 1px solid black; padding: 2px;">JUL24</div>	Contract Purchase Order No: <div style="border: 1px solid black; width: 100%; height: 15px;"></div> Funding Source: <div style="border: 1px solid black; width: 100%; height: 15px;"></div> Department ID-Authority ID: <div style="border: 1px solid black; width: 100%; height: 15px;"></div> Project ID-Activity ID: <div style="border: 1px solid black; width: 100%; height: 15px;"></div> Invoice Period: <div style="border: 1px solid black; padding: 2px; color: red;">07/1/24 - 07/31/24</div>
Program Name: PRC - AIDS Emergency Fund Program ACE Control #: <div style="border: 1px solid black; width: 150px; height: 15px;"></div>		<div style="border: 1px solid black; padding: 10px; width: 80px; margin: 0 auto;"> HHS </div>	

FINAL Invoice (check if Yes)

DELIVERABLES	TOTAL CONTRACTED		DELIVERED THIS PERIOD		DELIVERED TO DATE		% OF TOTAL		REMAINING DELIVERABLES	
	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC
Emergency Financial Assistance Grants	3,415	402							3,415	402

	UDC	UDC	UDC	UDC	UDC
Unduplicated Clients for Appendix		402			402

EXPENDITURES	BUDGET	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
Total Salaries (See Page B)					
Fringe Benefits					
Total Personnel Expenses					
Operating Expenses:					
Occupancy -(e.g., Rental of Property, Utilities, Building Maintenance Supplies and Repairs)					
Materials and Supplies -(e.g., Office, Postage, Printing and Repro., Program Supplies)					
General Operating -(e.g., Insurance, Staff Training, Equipment Rental/Maintenance)					
Staff Travel - (e.g., Local & Out of Town)					
Consultant/Subcontractor					
Other - (Client Grants)	\$341,504				\$341,504.00
Total Operating Expenses	\$341,504				\$341,504.00
Capital Expenditures					
TOTAL DIRECT EXPENSES	\$341,504				\$341,504.00
Indirect Expenses	\$51,225				\$51,225.00
TOTAL EXPENSES	\$392,729				\$392,729.00
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: _____ (DPH Authorized Signatory)	Date: _____
ATTN: Accounts Payable		

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

APPENDIX F-1f.2
03/01/24-02/28/25
PAGE A

Contractor: Positive Resource Center Address: 170 9th Street San Francisco, CA 94103 Telephone: 415-777-0333 Fax: 415-777-1770	Contract ID # <div style="border: 1px solid black; padding: 2px;">1000009024</div>	Invoice Number <div style="border: 1px solid black; padding: 2px;">MAR24</div>	Contract Purchase Order No: <div style="border: 1px solid black; width: 100%; height: 15px;"></div> Funding Source: <div style="border: 1px solid black; width: 100%; height: 15px;"></div> Department ID-Authority ID: <div style="border: 1px solid black; width: 100%; height: 15px;"></div> Project ID-Activity ID: <div style="border: 1px solid black; width: 100%; height: 15px;"></div> Invoice Period: <div style="border: 1px solid black; padding: 2px;">03/1/24 - 03/31/24</div>
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HHS

Program Name: PRC - AIDS Emergency Fund Program

ACE Control #:

FINAL Invoice (check if Yes)

DELIVERABLES	TOTAL CONTRACTED		DELIVERED THIS PERIOD		DELIVERED TO DATE		% OF TOTAL		REMAINING DELIVERABLES	
	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC
Emergency Financial Assistance Grants	2,752	324							2,752	324

	UDC	UDC	UDC	UDC	UDC
Unduplicated Clients for Appendix		324			324

EXPENDITURES	BUDGET	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
Total Salaries (See Page B)					
Fringe Benefits					
Total Personnel Expenses					
Operating Expenses:					
Occupancy -(e.g., Rental of Property, Utilities, Building Maintenance Supplies and Repairs)					
Materials and Supplies -(e.g., Office, Postage, Printing and Repro., Program Supplies)					
General Operating -(e.g., Insurance, Staff Training, Equipment Rental/Maintenance)					
Staff Travel - (e.g., Local & Out of Town)					
Consultant/Subcontractor					
Other - (Client Grants)	\$275,229				\$275,229.00
Total Operating Expenses	\$275,229				\$275,229.00
Capital Expenditures					
TOTAL DIRECT EXPENSES	\$275,229				\$275,229.00
Indirect Expenses	\$24,771				\$24,771.00
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: _____

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

APPENDIX F-1g
03/01/25-02/28/26
PAGE A

Contractor: Positive Resource Center Address: 170 9th Street San Francisco, CA 94103 Telephone: 415-777-0333 Fax: 415-777-1770	Contract ID # <div style="border: 1px solid black; padding: 2px;">1000009024</div>	Invoice Number <div style="border: 1px solid black; padding: 2px;">MAR25</div>	Contract Purchase Order No: <div style="border: 1px solid black; width: 100%; height: 15px;"></div> Funding Source: <div style="border: 1px solid black; width: 100%; height: 15px;"></div> Department ID-Authority ID: <div style="border: 1px solid black; width: 100%; height: 15px;"></div> Project ID-Activity ID: <div style="border: 1px solid black; width: 100%; height: 15px;"></div> Invoice Period: <div style="border: 1px solid black; padding: 2px;">03/1/25 - 03/31/25</div>
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HHS

Program Name: PRC - AIDS Emergency Fund Program

ACE Control #:

FINAL Invoice (check if Yes)

DELIVERABLES	TOTAL CONTRACTED		DELIVERED THIS PERIOD		DELIVERED TO DATE		% OF TOTAL		REMAINING DELIVERABLES	
	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC
Emergency Financial Assistance Grants	2,841	334							2,841	334

	UDC	UDC	UDC	UDC	UDC
Unduplicated Clients for Appendix		334			334

EXPENDITURES	BUDGET	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
Total Salaries (See Page B)	\$195,198				\$195,198.00
Fringe Benefits	\$45,052				\$45,052.00
Total Personnel Expenses	\$240,250				\$240,250.00
Operating Expenses:					
Occupancy -(e.g., Rental of Property, Utilities, Building Maintenance Supplies and Repairs)	\$94,518				\$94,518.00
Materials and Supplies -(e.g., Office, Postage, Printing and Repro., Program Supplies)	\$8,522				\$8,522.00
General Operating -(e.g., Insurance, Staff Training, Equipment Rental/Maintenance)	\$17,876				\$17,876.00
Staff Travel - (e.g., Local & Out of Town)					
Consultant/Subcontractor	\$420				\$420.00
Other - (Client Grants)	\$284,103				\$284,103.00
Total Operating Expenses	\$405,439				\$405,439.00
Capital Expenditures					
TOTAL DIRECT EXPENSES	\$645,689				\$645,689.00
Indirect Expenses	\$58,112				\$58,112.00
TOTAL EXPENSES	\$703,801				\$703,801.00
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: _____ (DPH Authorized Signatory)	Date: _____
ATTN: Accounts Payable		

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

APPENDIX F-1g.1
07/01/25-06/30/26
PAGE A

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

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

Contract ID #
1000009024

Invoice Number
JUL25

Contract Purchase Order No:

Funding Source:

Department ID-Authority ID:

Program Name: PRC - AIDS Emergency Fund Program

Project ID-Activity ID:

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
Emergency Financial Assistance Grants	3,517	414							3,517	414

	UDC	UDC	UDC	UDC	UDC
Unduplicated Clients for Appendix	414				414

EXPENDITURES	BUDGET	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
Total Salaries (See Page B)					
Fringe Benefits					
Total Personnel Expenses					
Operating Expenses:					
Occupancy -(e.g., Rental of Property, Utilities, Building Maintenance Supplies and Repairs)					
Materials and Supplies -(e.g., Office, Postage, Printing and Repro., Program Supplies)					
General Operating -(e.g., Insurance, Staff Training, Equipment Rental/Maintenance)					
Staff Travel - (e.g., Local & Out of Town)					
Consultant/Subcontractor					
Other - (Client Grants)	\$351,749				\$351,749.00
Total Operating Expenses	\$351,749				\$351,749.00
Capital Expenditures					
TOTAL DIRECT EXPENSES	\$351,749				\$351,749.00
Indirect Expenses	\$52,762				\$52,762.00
TOTAL EXPENSES	\$404,511				\$404,511.00
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: _____

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

APPENDIX F-1g.2
03/01/25-02/28/26
PAGE A

Contractor: Positive Resource Center Address: 170 9th Street San Francisco, CA 94103 Telephone: 415-777-0333 Fax: 415-777-1770	Contract ID # <div style="border: 1px solid black; padding: 2px;">1000009024</div>	Invoice Number <div style="border: 1px solid black; padding: 2px;">MAR25</div>	Contract Purchase Order No: <div style="border: 1px solid black; width: 100%; height: 15px;"></div> Funding Source: <div style="border: 1px solid black; width: 100%; height: 15px;"></div> Department ID-Authority ID: <div style="border: 1px solid black; width: 100%; height: 15px;"></div> Project ID-Activity ID: <div style="border: 1px solid black; width: 100%; height: 15px;"></div> Invoice Period: <div style="border: 1px solid black; padding: 2px; color: red;">03/1/25 - 03/31/25</div>
Program Name: PRC - AIDS Emergency Fund Program ACE Control #: <div style="border: 1px solid black; width: 150px; height: 15px;"></div>		<div style="border: 1px solid black; padding: 10px; width: 80px; margin: 0 auto;"> HHS </div>	
FINAL Invoice <div style="border: 1px solid black; width: 40px; height: 15px;"></div> (check if Yes)			

DELIVERABLES	TOTAL CONTRACTED		DELIVERED THIS PERIOD		DELIVERED TO DATE		% OF TOTAL		REMAINING DELIVERABLES	
	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC
Emergency Financial Assistance Grants	2,752	324							2,752	324

	UDC	UDC	UDC	UDC	UDC
Unduplicated Clients for Appendix		324			324

EXPENDITURES	BUDGET	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
Total Salaries (See Page B)					
Fringe Benefits					
Total Personnel Expenses					
Operating Expenses:					
Occupancy -(e.g., Rental of Property, Utilities, Building Maintenance Supplies and Repairs)					
Materials and Supplies -(e.g., Office, Postage, Printing and Repro., Program Supplies)					
General Operating -(e.g., Insurance, Staff Training, Equipment Rental/Maintenance)					
Staff Travel - (e.g., Local & Out of Town)					
Consultant/Subcontractor					
Other - (Client Grants)	\$275,229				\$275,229.00
Total Operating Expenses	\$275,229				\$275,229.00
Capital Expenditures					
TOTAL DIRECT EXPENSES	\$275,229				\$275,229.00
Indirect Expenses	\$24,771				\$24,771.00
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: _____

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

APPENDIX F-1h
03/01/26-02/28/27
PAGE A

Contractor: Positive Resource Center Address: 170 9th Street San Francisco, CA 94103 Telephone: 415-777-0333 Fax: 415-777-1770	Contract ID # <div style="border: 1px solid black; padding: 2px;">1000009024</div>	Invoice Number <div style="border: 1px solid black; padding: 2px;">MAR26</div>	Contract Purchase Order No: <div style="border: 1px solid black; width: 100%; height: 15px;"></div> Funding Source: <div style="border: 1px solid black; width: 100%; height: 15px;"></div> Department ID-Authority ID: <div style="border: 1px solid black; width: 100%; height: 15px;"></div> Project ID-Activity ID: <div style="border: 1px solid black; width: 100%; height: 15px;"></div> Invoice Period: <div style="border: 1px solid black; padding: 2px;">03/1/26 - 03/31/26</div>
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HHS

Program Name: PRC - AIDS Emergency Fund Program

ACE Control #:

FINAL Invoice (check if Yes)

DELIVERABLES	TOTAL CONTRACTED		DELIVERED THIS PERIOD		DELIVERED TO DATE		% OF TOTAL		REMAINING DELIVERABLES	
	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC
Emergency Financial Assistance Grants	2,841	334							2,841	334

	UDC	UDC	UDC	UDC	UDC
Unduplicated Clients for Appendix		334			334

EXPENDITURES	BUDGET	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
Total Salaries (See Page B)	\$195,198				\$195,198.00
Fringe Benefits	\$45,052				\$45,052.00
Total Personnel Expenses	\$240,250				\$240,250.00
Operating Expenses:					
Occupancy -(e.g., Rental of Property, Utilities, Building Maintenance Supplies and Repairs)	\$94,518				\$94,518.00
Materials and Supplies -(e.g., Office, Postage, Printing and Repro., Program Supplies)	\$8,522				\$8,522.00
General Operating -(e.g., Insurance, Staff Training, Equipment Rental/Maintenance)	\$17,876				\$17,876.00
Staff Travel - (e.g., Local & Out of Town)					
Consultant/Subcontractor	\$420				\$420.00
Other - (Client Grants)	\$284,103				\$284,103.00
Total Operating Expenses	\$405,439				\$405,439.00
Capital Expenditures					
TOTAL DIRECT EXPENSES	\$645,689				\$645,689.00
Indirect Expenses	\$58,112				\$58,112.00
TOTAL EXPENSES	\$703,801				\$703,801.00
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: _____ (DPH Authorized Signatory)	Date: _____
ATTN: Accounts Payable		

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

APPENDIX F-1h.1
07/01/26-06/30/27
PAGE A

Contractor: Positive Resource Center Address: 170 9th Street San Francisco, CA 94103 Telephone: 415-777-0333 Fax: 415-777-1770	Contract ID # <div style="border: 1px solid black; padding: 2px;">1000009024</div>	Invoice Number <div style="border: 1px solid black; padding: 2px;">JUL26</div>	Contract Purchase Order No: <div style="border: 1px solid black; width: 100%; height: 15px;"></div> Funding Source: <div style="border: 1px solid black; width: 100%; height: 15px;"></div> Department ID-Authority ID: <div style="border: 1px solid black; width: 100%; height: 15px;"></div> Project ID-Activity ID: <div style="border: 1px solid black; width: 100%; height: 15px;"></div> Invoice Period: <div style="border: 1px solid black; padding: 2px;">07/1/26 - 07/31/26</div>
Program Name: PRC - AIDS Emergency Fund Program ACE Control #: <div style="border: 1px solid black; width: 150px; height: 15px;"></div>		<div style="border: 1px solid black; padding: 10px; width: 80px; margin: 0 auto;">HHS</div>	

FINAL Invoice (check if Yes)

DELIVERABLES	TOTAL CONTRACTED		DELIVERED THIS PERIOD		DELIVERED TO DATE		% OF TOTAL		REMAINING DELIVERABLES	
	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC
Emergency Financial Assistance Grants	3,623	426							3,623	426

	UDC	UDC	UDC	UDC	UDC
Unduplicated Clients for Appendix		426			426

EXPENDITURES	BUDGET	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
Total Salaries (See Page B)					
Fringe Benefits					
Total Personnel Expenses					
Operating Expenses:					
Occupancy -(e.g., Rental of Property, Utilities, Building Maintenance Supplies and Repairs)					
Materials and Supplies -(e.g., Office, Postage, Printing and Repro., Program Supplies)					
General Operating -(e.g., Insurance, Staff Training, Equipment Rental/Maintenance)					
Staff Travel - (e.g., Local & Out of Town)					
Consultant/Subcontractor					
Other - (Client Grants)	\$362,301				\$362,301.00
Total Operating Expenses	\$362,301				\$362,301.00
Capital Expenditures					
TOTAL DIRECT EXPENSES	\$362,301				\$362,301.00
Indirect Expenses	\$54,345				\$54,345.00
TOTAL EXPENSES	\$416,646				\$416,646.00
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)	

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

APPENDIX F-1h.2
03/01/26-02/28/27
PAGE A

Contractor: Positive Resource Center Address: 170 9th Street San Francisco, CA 94103 Telephone: 415-777-0333 Fax: 415-777-1770	Contract ID # <div style="border: 1px solid black; padding: 2px;">1000009024</div>	Invoice Number <div style="border: 1px solid black; padding: 2px;">MAR26</div>	Contract Purchase Order No: <div style="border: 1px solid black; width: 100%; height: 15px;"></div> Funding Source: <div style="border: 1px solid black; width: 100%; height: 15px;"></div> Department ID-Authority ID: <div style="border: 1px solid black; width: 100%; height: 15px;"></div> Project ID-Activity ID: <div style="border: 1px solid black; width: 100%; height: 15px;"></div> Invoice Period: <div style="border: 1px solid black; padding: 2px;">03/1/26 - 03/31/26</div>
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HHS

Program Name: PRC - AIDS Emergency Fund Program

ACE Control #:

FINAL Invoice (check if Yes)

DELIVERABLES	TOTAL CONTRACTED		DELIVERED THIS PERIOD		DELIVERED TO DATE		% OF TOTAL		REMAINING DELIVERABLES	
	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC
Emergency Financial Assistance Grants	2,752	324							2,752	324

	UDC	UDC	UDC	UDC	UDC
Unduplicated Clients for Appendix		324			324

EXPENDITURES	BUDGET	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
Total Salaries (See Page B)					
Fringe Benefits					
Total Personnel Expenses					
Operating Expenses:					
Occupancy -(e.g., Rental of Property, Utilities, Building Maintenance Supplies and Repairs)					
Materials and Supplies -(e.g., Office, Postage, Printing and Repro., Program Supplies)					
General Operating -(e.g., Insurance, Staff Training, Equipment Rental/Maintenance)					
Staff Travel - (e.g., Local & Out of Town)					
Consultant/Subcontractor					
Other - (Client Grants)	\$275,229				\$275,229.00
Total Operating Expenses	\$275,229				\$275,229.00
Capital Expenditures					
TOTAL DIRECT EXPENSES	\$275,229				\$275,229.00
Indirect Expenses	\$24,771				\$24,771.00
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: _____

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

APPENDIX F-1i
03/01/27-02/29/28
PAGE A

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

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

Contract ID #
1000009024

Invoice Number
MAR27

Contract Purchase Order No:

Funding Source:

Department ID-Authority ID:

Program Name: PRC - AIDS Emergency Fund Program

Project ID-Activity ID:

ACE Control #:

Invoice Period: 03/1/27 - 03/31/27

FINAL Invoice (check if Yes)

DELIVERABLES	TOTAL CONTRACTED		DELIVERED THIS PERIOD		DELIVERED TO DATE		% OF TOTAL		REMAINING DELIVERABLES	
	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC
Emergency Financial Assistance Grants	2,841	334							2,841	334

	UDC	UDC	UDC	UDC	UDC
Unduplicated Clients for Appendix	334				334

EXPENDITURES	BUDGET		EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
Total Salaries (See Page B)	\$195,198					\$195,198.00
Fringe Benefits	\$45,052					\$45,052.00
Total Personnel Expenses	\$240,250					\$240,250.00
Operating Expenses:						
Occupancy -(e.g., Rental of Property, Utilities, Building Maintenance Supplies and Repairs)	\$94,518					\$94,518.00
Materials and Supplies -(e.g., Office, Postage, Printing and Repro., Program Supplies)	\$8,522					\$8,522.00
General Operating -(e.g., Insurance, Staff Training, Equipment Rental/Maintenance)	\$17,876					\$17,876.00
Staff Travel - (e.g., Local & Out of Town)						
Consultant/Subcontractor	\$420					\$420.00
Other - (Client Grants)	\$284,103					\$284,103.00
Total Operating Expenses	\$405,439					\$405,439.00
Capital Expenditures						
TOTAL DIRECT EXPENSES	\$645,689					\$645,689.00
Indirect Expenses	\$58,112					\$58,112.00
TOTAL EXPENSES	\$703,801					\$703,801.00
LESS: Initial Payment Recovery						
Other Adjustments (Enter as negative, if appropriate)						
REIMBURSEMENT						

NOTES:

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

Signature: _____

Date: _____

Title: _____

Send to: aidsoffice@sfdph.org

ATTN: Accounts Payable

By: _____
(DPH Authorized Signatory)

Date: _____

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

APPENDIX F-1i.1
07/01/27-02/29/28
PAGE A

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

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

Contract ID #
1000009024

Invoice Number
JUL27

Contract Purchase Order No:

Funding Source:

Department ID-Authority ID:

Program Name: PRC - AIDS Emergency Fund Program

Project ID-Activity ID:

ACE Control #:

Invoice Period: 07/1/27 - 07/31/27

FINAL Invoice (check if Yes)

DELIVERABLES	TOTAL CONTRACTED		DELIVERED THIS PERIOD		DELIVERED TO DATE		% OF TOTAL		REMAINING DELIVERABLES	
	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC
Emergency Financial Assistance Grants	2,488	293							2,488	293

	UDC	UDC	UDC	UDC	UDC
Unduplicated Clients for Appendix	293				293

EXPENDITURES	BUDGET	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
Total Salaries (See Page B)					
Fringe Benefits					
Total Personnel Expenses					
Operating Expenses:					
Occupancy -(e.g., Rental of Property, Utilities, Building Maintenance Supplies and Repairs)					
Materials and Supplies -(e.g., Office, Postage, Printing and Repro., Program Supplies)					
General Operating -(e.g., Insurance, Staff Training, Equipment Rental/Maintenance)					
Staff Travel - (e.g., Local & Out of Town)					
Consultant/Subcontractor					
Other - (Client Grants)	\$248,780				\$248,780.00
Total Operating Expenses	\$248,780				\$248,780.00
Capital Expenditures					
TOTAL DIRECT EXPENSES	\$248,780				\$248,780.00
Indirect Expenses	\$37,317				\$37,317.00
TOTAL EXPENSES	\$286,097				\$286,097.00
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: _____

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

APPENDIX F-1i.2
03/01/27-02/29/28
PAGE A

Contractor: Positive Resource Center Address: 170 9th Street San Francisco, CA 94103 Telephone: 415-777-0333 Fax: 415-777-1770	Contract ID # <div style="border: 1px solid black; padding: 2px;">1000009024</div>	Invoice Number <div style="border: 1px solid black; padding: 2px;">MAR27</div>	Contract Purchase Order No: <div style="border: 1px solid black; width: 100%; height: 15px;"></div> Funding Source: <div style="border: 1px solid black; width: 100%; height: 15px;"></div> Department ID-Authority ID: <div style="border: 1px solid black; width: 100%; height: 15px;"></div> Project ID-Activity ID: <div style="border: 1px solid black; width: 100%; height: 15px;"></div> Invoice Period: <div style="border: 1px solid black; padding: 2px;">03/1/27 - 03/31/27</div>
Program Name: PRC - AIDS Emergency Fund Program ACE Control #: <div style="border: 1px solid black; width: 150px; height: 15px;"></div>		<div style="border: 1px solid black; padding: 10px; width: 80px; margin: 0 auto;">HHS</div>	

FINAL Invoice (check if Yes)

DELIVERABLES	TOTAL CONTRACTED		DELIVERED THIS PERIOD		DELIVERED TO DATE		% OF TOTAL		REMAINING DELIVERABLES	
	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC
Emergency Financial Assistance Grants	2,752	324							2,752	324

	UDC	UDC	UDC	UDC	UDC
Unduplicated Clients for Appendix		324			324

EXPENDITURES	BUDGET	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
Total Salaries (See Page B)					
Fringe Benefits					
Total Personnel Expenses					
Operating Expenses:					
Occupancy -(e.g., Rental of Property, Utilities, Building Maintenance Supplies and Repairs)					
Materials and Supplies -(e.g., Office, Postage, Printing and Repro., Program Supplies)					
General Operating -(e.g., Insurance, Staff Training, Equipment Rental/Maintenance)					
Staff Travel - (e.g., Local & Out of Town)					
Consultant/Subcontractor					
Other - (Client Grants)	\$275,229				\$275,229.00
Total Operating Expenses	\$275,229				\$275,229.00
Capital Expenditures					
TOTAL DIRECT EXPENSES	\$275,229				\$275,229.00
Indirect Expenses	\$24,771				\$24,771.00
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	By: _____ (DPH Authorized Signatory)	Date: _____
ATTN: Accounts Payable		

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

TABLE OF CONTENTS

SECTION 1 - “THIRD PARTY” CATEGORIES 1

SECTION 2 - DEFINITIONS..... 1

SECTION 3 – GENERAL REQUIREMENTS 1

SECTION 4 – ADDITIONAL REQUIREMENTS FOR TREATMENT PROVIDERS 3

SECTION 5 – ADDITIONAL REQUIREMENTS FOR EDUCATION/TEACHING INSTITUTIONS 4

SECTION 6 – ADDITIONAL REQUIREMENTS FOR HEALTH INSURERS 4

SECTION 7 - DEPARTMENT’S RIGHTS..... 4

SECTION 8 - DATA BREACH; LOSS OF CITY DATA..... 5

Attachment 1 to SAA..... 6

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.** Third Party must maintain a password policy based on information security best practices for password length, complexity, and reuse. Third Party credentials used to access Third Party networks and systems must be configured for a password change no greater than every 90 calendar days.

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.

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:

A. 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.

Contract Amendment - Positive Resource Center - Emergency Financial Services BOS Budget & Finance Committee

Bill Blum

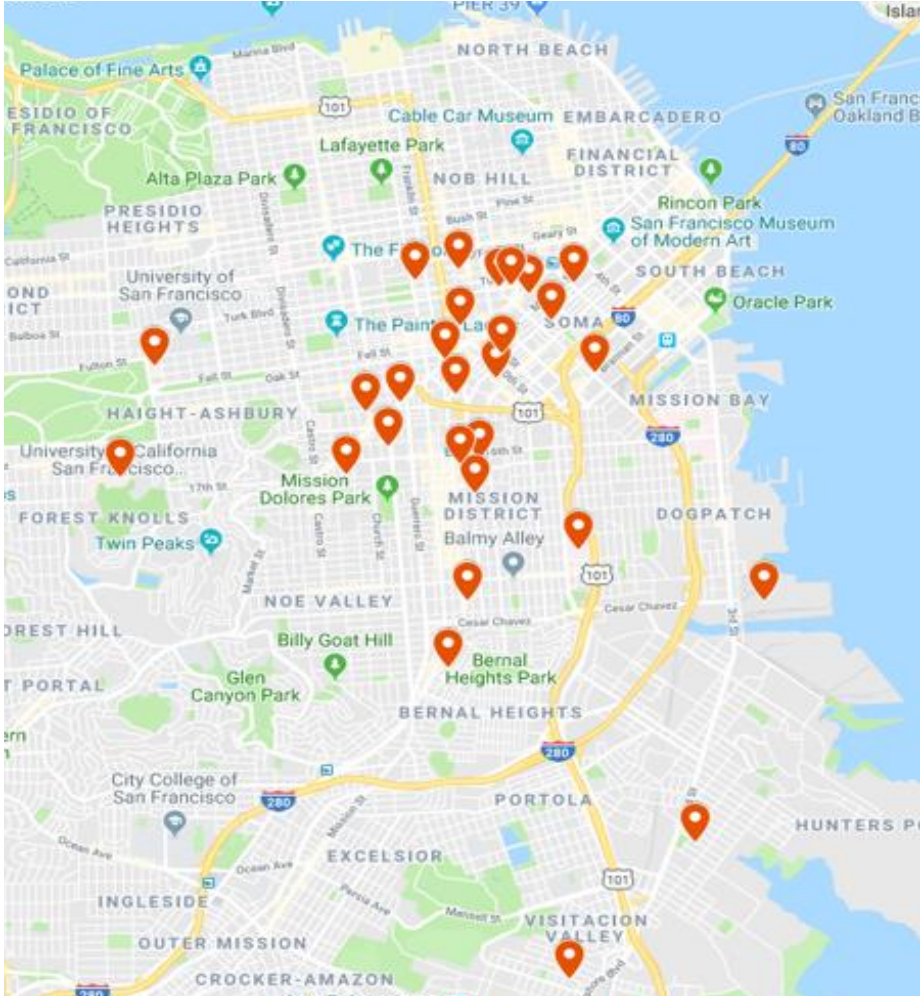
Director of HIV Health Services, Population Health Division

July 24, 2024



SAN FRANCISCO DEPARTMENT OF PUBLIC HEALTH

Overview of HHS Services



HIV HEALTH SERVICES

- Serves as the grantee for Ryan White Programs Parts A, B, C, Ending the HIV Epidemic as well as Getting To Zero.
- Serve safety net **low income** and **severe need** populations

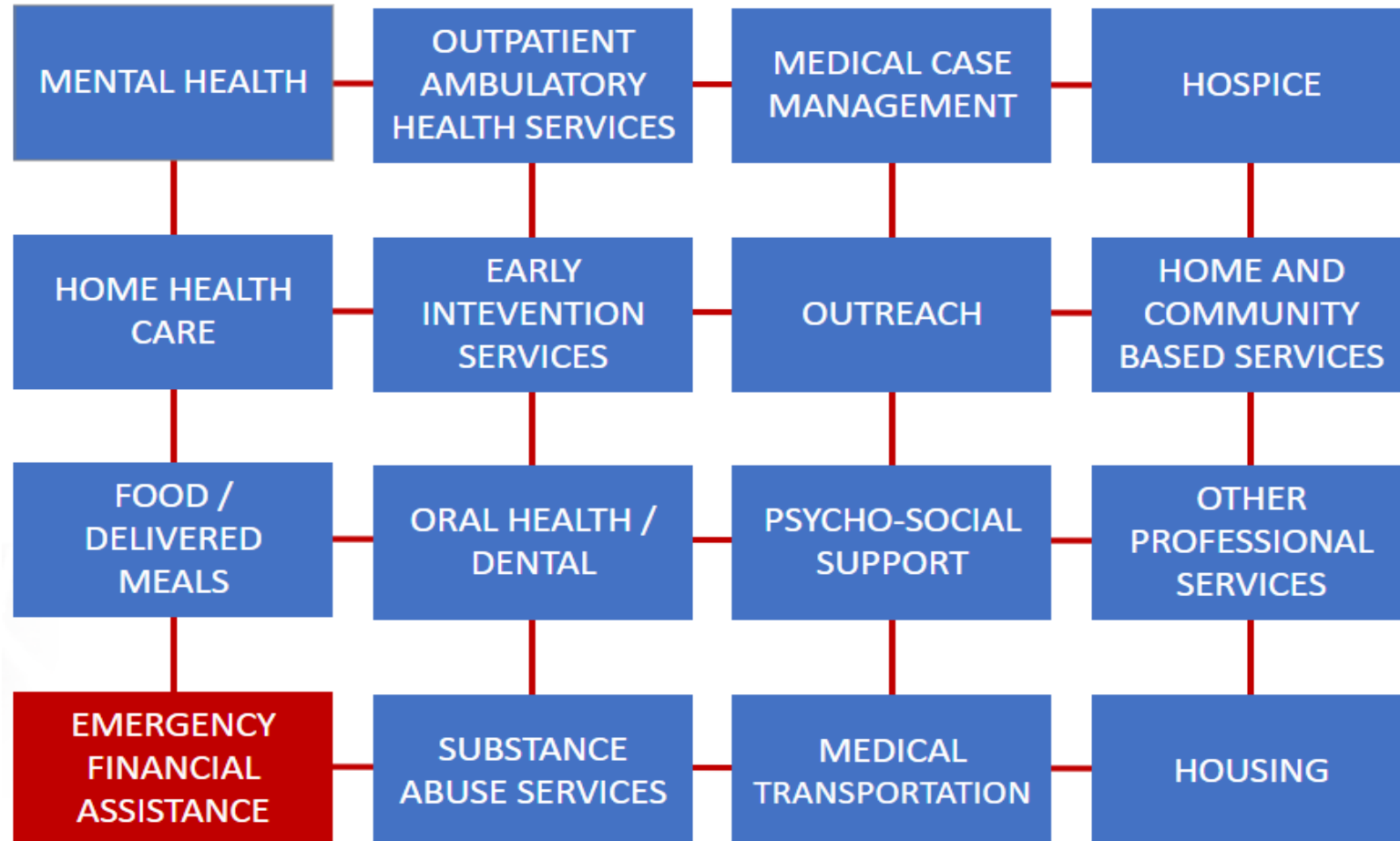


Ending
the
HIV
Epidemic
A PLAN FOR AMERICA

Service(s) Provided



SERVICE CATEGORIES



Overview of Contract Amendment



PARTNER	The mission of Positive Resource Center is to help people affected by HIV/AIDS, substance use, or mental health issues better realize opportunities by providing integrated legal, social, and health services that address the broad range of social risk factors that impact wellness and limit potential
AMOUNT	Not to exceed \$15,359,513
PROJECT	To provide emergency financial assistance grants for housing, utility bills, medical expenses, and eviction prevention grants to low-income individuals with HIV/AIDS
TIMELINE	March 1, 2018 to February 29, 2028



“Every time I’ve come to PRC, I felt like I was home. Even with my stress, anxiety, and depression, PRC has always seen my best side, and I’ve always been welcomed. Thank you very much for all the support you’ve given me – without this agency, I would not have achieved anything...”

Contract Information



\$1,385,091

Annual Budget

1,364

Annual Clients Served

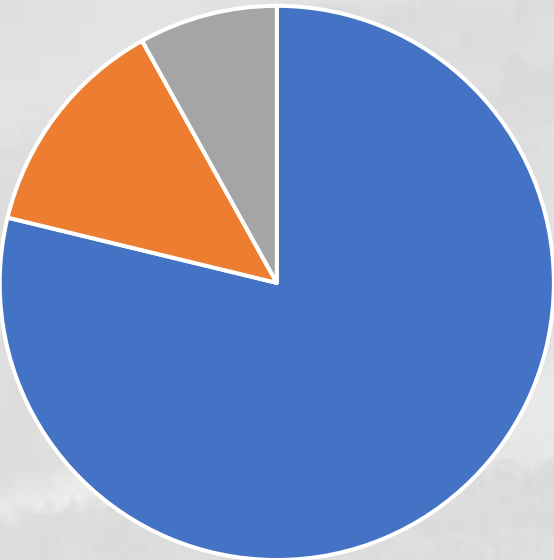
14,178

Annual Units of Service Delivered

36%

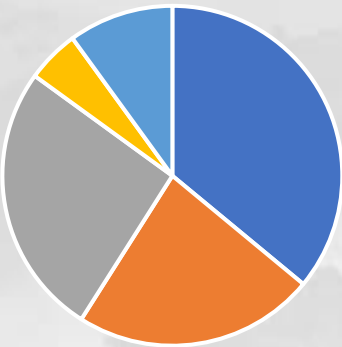
Uninsured Clients

Gender Identity



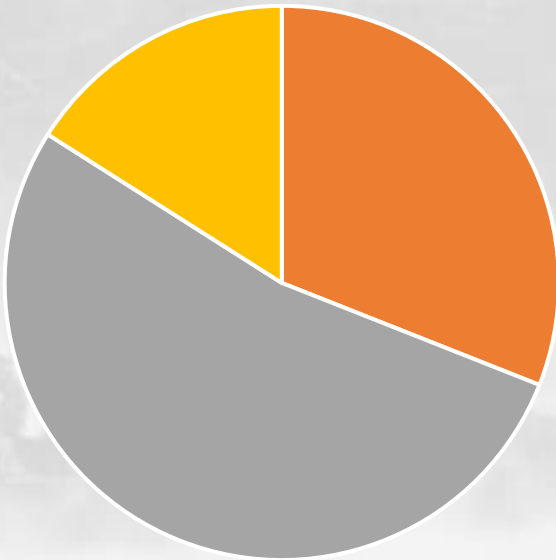
■ Cis Men ■ Cis Women ■ Trans Women

Race/Ethnicity



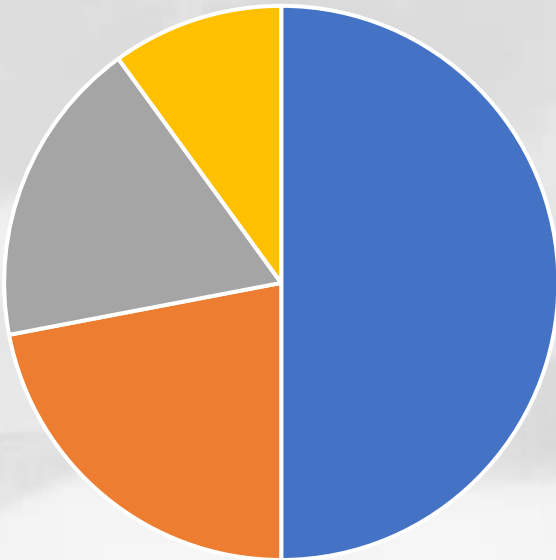
■ White
■ Black/African American
■ Latino/e/a/x
■ Asian
■ Other

Age



■ 0-24 ■ 25-44 ■ 45-64 ■ 65+

Poverty Level



■ 0-100 ■ 101-138 ■ 139-200 ■ 201+

Conclusion



DPH agrees with the BLA recommendations

DPH respectfully requests approval of this agreement

Thank you!

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

Agreement between the City and County of San Francisco and

POSITIVE RESOURCE CENTER

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

Recitals

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

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

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

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

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

Now, THEREFORE, the parties agree as follows:

Article 1 Definitions

The following definitions apply to this Agreement:

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

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

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

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

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

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

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

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

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

Article 2 Term of the Agreement

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

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

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

Article 3 Financial Matters

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

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

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

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

3.3 Compensation.

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

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

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

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

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

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

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

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

3.3.7 **Grant Funded Contracts.**

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

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

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

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

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

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

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

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

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

Article 4 Services and Resources

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

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

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

4.3 Subcontracting.

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

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

a. Contractor will not employ subcontractors

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

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

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

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

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

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

Article 5 Insurance and Indemnity

5.1 Insurance.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Article 6 Liability of the Parties

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

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

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

Article 7 Payment of Taxes

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

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

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

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

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

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

Article 8 Termination and Default

8.1 Termination for Convenience

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

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

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

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

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

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

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

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

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

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

8.2 Termination for Default; Remedies.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Article 9 Rights In Deliverables

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

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

Article 10 Additional Requirements Incorporated by Reference

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

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

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

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

10.4 Reserved.

10.5 Nondiscrimination Requirements

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

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

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

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

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

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

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

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

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

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

10.12 Reserved. (Slavery Era Disclosure)

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

10.14 Consideration of Criminal History in Hiring and Employment Decisions

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

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

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

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

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

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

10.19 Reserved. (Preservative Treated Wood Products)

Article 11 General Provisions

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

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

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

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

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

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

11.3 Reserved.

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

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

11.6 Dispute Resolution Procedure.

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

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

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

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

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

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

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

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

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

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

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

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

Article 12 Department Specific Terms

12.1 Third Party Beneficiaries.

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

12.2 Certification Regarding Lobbying.

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

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

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

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

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

12.3 Materials Review.

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

12.4 Emergency Response.

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

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

Article 13 Data and Security

13.1 Nondisclosure of Private, Proprietary or Confidential Information.

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

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

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

13.3 Business Associate Agreement.

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

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

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

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

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

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

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

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

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

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

Article 14 MacBride And Signature

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

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

CITY

Recommended by:



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

CONTRACTOR

POSITIVE RESOURCE CENTER



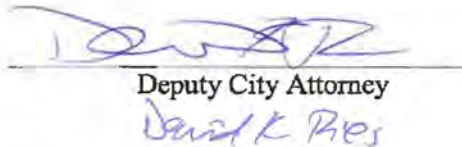
Brett Andrews
Chief Executive Officer
12 Grace Street
San Francisco, CA 94103

Supplier ID: 0000012999

Approved as to Form:

Dennis J. Herrera
City Attorney

By:


Deputy City Attorney
David K. Res

Approved:



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

Appendices

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

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PURCHASING DEPARTMENT

Appendix A Scope of Services

1. Terms

A. Contract Administrator:

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

B. Reports:

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

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

C. Evaluation:

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

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

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

D. Possession of Licenses/Permits:

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

E. Adequate Resources:

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

F. Admission Policy:

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

G. San Francisco Residents Only:

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

H. Grievance Procedure:

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

I. Infection Control, Health and Safety:

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

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

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

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

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

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

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

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

J. Aerosol Transmissible Disease Program, Health and Safety:

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

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

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

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

K. Acknowledgment of Funding:

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

L. Client Fees and Third Party Revenue:

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

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

M. Patients Rights:

All applicable Patients Rights laws and procedures shall be implemented.

N. Under-Utilization Reports:

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

O. Quality Assurance:

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

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

P. Compliance With Grant Award Notices:

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

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

2. Description of Services

Contractor agrees to perform the following Services:

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

Detailed description of services are listed below and are attached hereto

Appendix A-1

AIDS Emergency Fund Program

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

CONTRACT SUMMARY

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

RFP#: 44-2017

Appendix A:

Funding Source:

Appendix B:

Funding Amount:

Funding Term:

**Emergency
Financial Assistance
Grants**

Number of UOS and UDC:

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

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

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

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

1. IDENTIFIERS

PRC AIDS Emergency Fund Program
12 Grace Street, San Francisco, CA 94103
415-558-6999 ext.7 Fax: 415-558-6990
www.prcsf.org

Contact Andy Chu, JD, Chief of Programs, andy.chu@prcsf.org, 415-972-0827

2. NATURE OF DOCUMENT Original

3. GOAL STATEMENT

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

4. TARGET POPULATION

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

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

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

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

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

6. METHODOLOGY

Emergency Financial Assistance

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

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

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

Eviction Prevention Grants

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

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

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

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

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

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

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

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

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

Program Procedure

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARIES Database

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

7. Objectives and Measurements:

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

8. Continuous Quality Improvement:

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

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

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

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

9. Required Language:

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

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

Appendix B Calculation of Charges

1. Method of Payment

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

2. Program Budgets and Final Invoice

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

Budget Summary

Appendix B-1, B-1a, B-1b, B-1c

AIDS Emergency Fund Program

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

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

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

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

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

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

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

UOS COST ALLOCATION BY SERVICE MODE

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

BUDGET JUSTIFICATIONContractor Name **PRC**Appendix #: **B-1, Pg 2**Program Name: **PRC - AIDS Emergency Fund Program**Fiscal Year: **2018-19****1a) SALARIES**

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

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

Total FTE: 2.00**Total Salaries: \$ 127,000****1b) EMPLOYEE FRINGE BENEFITS:**

Component	Cost
Social Security	\$ 9,716
Retirement	\$ 3,108
Medical	\$ 19,015
Other (specify): Worker's Compensation	\$ 724

Total Fringe Benefit: 32,563**Fringe Benefit %: 25.64%****TOTAL SALARIES & EMPLOYEE FRINGE BENEFITS: 159,563****2) OPERATING EXPENSES:****Occupancy:**

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

Total Occupancy: 29,319**Materials & Supplies:**

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

Total Materials & Supplies: 545**General Operating:**

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

Total General Operating: 2,576

Other:

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

Total Other: 709,925

TOTAL OPERATING EXPENSES: 742,365

TOTAL DIRECT COSTS: 901,928

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

81,174

Indirect Rate: 9%

TOTAL INDIRECT COSTS: 81,174

TOTAL EXPENSES: 983,102

UOS COST ALLOCATION BY SERVICE MODE

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

BUDGET JUSTIFICATION

Contractor Name PRC

Appendix #: B-1a, Pg 2

Program Name: PRC - AIDS Emergency Fund Program

Fiscal Year: 2019-20

1a) SALARIES

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

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

Total FTE: 2.00

Total Salaries: \$ 127,000

1b) EMPLOYEE FRINGE BENEFITS:

	Component	Cost
	Social Security	\$ 9,716
	Retirement	\$ 3,108
	Medical	\$ 19,015
	Other (specify): Worker's Compensation	\$ 724

Total Fringe Benefit: 32,563

Fringe Benefit %: 25.64%

TOTAL SALARIES & EMPLOYEE FRINGE BENEFITS: 159,563

2) OPERATING EXPENSES:

Occupancy:

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

Materials & Supplies:

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

General Operating:

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

Other:

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

Total Other: 709,925

TOTAL OPERATING EXPENSES: 742,365

TOTAL DIRECT COSTS: 901,928

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

81,174

Indirect Rate: 9%

TOTAL INDIRECT COSTS: 81,174

TOTAL EXPENSES: 983,102

UOS COST ALLOCATION BY SERVICE MODE

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

BUDGET JUSTIFICATION

Contractor Name PRC

Appendix #: B-1b, Pg 2

Program Name: PRC - AIDS Emergency Fund Program

Fiscal Year: 2020-21

1a) SALARIES

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

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

1b) EMPLOYEE FRINGE BENEFITS:

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

2) OPERATING EXPENSES:

Occupancy:

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

Materials & Supplies:

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

General Operating:

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

Other:

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

Total Other: 709,925

TOTAL OPERATING EXPENSES: 742,365

TOTAL DIRECT COSTS: 901,928

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

81,174

Indirect Rate: 9%

TOTAL INDIRECT COSTS: 81,174

TOTAL EXPENSES: 983,102

UOS COST ALLOCATION BY SERVICE MODE

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

BUDGET JUSTIFICATIONContractor Name **PRC**Program Name: **PRC - AIDS Emergency Fund Program**Appendix #: **B-1c, Pg 2**Fiscal Year: **2021-22****1a) SALARIES**

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

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

1b) EMPLOYEE FRINGE BENEFITS:

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

2) OPERATING EXPENSES:**Occupancy:**

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

Materials & Supplies:

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

General Operating:

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

Other:

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

Total Other: 709,925

TOTAL OPERATING EXPENSES: 742,365

TOTAL DIRECT COSTS: 901,928

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

81,174

Indirect Rate: 9%

TOTAL INDIRECT COSTS: 81,174

TOTAL EXPENSES: 983,102

Appendix C
Insurance Reserved

**Appendix D
Grant Terms
Reserved**



San Francisco Department of Public Health

Business Associate Agreement

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

RECITALS

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

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

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

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

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

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



San Francisco Department of Public Health

Business Associate Agreement

1. Definitions.

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

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

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

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

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

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

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

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



San Francisco Department of Public Health

Business Associate Agreement

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

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

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

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

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

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

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

2. Obligations of Business Associate.

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



San Francisco Department of Public Health

Business Associate Agreement

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

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

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

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



San Francisco Department of Public Health

Business Associate Agreement

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

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

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

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

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



San Francisco Department of Public Health

Business Associate Agreement

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

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

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

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



San Francisco Department of Public Health

Business Associate Agreement

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

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

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

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

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



San Francisco Department of Public Health

Business Associate Agreement

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

3. Termination.

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

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

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

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

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



San Francisco Department of Public Health

Business Associate Agreement

4. Amendment to Comply with Law.

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

5. Reimbursement for Fines or Penalties.

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

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

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

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

Contractor Name:		Contractor City Vendor ID	
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PRIVACY ATTESTATION

INSTRUCTIONS: Contractors and Partners who receive or have access to health or medical information or electronic health record systems maintained by 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 supervisorial 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 <u>Privacy Notice</u> that meets HIPAA regulations was provided in the patient's / client's preferred language? (English, Cantonese, Vietnamese, Tagalog, Spanish, Russian forms may be required and are available from 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 SFPDH must complete this form. Retain completed Attestations in your files for a period of 7 years. Be prepared to submit completed attestations, along with evidence related to the following items, if requested to do so by SFPDH.

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

I. All Contractors.

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

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

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

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

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

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

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

HHS

Contract ID #
1000009024

Invoice Number
A-1MAR18

Contract Purchase Order No: _____

Funding Source: _____ RWPA

Grant Code/Detail: _____ HCPD13

Project Code/Detail: _____

Program Name: PRC - AIDS Emergency Fund Program

ACE Control #: _____

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

FINAL Invoice ☐ (check if Yes)

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

	UDC	UDC	UDC	UDC	UDC
Unduplicated Clients for Appendix	1300				1300

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

NOTES:

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

Signature: _____

Date: _____

Title: _____

Send to:	SFDPH Fiscal / Invoice Processing 1380 Howard Street, 4th Floor, Suite 423 San Francisco, CA 94103 Attn: Contract Payments	By: _____ (DPH Authorized Signatory)	Date: _____
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APPENDIX F-1
03/01/18 - 02/28/19
PAGE B

Invoice Number	A-1MAR18
Contract Purchase Order No:	
Fund Source:	RWPA
Grant Code/Detail:	HCPD13
Project Code/Detail:	
Invoice Period:	03/1/18 - 03/31/18
FINAL Invoice	<input type="checkbox"/> (check if Yes)

[illegible]

Certified By: _____
Title: _____

03/01/2018

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

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

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

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

HHS

Program Name: PRC - AIDS Emergency Fund Program

ACE Control #:

Contract ID #
1000009024

Invoice Number
A-1MAR19

Contract Purchase Order No:

Funding Source: **RWPA**

Grant Code/Detail: **HCPD13**

Project Code/Detail:

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

FINAL Invoice ☐ (check if Yes)

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

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

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

NOTES:

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

Signature: _____ Date: _____

Title: _____

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

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

Invoice Number	A-1MAR19
Contract Purchase Order No:	
Fund Source:	RWPA
Grant Code/Detail:	HCPD13
Project Code/Detail:	
Invoice Period:	03/1/19 - 03/31/19
FINAL Invoice	<input type="checkbox"/> (check if Yes)

[illegible]

Certified By: _____
Title: _____

03/01/2018

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

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

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

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

HHS

Contract ID #
1000009024

Invoice Number
A-1MAR20

Contract Purchase Order No: _____

Funding Source: RWPA

Grant Code/Detail: HCPD13

Project Code/Detail: _____

Program Name: PRC - AIDS Emergency Fund Program

ACE Control #: _____

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

FINAL Invoice ☐ (check if Yes)

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

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

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

NOTES:

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

Signature: _____ Date: _____

Title: _____

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

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

Invoice Number
A-1MAR20

Contract Purchase Order No:

Fund Source:	RWPA
--------------	------

Grant Code/Detail: HCPD13

ACE Control #:

Project Code/Detail:

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

FINAL Invoice ☐ (check if Yes)

PERSONNEL	FTE	BUDGETED SALARY	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
Client Services Director	1.00	\$72,000				\$72,000.00
Client Services Manager	1.00	\$55,000				\$55,000.00
TOTAL SALARIES	2.00	\$127,000				\$127,000.00

Certified By: _____

Date: _____

Title: _____

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

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

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

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

HHS

Program Name: PRC - AIDS Emergency Fund Program

ACE Control #:

Contract ID #

1000009024

Invoice Number

A-1MAR21

Contract Purchase Order No:

Funding Source: RWPA

Grant Code/Detail: HCPD13

Project Code/Detail:

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

FINAL Invoice ☐ (check if Yes)

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

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

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

NOTES:

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

Signature: _____

Date: _____

Title: _____

Send to:	SFDPH Fiscal / Invoice Processing 1380 Howard Street, 4th Floor, Suite 423 San Francisco, CA 94103 Attn: Contract Payments	By: _____ (DPH Authorized Signatory)	Date: _____
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APPENDIX F-1c
03/01/21 - 02/28/22
PAGE B

A-1MAR21

FINAL Invoice ☐ (check if Yes)

DETAIL PERSONNEL EXPENDITURES						
PERSONNEL	FTE	BUDGETED SALARY	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
Client Services Director	1.00	\$72,000				\$72,000.00
Client Services Manager	1.00	\$55,000				\$55,000.00
TOTAL SALARIES	2.00	\$127,000				\$127,000.00

Title: _____

Appendix G

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

Introduction

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

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

Dispute Resolution Procedure

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

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

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

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

Appendix G

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

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/05/2018

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

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

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

COVERAGES

CERTIFICATE NUMBER: CL182501230

REVISION NUMBER:

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

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

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

The City and County of San Francisco, its officers, agents and employees are named as Additional Insured per attached Endorsements #NAIC-E610217 and CA99341013.

CERTIFICATE HOLDER

CANCELLATION

City and County of San Francisco Contract Management Unit
SF Department of Public Health
101 Grove Street Room 402
San Francisco

CA 94102

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

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

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

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

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

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

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

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

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

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

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



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

4. Other Insurance

a. Primary Insurance

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

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

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

b. Excess Insurance

This insurance is excess over:

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

b. Methods of Sharing

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SOCIAL SERVICE AGENCIES – VOLUNTEERS AS INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

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

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

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

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

First Amendment

THIS AMENDMENT (this "Amendment") is made as of **April 1st, 2019**, in San Francisco, California, by and between **POSITIVE RESOURCE CENTER** ("Contractor"), and the City and County of San Francisco, a municipal corporation ("City"), acting by and through its Director of the Office of Contract Administration.

Recitals

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

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

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

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

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

Article 1 Definitions

The following definitions shall apply to this Amendment:

1.1 **Agreement.** The term "Agreement" shall mean the Agreement dated **March 1, 2018 (CID# 1000009024)** between Contractor and City.

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

Article 2 Modifications to the Agreement

The Agreement is hereby modified as follows:

2.1 **Article 3.3.1 Payment** of the Original Agreement currently reads as follows:

Article 3 Financial Matters

3.3 Compensation.

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

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

Article 3 Financial Matters

3.3 Compensation.

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

2.2 **Article 3.4 Audit and Inspection of Records**, is hereby amended in its entirety to read as follows:

Article 3 Financial Matters

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

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

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

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

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

2.3 **Article 5.1 Insurance**, is hereby amended in its entirety to read as follows:

Article 5 Insurance and Indemnity

5.1 Insurance.

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

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

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

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

(d) Contractor shall maintain in force during the full life of the agreement Cyber and Privacy Insurance with limits of not less than \$1,000,000 per occurrence. Such insurance shall include coverage for liability arising from theft, dissemination, and/or use of confidential information, including but not limited to, bank and credit card account information or personal information, such as name, address, social security numbers, protected health information or other personally identifying information, stored or transmitted in electronic form.

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

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

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

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

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

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

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

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

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

2.4 **Article 12 Department Specific Terms**, is hereby amended in its entirety to read as follows:

Article 12 Department Specific Terms

12.1 Third Party Beneficiaries.

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

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

12.3 Certification Regarding Lobbying.

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

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

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

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

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

12.4 Materials Review.

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

12.5 Emergency Response.

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

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

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

Article 13 Data and Security

13.1 Nondisclosure of Private, Proprietary or Confidential Information.

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

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

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

13.3 Business Associate Agreement.

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

The parties acknowledge that CONTRACTOR will:

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

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

- a. **Appendix E** SFDPH Business Associate Agreement (BAA) (04-12-2018)
 - 1. SFDPH Attestation 1 PRIVACY (06-07-2017)
 - 2. SFDPH Attestation 2 DATA SECURITY (06-07-2017)

- 2. ☐ **NOT** do any of the activities listed above in subsection 1;
Contractor is not a Business Associate of CITY/SFDPH. Appendix E and attestations are not required for the purposes of this Agreement.

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

The Appendices listed below are Amended as follows:

2.6 Delete Appendix A, and replace in its entirety with Appendix A to Agreement as amended. Dated: 04/01/2019.

2.7 Delete Appendix A-1, and replace in its entirety with Appendix A-1 to Agreement as amended. Dated: 04/01/2019.

2.8 Delete Appendix B, and replace in its entirety with Appendix B to Agreement as amended. Dated: 04/01/2019.

2.9 Add Appendix B-1.3 to Agreement as amended. Dated: 04/01/2019.

2.10 Delete Appendix E, and replace in its entirety with Appendix E to Agreement as amended. Dated: OCPA & CAT v4-12-18 and Attestation forms 06-07-2017.

2.11 Add Appendix F-1.3 to Agreement as amended. Dated: 04/01/2019.

Article 3 Effective Date

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


Article 4 Legal Effect

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

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


CITY

Recommended by:



Grant Colfax, MD
Director of Health
Department of Public Health

Approved as to Form:

Dennis J. Herrera
City Attorney


By: 
Deputy City Attorney

Approved:


Alaric Degrafinried
City Purchaser and Director of the Office of
Contract Administration

CONTRACTOR

POSITIVE RESOURCE CENTER


BRETT ANDREWS
CHIEF EXECUTIVE OFFICER
170 9TH Street
San Francisco, CA 94103

Supplier ID number: 0000012999

Received By:
APR 29 '19 AM 11:59
Purchasing Department

Appendix A Scope of Services

1. Terms

A. Contract Administrator:

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

B. Reports:

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

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

C. Evaluation:

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

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

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

D. Possession of Licenses/Permits:

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

E. Adequate Resources:

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

F. Admission Policy:

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

G. San Francisco Residents Only:

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

H. Grievance Procedure:

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

I. Infection Control, Health and Safety:

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

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

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

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

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

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

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

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

J. Aerosol Transmissible Disease Program, Health and Safety:

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

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

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

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

K. Acknowledgment of Funding:

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

L. Client Fees and Third Party Revenue:

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

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

M. Patients Rights:

All applicable Patients Rights laws and procedures shall be implemented.

N. Under-Utilization Reports:

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

O. Quality Assurance:

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

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

P. Compliance With Grant Award Notices:

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

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

2. Description of Services

Contractor agrees to perform the following Services:

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

Detailed description of services are listed below and are attached hereto

Appendix A-1

AIDS Emergency Fund Program

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

CONTRACT SUMMARY

Contractor/Vendor: PRC
Service Provider: PRC - AIDS Emergency Fund Program
Total Contract: \$ 4,441,073
Funding Source: Ryan White Part A CFDA #93.914 / State Office of AIDS Part B #93.917 / General Fund
Program Name: AIDS Emergency Fund Program
System of Care: HIV Health Services (HHS)
Provider Address: 170 - 9th Street, SF, 94103
Provider Phone: 415-777-0333 **Fax:** 415-777-1770
Contact Person: Victor de la Rocha, Accounting Supervisor, 415-972-0823, victor.delarocha@prcsf.org

RFP#: 44-2017

Appendix A: Appendix A-1

Funding Sources: Ryan White Part A CFDA #93.914, State Office of AIDS CFDA #93.917 (RWPB X08), General Fund

Appendix B:

B-1	B-1.1	B-1.2	B-1.3	B-1a	B-1b	B-1c
Year One	Year One	Year One	Year One	Year Two	Year Three	Year Four
\$983,102	\$230,000	\$158,665	\$120,000	\$983,102	\$983,102	\$983,102
3/1/18-2/28/19	10/1/18-2/28/19	9/30/18-9/29/19	7/1/18-6/30/19	3/1/19-2/29/20	3/1/20 - 2/28/21	3/1/21 - 2/28/22
RWPA	RWPA	RWPB (X08)	GF	RWPA	RWPA	RWPA
UOS UDC	UOS UDC	UOS UDC	UOS UDC	UOS UDC	UOS UDC	UOS UDC
Emergency Financial Assistance Grants	7,099 1,300	2,111 640	1,456 270	1,044 237	7,099 1,300	7,099 1,300

Funding Amount:

Funding Term:

No/Type UOS/UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC
Emergency Financial Assistance Grants	7,099	1,300	2,111	640	1,456	270	1,044	237	7,099	1,300	7,099	1,300	7,099	1,300

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

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

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

1. IDENTIFIERS

PRC - AIDS Emergency Fund Program

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

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

Contact Víctor de la Rocha, Acctng Supervisor, 415.972.0823, victor.delarocha@prcsf.org

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

3. GOAL STATEMENT

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

4. TARGET POPULATION

While PRC strives to serve everyone who presents in need, the primary population for PRC - AIDS Emergency Fund Program grants is SF residents with HIV / AIDS, especially those who are at risk of becoming homeless, or those whose housing is marginal.

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

b) Low Income: Client enrollment priority is reserved for San Francisco residents who have low incomes and are uninsured. Secondary enrollment is reserved for San Francisco residents who have low incomes and are underinsured. Low Income status is equal to 400% of the Federal Poverty Level (FPL) as defined by the US Department of Health and Human Services.

c) Client Eligibility: Client HIV diagnosis is confirmed at intake. Client eligibility determination for residency, low-income, and insurance status is confirmed at intake and at 12-month intervals thereafter. Six-month, interim eligibility confirmation may be obtained by client self-attestation, but must be documented in the client file or in ARIES.

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

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

Term / Source / Budget Appendix	UOS Description	UOS	UDC
03/01/18 - 02/28/19 / RWPA / B-1	Emergency Financial Assistance Grants	7,099	1,300
10/01/18 - 02/28/19 / RWPA / B-1.1	Emergency Financial Assistance Grants	2,111	640
09/30/18 - 09/29/19 / RWPB-X08 / B-1.2	Emergency Financial Assistance Grants	1,456	270
07/01/18 - 06/30/19 / GF / B-1.3	Emergency Financial Assistance Grants	1,044	237
03/01/19 - 02/29/20 / RWPA / B-1a	Emergency Financial Assistance Grants	7,099	1,300

Term / Source / Budget Appendix	UOS Description	UOS	UDC
03/01/20 - 02/28/21 / RWPA / B-1b	Emergency Financial Assistance Grants	7,099	1,300
03/01/21 - 02/28/22 / RWPA / B-1c	Emergency Financial Assistance Grants	7,099	1,300

6. METHODOLOGY

Emergency Financial Assistance

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

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

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

Eviction Prevention Grants

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

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

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

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

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

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

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

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

Program Procedure

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARIES Database

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

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

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

7. OBJECTIVES and MEASUREMENTS

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

8. CONTINUOUS QUALITY IMPROVEMENT

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

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

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

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

9. REQUIRED LANGUAGE

- a) Third Party Reimbursement: See Target Population, Page 1
- b) Low Income: See Target Population, Page 1
- c) Client Eligibility: See Target Population, Page 1
- d) Client Retention: Not Applicable
- e) Vouchers: Not Applicable
- f) ARIES Database: See ARIES Database, Pages 5 - 6
- g) Standards of Care: See Continuous Quality Improvement, Page 6
- h) Termination of Services:

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

Appendix B Calculation of Charges

1. Method of Payment

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

2. Program Budgets and Final Invoice

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

Budget Summary

Appendix B-1, B-1.1, B-1.2, B-1.3, B-1a, B-1b, B-1c

**AIDS Emergency Fund
Program**

B. Contractor understands that, of the maximum dollar obligation listed in section 3.3.1 of this Agreement, **\$452,917** is included as a contingency amount and is neither to be used in Program Budgets attached to this Appendix, or available to Contractor without a modification to this Agreement executed in the same manner as this Agreement or a revision to the Program Budgets of Appendix B, which has been approved by Contract Administrator. Contractor further understands that no payment of any portion of this contingency amount will be made unless and until such modification or budget revision has been fully approved and executed in accordance with applicable City and Department of Public Health laws, regulations and policies/procedures and certification as to the availability of funds by Controller. Contractor agrees to fully comply with these laws, regulations, and policies/procedures.

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

	<u>Term</u>	<u>Funding Source</u>	<u>Amount</u>
Original Agreement	03/01/18 – 02/28/19	Ryan White Part A	\$983,102
Original Agreement	03/01/19 – 02/29/20	Ryan White Part A	\$983,102
Original Agreement	03/01/20 – 02/28/21	Ryan White Part A	\$983,102
Original Agreement	03/01/21 – 02/28/22	Ryan White Part A	\$983,102
Revision to Program Budget #1	10/01/18 – 02/28/19	Ryan White Part A	\$230,000
Revision to Program Budget #1	09/30/18 – 09/29/19	SAM/State	\$158,665
Amendment #1	07/01/18 – 06/30/19	General Fund	\$120,000
Amendment #1	03/01/19 – 02/28/22	Federal Grant TBD	\$825,000
Total Award			\$5,266,073
Contingency for 03/01/19 – 02/28/22			<u>\$452,917</u>
(This equals the total NTE)Total			\$5,718,990

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

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

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

DPH 1: Department of Public Health Contract Budget Summary by Program								
CID# 1000009024				Appendix # B			Page # 3	
DPH Section HIV Health Services							Contract Term: 03/01/18 - 02/28/22	
Check one: <input type="checkbox"/> Original <input checked="" type="checkbox"/> Contract Amendment <input type="checkbox"/> RPB							Fiscal Year(s) 2018-22	
Agency/Organization Name PRC							FN Date 3/18/19	
Contractor Name: PRC - AIDS Emergency Fund Program							FN#: 3	
Program/Provider Name		AIDS Emergency Fund Program						TOTALS
		FN#3						
Appendix Number	A-1/B-1	A-1/B-1.1	A-1/B-1.2	A-1/B-1.3	A-1/B-1a	A-1/B-1b	A-1/B-1c	
Appendix Term	03/01/18 - 02/28/19	10/01/18 - 02/28/19	09/30/18 - 09/29/19	07/01/18 - 06/30/19	03/01/19 - 02/29/20	03/01/20 - 02/28/21	03/01/21 - 02/28/22	
EXPENSES								
Salaries	\$ 127,000	\$ -	\$ -	\$ -	\$ 127,000	\$ 127,000	\$ 127,000	\$ 508,000
Employee Benefits	\$ 32,563	\$ -	\$ -	\$ -	\$ 32,563	\$ 32,563	\$ 32,563	\$ 130,252
Total Personnel Expenses	\$ 159,563	\$ -	\$ -	\$ -	\$ 159,563	\$ 159,563	\$ 159,563	\$ 638,252
Operating Expense	\$ 742,365	\$ 211,100	\$ 145,600	\$ 104,400	\$ 742,365	\$ 742,365	\$ 742,365	\$ 3,430,560
Subtotal Direct Costs	\$ 901,928	\$ 211,100	\$ 145,600	\$ 104,400	\$ 901,928	\$ 901,928	\$ 901,928	\$ 4,068,812
Indirect Cost Amount	\$ 81,174	\$ 18,900	\$ 13,065	\$ 15,600	\$ 81,174	\$ 81,174	\$ 81,174	\$ 372,261
Indirect Cost Rate (%)	9%	9%	9%	14.9425%	9%	9%	9%	
Total Expenses	\$ 983,102	\$ 230,000	\$ 158,665	\$ 120,000	\$ 983,102	\$ 983,102	\$ 983,102	\$ 4,441,073
REVENUES & FUNDING SOURCES								
Ryan White Part A CFDA #93.914	\$ 983,102	\$ 230,000			\$ 983,102	\$ 983,102	\$ 983,102	\$ 4,162,408
SAM/ State Office of AIDS CFDA #93.917 (RWPB supplemental xo8)			\$ 158,665					\$ 158,665
General Fund				\$ 120,000				\$ 120,000
Total DPH Revenues	\$ 983,102	\$ 230,000	\$ 158,665	\$ 120,000	\$ 983,102	\$ 983,102	\$ 983,102	\$ 4,441,073
Total Revenues (DPH and Non-DPH)	\$ 983,102	\$ 230,000	\$ 158,665	\$ 120,000	\$ 983,102	\$ 983,102	\$ 983,102	\$ 4,441,073
Payment Method: Cost Reimbursement (CR)	CR	CR	CR	CR	CR	CR	CR	
Prepared By Víctor de la Rocha							Phone # 415.972.0823	

UOS COST ALLOCATION BY SERVICE MODE

		SERVICE MODES					
Personnel Expenses		Emergency Financial Assistance Grants					Contract Totals
Position Titles	FTE	Salaries	% FTE				
Total FTE & Total Salaries	-	-	0%				-
Fringe Benefits	0.00%	-	0%				-
Total Personnel Expenses		-	0%				-
Operating Expenses		Expenditure	%				Total
Other (specify): Client Grants		104,400	100%				104,400
Total Operating Expenses		104,400	100%				104,400
Total Direct Expenses		104,400	100%				104,400
Indirect Expenses	14.9425%	15,600	100%				15,600
TOTAL EXPENSES		120,000	100%				120,000
UOS per Service Mode		1,044					1,044
Cost Per UOS by Service Mode		\$114.95					
UDC per Service Mode		237					237

BUDGET JUSTIFICATION

OPERATING EXPENSES:			
Other:			
Expense Item	Brief Description	Rate	Cost
Grants to Clients	Paid to third-party vendors of housing, utility, medical, or other emergency necessities.	~1,044 grants @ ~\$100. each	104,400
Total Other:			104,400
TOTAL OPERATING EXPENSES:			104,400
TOTAL DIRECT COSTS:			104,400

INDIRECT COSTS	Sals & Bens of CEO, CFO, CIO, CPO, COO, Ops & HR Mgr @ .19% (.097 Contract FTE / 51.0 Agency FTE).		15,600
		Indirect Rate:	14.9425%
		TOTAL INDIRECT COSTS:	15,600

TOTAL EXPENSES:	120,000
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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:



San Francisco Department of Public Health
Business Associate Agreement

1. Definitions.

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

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

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

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

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

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

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

h. Electronic Health Record means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized



San Francisco Department of Public Health
Business Associate Agreement

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

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

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

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

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

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

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

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

2. **Obligations of Business Associate.**

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



San Francisco Department of Public Health
Business Associate Agreement

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

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

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

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



San Francisco Department of Public Health
Business Associate Agreement

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

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

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

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

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



San Francisco Department of Public Health
Business Associate Agreement

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

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

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

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



San Francisco Department of Public Health
Business Associate Agreement

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

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

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

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

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



San Francisco Department of Public Health
Business Associate Agreement

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

3. Termination.

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

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

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

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

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

4. Amendment to Comply with Law.

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



San Francisco Department of Public Health
Business Associate Agreement

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

5. Reimbursement for Fines or Penalties.

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

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

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

Office of Compliance and Privacy Affairs
San Francisco Department of Public Health
101 Grove Street, Room 330, San Francisco, CA 94102
Email: compliance.privacy@sfdph.org
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 supervisorial 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 SFPDH must complete this form. Retain completed Attestations in your files for a period of 7 years. Be prepared to submit completed attestations, along with evidence related to the following items, if requested to do so by SFPDH.

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

I. All Contractors.

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

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

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

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

APPENDIX F-1.3
07/01/18 - 06/30/19
PAGE A

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

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

Program Name: PRC - AIDS Emergency Fund Program

ACE Control #:

HHS

Contract ID #
1000009024

Invoice Number
A-1JUL18

Contract Purchase Order No:

Funding Source: **General Fund**

Grant Code/Detail:

Project Code/Detail:

Invoice Period: **07/1/18 - 07/31/18**

FINAL Invoice ☐ (check if Yes)

DELIVERABLES	TOTAL CONTRACTED UOS	UDC	DELIVERED THIS PERIOD UOS	UDC	DELIVERED TO DATE UOS	UDC	% OF TOTAL UOS	UDC	REMAINING DELIVERABLES UOS	UDC
Emergency Financial Assistance Grants	1,044	237					N/A		1,044	N/A

	UDC	UDC	UDC	UDC	UDC
Unduplicated Clients for Appendix		237			237

EXPENDITURES

	BUDGET	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
Total Salaries (See Page B)					
Fringe Benefits					
Total Personnel Expenses					
Operating Expenses:					
Occupancy-(e.g., Rental of Property, Utilities, Building Maintenance Supplies and Repairs)					
Materials and Supplies-(e.g., Office, Postage, Printing and Repro., Program Supplies)					
General Operating-(e.g., Insurance, Staff Training, Equipment Rental/Maintenance)					
Staff Travel - (e.g., Local & Out of Town)					
Consultant/Subcontractor					
Other - (Meals, Audit, Transportation Reimb, Stipends, Facilitators)	\$104,400				\$104,400.00
Total Operating Expenses	\$104,400				\$104,400.00
Capital Expenditures					
TOTAL DIRECT EXPENSES	\$104,400				\$104,400.00
Indirect Expenses	\$15,600				\$15,600.00
TOTAL EXPENSES	\$120,000				\$120,000.00
LESS: Initial Payment Recovery					
Other Adjustments (Enter as negative, if appropriate)					
REIMBURSEMENT					

NOTES:

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

Signature: _____

Date: _____

Title: _____

Send to: SFDPH Fiscal / Invoice Processing
1380 Howard Street, 4th Floor, Suite 423
San Francisco, CA 94103
Attn: Contract Payments

By: _____
(DPH Authorized Signatory)

Date: _____

APPENDIX F-1.3
070/1/18 - 06/30/19
PAGE B

Invoice Number	
A-1JUL18	
Contract Purchase Order No:	
Fund Source:	General Fund
Grant Code/Detail:	
Project Code/Detail:	
Invoice Period:	07/1/18 - 07/31/18
FINAL Invoice	(check if Yes)

[illegible]

Certified By: _____
Title: _____

Amendment: 04/01/2019



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/02/2019

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

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

PRODUCER RCU Insurance Services 3033 Cleveland Ave Suite 400 Santa Rosa CA 95403		CONTACT NAME: Viktoria Cordes PHONE (A/C, No, Ext): (707) 578-5082 FAX (A/C, No): (707) 522-6851 E-MAIL ADDRESS: vcordes@redwoodcu.org	
INSURED Positive Resource Center 170 9th Street San Francisco CA 94103		INSURER(S) AFFORDING COVERAGE INSURER A: Nonprofit Insurance Alliance of California - All Other INSURER B: Republic Indemnity Co. of America - Workers Comp INSURER C: Philadelphia Insurance Companies - Cyber Coverage INSURER D: INSURER E: INSURER F:	

COVERAGES**CERTIFICATE NUMBER:** CL194202010**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADD'L SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		2019-16972 GL/AL	02/03/2019	02/03/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 LIQUOR LIABILITY \$ 1,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		2019-16972 GL/AL	02/03/2019	02/03/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		2019-16972-UMB	02/03/2019	02/03/2020	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input checked="" type="checkbox"/> Y N/A		25105102	08/01/2018	08/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Cyber Liability		PHSD1434288	04/01/2019	04/01/2020	Cyber Liability 1,000,000
	Professional Liability		2019-16972 SSPL	02/03/2019	02/03/2020	SS Professional 1,000,000
	Directors & Officers Liability		2019-16972 DNO	02/03/2019	02/03/2020	Directors/Officers 1,000,000

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

Certificate holder is listed as an Additional Insured with respects all operations of the Named Insured.

CERTIFICATE HOLDER**CANCELLATION**San Francisco Department of Public Health
1380 Howard Street, 5th Floor
San Francisco, CA 94103

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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POLICY NUMBER: 2019-16972
Named Insured: Positive Resource Center

COMMERCIAL GENERAL LIABILITY
CG 20 12 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

State Or Governmental Agency Or Subdivision Or Political Subdivision: Subdivis

City and County of San Francisco Contract Management Unit; SF Department of Public Health

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

A. **Section II – Who Is An Insured** is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision shown in the Schedule, subject to the following provisions:

1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

However:

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

2. This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
- b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

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

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

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

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



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OF CALIFORNIA (NIAC)**

www.insurancefornonprofits.org

POLICY CHANGE
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMPANY: Nonprofits Insurance Alliance of California

(16972)

POLICY NUMBER: 2019-16972

NAMED INSURED: Positive Resource Center

POLICY CHANGE EFFECTIVE: 02/03/2019

COVERAGE PART AFFECTED: COMMERCIAL GENERAL LIABILITY

POLICY CHANGE#: 2

Page 1

The following additional insured(s) is/are hereby added to the policy:

CG 20 12 Locations - ALL

City and County of San Francisco Contract Management Unit; SF Department of
Public Health
101 Grove Street, Room 402
San Francisco, CA 94102

\$0

All other terms, limits and conditions remain the same.

ADDITIONAL PREMIUM: \$0

RETURN PREMIUM: \$0

TOTAL PREMIUM: \$0

Samuel C. D.

AUTHORIZED SIGNATURE

02/11/2019

(02187)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SOCIAL SERVICE AGENCIES – VOLUNTEERS AS INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

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

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

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

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

Second Amendment

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

Recitals

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

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

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

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

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

Article 1 Definitions

The following definitions shall apply to this Amendment:

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

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

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

Article 2 Modifications to the Agreement.

The Agreement is hereby modified as follows:

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

Article 1 Definitions

The following definitions apply to this Agreement:

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

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

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

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

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

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

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

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

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

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

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

Article 2 Term of the Agreement

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

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

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

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

Article 2 Term of the Agreement

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

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

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

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

Article 3 Financial Matters

3.3 Compensation.

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

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

Article 3 Financial Matters

3.3 Compensation.

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

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

Article 3 Financial Matters

3.7 Contract Amendments; Budgeting Revisions.

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

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

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

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

Article 4 Services and Resources

4.3 Subcontracting.

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

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

- a. Subcontractors named in Appendices B

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

Article 4 Services and Resources

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

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

Article 5 Insurance and Indemnity

5.1 Insurance.

5.1.1 Required Coverages. Insurance limits are subject to Risk Management review and revision, as appropriate, as conditions warrant. Without in any way limiting Contractor’s liability pursuant to the “Indemnification” section of this Agreement, Contractor must maintain in force, during the full term of the Agreement, insurance in the following amounts and coverages:

- (a) Commercial General Liability Insurance with limits not less than \$1,000,000 each occurrence for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations
- (b) Commercial Automobile Liability Insurance with limits not less than \$1,000,000 each occurrence, “Combined Single Limit” for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.
- (c) Workers’ Compensation Insurance, in statutory amounts, with Employers’ Liability Limits not less than **\$1,000,000** each accident, injury, or illness.
- (d) **Reserved. (Professional Liability Coverage)**
- (e) **Reserved. (Technology Errors and Omissions Liability Insurance Coverage)**
- (f) Cyber and Privacy Insurance with limits of not less than \$1,000,000 per claim. Such insurance shall include coverage for liability arising from theft, dissemination, and/or use of confidential information, including but not limited to, bank and credit card account information or

personal information, such as name, address, social security numbers, protected health information or other personally identifying information, stored or transmitted in any form.

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

5.1.2 Additional Insured Endorsements

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

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

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

5.1.3 Waiver of Subrogation Endorsements

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

5.1.4 Primary Insurance Endorsements

(a) The Commercial General Liability policy shall provide that such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that the insurance applies separately to each insured against whom claim is made or suit is brought.

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

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

5.1.5 Other Insurance Requirements

(a) Thirty (30) days' advance written notice shall be provided to the City of cancellation, intended non-renewal, or reduction in coverages, except for non-payment for which no less than ten (10) days' notice shall be provided to City. Notices shall be sent to the City email address: insurance-contractsrm410@sfdph.org.

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

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

(d) Should any required insurance lapse during the term of this Agreement, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required by this Agreement, effective as of the lapse date.

If insurance is not reinstated, the City may, at its sole option, terminate this Agreement effective on the date of such lapse of insurance.

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

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

5.2 Indemnification.

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

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

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

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

Article 7 Payment of Taxes

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

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

Article 10 Additional Requirements Incorporated by Reference

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

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

Article 10 Additional Requirements Incorporated by Reference

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

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

Article 10 Additional Requirements Incorporated by Reference

10.17 Distribution of Beverages and Water.

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

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

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

Article 11 General Provisions

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

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

Article 13 Data and Security

13.1 Nondisclosure of Private, Proprietary or Confidential Information.

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

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

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

The parties acknowledge that CONTRACTOR will:

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

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

- a. **Appendix E** SFDPH Business Associate Agreement (BAA) (04-12-2018)
 - 1. SFDPH Attestation 1 PRIVACY (06-07-2017)
 - 2. SFDPH Attestation 2 DATA SECURITY (06-07-2017)

2. ☐ **NOT do any of the activities listed above in subsection 1;**

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

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

13.5 Management of City Data and Confidential Information.

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

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

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

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

The Appendices listed below are Amended as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2.35 **Appendix F-1e.1.** Appendix F-1e.1 is hereby added to this Amendment and fully incorporated within the Agreement.

2.36 **Appendix F-1f.** Appendix F-1f is hereby added to this Amendment and fully incorporated within the Agreement.

2.37 **Appendix F-1f.1.** Appendix F-1f.1 is hereby added to this Amendment and fully incorporated within the Agreement.

2.38 **Appendix F-2a.** Appendix F-2a is hereby added to this Amendment and fully incorporated within the Agreement.

2.39 **Appendix K.** Appendix K is hereby added to this Amendment and fully incorporated within the Agreement.

Article 3 Effective Date

Each of the modifications set forth in Section 2 shall be effective on and after **the date of this Amendment.**

Article 4 Legal Effect

Except as expressly modified by this Amendment, all of the terms and conditions of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, Contractor and City have executed this Amendment as of the date first referenced above.

CITY

Recommended by:

DocuSigned by:

Greg Wagner

Grant Colfax, MD

Director of Health

Department of Public Health

Approved as to Form:

David Chiu

City Attorney

DocuSigned by:

By: *Louise Simpson*

Deputy City Attorney

Approved:

Sailaja Kurella

Acting Director of the Office of Contract
Administration, and Purchaser

DocuSigned by:

By: *Taranek Moayed*

9AEA44694D514E7...

CONTRACTOR

POSITIVE RESOURCE CENTER

DocuSigned by:

Brett Andrews

BRETT ANDREWS

Chief Executive Officer

170 9th Street

San Francisco, CA 94103

City Supplier number: 0000012999

Appendix A Scope of Services

1. Terms

A. Contract Administrator:

In performing the Services hereunder, Contractor shall report to **Bill Blum**, Contract Administrator for the City, or his / her designee.

B. Reports:

Contractor shall submit written reports as requested by the City. The format for the content of such reports shall be determined by the City. The timely submission of all reports is a necessary and material term and condition of this Agreement. All reports, including any copies, shall be submitted on recycled paper and printed on double-sided pages to the maximum extent possible.

For services solicited under a Group Purchasing Organization (GPO) the Contractor shall report all applicable sales under this agreement to the respective GPO.

C. Evaluation:

Contractor shall participate as requested with the City, State and/or Federal government in evaluative studies designed to show the effectiveness of Contractor's Services. Contractor agrees to meet the requirements of and participate in the evaluation program and management information systems of the City.

For contracts for the provision of services at Zuckerberg San Francisco General or Laguna Honda Hospital and Rehabilitation Center, the evaluation program shall include agreed upon performance measures as specified in the Performance Improvement Plan and Performance Measure Grid which is presented in Attachment 1 to Appendix A. Performance measures are reported annually to the Zuckerberg San Francisco General performance improvement committees (PIPS and Quality Council) or the to the Administration Office of Laguna Honda Hospital and Rehabilitation Center.

The City agrees that any final written reports generated through the evaluation program shall be made available to Contractor within thirty (30) working days. Contractor may submit a written response within thirty working days of receipt of any evaluation report and such response will become part of the official report.

D. Possession of Licenses/Permits:

Contractor warrants the possession of all licenses and/or permits required by the laws and regulations of the United States, the State of California, and the City to provide the Services. Failure to maintain these licenses and permits shall constitute a material breach of this Agreement.

E. Adequate Resources:

Contractor agrees that it has secured or shall secure at its own expense all persons, employees and equipment required to perform the Services required under this Agreement, and that all such Services shall be performed by Contractor, or under Contractor's supervision, by persons authorized by law to perform such Services.

F. Admission Policy:

Admission policies for the Services shall be in writing and available to the public. Except to the extent that the Services are to be rendered to a specific population as described in the programs listed in Section 2 of Appendix A, such policies must include a provision that clients are accepted for care without discrimination on the basis of race, color, creed, religion, sex, age, national origin, ancestry, sexual orientation, gender identification, disability, or AIDS/HIV status.

G. San Francisco Residents Only:

Only San Francisco residents shall be treated under the terms of this Agreement. Exceptions must have the written approval of the Contract Administrator.

H. Grievance Procedure:

Contractor agrees to establish and maintain a written Client Grievance Procedure which shall include the following elements as well as others that may be appropriate to the Services: (1) the name or title of the person or persons authorized to make a determination regarding the grievance; (2) the opportunity for the aggrieved party to discuss the grievance with those who will be making the determination; and (3) the right of a client dissatisfied with the decision to ask for a review and recommendation from the community advisory board or planning council that has purview over the aggrieved service. Contractor shall provide a copy of this procedure, and any amendments thereto, to each client and to the Director of Public Health or his/her designated agent (hereinafter referred to as "DIRECTOR"). Those clients who do not receive direct Services will be provided a copy of this procedure upon request.

I. Infection Control, Health and Safety:

(1) Contractor must have a Bloodborne Pathogen (BBP) Exposure Control plan for its employees, agents and subcontractors as defined in the California Code of Regulations, Title 8, Section 5193, Bloodborne Pathogens (<http://www.dir.ca.gov/title8/5193.html>), and demonstrate compliance with all requirements including, but not limited to, exposure determination, training, immunization, use of personal protective equipment and safe needle devices, maintenance of a sharps injury log, post-exposure medical evaluations, and recordkeeping.

(2) Contractor must demonstrate personnel policies/procedures for protection of its employees, agents, subcontractors and clients from other communicable diseases prevalent in the population served. Such policies and procedures shall include, but not be limited to, work practices, personal protective equipment, staff/client Tuberculosis (TB) surveillance, training, etc.

(3) Contractor must demonstrate personnel policies/procedures for Tuberculosis (TB) exposure control consistent with the Centers for Disease Control and Prevention (CDC) recommendations for health care facilities and based on the Francis J. Curry National Tuberculosis Center: Template for Clinic Settings, as appropriate.

(4) Contractor is responsible for site conditions, equipment, health and safety of their employees, and all other persons who work or visit the job site.

(5) Contractor shall assume liability for any and all work-related injuries/illnesses including infectious exposures such as BBP and TB and demonstrate appropriate policies and procedures for reporting such events and providing appropriate post-exposure medical management as required by State workers' compensation laws and regulations.

(6) Contractor shall comply with all applicable Cal-OSHA standards including maintenance of the OSHA 300 Log of Work-Related Injuries and Illnesses.

(7) Contractor assumes responsibility for procuring all medical equipment and supplies for use by its employees, agents and subcontractors, including safe needle devices, and provides and documents all appropriate training.

(8) Contractor shall demonstrate compliance with all state and local regulations with regard to handling and disposing of medical waste.

J. Aerosol Transmissible Disease Program, Health and Safety:

(1) Contractor must have an Aerosol Transmissible Disease (ATD) Program as defined in the California Code of Regulations, Title 8, Section 5199, Aerosol Transmissible Diseases (<http://www.dir.ca.gov/Title8/5199.html>), and demonstrate compliance with all requirements including, but not limited to, exposure determination, screening procedures, source control measures, use of personal protective equipment, referral procedures, training, immunization, post-exposure medical evaluations/follow-up, and recordkeeping.

(2) Contractor shall assume liability for any and all work-related injuries/illnesses including infectious exposures such as Aerosol Transmissible Disease and demonstrate appropriate policies and procedures for reporting such events and providing appropriate post-exposure medical management as required by State workers' compensation laws and regulations.

(3) Contractor shall comply with all applicable Cal-OSHA standards including maintenance of the OSHA 300 Log of Work-Related Injuries and Illnesses.

(4) Contractor assumes responsibility for procuring all medical equipment and supplies for use by their staff, including Personnel Protective Equipment such as respirators, and provides and documents all appropriate training.

K. Acknowledgment of Funding:

Contractor agrees to acknowledge the San Francisco Department of Public Health in any printed material or public announcement describing the San Francisco Department of Public Health-funded Services. Such documents or announcements shall contain a credit substantially as follows: "This program/service/activity/research project was funded through the Department of Public Health, City and County of San Francisco."

L. Client Fees and Third Party Revenue:

(1) Fees required by federal, state or City laws or regulations to be billed to the client, client's family, or insurance company, shall be determined in accordance with the client's ability to pay and in conformance with all applicable laws. Such fees shall approximate actual cost. No additional fees may be charged to the client or the client's family for the Services. Inability to pay shall not be the basis for denial of any Services provided under this Agreement.

(2) Contractor agrees that revenues or fees received by Contractor related to Services performed and materials developed or distributed with funding under this Agreement shall be used to increase the gross program funding such that a greater number of persons may receive Services. Accordingly, these revenues and fees shall not be deducted by Contractor from its billing to the City.

M. Patients Rights:

All applicable Patients Rights laws and procedures shall be implemented.

N. Under-Utilization Reports:

For any quarter that Contractor maintains less than ninety percent (90%) of the total agreed upon units of service for any mode of service hereunder, Contractor shall immediately notify the Contract Administrator in writing and shall specify the number of underutilized units of service.

O. Quality Assurance:

Contractor agrees to develop and implement a Quality Assurance Plan based on internal standards established by Contractor applicable to the Services as follows:

- 1) Staff evaluations completed on an annual basis.
- 2) Personnel policies and procedures in place, reviewed and updated annually.
- 3) Board Review of Quality Assurance Plan.

P. Compliance With Grant Award Notices:

Contractor recognizes that funding for this Agreement is provided to the City through federal, state or private foundation awards. Contractor agrees to comply with the provisions of the City's agreements with said funding sources, which agreements are incorporated by reference as though fully set forth.

Contractor agrees that funds received by Contractor from a source other than the City to defray any portion of the reimbursable costs allowable under this Agreement shall be reported to the City and deducted by Contractor from its billings to the City to ensure that no portion of the City's reimbursement to Contractor is duplicated.

2. **Description of Services**

Contractor agrees to perform the following Services:

All written Deliverables, including any copies, shall be submitted on recycled paper and printed on double-sided pages to the maximum extent possible.

Detailed description of services are listed below and are attached hereto

Appendix A-1	AIDS Emergency Fund Program
Appendix A-1a	AIDS Emergency Fund Program
Appendix A-2	AIDS Emergency Fund Program – Dream Keepers Initiative

3. Services Provided by Attorneys. Any services to be provided by a law firm or attorney to the City must be reviewed and approved in writing in advance by the City Attorney. No invoices for services provided by law firms or attorneys, including, without limitation, as subcontractors of Contractor, will be paid unless the provider received advance written approval from the City Attorney.

PRC
AIDS Emergency Fund Program

Appendix A
RWPA / RWPA Carry-Forward/ RWPA-COVID / RWPB-X08 / GF / Dream Keeper GF
03/01/2018 - 06/30/2025

CONTRACT SUMMARY

Service Provider:	PRC - AIDS Emergency Fund Program															
Total Contract:	\$ 9,171,518															
Funding Source:	Ryan White Part A (RWPA) / RWPA-COVID / RW Part B / General Fund / Dream Keepers GF															
Program Name:	AIDS Emergency Fund Program															
System of Care:	HIV Health Services (HHS)															
Provider Address:	170 - 9th Street, SF, 94103															
Provider Phone:	415-777-0333 Fax: 415-777-1770															
Contact Person:																
RFP#:	2017															
Appendices	A-1 / B-1		A-1 / B-1.1		A-1 / B-1.2		A-1 / B-1.3						Annual Summary			
Funding Amount:	\$983,102		\$230,000		\$300,131		\$120,000						FY-18-19			
Funding Term:	3/1/18-2/28/19		10/1/18-2/28/19		9/30/18-9/29/19		7/1/18-6/30/19						Total Funding			
Fund Type	RWPA		RWPA		RWPB (X08)		GF						\$1,633,233			
No/Type UOS/UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC					Total UOS	12,808		
Financial Grants	7,099	1,300	2,111	640	2,554	473	1,044	237					UDC	2,000		
Appendices	A-1 / B-1a		A-1 / B-1a.1		A-1 / B-1a.2		A-1 / B-1a.3						Annual Summary			
Funding Amount:	\$872,857		\$160,000		\$164,867		\$226,000						FY-19-20			
Funding Term:	3/1/19-2/29/20		10/1/19-2/29/20		4/1/19-3/31/20		3/1/20-6/30/20						Total Funding			
Fund Type	RWPA		RWPA		RWPB		GF						\$1,423,724			
No/Type UOS/UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC					Total UOS	11,536		
Financial Grants	7,160	1,300	1,234	200	1,225	150	1,917	235					UDC	1,450		
Appendices	A-1 / B-1b		A-1a / B-1b.1		A-1a / B-1b.2		A-1/B-1b.3		A-1/B-1b.4						Annual Summary	
Funding Amount:	\$1,004,664		\$130,000		\$2,360		\$180,000		\$180,000						FY-20-21	
Funding Term:	3/1/20-2/28/21		4/01/20-3/31/21		4/01/20-3/31/21		8/1/20-2/28/21		1/1/21-6/30/21						Total Funding	
Fund Type	RWPA		RWPA-COVID		RWPA-COVID		RWPA Carryover		HHS Gen Fund						\$1,497,024	
No/Type UOS/UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC					Total UOS	10,973
Financial Grants	6,726	1,176	1,489	260	1,193	84	N/A	N/A	1,565	224					UDC	1,450
COVID Exp Mos	N/A	N/A	N/A	N/A	N/A	N/A	12	N/A	N/A	N/A						
Appendices	A-1/B-1c		A-1/B-1c.2		A-2 / B-2		A-1/B-1c.1		A-2 / B-2a						Annual Summary	
Funding Amount:	\$686,635		\$126,764		\$100,000		\$350,000		\$244,233						FY-21-22	
Funding Term:	3/1/21-2/28/22		03/01/21-02/28/22		3/1/21- 6/30/21		07/01/21-06/30/22		07/01/21-06/30/22						Total Funding	
Fund Type	RWPA Base		RWPA Carryforward		GF - Dream Keeper		HHS- General Fund Base		GF - Dream Keeper						\$1,507,632	
No/Type UOS/UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC					Total UOS	12,450
Financial Grants	3,684	644	1,163	189	870	189	3,044	496	2,124	368					UDC	1,534

1. IDENTIFIERS**PRC – AIDS Emergency Fund Program**170 – 9th Street, San Francisco, CA 94103, www.prcsf.org

415-777-0333 Fax: 415-777-1770

Contact: Frank Perez, Controller, 415-972-0851, frank.perez@prcsf.org
Beth Mazie, VP of Programs, 415-972-0826, beth.mazie@prcsf.org

2. NATURE OF DOCUMENT ☐ Original ☐ Contract Amendment ☐ RPB**3. GOAL STATEMENT**

To provide emergency financial assistance grants to low income individuals with HIV / AIDS to stabilize their living situation and improve the quality of their lives.

4. PRIORITY POPULATION

PRC will serve all ethnicities and populations within San Francisco, with focused expertise to meet the unique needs of SF residents with HIV / AIDS, which are the primary population for PRC - AIDS Emergency Fund Program, especially those who are at risk of becoming homeless, or those whose housing is marginal.

a) Third Party Reimbursement: PRC will assure that Ryan White CARE Act funds will be used to fund only services that are not reimbursed by any other funding source.

b) Low Income: Client enrollment priority is reserved for San Francisco residents who have low incomes and are uninsured. Secondary enrollment is reserved for San Francisco residents who have low incomes and are underinsured. Low Income status is \leq 500% of the Federal Poverty Level (FPL) as defined by the US Department of Health and Human Services.

c) Client Eligibility: Client HIV diagnosis is confirmed at intake. Client eligibility determination for residency, low-income, and insurance status is confirmed at intake and at 12-month intervals thereafter.

5. MODALITIES and INTERVENTIONS: Units of Service (UOS) and Unduplicated Clients (UDC)

The amount of the PRC - Emergency Financial Assistance grant available to a client is based on the purpose of the grant. If the purpose of the grant is for Eviction Prevention (EP), the client is generally eligible for up \$1,000 per fiscal year. A grant for all other allowable purposes under the Client Services Manual is known as an Emergency Assistance (EA) grant and is generally limited to \$500 per client per fiscal year. Notwithstanding to provisions to the contrary, exceptions to the grant limit are allowed according to the financial and emergent situations of the client on a case by case basis. UOS Modality: Payments on grants are issued to third-party vendors directly. Guidelines are subject to review and approval by PRC board of directors at least annually. Projected UOS and UDC are delineated in the following table. UOS are defined in \$100 increments.

Term / Source / Budget Appendix	UOS Description	UOS	UDC
03/01/18 - 02/28/19 / RWPA / B-1	Emergency Financial Assistance Grants	7,099	1,300
10/01/18 - 02/28/19 / RWPA / B-1.1	Emergency Financial Assistance Grants	2,111	640
09/30/18 - 09/29/19 / RWPB-X08 / B-1.2	Emergency Financial Assistance Grants	2,554	473
07/01/18 - 06/30/19 / GF / B-1.3	Emergency Financial Assistance Grants	1,044	237
TOTAL UOS and Total UDC		12,808	2,000

Total UDC is not a sum of UDC from each funding source

Term / Source / Budget Appendix	UOS Description	UOS	UDC
03/01/19 - 02/29/20 / RWPA / B-1a	Emergency Financial Assistance Grants	7,160	1,300
10/01/19 - 02/29/20 / RWPA / B-1a.1	Emergency Financial Assistance Grants	1,234	200
04/01/19-03/31/20 / RWPB / B-1a.2	Emergency Financial Assistance Grants	1,225	150
03/01/20-6/30/20 / GF / B-1a.3	Emergency Financial Assistance Grants	1,917	235
TOTAL UOS and Total UDC		11,536	1,450
Term / Source / Budget Appendix	UOS Description	UOS	UDC
03/01/20 - 02/28/21 / RWPA / B-1b	Emergency Financial Assistance Grants	6,726	1,176
08/01/20 – 02/28/21 / RWPA (Carry Forward)/ B-1b.1	Emergency Financial Assistance Grants	1,489	260
08/01/20 – 02/28/21 / RWPA (COVID/ CARES)/ B-1b.2	COVID Expenses Months	1,193	84
08/01/20 – 02/28/21 / RWPA (COVID/ CARES)/ B-1b.3	Emergency Financial Assistance Grants	12	N/A
01/01/21 - 06/30/21 / GF (OTF) / B - 1b.4	Emergency Financial Assistance Grants	1,565	224
TOTAL UOS and Total UDC		10,973	1,176
Term / Source / Budget Appendix	UOS Description	UOS	UDC
03/01/21 - 02/28/22 / RWPA (Base) / B-1c	Emergency Financial Assistance Grants	3,684	644
07/01/21 – 06/30/22 / GF (Base) / B-1c.1	Emergency Financial Assistance Grants	3,044	496
03/01/21 – 2/28/22 / RWPA (Carry Forward)/ B-1c.2	Emergency Financial Assistance Grants	1,163	189
TOTAL UOS and Total UDC		7,891	1,166
Term / Source / Budget Appendix	UOS Description	UOS	UDC
03/01/22 – 02/28/23 / RWPA (Base) / B-1d	Emergency Financial Assistance Grants	3,676	585
07/01/22 – 6/30/23 / GF (Base) / B-1d.1	Emergency Financial Assistance Grants	3,044	518
TOTAL UOS and Total UDC		6,720	1,103
Term / Source / Budget Appendix	UOS Description	UOS	UDC
03/01/23 – 02/28/24 / RWPA (Base) / B-1e	Emergency Financial Assistance Grants	3,569	565
07/01/23 – 6/30/24/ GF (Base) / B-1e.1	Emergency Financial Assistance Grants	3,044	518
TOTAL UOS and Total UDC		6,613	1,083

Term / Source / Budget Appendix	UOS Description	UOS	UDC
03/01/24 – 02/28/25 / RWPA (Base) / B-1f	Emergency Financial Assistance Grants	3,459	545
07/01/24 – 6/30/25 / GF (Base)/ B-1f.1	Emergency Financial Assistance Grants	3,044	518
TOTAL UOS and Total UDC		6,503	1,063

Total UDC is not a sum of UDC from each funding source

6. METHODOLOGY

Emergency Financial Assistance

This contract provides Emergency Financial Assistance Program grants for housing, utility bills, and medical expenses for people with HIV; and are considered standard grants, generally called Emergency Assistance. The program makes payments for client grants via check directly to the vendor of the client's choice, never directly to the client.

Clients become aware of the grants through word of mouth, referrals, press and media stories, public service announcements, advertising, and the distribution of brochures and leaflets. PRC's emergency financial services are widely known by caseworkers and virtually every AIDS service organization in the city. Many agencies that serve low-income populations are well acquainted with PRC's emergency financial services and they encourage their clients to inquire about eligibility. Informational brochures on our services are available in English and Spanish, and services can be provided in most languages with the help of an interpreter service. Brochures are revised annually and sent to all intake sites, which include other AIDS service organizations and medical clinics serving the target populations.

Volunteers perform the bulk of client intake and assessment for Emergency Assistance grants, contributing an average of 20 hours per week, and are assisted as needed by staff that is cross trained to conduct intake interviews. Everyone affiliated with PRC's emergency financial services is actively engaged in many aspects of HIV/AIDS prevention and care, and all are affected by HIV. Thus, clients are being served by individuals who both understand and empathize, some of whom are in a similar condition.

Eviction Prevention Grants

The PRC AIDS Emergency Financial Assistance Program also provides grants for eviction prevention, also known as the Eviction Prevention (EP) grants. The EP grants are for housing-related services (rent, utilities, move-in costs, etc.) in specific circumstances for people with HIV / AIDS whose immediate housing-related financial need exceeds the scope or resources of the standard AEF Program grant, and/or those who face specific dire circumstances related to their housing stability. All grants are paid via check directly to the vendor of the client's choice, never directly to the clients.

The program provides Eviction Prevention grants in any of the following types of situations:

1. The client faces imminent eviction and either the total amount of back-rent exceeds the \$500 standard award, or the client has already fully accessed \$500 through Emergency Assistance grants during the current fiscal year
2. The client is being offered imminent access to permanent affordable or subsidized housing, but either the total move-in costs exceed the \$500 Emergency Assistance grant, or the client has already fully accessed \$500 from the Emergency Assistance grant during the current fiscal year
3. The client faces imminent eviction or is being offered permanent affordable or subsidized housing but is ineligible for a \$500 Emergency Assistance grant because the client's income exceeds the standard criteria, but the client's rent exceeds 50% of his/her income
4. The client faces imminent eviction or is being offered permanent affordable or subsidized housing and DOES meet all criteria of the PRC - AIDS Emergency Financial Assistance Program grant, but PRC funding from other sources has been exhausted.

PRC accesses the clients for Eviction Prevention grants through direct referrals or advocacy from case managers of the following agencies and programs:

- AIDS Housing Alliance
- AIDS Legal Referral Panel
- Catholic Charities
- SF AIDS Foundation
- Tenderloin Neighborhood Development Corp.
- Tenderloin Housing Clinic
- Native American Health Center
- CCHAMP Center of Excellence
- Women's Center of Excellence
- Black Health Center of Excellence
- Mission Center of Excellence
- Tenderloin Area Center of Excellence
- HIV Integrated Services Center of Excellence

In addition, the program accesses clients internally through the PRC Workforce Development and Legal Advocacy Programs. These agencies and programs all serve low-income populations and are well acquainted with PRC intake guidelines.

Award of Eviction Prevention grants under this contract requires the direct involvement of the Client Services Director in the processing of the application. To qualify for a special Eviction Prevention grant under this contract, the following additional criteria apply:

1. A case manager employed at one of the housing or advocacy agencies listed above must provide at least one letter of support, advocacy, or referral, or one request for specific assistance for the client. The letter becomes part of the completed client file.
2. If a client is seeking funds to avoid imminent eviction, the following criteria must be met in addition to PRC's standard criteria:
 - a. The eviction must be for financial reasons, i.e. nonpayment of rent or mortgage, ONLY
 - b. The grant (when combined with other resources) must be enough to avoid the eviction
 - c. The client must have a plan and resources for future rent (verified by caseworker).
3. If a client is seeking funds to access permanent affordable or subsidized housing, the following criteria must be met in addition to PRC's standard criteria:
 - a. Client must present written proof of the permanent housing opportunity
 - b. The grant (when combined with other resources) must be enough to cover all move-in costs
 - c. The client must have a plan and resources for future rent (verified by caseworker)

Program Procedure

Clients who need language assistance are accommodated in several ways. Currently, both FTE staff members are available to assist bilingual and monolingual Spanish-speaking clients. PRC has ready access to several agencies with personnel able to act as interpreters over the telephone in Chinese, Japanese, Korean, Khmer, Vietnamese, Spanish and Tagalog. Signage in multiple languages in the waiting area explains the PRC language access and non-discrimination policy. Volunteers are trained in how to handle deaf relay calls and how to read all materials to blind clients. The PRC - AIDS Emergency Financial Assistance Program offices are handicapped accessible and meet ADA guidelines for wheelchair access. Clients with severe mobility problems can access their emergency grant at an intake site where they access other services or may even apply over the phone and mail appropriate documentation to the program offices. Currently, over 30% of the program's emergency financial services intakes are conducted by fax or via intake sites at collaborating agencies.

The Client Services Director supervises all standard grant intake activities. The intake and assessment process includes:

1. collecting and verifying demographic information
2. verifying the client's HIV status
3. ensuring that clients are aware of their rights and the grievance procedure and have provided consent to participate

Informational bulletin boards and pamphlets are available in the waiting area to help clients learn about and effectively utilize other services that may reduce or eliminate the need for further emergency financial assistance. Clients also receive information about discounts available to low-income households through Pacific Bell, PG&E, food stamps, etc. Referrals are often made to others, such as the PRC Workforce Development Legal Advocacy Programs, the UOP Dental Care Clinic, AIDS Legal Referral Panel, Catholic Charities, the San Francisco AIDS Foundation, and SF General Hospital. Any

client who is unhappy with any aspect of their intake may ask to speak with a supervisor, and such meetings are conducted in confidence.

Client must provide the following as part of the standard grant intake process:

1. A photo ID or two other forms of acceptable ID (i.e., DMV payment receipt, social security card, birth certificate, bankcard), indicating that the client is a resident of San Francisco.
2. A valid letter from a qualified health provider documenting a current diagnosis of HIV.
3. A copy of the bill(s) to be paid or a formal lease agreement.
4. Proof of income and willingness to sign a financial disclosure form indicating source(s) and amount(s) of income.
5. Agreement that any funds to be paid will be sent directly to the service provider(s), (i.e., landlords, utility companies, medical providers, etc.) and an understanding that clients may not be given checks to be transmitted to others.

Intake forms faxed from collaborating agencies require this same level of documentation. Clients may also access the program's emergency financial services through a legal power-of-attorney arrangement. In these cases, the client's representative must provide a copy of the Durable Power of Attorney document and their personal ID, in addition to all necessary client information, at the time of intake. The client's file must contain copies of this documentation.

From these various documents, intake volunteers determine if the client is eligible to receive a standard Emergency Assistance grant. The current eligibility income level is based on 400% of the current FY Federal Poverty Level for both the Emergency Assistance and the Eviction Prevention grant. This income eligibility is set by the Board of Directors and is subject to review by the Board at least annually. Current eligibility criteria are San Francisco residency, medical diagnosis of HIV, and a demonstrated need of assistance (i.e., bills to be paid). Income eligibility criterion differs depending on types of grant and is updated each year to correspond with the most recent Federal Poverty Levels. If the client meets these criteria and has not accessed Emergency Assistance from PRC for the past 365 days, he or she is eligible for assistance.

Eligibility criteria are reviewed and changed by the board of directors as needed to accommodate the agency's fiscal circumstances. Once the standard criteria and the additional criteria are documented, the Client Services Director then creates the paper and electronic file on the client. Once the Client Services Director has approved the special grant request, a check request is filed.

The Client Services Director prints checks every Tuesday and Thursday morning. Once the checks have been printed, the Controller reviews the client files and the checks. Checks are then signed by the designated check signers. The Client Services Director then mails the check, usually on the same afternoon. In dire emergencies, the program can produce "letters of intent to pay" to stave off eviction or utility shut-off until the check can be cut.

The program's emergency financial services are provided primarily at its offices at 170 Ninth Street, in San Francisco. Client appointments are not necessary. Staff and volunteers are available to assist clients in person from 10 a.m. to 12:30 p.m. and 1:30 p.m. to 4 p.m. Monday through Friday, except on bank and legal holidays when Client Services is closed.

Staff and volunteers are available to assist clients by phone or fax from 9 a.m. to 5 p.m. these same business days. In addition, clients can access emergency assistance by completing the intake process at any of 48 collaborating agencies and programs across San Francisco (several collaborating agencies are listed below).

The PRC - AIDS Emergency Financial Assistance Program has entered into agreements through formal memoranda of understanding with the following agencies and programs to conduct client intakes for us at their point of service:

API Wellness Center	Lyon-Martin Health Services
Bayview Hunters Point Foundation	Maitri AIDS Hospice
Castro Mission Health Center	Mission Neighborhood Health Center
Catholic Charities-Leland, Derek Silva, Peter Claver	Native American Health Center
City Clinic	Rafiki Coalition
Health at Home	SF AIDS Foundation
HealthRIGHT360	South of Market Health Center
HIV Integrated Services	St. Mary's Medical Center
Hope Project/Legal Services for Children	UCSF Positive Health Program
Instituto Familiar de la Raza	VA Medical Center

Laguna Honda Hospital
Lutheran Social Services

Westside Community Services

Staff of these agencies receive training to conduct complete client intakes at their sites for the convenience of clients who do not wish to travel to the PRC office. The Client Services Director has developed effective working relationships with staff at these agencies and updates them as often as necessary about the PRC programs and procedures.

PRC also maintains appropriate referral relationships with key points of access outside of the HIV care system to ensure referral into care of newly diagnosed and PLWH not in care. Key points of access include emergency rooms, substance abuse treatment programs (non-HIV), adult probation, HIV counseling and testing, mental health programs (non-HIV), and homeless shelters.

PRC depends heavily on volunteers to fulfill its mission. The Client Services Director spends 100% of his time supervising client intake volunteers and running the Client Services Department. He is the primary point of contact for clients and is charged with overseeing program development and service delivery. One-hundred percent of the Client Services Manager's time is spent processing client applications, directing volunteers, and managing demographic data collection and client satisfaction surveys.

Indirect costs of this program include administrative, clerical, and supervisory support provided by other members of PRC staff working in tandem across the agency to assure adequate oversight, compliance, and a positive client experience.

At PRC all intake staff is fully trained in the ARIES Database and HIPAA guidelines. Once the client has presented all necessary documentation, the Client Services Director or Client Services Manager logs on to the ARIES Database to confirm and update any data. Intake volunteers use the agency's electronic client database to update or enter client address, income, demographic, and diagnosis data. Volunteers also electronically confirm that clients received HIPAA documents and housing and satisfaction surveys. The electronic database then opens a client grant file of up to \$1,000, against which any immediate bills are paid. Once the agency database requirements are fulfilled, the Client Services Director or Client Services Manager returns to the ARIES Database and posts the UOS. The Client Services Director reviews each file for completeness and accuracy daily. Unless there are omissions or information that must be corrected, the Client Services Director provides written approval, and submits the file for check printing. The Client Services Director then reviews the database for each file. On a monthly basis, the Client Services Director matches the PRC client database records against the ARIES Database data prior to invoicing the DPH.

Program Staffing

Client Services Director is responsible for the overall management of Client Services and leads the program with a team that consists of the Client Services Manager and an average of three (3) to five (5) volunteers. The Client Services Manager is responsible for processing client applications, directing volunteers, and managing data collection and client satisfaction surveys. Both the Client Services Director and Client Services Manager determine if clients are eligible for grants.

Volunteers perform intake screening, including eligibility assessment, collection of intake paperwork, database entry, and filing. When necessary, the program utilizes temporary staff to support client-intake, contract compliance, and other administrative tasks. The program is supported by the Director of Quality Assurance, who is responsible for contract compliance, reporting, and oversight; and also the Office Services Manager who manages the front desk, coordinates client reception, and preforms basic screening and makes referrals.

ARIES Database

PRC collects and submits all required data through the AIDS Regional Information & Evaluation System (ARIES). ARIES is a client management system designed for Ryan White CARE Act providers. ARIES enhances care provided to clients with HIV by helping agencies automate, plan, manage, and report on client data and services. ARIES is applicable for all Ryan White-eligible clients receiving services paid by any HHS source of funding.

ARIES protects client records by ensuring only authorized agencies have access. ARIES data are safely encrypted and are kept confidential. Client information relating to mental health, substance abuse, and legal issues are only available to a limited group of an agency's personnel. Authorized, ARIES-trained personnel are given certificate-dependent and password-protected access to only the information for which that person's level of permission allows.

PRC participates in the planning and implementation of its programs into ARIES. PRC complies with HHS policies and procedures for collecting and maintaining timely, complete, and accurate unduplicated client and service information in

ARIES. Registration data is entered in ARIES within 48 hours or two working days after the data are collected. Service data, including units of service, for the preceding month is entered by the 15th working day of each month. Service data deliverables must match the information submitted on the "Monthly Statements of Deliverables and Invoice" form. Failure to adhere to HHS standards for quality and timeliness of data entry will risk delay of payment until all data is entered and up to date.

7. OBJECTIVES and MEASUREMENTS

All objectives and descriptions of how objectives will be measured are contained in the HHS document entitled "HIV Health Services Performance Objectives".

8. CONTINUOUS QUALITY IMPROVEMENT

The Program abides by the standards of care for the services specified in this appendix as described in the document entitled: "Making the Connection: Standards of Care for Client-Centered Services." Continuous Quality Improvement is achieved through a variety of activities and processes:

- Four staff or board members are involved in the file review and check signing procedures. It is not unusual for questions of clarification to be raised regarding the documentation during this review.
- Biweekly staff meetings provide regular opportunities for problem solving and exchange of information and counsel on all aspects of the agency's work.
- Annual audits are performed by an independent CPA firm, as well as by the San Francisco Department of Public Health. Foundations and other private sector donors also require grant reports, and from time-to-time will do site visits to ascertain the achievements and/or problems associated with specific grants.
- The Chief of Programs conducts annual performance evaluations for each staff member and other contract employees.
- The Board customarily conducts two daylong "retreats" each year and agency performance is always reviewed and discussed at such retreats.
- Training seminars and workshops are posted and circulated often, and both staff and volunteers are encouraged to take advantage of such opportunities.

Intake volunteers and staff members provide each client with a Satisfaction Survey and all clients are encouraged to fill out the surveys. To verify that Satisfaction Surveys are being given to all clients, the program's database contains a field which requires that a date be entered into it when the Satisfaction Survey is provided to clients after intake. A field in the database also tracks the source of faxed paperwork from other intake sites. The monthly automated "Satisfaction Survey Verification Report" can be sorted by intake source so that the Client Services Director can measure success or failure of each intake site to provide Satisfaction reports to clients. Each month the Client Services Director prints the automated report to assure compliance with this process objective and identify volunteers or intake sites that are not providing the survey. Monthly spot checks are conducted to maintain compliance among collaborating intake sites.

The Client Services Director tabulates survey results monthly and forwards them the Chief of Programs and the Board. Results of these surveys are closely monitored by the Programs and Services committee of the Board and serve as a basis for monthly discussion of program enhancements and improvements. Surveys and feedback by vendors who receive payments from the program have not been done in the past for reasons of client confidentiality.

9. REQUIRED LANGUAGE

- | | |
|------------------------------------|--|
| a) Third Party Reimbursement: | See Target Population, Page 1 |
| b) Low Income: | See Target Population, Page 1 |
| c) Client Eligibility: | See Target Population, Page 1 |
| d) Client Retention: | Not Applicable |
| e) Vouchers: | Not Applicable |
| f) ARIES Database: | See ARIES Database, Pages 6 |
| g) Standards of Care: | See Continuous Quality Improvement, Page 6 |
| h) <u>Termination of Services:</u> | |

In the event PRC decides that it can no longer provide the services for which it has contracted under this agreement PRC will send a written notice to HIV Health Services no less than 90 days prior to the date it wishes to terminate the services. In addition, PRC will prepare a written plan for the transition of all clients receiving services to another provider of services. This plan must be approved by HHS and should demonstrate a good faith effort to contact and locate all clients both active and inactive before the termination date.

10. SUBCONTRACTORS & CONSULTANTS

- A. PRC is responsible for the performance of its subcontractors and consultants this Agreement.
- B. PRC acknowledges that it must comply with Article 5, Insurance and Indemnity, of the Agreement, in relation to its subcontractors and consultants. All PRC staff, as well as its consultants and subcontractors, must have the appropriate insurance coverage as outlined in Article 5 of the Agreement.
- C. PRC assumes all liability for any and all work-related injuries/illness, including but not limited to infectious exposures such as Bloodborne Pathogen and Aerosol Transmissible Diseases. PRC must demonstrate appropriate policies and procedures for reporting such work-related injuries/illnesses to the City and to any state or federal regulatory agencies and providing appropriate post-exposure medical management as required by the State Workers' compensation laws and regulations.
- D. PRC acknowledges that it will provide to City a list of any subcontractors and consultants in relation to which it seeks the City's approval. No such subcontractors or consultants may be used to provide services under this Agreement absent such consent pursuant to Section 4.3.1 of the Agreement.
- E. PRC will develop and execute subcontract agreements with all approved subcontractors providing services or support outlined in this project. Such subcontracts shall comply with all requirements of the Agreement.
- F. Any such subcontract agreements will be kept on file with PRC, with a copy sent the Department of Public Health's Program Director associated with this engagement.
- G. This list of requirements is provided to highlight for PRC, and PRC acknowledges that it must comply with all requirements of the Agreements, regardless of whether there are listed again here in this Appendix.

PRC
AIDS Emergency Fund Program
Dream Keeper Initiative

Appendix A-2
07/01/21-06/30/22
General Fund

1. IDENTIFIERS **PRC – AIDS Emergency Fund Program Dream Keepers Initiative**
Program Address/ Phone 170 - 9th St., SF, 94103, 415-777-0333 Fax: 415-777-1770, www.prcsf.org
Contacts Rob Pascual, Chief Financial Officer, 415-972-0880, robert.pascual@prcsf.org
 Beth Mazie, VP of Programs 415-972-0826, beth.mazie@prcsf.org.

2. NATURE OF DOCUMENT ☐ Original ☒ **Contract Amendment** ☐ RPB

3. GOAL STATEMENT

To provide emergency financial assistance grants to low income individuals with HIV / AIDS to stabilize their living situation and improve the quality of their lives.

4. TARGET POPULATION

PRC will serve all ethnicities and populations within San Francisco, with focused expertise to meet the unique needs of the primary target population for the Dream Keepers Initiative grants which is African-American SF residents with HIV / AIDS, especially those who are at risk of becoming homeless, or those whose housing is marginal.

5. MODALITIES and INTERVENTIONS: Units of Service (UOS) and Unduplicated Clients (UDC)

The amount of the PRC - Emergency Financial Assistance grant available to a client is based on the purpose of the grant. If the purpose of the grant is for Eviction Prevention (EP), the client is generally eligible for up \$1,000 per fiscal year. A grant for all other allowable purposes under the Client Services Manual is known as an Emergency Assistance (EA) grant and is generally limited to \$500 per client per fiscal year. Notwithstanding to provisions to the contrary, exceptions to the grant limit are allowed according to the financial and emergent situations of the client on a case by case basis. UOS Modality: Payments on grants are issued to third-party vendors directly. Guidelines are subject to review and approval by PRC board of directors at least annually. Projected UOS and UDC are delineated in the following table. UOS are defined in \$100 increments.

Term / Source / Appendix	UOS Description	UOS	UDC
03/01/21-6/30/21 / GF Dream Keepers / B-2	Emergency Financial Assistance Grants	870	189
07/01/21-6/30/22 / GF Dream Keepers / B-2a	Emergency Financial Assistance Grants	2,124	368

6. METHODOLOGY

Emergency Financial Assistance See Appendix A-1

This program provides Emergency Financial Assistance Program grants for housing, utility bills, and medical expenses for people with HIV; and are considered standard grants, generally called Emergency Assistance. The program makes payments for client grants via check directly to the vendor of the client's choice. The HRSA restriction of not allowing cash gift cards does not apply to these local General Fund dollars.

Eviction Prevention Grants See Appendix A-1

Program Procedure See Appendix A-1

Program Staffing See Appendix A-1 and Appendix B

ARIES Database See Appendix A-1

7. OBJECTIVES and MEASUREMENTS See Appendix A-1

8. CONTINUOUS QUALITY IMPROVEMENT See Appendix A-1

9. REQUIRED LANGUAGE See Appendix A-1

10. SUBCONTRACTORS & CONSULTANTS See Appendix A-1

Appendix B Calculation of Charges

1. Method of Payment

A. Contractor shall submit monthly invoices in the format attached in Appendix F, by the fifteenth (15th) working day of each month for reimbursement of the actual costs for Services of the immediately preceding month. All costs associated with the Services shall be reported on the invoice each month. All costs incurred under this Agreement shall be due and payable only after Services have been rendered and in no case in advance of such Services.

2. Program Budgets and Final Invoice

A. Program Budgets are listed below and are attached hereto.

Budget Summary

Appendix B-1, B-1.1, B-1.2, B-1.3, B-1a, B-1a.1, B-1a.2,
B-1a.3, B-1b, B-1b.1, B-1b.2, B-1b.3, B-1b.4, B-1c, B-1c.1,
B-1c.2, B-1d, B-1d. 1, B-1e, B-1e.1, B-1f, B-1f.1
Appendix B-2, B-2a

AIDS Emergency Fund Program

**AIDS Emergency Fund Program –
Dream Keepers Initiative**

B. Contractor understands that, of the maximum dollar obligation listed in section 3.3.1 of this Agreement, **\$572,104** is included as a contingency amount and is neither to be used in Program Budgets attached to this Appendix, or available to Contractor without a modification to this Agreement executed in the same manner as this Agreement or a revision to the Program Budgets of Appendix B, which has been approved by Contract Administrator. Contractor further understands that no payment of any portion of this contingency amount will be made unless and until such modification or budget revision has been fully approved and executed in accordance with applicable City and Department of Public Health laws, regulations and policies/procedures and certification as to the availability of funds by Controller. Contractor agrees to fully comply with these laws, regulations, and policies/procedures.

The maximum dollar for each term and funding source shall be as follows:

	<u>Term</u>	<u>Funding Source</u>	<u>Amount</u>
Original Agreement	03/01/18 – 02/28/19	Ryan White Part A	\$983,102
Original Agreement	03/01/19 – 02/29/20	Ryan White Part A	\$983,102
Original Agreement	03/01/20 – 02/28/21	Ryan White Part A	\$983,102
Original Agreement	03/01/21 – 02/28/22	Ryan White Part A	\$983,102
Revision to Program Budgets #1	10/01/18 – 02/28/19	Ryan White Part A	\$230,000
Revision to Program Budgets #1	09/30/18 – 09/29/19	SAM/State	\$158,665

Amendment #1	07/01/18 – 06/30/19	General Fund	\$120,000
Amendment #1	03/01/19 – 02/28/22	Federal Grant TBD	\$825,000
Revision to Program Budgets #2	09/30/18 – 09/29/19	SAM/State	\$141,466
Revision to Program Budgets #2	03/01/19 – 02/28/22	Federal Grant TBD	-\$141,466
Revision to Program Budgets #3	03/01/19 – 02/29/20	Ryan White Part A	\$21,562
Revision to Program Budgets #3	04/01/19 – 03/31/20	SAM/State	\$164,867
Revision to Program Budgets #3	10/01/19 – 02/29/20	Ryan White Part A	\$160,000
Revision to Program Budgets #3	03/01/20 – 02/28/21	Ryan White Part A	\$21,562
Revision to Program Budgets #3	03/01/21 – 02/28/22	Ryan White Part A	\$21,562
Revision to Program Budgets #3	03/01/19 – 02/28/22	Federal Grant TBD	-\$389,553
Revision to Program Budgets #4	03/01/2020 – 06/30/2020	General Fund	\$226,000
Revision to Program Budgets #4	03/01/2020 – 06/30/2020	Federal Grant TBD	-\$226,000
Revision to Program Budgets #5	04/01/2020 – 03/31/2021	Ryan White Part A	\$55,000
Revision to Program Budgets #5	04/01/2020 – 03/31/2021	Ryan White Part A	\$2,360
Revision to Program Budgets #5	04/01/2020 – 03/31/2021	Federal Grant TBD	-\$57,360
Revision to Program Budgets #6	08/01/2020 – 02/28/2021	Ryan White Part A	\$180,000
Revision to Program Budgets #6	08/01/2020 – 02/28/2021	Federal Grant TBD	-\$10,621
Revision to Program Budgets #7	04/01/2020 – 03/31/2021	Ryan White Part A	\$75,000
Revision to Program Budgets #8	03/01/2019 – 02/29/2020	Ryan White Part A	-\$131,807
Revision to Program Budgets #8	01/01/2021 – 06/30/2021	General Fund	\$180,000
Revision to Program Budgets #8	03/01/2021 – 06/30/2021	General Fund	\$100,000
Amendment #2	03/01/2021 – 02/28/2022	RWPA	-\$318,029
Amendment #2	03/01/2021 – 02/28/2022	RWPA	\$126,764
Amendment #2	07/01/2021 – 06/30/2022	GF	\$244,233
Amendment #2	07/01/2021 – 06/30/2022	GF	\$350,000
Amendment #2	03/01/2022 – 02/28/2023	RWPA	\$686,635
Amendment #2	07/01/2022 – 06/30/2023	GF	\$350,000
Amendment #2	03/01/2023 – 02/29/2024	RWPA	\$686,635
Amendment #2	07/01/2023 – 06/30/2024	GF	\$350,000
Amendment #2	03/01/2024 – 02/28/2025	RWPA	\$686,635
Amendment #2	07/01/2024 – 06/30/2025	GF	\$350,000
Amendment #2	03/01/2021 – 02/28/2026	TBD	\$250,000
Total Award			\$9,421,518
Contingency for 03/01/2021 – 02/28/2026			<u>\$572,104</u>
(This equals the total NTE)Total			\$9,993,622

C. Contractor agrees to comply with its Program Budgets of Appendix B in the provision of Services. Changes to the budget that do not increase or reduce the maximum dollar obligation of the City are subject to the provisions of the Department of Public Health Policy/Procedure Regarding Contract Budget Changes. Contractor agrees to comply fully with that policy/procedure.

D. A final closing invoice, clearly marked "FINAL," shall be submitted no later than forty-five (45) calendar days following the closing date of the Agreement, and shall include only those costs incurred during the referenced period of performance. If costs are not invoiced during this period, all unexpended funding set aside for this Agreement will revert to City.

3. No invoices for Services provided by law firms or attorneys, including, without limitation, as subcontractors of Contractor, will be paid unless the provider received advance written approval from the City Attorney.

DPH 1: Department of Public Health Contract Budget Summary by Program

CID#	1000009024			Prepared By											Appendix B, Page 4	
DPH Section	HIV Health Services														03/01/18 - 06/30/25	
Check one:	<input type="checkbox"/> Original <input checked="" type="checkbox"/> Contract Amendment <input type="checkbox"/> RPB														FN 12 Date: 11/01/2021	
Agency / Org / Contractor	PRC															
Program/Provider Name	AIDS Emergency Fund Program													Dream	AEF	SubTotal
Appendix Number	A-1 / B-1	A-1 / B-1.1	A-1 / B-1.2	A-1 / B-1.3	A-1 / B-1a	A-1 / B-1a.1	A-1 / B-1a.2	A-1 / B-1a.3	A-1 / B-1b	A-1a / B-1b	A-1a / B-1b.1	A-1/B-1b.3	A-1/B-1b.4	A-2 / B-2	A-1/B-1c	
Appendix Term	03/01/18 - 02/28/19	10/01/18 - 02/28/19	09/30/18 - 09/29/19	07/01/18 - 06/30/19	03/1/19-2/29/20	10/1/19-2/29/20	4/1/19-3/31/20	3/1/20-6/30/20	3/1/20-2/28/21	4/1/20-3/31/21	4/1/20-3/31/21	8/1/20-2/28/21	1/1/21-6/30/21	3/1/21-6/30/21	3/1/21-2/28/22	
EXPENSES																
Salaries	\$ 127,000	\$ -	\$ -	\$ -	\$ 70,000	\$ 15,118	\$ 15,118	\$ -	\$ 156,578	\$ -	\$ -	\$ 6,254	\$ -	\$ -	\$ 160,492	\$ 550,560
Employee Benefits	\$ 32,563	\$ -	\$ -	\$ -	\$ 20,000	\$ 1	\$ 1	\$ -	\$ 41,790	\$ -	\$ -	\$ 1,640	\$ -	\$ -	\$ 47,808	\$ 143,803
Total Personnel Expenses	\$ 159,563	\$ -	\$ -	\$ -	\$ 90,000	\$ 15,119	\$ 15,119	\$ -	\$ 198,368	\$ -	\$ -	\$ 7,894	\$ -	\$ -	\$ 208,300	\$ 694,363
Operating Expense	\$ 742,365	\$ 211,100	\$ 275,400	\$ 104,400	\$ 714,300	\$ 131,735	\$ 136,201	\$ 196,500	\$ 723,332	\$ 119,259	\$ 2,226	\$ 157,277	\$ 156,500	\$ 87,000	\$ 421,668	\$ 4,179,263
Subtotal Direct Costs	\$ 901,928	\$ 211,100	\$ 275,400	\$ 104,400	\$ 804,300	\$ 146,854	\$ 151,320	\$ 196,500	\$ 921,700	\$ 119,259	\$ 2,226	\$ 165,171	\$ 156,500	\$ 87,000	\$ 629,968	\$ 4,873,626
Indirect Cost Amount	\$ 81,174	\$ 18,900	\$ 24,731	\$ 15,600	\$ 68,557	\$ 13,146	\$ 13,547	\$ 29,500	\$ 82,964	\$ 10,741	\$ 134	\$ 14,829	\$ 23,500	\$ 13,000	\$ 56,667	\$ 466,990
Indirect Cost Rate (%)	9.0%	9.0%	9.0%	14.9%	8.5%	9.0%	9.0%	15.0%	9.0%	9.0%	6.0%	9.0%	15.0%	14.9%	9.0%	
Total Expenses	\$ 983,102	\$ 230,000	\$ 300,131	\$ 120,000	\$ 872,857	\$ 160,000	\$ 164,867	\$ 226,000	\$ 1,004,664	\$ 130,000	\$ 2,360	\$ 180,000	\$ 180,000	\$ 100,000	\$ 686,635	\$ 5,340,616
REVENUES & FUNDING SOURCES																
RWPA 93.914	\$ 983,102	\$ 230,000			\$ 872,857				\$ 1,004,664						\$ 686,635	\$ 3,777,258
RWPA-CarryForwd 93.914						\$ 160,000						\$ 180,000				\$ 340,000
RWPA-COVID 93.914										\$ 130,000	\$ 2,360					\$ 132,360
RWPB (X08) 93.917			\$ 300,131													\$ 300,131
RWPB 93.917							\$ 164,867									\$ 164,867
HHS Gen Fund				\$ 120,000				\$ 226,000					\$ 180,000			\$ 526,000
Dream Keepers GF														\$ 100,000		\$ 100,000
Total DPH Revenues	\$ 983,102	\$ 230,000	\$ 300,131	\$ 120,000	\$ 872,857	\$ 160,000	\$ 164,867	\$ 226,000	\$ 1,004,664	\$ 130,000	\$ 2,360	\$ 180,000	\$ 180,000	\$ 100,000	\$ 686,635	\$ 5,340,616
Total Non-DPH Revenues	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	\$ -
Total Rev (DPH/Non-DPH)	\$ 983,102	\$ 230,000	\$ 300,131	\$ 120,000	\$ 872,857	\$ 160,000	\$ 164,867	\$ 226,000	\$ 1,004,664	\$ 130,000	\$ 2,360	\$ 180,000	\$ 180,000	\$ 100,000	\$ 686,635	\$ 5,340,616
Cost Reimbursement (CR)	CR	CR	CR	CR	CR	CR	CR	CR	CR	CR	CR	CR	CR	CR	CR	

DPH 1: Department of Public Health Contract Budget Summary by Program

CID#	1000009024			Prepared By						Appendix B, Page 5	
DPH Section	HIV Health Services									03/01/18 - 06/30/25	
Check one:	<input type="checkbox"/> Original <input checked="" type="checkbox"/> Contract Amendment <input type="checkbox"/> RPB									FN 12 Date: 11/01/2021	
Agency / Org / Contractor	PRC										
Program/Provider Name	AEF	AEF	Dream	AEF	AEF	AEF	AEF	AEF	AEF	SubTotal	Grand Total
Appendix Number	A-1/B-1c.1	A-1/B-1c.2	A-2 / B-2a	A-1/B-1d	A-1/B-1d.1	A-1/B-1e	A-1/B-1e.1	A-1/B-1f	A-1/B-1f.1		
Appendix Term	07/01/21-06/30/22	03/01/21-02/28/22	07/01/21-06/30/22	3/1/22-2/28/23	07/01/22-06/30/23	3/1/23-2/28/24	07/01/23-06/30/24	3/1/24-2/28/25	07/01/24-06/30/25		
EXPENSES											
Salaries	\$ -	\$ -	\$ -	\$ 159,902	\$ -	\$ 164,699	\$ -	\$ 169,641	\$ -	\$ 494,242	\$ 1,044,802
Employee Benefits	\$ -	\$ -	\$ -	\$ 48,548	\$ -	\$ 51,623	\$ -	\$ 54,924	\$ -	\$ 155,095	\$ 298,898
Total Personnel Expenses	\$ -	\$ -	\$ -	\$ 208,450	\$ -	\$ 216,322	\$ -	\$ 224,565	\$ -	\$ 649,337	\$ 1,343,700
Operating Expense	\$ 304,400	\$ 116,300	\$ 212,400	\$ 421,618	\$ 304,400	\$ 413,619	\$ 304,400	\$ 405,453	\$ 304,400	\$ 2,786,990	\$ 6,966,253
Subtotal Direct Costs	\$ 304,400	\$ 116,300	\$ 212,400	\$ 630,068	\$ 304,400	\$ 629,941	\$ 304,400	\$ 630,018	\$ 304,400	\$ 3,436,327	\$ 8,309,953
Indirect Cost Amount	\$ 45,600	\$ 10,464	\$ 31,833	\$ 56,567	\$ 45,600	\$ 56,694	\$ 45,600	\$ 56,617	\$ 45,600	\$ 394,575	\$ 861,565
Indirect Cost Rate (%)	15.0%	9.0%	15.0%	9.0%	15.0%	9.0%	15.0%	9.0%	15.0%		
Total Expenses	\$ 350,000	\$ 126,764	\$ 244,233	\$ 686,635	\$ 350,000	\$ 686,635	\$ 350,000	\$ 686,635	\$ 350,000	\$ 3,830,902	\$ 9,171,518
REVENUES & FUNDING SOURCES											
RWPA 93.914				\$ 686,635		\$ 686,635		\$ 686,635		\$ 2,059,905	\$ 5,837,163
RWPA-CarryForwd 93.914		\$ 126,764								\$ 126,764	\$ 466,764
RWPA-COVID 93.914										\$ -	\$ 132,360
RWPB (X08) 93.917										\$ -	\$ 300,131
RWPB 93.917										\$ -	\$ 164,867
HHS Gen Fund	\$ 350,000				\$ 350,000		\$ 350,000		\$ 350,000	\$ 1,400,000	\$ 1,926,000
Dream Keepers GF			\$ 244,233							\$ 244,233	\$ 344,233
Total DPH Revenues	\$ 350,000	\$ 126,764	\$ 244,233	\$ 686,635	\$ 350,000	\$ 686,635	\$ 350,000	\$ 686,635	\$ 350,000	\$ 3,830,902	\$ 9,171,518
Total Non-DPH Revenues	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Rev (DPH/Non-DPH)	\$ 350,000	\$ 126,764	\$ 244,233	\$ 686,635	\$ 350,000	\$ 686,635	\$ 350,000	\$ 686,635	\$ 350,000	\$ 3,830,902	\$ 9,171,518
Cost Reimbursement (CR)	CR	CR	CR	CR	CR	CR	CR	CR	CR	CR	

PRC - AIDS Emergency Fund Program						Appendix #	B-1c
3/1/21-2/28/22						Page #	1
RWPA 93.914						Fiscal Year(s)	2021-22
						Funding Notification Date	FN 12 Date: 11/01/202
UOS COST ALLOCATION BY SERVICE MODE							
		SERVICE MODES					
Personnel Expenses		Emergency Financial Assistance Grants					
Position Titles	FTE	Salaries	% FTE				Contract Totals
Client Services Director	1.00	80,316	100%				80,316
Client Services Manager	1.00	64,250	100%				64,250
Director of Quality Assurance	0.10	10,679	100%				10,679
Offices Services Manager	0.075	5,247	100%				5,247
Total FTE & Total Salaries	2.175	160,492	100%				160,492
Fringe Benefits	29.7884%	47,808	100%				47,808
Total Personnel Expenses		208,300	100%				208,300
Operating Expenses		Expenditure	%				Total
Total Occupancy		48,753	100%				48,753
Total Materials and Supplies		1,152	100%				1,152
Total General Operating		2,960	100%				2,960
Consultants/Subcontractor:		403	100%				403
Other (specify): Client Grants		368,400	100%				368,400
Total Operating Expenses		421,668	100%				421,668
Total Direct Expenses		629,968	100%				629,968
Indirect Expenses	8.995%	56,667	100%				56,667
TOTAL EXPENSES		686,635	100%				686,635
UOS per Service Mode		3,684					3,684
Cost Per UOS by Service Mode		\$186.39					
UDC per Service Mode		644					644

BUDGET JUSTIFICATIONContractor Name PRC - AIDS Emergency Fund ProgramAppendix #: B-1c, Pg 2Program Name: AIDS Emergency Fund ProgramFiscal Year: 2021-22**1a) SALARIES**

Staff Position 1	Client Services Director			
Brief Duties	Responsible for overall management of Client Services.			
Min Quals	BA degree and experience accessing HIV related community resources.			
	<i>Annual Salary</i>	<i>x FTE</i>	<i>x mos per yr</i>	<i>Annualized if < 12 mos</i>
	\$80,316.23	1.00	12	1
				Total
				\$ 80,316

Staff Position 2:	Client Services Manager			
Brief Duties	Assists the Director of Client Services in processing client applications and directing volunteers. Manages demographic data collection and satisfaction surveys.			
Min Quals	BA degree and experience working with HIV positive clients.			
	<i>Annual Salary</i>	<i>x FTE</i>	<i>x mos per yr</i>	<i>Annualized if < 12 mos</i>
	\$64,249.97	1.00	12	1
				Total
				\$ 64,250

Staff Position 3:	Director of Quality Assurance			
Brief Duties	Responsible for contract compliance; reporting and oversight.			
Min Quals	Strong organizational, calendaring & computer skills.			
	<i>Annual Salary</i>	<i>x FTE</i>	<i>x mos per yr</i>	<i>Annualized if < 12 mos</i>
	\$106,790.91	0.10	12	1
				Total
				\$ 10,679

Staff Position 4:	Offices Services Manager			
Brief Duties	Manages front office, coordinates client reception, screening & referral; recruits, trains & supervises			
Min Quals	Admin & reception experience, experience managing volunteers and/or providing client screening & referral, computer skills in MS Office.			
	<i>Annual Salary</i>	<i>x FTE</i>	<i>x mos per yr</i>	<i>Annualized if < 12 mos</i>
	\$69,956.25	0.075	12	1
				Total
				\$ 5,247

Total FTE: 2.175

Total Salaries: \$ 160,492

1b) EMPLOYEE FRINGE BENEFITS:

Component	Cost
Social Security	\$ 12,037
Retirement	\$ 5,136
Medical	\$ 28,889
Other (specify): Worker's Compensation	\$ 1,748

Total Fringe Benefit: 47,808

Fringe Benefit %: 29.7884%

TOTAL SALARIES & EMPLOYEE FRINGE BENEFITS: 208,300

2) OPERATING EXPENSES:**Occupancy:**

Expense Item	Brief Description	Rate	Cost
Rent	Office.	\$1806.9975/mo x 2.175 FTE charge to contract x 12	47,164
Utilities	Phone and Internet.	\$60.6375/mo x 2.175 FTE charge to contract x 12	1,590
Total Occupancy:			48,753

Materials & Supplies:

Expense Item	Brief Description	Rate	Cost
Postage/OfficeSupp	Postage/supplies for program.	\$38.85/mo x 2.175 FTE charge to contract x 12	1,014
Printing	Printing and reproduction for program.	\$5.5125/mo x 2.175 FTE charge to contract x 12	138
Total Materials & Supplies:			1,152

General Operating:

Expense Item	Brief Description	Rate	Cost
Insurance	Gen. & Profess. liability, & property.	\$73.8675/mo x 2.175 FTE charge to contract x 12	1,919
Equipment Rental	Copiers, phones, postage meter.	\$39.69/mo x 2.175 FTE charge to contract x 12	1,041
Total General Operating:			2,960

Consultants/Subcontractors:

Consultant/Subcon	Service Description	Rate	Cost
Translator	Translation services for non-English speaking clients.	\$33.075 per month for 12 months	403
Total Consultants/Subcontractors:			403

Other:

Expense Item	Brief Description	Rate	Cost
Grants to Clients	to be paid to third-party vendors of housing, utility, medical, or other emergency necessities.	~3684 UOS @ ~\$100. each	368,400
Total Other:			368,400

TOTAL OPERATING EXPENSES:	421,668
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TOTAL DIRECT COSTS:	629,968
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INDIRECT COSTS Sals & Bens of CEO, CFO, CIO, CPO, COO, Ops & HR
Mgr @ 3.9% (2.0 Contract FTE / 51.0 Agency FTE).

56,667

Indirect Rate:	8.995%
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TOTAL INDIRECT COSTS:	56,667
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TOTAL EXPENSES:	686,635
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686,635

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PRC
AIDS Emergency Fund Program

Appendix B-1c.1 Page 1

07/01/21-06/30/22

HHS Gen Fund

Funding Notification Date: 11/01/21

UOS COST ALLOCATION BY SERVICE MODE

SERVICE MODES								
Personnel Expenses		Emergency Financial Assistance Grants						Contract Totals
Position Titles	FTE	Salaries	% FTE					
Total FTE & Total Salaries	0.000	-	0%					-
Fringe Benefits	0.0%	-	0%					-
Total Personnel Expenses		-	0%					-
Operating Expenses		Expenditure	%					Total
Total Occupancy		-						-
Total Materials and Supplies		-	0%					-
Total General Operating		-	100%					-
Consultants/Subcontractor:								-
Other (specify): Client Grants		304,400						304,400
Total Operating Expenses		304,400	100%					304,400
Total Direct Expenses		304,400	100%					304,400
Indirect Expenses	14.98%	45,600	100%					45,600
TOTAL EXPENSES		350,000	100%					350,000
UOS per Service Mode		3,044						3,044
Cost Per UOS by Service Mode		\$114.99						\$114.98
UDC per Service Mode		496						496

AIDS Emergency Fund Program

BUDGET JUSTIFICATION

1a) SALARIES

TOTAL SALARIES & BENEFITS: -

2) OPERATING EXPENSES:

Occupancy:	Brief Description	Rate	Cost
Rent	Office.	\$1981/mo x 0 FTE charge to contract x 12	-
Utilities	Phone and Internet.	\$61.25/mo x 0 FTE charge to contract x 12	-
Total Occupancy:			-

Materials/Supplies:	Brief Description	Rate	Cost
Postage/OfficeSupp	Postage/supplies for program	\$59.917/mo x 0 FTE charge to contract x 12	-
Printing	Printing and reproduction for program	\$12.167/mo x 0 FTE charge to contract x 12	-
Total Materials & Supplies:			-

General Operating:	Brief Description	Rate	Cost
Insurance	Gen. & Profess. liability, & property.	\$68.667/mo x 0 FTE charge to contract x 12	-
Equipment Rental	Copiers, phones, postage meter	\$14.75/mo x 0 FTE charge to contract x 12	-
Total General Operating:			-

Other:	Brief Description	Rate	Cost
Grants to Clients	for third-party vendors of housing, utility, medical, etc.	~3044 UOS @ ~\$100. each	304,400
Total Other:			304,400
TOTAL OPERATING EXPENSES:			304,400
TOTAL DIRECT COSTS:			304,400

INDIRECT COSTS	Indirect Rate:	14.98%	
Sals & Bens of CEO, CFO, CIO, CPO, COO, Ops & HR Mgr @ 3.9% (2.0 Contract FTE / 51.0 Agency FTE).			
TOTAL INDIRECT COSTS:			45,600
TOTAL EXPENSES:			350,000

PRC
AIDS Emergency Fund Program

Appendix B-1c.2, Page 1
03/01/21-02/28/22
RWPA-CarryForwd 93.914

Funding Notification Date: 11/01/21

UOS COST ALLOCATION BY SERVICE MODE

SERVICE MODES								
Personnel Expenses		Emergency Financial Assistance Grants						
Position Titles	FTE	Salaries	% FTE					Contract Totals
Total FTE & Total Salaries	0.000	-	0%					-
Fringe Benefits	0.0%	-	0%					-
Total Personnel Expenses		-	0%					-
Operating Expenses		Expenditure	%					Total
Total Occupancy		-						-
Total Materials and Supplies		-	0%					-
Total General Operating		-	100%					-
Consultants/Subcontractor:								-
Other (specify): Client Grants		116,300						116,300
Total Operating Expenses		116,300	100%					116,300
Total Direct Expenses		116,300	100%					116,300
Indirect Expenses	9.00%	10,464	100%					10,464
TOTAL EXPENSES		126,764	100%					126,764
UOS per Service Mode		1,163						1,163
Cost Per UOS by Service Mode		\$109.01						\$109.00
UDC per Service Mode		189						189

AIDS Emergency Fund Program

BUDGET JUSTIFICATION

1a) SALARIES

2) OPERATING EXPENSES:

Occupancy:	Brief Description	Rate	Cost
Rent	Office.	\$1981/mo x 0 FTE charge to contract x 12	-
Utilities	Phone and Internet.	\$61.25/mo x 0 FTE charge to contract x 12	-
Total Occupancy:			-

Materials/Supplies:	Brief Description	Rate	Cost
Postage/OfficeSupp	Postage/supplies for program	\$59.917/mo x 0 FTE charge to contract x 12	-
Printing	Printing and reproduction for program	\$12.167/mo x 0 FTE charge to contract x 12	-
Total Materials & Supplies:			-

General Operating:	Brief Description	Rate	Cost
Insurance	Gen. & Profess. liability, & property.	\$68.667/mo x 0 FTE charge to contract x 12	-
Equipment Rental	Copiers, phones, postage meter	\$14.75/mo x 0 FTE charge to contract x 12	-
Total General Operating:			-

Other:	Brief Description	Rate	Cost
Grants to Clients	for third-party vendors of housing, utility, medical, etc.	~1163 UOS @ ~\$100. each	116,300
Total Other:			116,300
TOTAL OPERATING EXPENSES:			116,300
TOTAL DIRECT COSTS:			116,300

INDIRECT COSTS	Indirect Rate:	9.00%	
Sals & Bens of CEO, CFO, CIO, CPO, COO, Ops & HR Mgr @ 3.9% (2.0 Contract FTE / 51.0 Agency FTE).			
TOTAL INDIRECT COSTS:			10,464
TOTAL EXPENSES:			126,764

PRC - AIDS Emergency Fund Program						Appendix # A-1/B-1d	
3/1/22-2/28/23						Page # 1	
RWPA 93.914						Fiscal Year(s)	2022-23
				Funding Notification Date			FN 12 Date: 11/01/2022
UOS COST ALLOCATION BY SERVICE MODE							
		SERVICE MODES					
Personnel Expenses		Emergency Financial Assistance Grants				Contract Totals	
Position Titles	FTE	Salaries	% FTE				
Client Services Director	1.00	82,726	100%				82,726
Client Services Manager	1.00	66,177	100%				66,177
Director of Quality Assurance	0.10	10,999	100%				10,999
Total FTE & Total Salaries	2.10	159,902	100%				159,902
Fringe Benefits	30.3610%	48,548	100%				48,548
Total Personnel Expenses		208,450	100%				208,450
Operating Expenses		Expenditure	%				Total
Total Occupancy		49,426	100%				49,426
Total Materials and Supplies		1,168	100%				1,168
Total General Operating		3,001	100%				3,001
Consultants/Subcontractor:		423	100%				423
Other (specify): Client Grants		367,600	100%				367,600
Total Operating Expenses		421,618	100%				421,618
Total Direct Expenses		630,068	100%				630,068
Indirect Expenses	8.9779%	56,567	100%				56,567
TOTAL EXPENSES		686,635	100%				686,635
UOS per Service Mode		3,676				3,676	
Cost Per UOS by Service Mode		\$186.79					
UDC per Service Mode		585					

BUDGET JUSTIFICATIONContractor Name PRC - AIDS Emergency Fund ProgramAppendix #: B-1d, Pg 2Program Name: AIDS Emergency Fund ProgramFiscal Year: 2022-23**1a) SALARIES**

Staff Position 1	Client Services Director			
Brief Duties	Responsible for overall management of Client Services.			
Min Quals	BA degree and experience accessing HIV related community resources.			
	<i>Annual Salary</i>	<i>x FTE</i>	<i>x mos per yr</i>	<i>Annualized if < 12 mos</i>
	\$82,725.72	1.00	12	1
				Total
				\$ 82,726

Staff Position 2:	Client Services Manager			
Brief Duties	Assists the Director of Client Services in processing client applications and directing volunteers. Manages demographic data collection and satisfaction surveys.			
Min Quals	BA degree and experience working with HIV positive clients.			
	<i>Annual Salary</i>	<i>x FTE</i>	<i>x mos per yr</i>	<i>Annualized if < 12 mos</i>
	\$66,177.47	1.00	12	1
				Total
				\$ 66,177

Staff Position 3:	Director of Quality Assurance			
Brief Duties	Responsible for contract compliance; reporting and oversight.			
Min Quals	Strong organizational, calendaring & computer skills.			
	<i>Annual Salary</i>	<i>x FTE</i>	<i>x mos per yr</i>	<i>Annualized if < 12 mos</i>
	\$109,994.63	0.10	12	1
				Total
				\$ 10,999

Total FTE: 2.10

Total Salaries: \$ 159,902

1b) EMPLOYEE FRINGE BENEFITS:

Component	Cost
Social Security	\$ 11,993
Retirement	\$ 5,117
Medical	\$ 29,646
Other (specify): Worker's Compensation	\$ 1,794

Total Fringe Benefit: 48,548

Fringe Benefit %: 30.3610%

TOTAL SALARIES & EMPLOYEE FRINGE BENEFITS: 208,450**2) OPERATING EXPENSES:**

Occupancy:

Expense Item	Brief Description	Rate	Cost
Rent	Office.	\$1897.347375/mo x 2.1 FTE charge to contract x 12	47,814
Utilities	Phone and Internet.	\$63.669375/mo x 2.1 FTE charge to contract x 12	1,611
Total Occupancy:			49,426

Materials & Supplies:

Expense Item	Brief Description	Rate	Cost
Postage/OfficeSupp	Postage/supplies for program.	\$40.7925/mo x 2.1 FTE charge to contract x 12	1,028
Printing	Printing and reproduction for program.	\$5.788125/mo x 2.1 FTE charge to contract x 12	140
Total Materials & Supplies:			1,168

General Operating:

Expense Item	Brief Description	Rate	Cost
Insurance	Gen. & Profess. liability, & property.	\$77.560875/mo x 2.1 FTE charge to contract x 12	1,946
Equipment Rental	Copiers, phones, postage meter.	\$41.6745/mo x 2.1 FTE charge to contract x 12	1,055
Total General Operating:			3,001

Consultants/Subcontractors:

Consultant/Subcon	Service Description	Rate	Cost
Translator	Translation services for non-English speaking clients.	\$34.72875 per month for 12 months	423
Total Consultants/Subcontractors:			423

Other:

Expense Item	Brief Description	Rate	Cost
Grants to Clients	to be paid to third-party vendors of housing, utility, medical, or other emergency necessities.	~3676 UOS @ ~\$100. each	367,600
Total Other:			367,600

	TOTAL OPERATING EXPENSES:	421,618
	TOTAL DIRECT COSTS:	630,068

INDIRECT COSTS Sals & Bens of CEO, CFO, CIO, CPO, COO, Ops & HR
Mgr @ 3.9% (2.0 Contract FTE / 51.0 Agency FTE).

		56,567
	Indirect Rate:	8.9779%
	TOTAL INDIRECT COSTS:	56,567
	TOTAL EXPENSES:	686,635

686,635

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PRC
AIDS Emergency Fund Program

Appendix B-1d.1 Page 1

07/01/22-06/30/23

HHS Gen Fund

Funding Notification Date: 11/01/21

UOS COST ALLOCATION BY SERVICE MODE

SERVICE MODES								
Personnel Expenses		Emergency Financial Assistance Grants						Contract Totals
Position Titles	FTE	Salaries	% FTE					
Total FTE & Total Salaries	0.000	-	0%					-
Fringe Benefits	0.0%	-	0%					-
Total Personnel Expenses		-	0%					-
Operating Expenses		Expenditure	%					Total
Total Occupancy		-						-
Total Materials and Supplies		-	0%					-
Total General Operating		-	100%					-
Consultants/Subcontractor:								-
Other (specify): Client Grants		304,400						304,400
Total Operating Expenses		304,400	100%					304,400
Total Direct Expenses		304,400	100%					304,400
Indirect Expenses	14.98%	45,600	100%					45,600
TOTAL EXPENSES		350,000	100%					350,000
UOS per Service Mode		3,044						3,044
Cost Per UOS by Service Mode		\$114.99						\$114.98
UDC per Service Mode		518						

AIDS Emergency Fund Program

BUDGET JUSTIFICATION

1a) SALARIES

TOTAL SALARIES & BENEFITS: -

2) OPERATING EXPENSES:

Occupancy:	Brief Description	Rate	Cost
Rent	Office.	\$1981/mo x 0 FTE charge to contract x 12	-
Utilities	Phone and Internet.	\$61.25/mo x 0 FTE charge to contract x 12	-
Total Occupancy:			-

Materials/Supplies:	Brief Description	Rate	Cost
Postage/OfficeSupp	Postage/supplies for program	\$59.917/mo x 0 FTE charge to contract x 12	-
Printing	Printing and reproduction for program	\$12.167/mo x 0 FTE charge to contract x 12	-
Total Materials & Supplies:			-

General Operating:	Brief Description	Rate	Cost
Insurance	Gen. & Profess. liability, & property.	\$68.667/mo x 0 FTE charge to contract x 12	-
Equipment Rental	Copiers, phones, postage meter	\$14.75/mo x 0 FTE charge to contract x 12	-
Total General Operating:			-

Other:	Brief Description	Rate	Cost
Grants to Clients	for third-party vendors of housing, utility, medical, etc.	~3044 UOS @ ~\$100. each	304,400
Total Other:			304,400
TOTAL OPERATING EXPENSES:			304,400
TOTAL DIRECT COSTS:			304,400

INDIRECT COSTS	Indirect Rate:	14.98%	
Sals & Bens of CEO, CFO, CIO, CPO, COO, Ops & HR Mgr @ 3.9% (2.0 Contract FTE / 51.0 Agency FTE).			
TOTAL INDIRECT COSTS:			45,600
TOTAL EXPENSES:			350,000

PRC - AIDS Emergency Fund Program						Appendix # A-1/B-1e		
3/1/23-2/28/24						Page # 1		
RWPA 93.914						Fiscal Year(s)	2023-24	
				Funding Notification Date			FN 12 Date: 11/0	
UOS COST ALLOCATION BY SERVICE MODE								
		SERVICE MODES						
Personnel Expenses		Emergency Financial Assistance Grants						Contract Totals
Position Titles	FTE	Salaries	% FTE					
Client Services Director	1.00	85,207	100%					85,207
Client Services Manager	1.00	68,163	100%					68,163
Director of Quality Assurance	0.10	11,329	100%					11,329
Total FTE & Total Salaries	2.10	164,699	100%					164,699
Fringe Benefits	31.3441%	51,623	100%					51,623
Total Personnel Expenses		216,322	100%					216,322
Operating Expenses		Expenditure	%					Total
Total Occupancy		51,897	100%					51,897
Total Materials and Supplies		1,227	100%					1,227
Total General Operating		3,151	100%					3,151
Consultants/Subcontractor:		444	100%					444
Other (specify): Client Grants		356,900	100%					356,900
Total Operating Expenses		413,619	100%					413,619
Total Direct Expenses		629,941	100%					629,941
Indirect Expenses	9.00%	56,694	100%					56,694
TOTAL EXPENSES		686,635	100%					686,635
UOS per Service Mode		3,569						3,569
Cost Per UOS by Service Mode		\$192.39						
UDC per Service Mode		565						

BUDGET JUSTIFICATIONContractor Name PRC - AIDS Emergency Fund ProgramAppendix #: A-1/B-1eProgram Name: AIDS Emergency Fund ProgramFiscal Year: 2023-24**1a) SALARIES**

Staff Position 1	Client Services Director			
Brief Duties	Responsible for overall management of Client Services.			
Min Quals	BA degree and experience accessing HIV related community resources.			
	<i>Annual Salary</i>	<i>x FTE</i>	<i>x mos per yr</i>	<i>Annualized if < 12 mos</i>
	\$85,207.49	1.00	12	1
				Total
				\$ 85,207

Staff Position 2:	Client Services Manager			
Brief Duties	Assists the Director of Client Services in processing client applications and directing volunteers. Manages demographic data collection and satisfaction surveys.			
Min Quals	BA degree and experience working with HIV positive clients.			
	<i>Annual Salary</i>	<i>x FTE</i>	<i>x mos per yr</i>	<i>Annualized if < 12 mos</i>
	\$68,162.80	1.00	12	1
				Total
				\$ 68,163

Staff Position 3:	Director of Quality Assurance			
Brief Duties	Responsible for contract compliance; reporting and oversight.			
Min Quals	Strong organizational, calendaring & computer skills.			
	<i>Annual Salary</i>	<i>x FTE</i>	<i>x mos per yr</i>	<i>Annualized if < 12 mos</i>
	\$113,294.47	0.10	12	1
				Total
				\$ 11,329

Total FTE: 2.10

Total Salaries: \$ 164,699

1b) EMPLOYEE FRINGE BENEFITS:

Component	Cost
Social Security	\$ 12,352
Retirement	\$ 5,270
Medical	\$ 32,062
Other (specify): Worker's Compensation	\$ 1,940

Total Fringe Benefit: 51,623

Fringe Benefit %: 31.3441%

TOTAL SALARIES & EMPLOYEE FRINGE BENEFITS: 216,322**2) OPERATING EXPENSES:**

Occupancy:

Expense Item	Brief Description	Rate	Cost
Rent	Office.	\$1992.21474375/mo x 2.1 FTE charge to contract x 12	50,205
Utilities	Phone and Internet.	\$66.85284375/mo x 2.1 FTE charge to contract x 12	1,692
Total Occupancy:			51,897

Materials & Supplies:

Expense Item	Brief Description	Rate	Cost
Postage/OfficeSupp	Postage/supplies for program.	\$42.832125/mo x 2.1 FTE charge to contract x 12	1,079
Printing	Printing and reproduction for program.	\$6.07753125/mo x 2.1 FTE charge to contract x 12	147
Total Materials & Supplies:			1,227

General Operating:

Expense Item	Brief Description	Rate	Cost
Insurance	Gen. & Profess. liability, & property.	\$81.43891875/mo x 2.1 FTE charge to contract x 12	2,043
Equipment Rental	Copiers, phones, postage meter.	\$43.758225/mo x 2.1 FTE charge to contract x 12	1,108
Total General Operating:			3,151

Consultants/Subcontractors:

Consultant/Subcon	Service Description	Rate	Cost
Translator	Translation services for non-English speaking clients.	36.4651875 per month for 12 month	444
Total Consultants/Subcontractors:			444

Other:

Expense Item	Brief Description	Rate	Cost
Grants to Clients	to be paid to third-party vendors of housing, utility, medical, or other emergency necessities.	~3569 UOS @ ~\$100. each	356,900
Total Other:			356,900

	TOTAL OPERATING EXPENSES:	413,619
	TOTAL DIRECT COSTS:	629,941

INDIRECT COSTS Sals & Bens of CEO, CFO, CIO, CPO, COO, Ops & HR
Mgr @ 3.9% (2.0 Contract FTE / 51.0 Agency FTE).

		56,694
	Indirect Rate:	9.00%
	TOTAL INDIRECT COSTS:	56,694
	TOTAL EXPENSES:	686,635

686,635

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PRC
AIDS Emergency Fund Program

Appendix B-1e.1 Page 1

07/01/23-06/30/24

HHS Gen Fund

Funding Notification Date: 11/01/21

UOS COST ALLOCATION BY SERVICE MODE

SERVICE MODES								
Personnel Expenses		Emergency Financial Assistance Grants						Contract Totals
Position Titles	FTE	Salaries	% FTE					
Total FTE & Total Salaries	0.000	-	0%					-
Fringe Benefits	0.0%	-	0%					-
Total Personnel Expenses		-	0%					-
Operating Expenses		Expenditure	%					Total
Total Occupancy		-						-
Total Materials and Supplies		-	0%					-
Total General Operating		-	100%					-
Consultants/Subcontractor:								-
Other (specify): Client Grants		304,400						304,400
Total Operating Expenses		304,400	100%					304,400
Total Direct Expenses		304,400	100%					304,400
Indirect Expenses	14.98%	45,600	100%					45,600
TOTAL EXPENSES		350,000	100%					350,000
UOS per Service Mode		3,044						3,044
Cost Per UOS by Service Mode		\$114.99						\$114.98
UDC per Service Mode		518						

AIDS Emergency Fund Program

BUDGET JUSTIFICATION

1a) SALARIES

TOTAL SALARIES & BENEFITS: -

2) OPERATING EXPENSES:

Occupancy:	Brief Description	Rate	Cost
Rent	Office.	\$1981/mo x 0 FTE charge to contract x 12	-
Utilities	Phone and Internet.	\$61.25/mo x 0 FTE charge to contract x 12	-
Total Occupancy:			-

Materials/Supplies:	Brief Description	Rate	Cost
Postage/OfficeSupp	Postage/supplies for program	\$59.917/mo x 0 FTE charge to contract x 12	-
Printing	Printing and reproduction for program	\$12.167/mo x 0 FTE charge to contract x 12	-
Total Materials & Supplies:			-

General Operating:	Brief Description	Rate	Cost
Insurance	Gen. & Profess. liability, & property.	\$68.667/mo x 0 FTE charge to contract x 12	-
Equipment Rental	Copiers, phones, postage meter	\$14.75/mo x 0 FTE charge to contract x 12	-
Total General Operating:			-

Other:	Brief Description	Rate	Cost
Grants to Clients	for third-party vendors of housing, utility, medical, etc.	~3044 UOS @ ~\$100. each	304,400
Total Other:			304,400
TOTAL OPERATING EXPENSES:			304,400
TOTAL DIRECT COSTS:			304,400

INDIRECT COSTS	Indirect Rate:	14.98%	
Sals & Bens of CEO, CFO, CIO, CPO, COO, Ops & HR Mgr @ 3.9% (2.0 Contract FTE / 51.0 Agency FTE).			
TOTAL INDIRECT COSTS:			45,600
TOTAL EXPENSES:			350,000

Materials & Supplies:

Expense Item	Brief Description	Rate	Cost
Postage/OfficeSupp	Postage/supplies for program.	\$44.97373125/mo x 2.1 FTE charge to contract x 12	1,133
Printing	Printing and reproduction for program.	\$6.3814078125/mo x 2.1 FTE charge to contract x 12	155
Total Materials & Supplies:			1,288

General Operating:

Expense Item	Brief Description	Rate	Cost
Insurance	Gen. & Profess. liability, & property.	\$85.5108646875/mo x 2.1 FTE charge to contract x 12	2,146
Equipment Rental	Copiers, phones, postage meter.	\$45.94613625/mo x 2.1 FTE charge to contract x 12	1,163
Total General Operating:			3,309

Consultants/Subcontractors:

Consultant/Subcon	Service Description	Rate	Cost
Translator	Translation services for non-English speaking clients.	38.288446875 per month for 12 months	465
Total Consultants/Subcontractors:			465

Other:

Expense Item	Brief Description	Rate	Cost
Grants to Clients	to be paid to third-party vendors of housing, utility, medical, or other emergency necessities.	~3459 UOS @ ~\$100. each	345,900
Total Other:			345,900

	TOTAL OPERATING EXPENSES:	405,453
	TOTAL DIRECT COSTS:	630,018

INDIRECT COSTS Sals & Bens of CEO, CFO, CIO, CPO, COO, Ops & HR
Mgr @ 3.9% (2.0 Contract FTE / 51.0 Agency FTE).

		56,617
	Indirect Rate:	8.9865%
	TOTAL INDIRECT COSTS:	56,617
	TOTAL EXPENSES:	686,635

686,635

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PRC
AIDS Emergency Fund Program

Appendix B-1f.1 Page 1

07/01/24-06/30/25

HHS Gen Fund

Funding Notification Date: 11/01/21

UOS COST ALLOCATION BY SERVICE MODE

SERVICE MODES								
Personnel Expenses		Emergency Financial Assistance Grants						Contract Totals
Position Titles	FTE	Salaries	% FTE					
Total FTE & Total Salaries	0.000	-	0%					-
Fringe Benefits	0.0%	-	0%					-
Total Personnel Expenses		-	0%					-
Operating Expenses		Expenditure	%					Total
Total Occupancy		-						-
Total Materials and Supplies		-	0%					-
Total General Operating		-	100%					-
Consultants/Subcontractor:								-
Other (specify): Client Grants		304,400						304,400
Total Operating Expenses		304,400	100%					304,400
Total Direct Expenses		304,400	100%					304,400
Indirect Expenses	14.98%	45,600	100%					45,600
TOTAL EXPENSES		350,000	100%					350,000
UOS per Service Mode		3,044						3,044
Cost Per UOS by Service Mode		\$114.99						\$114.98
UDC per Service Mode		518						

BUDGET JUSTIFICATION

1a) SALARIES

TOTAL SALARIES & BENEFITS: -

2) OPERATING EXPENSES:

Occupancy:	Brief Description	Rate	Cost
Rent	Office.	\$1981/mo x 0 FTE charge to contract x 12	-
Utilities	Phone and Internet.	\$61.25/mo x 0 FTE charge to contract x 12	-
Total Occupancy:			-

Materials/Supplies:	Brief Description	Rate	Cost
Postage/OfficeSupp	Postage/supplies for program	\$59.917/mo x 0 FTE charge to contract x 12	-
Printing	Printing and reproduction for program	\$12.167/mo x 0 FTE charge to contract x 12	-
Total Materials & Supplies:			-

General Operating:	Brief Description	Rate	Cost
Insurance	Gen. & Profess. liability, & property.	\$68.667/mo x 0 FTE charge to contract x 12	-
Equipment Rental	Copiers, phones, postage meter	\$14.75/mo x 0 FTE charge to contract x 12	-
Total General Operating:			-

Other:	Brief Description	Rate	Cost
Grants to Clients	for third-party vendors of housing, utility, medical, etc.	~3044 UOS @ ~\$100. each	304,400
Total Other:			304,400
TOTAL OPERATING EXPENSES:			304,400
TOTAL DIRECT COSTS:			304,400

INDIRECT COSTS	Indirect Rate:	14.98%	
Sals & Bens of CEO, CFO, CIO, CPO, COO, Ops & HR Mgr @ 3.9% (2.0 Contract FTE / 51.0 Agency FTE).			
TOTAL INDIRECT COSTS:			45,600
TOTAL EXPENSES:			350,000

PRC
AIDS Emergency Fund Program
Dream Keeper Initiative

Appendix B-2a, Page 1
07/01/21-06/30/22
Dream Keepers GF

UOS COST ALLOCATION BY SERVICE MODE

SERVICE MODES								
Personnel Expenses		Emergency Financial Assistance Grants						
Position Titles	FTE	Salaries	% FTE					Contract Totals
								-
								-
								-
								-
Total FTE & Total Salaries	0.000	-	0%					-
Fringe Benefits	0.0%	-	0%					-
Total Personnel Expenses		-	0%					-
Operating Expenses		Expenditure	%					Total
Total Occupancy								-
Total Materials and Supplies								-
Total General Operating								-
Consultants/Subcontractor:								-
Other (specify): Client Grants		212,400	100%					212,400
Total Operating Expenses		212,400	100%					212,400
Total Direct Expenses		212,400	100%					212,400
Indirect Expenses	14.99%	31,833	100%					31,833
TOTAL EXPENSES		244,233	100%					244,233
UOS per Service Mode		2,124						2,124
Cost Per UOS by Service Mode		\$115.00						\$114.99
UDC per Service Mode		368						368

BUDGET JUSTIFICATION

Other:	Brief Description	Rate	Cost
Grants to Clients	for third-party vendors of housing, utility, medical, etc.	~2124 UOS @ ~\$100. each	212,400
		Total Other:	212,400
		TOTAL OPERATING EXPENSES:	212,400
		TOTAL DIRECT COSTS:	212,400
INDIRECT COSTS	Indirect Rate:	15.00%	
Sals & Bens of CEO, CFO, CIO, CPO, COO, Ops & HR Mgr @ 3.9% (2.0 Contract FTE / 51.0 Agency FTE).			
		TOTAL INDIRECT COSTS:	31,833
		TOTAL EXPENSES:	244,233

APPENDIX E



San Francisco Department of Public Health

Business Associate Agreement

This Business Associate Agreement (“BAA”) supplements and is made a part of the contract by and between the City and County of San Francisco, the Covered Entity (“CE”), and Contractor, the Business Associate (“BA”) (the “Agreement”). To the extent that the terms of the Agreement are inconsistent with the terms of this BAA, the terms of this BAA shall control.

RECITALS

A. CE, by and through the San Francisco Department of Public Health (“SFPDH”), wishes to disclose certain information to BA pursuant to the terms of the Agreement, some of which may constitute Protected Health Information (“PHI”) (defined below).

B. For purposes of the Agreement, CE requires Contractor, even if Contractor is also a covered entity under HIPAA, to comply with the terms and conditions of this BAA as a BA of CE.

C. CE and BA intend to protect the privacy and provide for the security of PHI disclosed to BA pursuant to the Agreement in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (“the HITECH Act”), and regulations promulgated there under by the U.S. Department of Health and Human Services (the “HIPAA Regulations”) and other applicable laws, including, but not limited to, California Civil Code §§ 56, et seq., California Health and Safety Code § 1280.15, California Civil Code §§ 1798, et seq., California Welfare & Institutions Code §§5328, et seq., and the regulations promulgated there under (the “California Regulations”).

D. As part of the HIPAA Regulations, the Privacy Rule and the Security Rule (defined below) require CE to enter into a contract containing specific requirements with BA prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 164.314(a), 164.502(a) and (e) and 164.504(e) of the Code of Federal Regulations (“C.F.R.”) and contained in this BAA.

E. BA enters into agreements with CE that require the CE to disclose certain identifiable health information to BA. The parties desire to enter into this BAA to permit BA to have access to such information and comply with the BA requirements of HIPAA, the HITECH Act, and the corresponding Regulations.

In consideration of the mutual promises below and the exchange of information pursuant to this BAA, the parties agree as follows:

APPENDIX E



San Francisco Department of Public Health

Business Associate Agreement

1. Definitions.

a. Breach means the unauthorized acquisition, access, use, or disclosure of PHI that compromises the security or privacy of such information, except where an unauthorized person to whom such information is disclosed would not reasonably have been able to retain such information, and shall have the meaning given to such term under the HITECH Act and HIPAA Regulations [42 U.S.C. Section 17921 and 45 C.F.R. Section 164.402], as well as California Civil Code Sections 1798.29 and 1798.82.

b. Breach Notification Rule shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and D.

c. Business Associate is a person or entity that performs certain functions or activities that involve the use or disclosure of protected health information received from a covered entity, but other than in the capacity of a member of the workforce of such covered entity or arrangement, and shall have the meaning given to such term under the Privacy Rule, the Security Rule, and the HITECH Act, including, but not limited to, 42 U.S.C. Section 17938 and 45 C.F.R. Section 160.103.

d. Covered Entity means a health plan, a health care clearinghouse, or a health care provider who transmits any information in electronic form in connection with a transaction covered under HIPAA Regulations, and shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to, 45 C.F.R. Section 160.103.

e. Data Aggregation means the combining of Protected Information by the BA with the Protected Information received by the BA in its capacity as a BA of another CE, to permit data analyses that relate to the health care operations of the respective covered entities, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.

f. Designated Record Set means a group of records maintained by or for a CE, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.

g. Electronic Protected Health Information means Protected Health Information that is maintained in or transmitted by electronic media and shall have the meaning given to such term under HIPAA and the HIPAA Regulations, including, but not limited to, 45 C.F.R. Section 160.103. For the purposes of this BAA, Electronic PHI includes all computerized data, as defined in California Civil Code Sections 1798.29 and 1798.82.

h. Electronic Health Record means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized

APPENDIX E



San Francisco Department of Public Health
Business Associate Agreement

health care clinicians and staff, and shall have the meaning given to such term under the HITECH Act, including, but not limited to, 42 U.S.C. Section 17921.

i. Health Care Operations shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.

j. Privacy Rule shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and E.

k. Protected Health Information or PHI means any information, including electronic PHI, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Sections 160.103 and 164.501. For the purposes of this BAA, PHI includes all medical information and health insurance information as defined in California Civil Code Sections 56.05 and 1798.82.

l. Protected Information shall mean PHI provided by CE to BA or created, maintained, received or transmitted by BA on CE's behalf.

m. Security Incident means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system, and shall have the meaning given to such term under the Security Rule, including, but not limited to, 45 C.F.R. Section 164.304.

n. Security Rule shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and C.

o. Unsecured PHI means PHI that is not secured by a technology standard that renders PHI unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute, and shall have the meaning given to such term under the HITECH Act and any guidance issued pursuant to such Act including, but not limited to, 42 U.S.C. Section 17932(h) and 45 C.F.R. Section 164.402.

2. Obligations of Business Associate.

a. Attestations. Except when CE's data privacy officer exempts BA in writing, the BA shall complete the following forms, attached and incorporated by reference as though fully set forth herein, SFDPH Attestations for Privacy (Attachment 1) and Data Security (Attachment 2) within sixty (60) calendar days from the execution of the Agreement. If CE makes substantial

APPENDIX E



San Francisco Department of Public Health
Business Associate Agreement

changes to any of these forms during the term of the Agreement, the BA will be required to complete CE's updated forms within sixty (60) calendar days from the date that CE provides BA with written notice of such changes. BA shall retain such records for a period of seven years after the Agreement terminates and shall make all such records available to CE within 15 calendar days of a written request by CE.

b. User Training. The BA shall provide, and shall ensure that BA subcontractors, provide, training on PHI privacy and security, including HIPAA and HITECH and its regulations, to each employee or agent that will access, use or disclose Protected Information, upon hire and/or prior to accessing, using or disclosing Protected Information for the first time, and at least annually thereafter during the term of the Agreement. BA shall maintain, and shall ensure that BA subcontractors maintain, records indicating the name of each employee or agent and date on which the PHI privacy and security trainings were completed. BA shall retain, and ensure that BA subcontractors retain, such records for a period of seven years after the Agreement terminates and shall make all such records available to CE within 15 calendar days of a written request by CE.

c. Permitted Uses. BA may use, access, and/or disclose Protected Information only for the purpose of performing BA's obligations for, or on behalf of, the City and as permitted or required under the Agreement and BAA, or as required by law. Further, BA shall not use Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so used by CE. However, BA may use Protected Information as necessary (i) for the proper management and administration of BA; (ii) to carry out the legal responsibilities of BA; (iii) as required by law; or (iv) for Data Aggregation purposes relating to the Health Care Operations of CE [45 C.F.R. Sections 164.502, 164.504(e)(2). and 164.504(e)(4)(i)].

d. Permitted Disclosures. BA shall disclose Protected Information only for the purpose of performing BA's obligations for, or on behalf of, the City and as permitted or required under the Agreement and BAA, or as required by law. BA shall not disclose Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so disclosed by CE. However, BA may disclose Protected Information as necessary (i) for the proper management and administration of BA; (ii) to carry out the legal responsibilities of BA; (iii) as required by law; or (iv) for Data Aggregation purposes relating to the Health Care Operations of CE. If BA discloses Protected Information to a third party, BA must obtain, prior to making any such disclosure, (i) reasonable written assurances from such third party that such Protected Information will be held confidential as provided pursuant to this BAA and used or disclosed only as required by law or for the purposes for which it was disclosed to such third party, and (ii) a written agreement from such third party to immediately notify BA of any breaches, security incidents, or unauthorized uses or disclosures of the Protected Information in accordance with paragraph 2 (n) of this BAA, to the extent it has obtained knowledge of such

APPENDIX E



San Francisco Department of Public Health
Business Associate Agreement

occurrences [42 U.S.C. Section 17932; 45 C.F.R. Section 164.504(e)]. BA may disclose PHI to a BA that is a subcontractor and may allow the subcontractor to create, receive, maintain, or transmit Protected Information on its behalf, if the BA obtains satisfactory assurances, in accordance with 45 C.F.R. Section 164.504(e)(1), that the subcontractor will appropriately safeguard the information [45 C.F.R. Section 164.502(e)(1)(ii)].

e. Prohibited Uses and Disclosures. BA shall not use or disclose Protected Information other than as permitted or required by the Agreement and BAA, or as required by law. BA shall not use or disclose Protected Information for fundraising or marketing purposes. BA shall not disclose Protected Information to a health plan for payment or health care operations purposes if the patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which the Protected Information solely relates [42 U.S.C. Section 17935(a) and 45 C.F.R. Section 164.522(a)(1)(vi)]. BA shall not directly or indirectly receive remuneration in exchange for Protected Information, except with the prior written consent of CE and as permitted by the HITECH Act, 42 U.S.C. Section 17935(d)(2), and the HIPAA regulations, 45 C.F.R. Section 164.502(a)(5)(ii); however, this prohibition shall not affect payment by CE to BA for services provided pursuant to the Agreement.

f. Appropriate Safeguards. BA shall take the appropriate security measures to protect the confidentiality, integrity and availability of PHI that it creates, receives, maintains, or transmits on behalf of the CE, and shall prevent any use or disclosure of PHI other than as permitted by the Agreement or this BAA, including, but not limited to, administrative, physical and technical safeguards in accordance with the Security Rule, including, but not limited to, 45 C.F.R. Sections 164.306, 164.308, 164.310, 164.312, 164.314 164.316, and 164.504(e)(2)(ii)(B). BA shall comply with the policies and procedures and documentation requirements of the Security Rule, including, but not limited to, 45 C.F.R. Section 164.316, and 42 U.S.C. Section 17931. BA is responsible for any civil penalties assessed due to an audit or investigation of BA, in accordance with 42 U.S.C. Section 17934(c).

g. Business Associate's Subcontractors and Agents. BA shall ensure that any agents and subcontractors that create, receive, maintain or transmit Protected Information on behalf of BA, agree in writing to the same restrictions and conditions that apply to BA with respect to such PHI and implement the safeguards required by paragraph 2.f. above with respect to Electronic PHI [45 C.F.R. Section 164.504(e)(2) through (e)(5); 45 C.F.R. Section 164.308(b)]. BA shall mitigate the effects of any such violation.

h. Accounting of Disclosures. Within ten (10) calendar days of a request by CE for an accounting of disclosures of Protected Information or upon any disclosure of Protected Information for which CE is required to account to an individual, BA and its agents and subcontractors shall make available to CE the information required to provide an accounting of

APPENDIX E



San Francisco Department of Public Health
Business Associate Agreement

disclosures to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.528, and the HITECH Act, including but not limited to 42 U.S.C. Section 17935 (c), as determined by CE. BA agrees to implement a process that allows for an accounting to be collected and maintained by BA and its agents and subcontractors for at least seven (7) years prior to the request. However, accounting of disclosures from an Electronic Health Record for treatment, payment or health care operations purposes are required to be collected and maintained for only three (3) years prior to the request, and only to the extent that BA maintains an Electronic Health Record. At a minimum, the information collected and maintained shall include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed; and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure [45 C.F.R. 164.528(b)(2)]. If an individual or an individual's representative submits a request for an accounting directly to BA or its agents or subcontractors, BA shall forward the request to CE in writing within five (5) calendar days.

i. Access to Protected Information. BA shall make Protected Information maintained by BA or its agents or subcontractors in Designated Record Sets available to CE for inspection and copying within (5) days of request by CE to enable CE to fulfill its obligations under state law [Health and Safety Code Section 123110] and the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.524 [45 C.F.R. Section 164.504(e)(2)(ii)(E)]. If BA maintains Protected Information in electronic format, BA shall provide such information in electronic format as necessary to enable CE to fulfill its obligations under the HITECH Act and HIPAA Regulations, including, but not limited to, 42 U.S.C. Section 17935(e) and 45 C.F.R. 164.524.

j. Amendment of Protected Information. Within ten (10) days of a request by CE for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, BA and its agents and subcontractors shall make such Protected Information available to CE for amendment and incorporate any such amendment or other documentation to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.526. If an individual requests an amendment of Protected Information directly from BA or its agents or subcontractors, BA must notify CE in writing within five (5) days of the request and of any approval or denial of amendment of Protected Information maintained by BA or its agents or subcontractors [45 C.F.R. Section 164.504(e)(2)(ii)(F)].

k. Governmental Access to Records. BA shall make its internal practices, books and records relating to the use and disclosure of Protected Information available to CE and to the

APPENDIX E



San Francisco Department of Public Health
Business Associate Agreement

Secretary of the U.S. Department of Health and Human Services (the “Secretary”) for purposes of determining BA’s compliance with HIPAA [45 C.F.R. Section 164.504(e)(2)(ii)(I)]. BA shall provide CE a copy of any Protected Information and other documents and records that BA provides to the Secretary concurrently with providing such Protected Information to the Secretary.

l. Minimum Necessary. BA, its agents and subcontractors shall request, use and disclose only the minimum amount of Protected Information necessary to accomplish the intended purpose of such use, disclosure, or request. [42 U.S.C. Section 17935(b); 45 C.F.R. Section 164.514(d)]. BA understands and agrees that the definition of “minimum necessary” is in flux and shall keep itself informed of guidance issued by the Secretary with respect to what constitutes “minimum necessary” to accomplish the intended purpose in accordance with HIPAA and HIPAA Regulations.

m. Data Ownership. BA acknowledges that BA has no ownership rights with respect to the Protected Information.

n. Notification of Breach. BA shall notify CE within 5 calendar days of any breach of Protected Information; any use or disclosure of Protected Information not permitted by the BAA; any Security Incident (except as otherwise provided below) related to Protected Information, and any use or disclosure of data in violation of any applicable federal or state laws by BA or its agents or subcontractors. The notification shall include, to the extent possible, the identification of each individual whose unsecured Protected Information has been, or is reasonably believed by the BA to have been, accessed, acquired, used, or disclosed, as well as any other available information that CE is required to include in notification to the individual, the media, the Secretary, and any other entity under the Breach Notification Rule and any other applicable state or federal laws, including, but not limited, to 45 C.F.R. Section 164.404 through 45 C.F.R. Section 164.408, at the time of the notification required by this paragraph or promptly thereafter as information becomes available. BA shall take (i) prompt corrective action to cure any deficiencies and (ii) any action pertaining to unauthorized uses or disclosures required by applicable federal and state laws. [42 U.S.C. Section 17921; 42 U.S.C. Section 17932; 45 C.F.R. 164.410; 45 C.F.R. Section 164.504(e)(2)(ii)(C); 45 C.F.R. Section 164.308(b)]

o. Breach Pattern or Practice by Business Associate’s Subcontractors and Agents. Pursuant to 42 U.S.C. Section 17934(b) and 45 C.F.R. Section 164.504(e)(1)(iii), if the BA knows of a pattern of activity or practice of a subcontractor or agent that constitutes a material breach or violation of the subcontractor or agent’s obligations under the Contract or this BAA, the BA must take reasonable steps to cure the breach or end the violation. If the steps are unsuccessful, the BA must terminate the contractual arrangement with its subcontractor or agent, if feasible. BA shall provide written notice to CE of any pattern of activity or practice of a

APPENDIX E



San Francisco Department of Public Health
Business Associate Agreement

subcontractor or agent that BA believes constitutes a material breach or violation of the subcontractor or agent's obligations under the Contract or this BAA within five (5) calendar days of discovery and shall meet with CE to discuss and attempt to resolve the problem as one of the reasonable steps to cure the breach or end the violation.

3. Termination.

a. Material Breach. A breach by BA of any provision of this BAA, as determined by CE, shall constitute a material breach of the Agreement and this BAA and shall provide grounds for immediate termination of the Agreement and this BAA, any provision in the AGREEMENT to the contrary notwithstanding. [45 C.F.R. Section 164.504(e)(2)(iii).]

b. Judicial or Administrative Proceedings. CE may terminate the Agreement and this BAA, effective immediately, if (i) BA is named as defendant in a criminal proceeding for a violation of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws or (ii) a finding or stipulation that the BA has violated any standard or requirement of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding in which the party has been joined.

c. Effect of Termination. Upon termination of the Agreement and this BAA for any reason, BA shall, at the option of CE, return or destroy all Protected Information that BA and its agents and subcontractors still maintain in any form, and shall retain no copies of such Protected Information. If return or destruction is not feasible, as determined by CE, BA shall continue to extend the protections and satisfy the obligations of Section 2 of this BAA to such information, and limit further use and disclosure of such PHI to those purposes that make the return or destruction of the information infeasible [45 C.F.R. Section 164.504(e)(2)(ii)(J)]. If CE elects destruction of the PHI, BA shall certify in writing to CE that such PHI has been destroyed in accordance with the Secretary's guidance regarding proper destruction of PHI.

d. Civil and Criminal Penalties. BA understands and agrees that it is subject to civil or criminal penalties applicable to BA for unauthorized use, access or disclosure or Protected Information in accordance with the HIPAA Regulations and the HITECH Act including, but not limited to, 42 U.S.C. 17934 (c).

e. Disclaimer. CE makes no warranty or representation that compliance by BA with this BAA, HIPAA, the HITECH Act, or the HIPAA Regulations or corresponding California law provisions will be adequate or satisfactory for BA's own purposes. BA is solely responsible for all decisions made by BA regarding the safeguarding of PHI.

4. Amendment to Comply with Law.

The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of the Agreement or this BAA may be required to

APPENDIX E



San Francisco Department of Public Health
Business Associate Agreement

provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, the HIPAA regulations and other applicable state or federal laws relating to the security or confidentiality of PHI. The parties understand and agree that CE must receive satisfactory written assurance from BA that BA will adequately safeguard all Protected Information. Upon the request of either party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to this BAA embodying written assurances consistent with the updated standards and requirements of HIPAA, the HITECH Act, the HIPAA regulations or other applicable state or federal laws. CE may terminate the Agreement upon thirty (30) days written notice in the event (i) BA does not promptly enter into negotiations to amend the Agreement or this BAA when requested by CE pursuant to this section or (ii) BA does not enter into an amendment to the Agreement or this BAA providing assurances regarding the safeguarding of PHI that CE, in its sole discretion, deems sufficient to satisfy the standards and requirements of applicable laws.

5. Reimbursement for Fines or Penalties.

In the event that CE pays a fine to a state or federal regulatory agency, and/or is assessed civil penalties or damages through private rights of action, based on an impermissible access, use or disclosure of PHI by BA or its subcontractors or agents, then BA shall reimburse CE in the amount of such fine or penalties or damages within thirty (30) calendar days from City's written notice to BA of such fines, penalties or damages.

Attachment 1 – SFDPH Privacy Attestation, version 06-07-2017

Attachment 2 – SFDPH Data Security Attestation, version 06-07-2017

Office of Compliance and Privacy Affairs
San Francisco Department of Public Health
101 Grove Street, Room 330, San Francisco, CA 94102
Email: compliance.privacy@sfdph.org
Hotline (Toll-Free): 1-855-729-6040

Contractor Name:		Contractor City Vendor ID	
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PRIVACY ATTESTATION

INSTRUCTIONS: Contractors and Partners who receive or have access to health or medical information or electronic health record systems maintained by SFDPH must complete this form. Retain completed Attestations in your files for a period of 7 years. Be prepared to submit completed attestations, along with evidence related to the following items, if requested to do so by SFDPH.

Exceptions: If you believe that a requirement is Not Applicable to you, see instructions below in Section IV on how to request clarification or obtain an exception.

I. All Contractors.

DOES YOUR ORGANIZATION...							Yes	No*
A	Have formal Privacy Policies that comply with the Health Insurance Portability and Accountability Act (HIPAA)?						<input type="checkbox"/>	<input type="checkbox"/>
B	Have a Privacy Officer or other individual designated as the person in charge of investigating privacy breaches or related incidents?						<input type="checkbox"/>	<input type="checkbox"/>
	If yes:	Name & Title:		Phone #		Email:		
C	Require health information Privacy Training upon hire and annually thereafter for all employees who have access to health information? [Retain documentation of trainings for a period of 7 years.] [SFDPH privacy training materials are available for use; contact OCPA at 1-855-729-6040.]						<input type="checkbox"/>	<input type="checkbox"/>
D	Have proof that employees have signed a form upon hire and annually thereafter, with their name and the date, acknowledging that they have received health information privacy training? [Retain documentation of acknowledgement of trainings for a period of 7 years.]						<input type="checkbox"/>	<input type="checkbox"/>
E	Have (or will have if/when applicable) Business Associate Agreements with subcontractors who create, receive, maintain, transmit, or access SFDPH's health information?						<input type="checkbox"/>	<input type="checkbox"/>
F	Assure that staff who create, or transfer health information (via laptop, USB/thumb-drive, handheld), have prior supervisory authorization to do so AND that health information is only transferred or created on encrypted devices approved by SFDPH Information Security staff?						<input type="checkbox"/>	<input type="checkbox"/>

II. Contractors who serve patients/clients and have access to SFDPH PHI, must also complete this section.

If Applicable: DOES YOUR ORGANIZATION...		Yes	No*
G	Have (or will have if/when applicable) evidence that SFDPH Service Desk (628-206-SERV) was notified to de-provision employees who have access to SFDPH health information record systems within 2 business days for regular terminations and within 24 hours for terminations due to cause?	<input type="checkbox"/>	<input type="checkbox"/>
H	Have evidence in each patient's / client's chart or electronic file that a Privacy Notice that meets HIPAA regulations was provided in the patient's / client's preferred language? (English, Cantonese, Vietnamese, Tagalog, Spanish, Russian forms may be required and are available from SFDPH.)	<input type="checkbox"/>	<input type="checkbox"/>
I	Visibly post the Summary of the Notice of Privacy Practices in all six languages in common patient areas of your treatment facility?	<input type="checkbox"/>	<input type="checkbox"/>
J	Document each disclosure of a patient's/client's health information for purposes <u>other than</u> treatment, payment, or operations?	<input type="checkbox"/>	<input type="checkbox"/>
K	When required by law, have proof that signed authorization for disclosure forms (that meet the requirements of the HIPAA Privacy Rule) are obtained PRIOR to releasing a patient's/client's health information?	<input type="checkbox"/>	<input type="checkbox"/>

III. ATTEST: Under penalty of perjury, I hereby attest that to the best of my knowledge the information herein is true and correct and that I have authority to sign on behalf of and bind Contractor listed above.

ATTESTED by Privacy Officer or designated person	Name: (print)		Signature		Date	
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IV. *EXCEPTIONS: If you have answered "NO" to any question or believe a question is Not Applicable, please contact OCPA at **1-855-729-6040** or compliance.privacy@sfdph.org for a consultation. All "No" or "N/A" answers must be reviewed and approved by OCPA below.

EXCEPTION(S) APPROVED by OCPA	Name (print)		Signature		Date	
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Contractor Name:		Contractor City Vendor ID	
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DATA SECURITY ATTESTATION

INSTRUCTIONS: Contractors and Partners who receive or have access to health or medical information or electronic health record systems maintained by SFDPH must complete this form. Retain completed Attestations in your files for a period of 7 years. Be prepared to submit completed attestations, along with evidence related to the following items, if requested to do so by SFDPH.

Exceptions: If you believe that a requirement is Not Applicable to you, see instructions in Section III below on how to request clarification or obtain an exception.

I. All Contractors.

DOES YOUR ORGANIZATION...						Yes	No*
A	Conduct assessments/audits of your data security safeguards to demonstrate and document compliance with your security policies and the requirements of HIPAA/HITECH at least every two years? [Retain documentation for a period of 7 years]						
B	Use findings from the assessments/audits to identify and mitigate known risks into documented remediation plans?						
	Date of last Data Security Risk Assessment/Audit:						
	Name of firm or person(s) who performed the Assessment/Audit and/or authored the final report:						
C	Have a formal Data Security Awareness Program?						
D	Have formal Data Security Policies and Procedures to detect, contain, and correct security violations that comply with the Health Insurance Portability and Accountability Act (HIPAA) and the Health Information Technology for Economic and Clinical Health Act (HITECH)?						
E	Have a Data Security Officer or other individual designated as the person in charge of ensuring the security of confidential information?						
	If yes:	Name & Title:		Phone #			
F	Require Data Security Training upon hire and annually thereafter for all employees who have access to health information? [Retain documentation of trainings for a period of 7 years.] [SFDPH data security training materials are available for use; contact OCPA at 1-855-729-6040.]						
G	Have proof that employees have signed a form upon hire and annually, or regularly, thereafter, with their name and the date, acknowledging that they have received data security training? [Retain documentation of acknowledgement of trainings for a period of 7 years.]						
H	Have (or will have if/when applicable) Business Associate Agreements with subcontractors who create, receive, maintain, transmit, or access SFDPH's health information?						
I	Have (or will have if/when applicable) a diagram of how SFDPH data flows between your organization and subcontractors or vendors (including named users, access methods, on-premise data hosts, processing systems, etc.)?						

II. ATTEST: Under penalty of perjury, I hereby attest that to the best of my knowledge the information herein is true and correct and that I have authority to sign on behalf of and bind Contractor listed above.

ATTESTED by Data Security Officer or designated person	Name: (print)		Signature		Date	
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III. *EXCEPTIONS: If you have answered "NO" to any question or believe a question is Not Applicable, please contact OCPA at **1-855-729-6040** or compliance.privacy@sfdph.org for a consultation. All "No" or "N/A" answers must be reviewed and approved by OCPA below.

EXCEPTION(S) APPROVED by OCPA	Name (print)		Signature		Date	
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**DEPARTMENT OF PUBLIC HEALTH CONTRACTOR
MONTHLY DELIVERABLES AND COST REIMBURSEMENT INVOICE**

Appendix F-1c
03/01/2021 - 02/28/2022
PAGE A

Contractor: Positive Resource Center
Address: 170 9th Street
San Francisco, CA 94103

Telephone: 415-777-0333
Fax: 415-777-1770

Contract ID #
1000009024

Invoice Number
A-1MAR21

Contract Purchase Order No: _____

Funding Source: RWPA

Department ID-Authority ID: _____

Project ID-Activity ID: _____

Program Name: PRC - AIDS Emergency Fund Program

ACE Control #: _____

Invoice Period: 03/1/21 - 03/31/21

FINAL Invoice ☐ (check if Yes)

DELIVERABLES	TOTAL CONTRACTED		DELIVERED THIS PERIOD		DELIVERED TO DATE		% OF TOTAL		REMAINING DELIVERABLES	
	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC
Emergency Financial Assistance Grants	3,684	644							3,684	644

	UDC	UDC	UDC	UDC	UDC
Unduplicated Clients for Appendix		644			644

EXPENDITURES	BUDGET	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
Total Salaries (See Page B)	\$160,492				\$160,492.00
Fringe Benefits	\$47,808				\$47,808.00
Total Personnel Expenses	\$208,300				\$208,300.00
Operating Expenses:					
Occupancy-(e.g., Rental of Property, Utilities, Building Maintenance Supplies and Repairs)	\$48,753				\$48,753.00
Materials and Supplies-(e.g., Office, Postage, Printing and Repro., Program Supplies)	\$1,152				\$1,152.00
General Operating-(e.g., Insurance, Staff Training, Equipment Rental/Maintenance)	\$2,960				\$2,960.00
Staff Travel - (e.g., Local & Out of Town)	\$403				\$403.00
Consultant/Subcontractor					
Other - (Meals, Audit, Transportation Reimb, Stipends, Facilitators)	\$368,400				\$368,400.00
Total Operating Expenses	\$421,668				\$421,668.00
Capital Expenditures					
TOTAL DIRECT EXPENSES	\$629,968				\$629,968.00
Indirect Expenses	\$56,667				\$56,667.00
TOTAL EXPENSES	\$686,635				\$686,635.00
LESS: Initial Payment Recovery					
Other Adjustments (Enter as negative, if appropriate)					
REIMBURSEMENT					

NOTES:

I certify that the information provided above is, to the best of my knowledge, complete and accurate; the amount requested for reimbursement is in accordance with the budget approved for the contract cited for services provided under the provision of that contract. Full justification and backup records for those claims are maintained in our office at the address indicated.

Signature: _____

Date: _____

Title: _____

Send to: aidsoffice@sfdph.org

By: _____
(DPH Authorized Signatory)

Date: _____

**DEPARTMENT OF PUBLIC HEALTH CONTRACTOR
MONTHLY DELIVERABLES AND COST REIMBURSEMENT INVOICE**

Appendix F-1c.1
07/01/2021 - 06/30/2022
PAGE A

Contractor: Positive Resource Center
Address: 170 9th Street
San Francisco, CA 94103

Telephone: 415-777-0333
Fax: 415-777-1770

Contract ID #
1000009024

Invoice Number
A-1JUL21

Contract Purchase Order No: _____

Funding Source: _____ GF

Department ID-Authority ID: _____

Project ID-Activity ID: _____

Program Name: PRC - AIDS Emergency Fund Program

ACE Control #: _____

Invoice Period: 07/1/21 - 07/31/21

FINAL Invoice ☐ (check if Yes)

DELIVERABLES	TOTAL CONTRACTED		DELIVERED THIS PERIOD		DELIVERED TO DATE		% OF TOTAL		REMAINING DELIVERABLES	
	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC
Emergency Financial Assistance Grants	3,044	496							3,044	496

	UDC	UDC	UDC	UDC	UDC
Unduplicated Clients for Appendix	496				496

EXPENDITURES	BUDGET	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
Total Salaries (See Page B)					
Fringe Benefits					
Total Personnel Expenses					
Operating Expenses:					
Occupancy-(e.g., Rental of Property, Utilities, Building Maintenance Supplies and Repairs)					
Materials and Supplies-(e.g., Office, Postage, Printing and Repro., Program Supplies)					
General Operating-(e.g., Insurance, Staff Training, Equipment Rental/Maintenance)					
Staff Travel - (e.g., Local & Out of Town)					
Consultant/Subcontractor					
Other - (Meals, Audit, Transportation Reimb, Stipends, Facilitators)	\$304,400				\$304,400.00
Total Operating Expenses	\$304,400				\$304,400.00
Capital Expenditures					
TOTAL DIRECT EXPENSES	\$304,400				\$304,400.00
Indirect Expenses	\$45,600				\$45,600.00
TOTAL EXPENSES	\$350,000				\$350,000.00
LESS: Initial Payment Recovery					
Other Adjustments (Enter as negative, if appropriate)					
REIMBURSEMENT					

NOTES:

I certify that the information provided above is, to the best of my knowledge, complete and accurate; the amount requested for reimbursement is in accordance with the budget approved for the contract cited for services provided under the provision of that contract. Full justification and backup records for those claims are maintained in our office at the address indicated.

Signature: _____

Date: _____

Title: _____

Send to: aidsoffice@sfdph.org

By: _____
(DPH Authorized Signatory)

Date: _____

**DEPARTMENT OF PUBLIC HEALTH CONTRACTOR
MONTHLY DELIVERABLES AND COST REIMBURSEMENT INVOICE**

Appendix F-1c.2
03/01/2021 - 02/28/2022
PAGE A

Contractor: Positive Resource Center Address: 170 9th Street San Francisco, CA 94103 Telephone: 415-777-0333 Fax: 415-777-1770	Contract ID # <div style="border: 1px solid black; padding: 2px;">1000009024</div>	Invoice Number <div style="border: 1px solid black; padding: 2px;">A-1MAR21</div>	Contract Purchase Order No: <div style="border: 1px solid black; width: 100px; height: 15px;"></div> Funding Source: <div style="border: 1px solid black; padding: 2px;">RWPA</div> Department ID-Authority ID: <div style="border: 1px solid black; width: 100px; height: 15px;"></div> Project ID-Activity ID: <div style="border: 1px solid black; width: 100px; height: 15px;"></div> Invoice Period: <div style="border: 1px solid black; padding: 2px; color: red;">03/1/21 - 03/31/21</div> FINAL Invoice <div style="border: 1px solid black; width: 30px; height: 15px;"></div> (check if Yes)
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HHS

Program Name: PRC - AIDS Emergency Fund Program

ACE Control #:

DELIVERABLES	TOTAL CONTRACTED		DELIVERED THIS PERIOD		DELIVERED TO DATE		% OF TOTAL		REMAINING DELIVERABLES	
	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC
Emergency Financial Assistance Grants	1,163	189							1,163	189

	UDC	UDC	UDC	UDC	UDC
Unduplicated Clients for Appendix		189			189

EXPENDITURES	BUDGET	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
Total Salaries (See Page B)					
Fringe Benefits					
Total Personnel Expenses					
Operating Expenses:					
Occupancy-(e.g., Rental of Property, Utilities, Building Maintenance Supplies and Repairs)					
Materials and Supplies-(e.g., Office, Postage, Printing and Repro., Program Supplies)					
General Operating-(e.g., Insurance, Staff Training, Equipment Rental/Maintenance)					
Staff Travel - (e.g., Local & Out of Town)					
Consultant/Subcontractor					
Other - (Meals, Audit, Transportation Reimb, Stipends, Facilitators)	\$116,300				\$116,300.00
Total Operating Expenses	\$116,300				\$116,300.00
Capital Expenditures					
TOTAL DIRECT EXPENSES	\$116,300				\$116,300.00
Indirect Expenses	\$10,464				\$10,464.00
TOTAL EXPENSES	\$126,764				\$126,764.00
LESS: Initial Payment Recovery					
Other Adjustments (Enter as negative, if appropriate)					
REIMBURSEMENT					

NOTES:

I certify that the information provided above is, to the best of my knowledge, complete and accurate; the amount requested for reimbursement is in accordance with the budget approved for the contract cited for services provided under the provision of that contract. Full justification and backup records for those claims are maintained in our office at the address indicated.

Signature: _____ Date: _____

Title: _____

Send to: aidsoffice@sfdph.org	By: _____	Date: _____
	(DPH Authorized Signatory)	

**DEPARTMENT OF PUBLIC HEALTH CONTRACTOR
MONTHLY DELIVERABLES AND COST REIMBURSEMENT INVOICE**

Appendix F-1d
03/01/2022 - 02/28/2023
PAGE A

Contractor: Positive Resource Center Address: 170 9th Street San Francisco, CA 94103 Telephone: 415-777-0333 Fax: 415-777-1770	Contract ID # <div style="border: 1px solid black; padding: 2px;">1000009024</div>	Invoice Number <div style="border: 1px solid black; padding: 2px;">A-1MAR22</div> Contract Purchase Order No: <div style="border: 1px solid black; width: 100%; height: 15px;"></div> Funding Source: <div style="border: 1px solid black; padding: 2px;">RWPA</div> Department ID-Authority ID: <div style="border: 1px solid black; width: 100%; height: 15px;"></div> Project ID-Activity ID: <div style="border: 1px solid black; width: 100%; height: 15px;"></div> Invoice Period: <div style="border: 1px solid black; padding: 2px; color: red;">03/1/22 - 03/31/22</div> FINAL Invoice <div style="border: 1px solid black; width: 30px; height: 15px;"></div> (check if Yes)
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HHS

Program Name: PRC - AIDS Emergency Fund Program

ACE Control #:

DELIVERABLES	TOTAL CONTRACTED		DELIVERED THIS PERIOD		DELIVERED TO DATE		% OF TOTAL		REMAINING DELIVERABLES	
	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC
Emergency Financial Assistance Grants	3,676	585							3,676	585

	UDC	UDC	UDC	UDC	UDC
Unduplicated Clients for Appendix		585			585

EXPENDITURES	BUDGET	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
Total Salaries (See Page B)	\$159,902				\$159,902.00
Fringe Benefits	\$48,548				\$48,548.00
Total Personnel Expenses	\$208,450				\$208,450.00
Operating Expenses:					
Occupancy -(e.g., Rental of Property, Utilities, Building Maintenance Supplies and Repairs)	\$49,426				\$49,426.00
Materials and Supplies -(e.g., Office, Postage, Printing and Repro., Program Supplies)	\$1,168				\$1,168.00
General Operating -(e.g., Insurance, Staff Training, Equipment Rental/Maintenance)	\$3,001				\$3,001.00
Staff Travel - (e.g., Local & Out of Town)	\$423				\$423.00
Consultant/Subcontractor					
Other - (Meals, Audit, Transportation Reimb, Stipends, Facilitators)	\$367,600				\$367,600.00
Total Operating Expenses	\$421,618				\$421,618.00
Capital Expenditures					
TOTAL DIRECT EXPENSES	\$630,068				\$630,068.00
Indirect Expenses	\$56,667				\$56,667.00
TOTAL EXPENSES	\$686,735				\$686,735.00
LESS: Initial Payment Recovery					
Other Adjustments (Enter as negative, if appropriate)					
REIMBURSEMENT					

NOTES:

I certify that the information provided above is, to the best of my knowledge, complete and accurate; the amount requested for reimbursement is in accordance with the budget approved for the contract cited for services provided under the provision of that contract. Full justification and backup records for those claims are maintained in our office at the address indicated.

Signature: _____ Date: _____

Title: _____

Send to: aidsoffice@sfdph.org	By: _____	Date: _____
	(DPH Authorized Signatory)	

**DEPARTMENT OF PUBLIC HEALTH CONTRACTOR
MONTHLY DELIVERABLES AND COST REIMBURSEMENT INVOICE**

Appendix F-1d.1
07/01/2022 - 06/30/2023
PAGE A

Contractor: Positive Resource Center Address: 170 9th Street San Francisco, CA 94103 Telephone: 415-777-0333 Fax: 415-777-1770	Contract ID # <div style="border: 1px solid black; padding: 2px;">1000009024</div>	Invoice Number <div style="border: 1px solid black; padding: 2px;">A-1JUL22</div> Contract Purchase Order No: <div style="border: 1px solid black; width: 100%; height: 15px;"></div> Funding Source: <div style="border: 1px solid black; padding: 2px;">GF</div> Department ID-Authority ID: <div style="border: 1px solid black; width: 100%; height: 15px;"></div> Project ID-Activity ID: <div style="border: 1px solid black; width: 100%; height: 15px;"></div> Invoice Period: <div style="border: 1px solid black; padding: 2px; color: red;">07/1/22 - 07/31/22</div> FINAL Invoice <div style="border: 1px solid black; width: 30px; height: 15px;"></div> (check if Yes)
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HHS

Program Name: PRC - AIDS Emergency Fund Program

ACE Control #:

DELIVERABLES	TOTAL CONTRACTED		DELIVERED THIS PERIOD		DELIVERED TO DATE		% OF TOTAL		REMAINING DELIVERABLES	
	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC
Emergency Financial Assistance Grants	3,044	518							3,044	518

	UDC	UDC	UDC	UDC	UDC
Unduplicated Clients for Appendix		518			518

EXPENDITURES	BUDGET	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
Total Salaries (See Page B)					
Fringe Benefits					
Total Personnel Expenses					
Operating Expenses:					
Occupancy-(e.g., Rental of Property, Utilities, Building Maintenance Supplies and Repairs)					
Materials and Supplies-(e.g., Office, Postage, Printing and Repro., Program Supplies)					
General Operating-(e.g., Insurance, Staff Training, Equipment Rental/Maintenance)					
Staff Travel - (e.g., Local & Out of Town)					
Consultant/Subcontractor					
Other - (Meals, Audit, Transportation Reimb, Stipends, Facilitators)	\$304,400				\$304,400.00
Total Operating Expenses	\$304,400				\$304,400.00
Capital Expenditures					
TOTAL DIRECT EXPENSES	\$304,400				\$304,400.00
Indirect Expenses	\$45,600				\$45,600.00
TOTAL EXPENSES	\$350,000				\$350,000.00
LESS: Initial Payment Recovery					
Other Adjustments (Enter as negative, if appropriate)					
REIMBURSEMENT					

I certify that the information provided above is, to the best of my knowledge, complete and accurate; the amount requested for reimbursement is in accordance with the budget approved for the contract cited for services provided under the provision of that contract. Full justification and backup records for those claims are maintained in our office at the address indicated.

Signature: _____ Date: _____

Title: _____

Send to: aidsoffice@sfdph.org	By: _____ (DPH Authorized Signatory)	Date: _____
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**DEPARTMENT OF PUBLIC HEALTH CONTRACTOR
MONTHLY DELIVERABLES AND COST REIMBURSEMENT INVOICE**

Appendix F-1e
03/01/2023 - 02/29/2024
PAGE A

Contractor: Positive Resource Center Address: 170 9th Street San Francisco, CA 94103 Telephone: 415-777-0333 Fax: 415-777-1770	Contract ID # <div style="border: 1px solid black; padding: 2px;">1000009024</div>	Invoice Number <div style="border: 1px solid black; padding: 2px;">A-1MAR23</div> Contract Purchase Order No: <div style="border: 1px solid black; width: 100%; height: 15px;"></div> Funding Source: <div style="border: 1px solid black; padding: 2px;">RWPA</div> Department ID-Authority ID: <div style="border: 1px solid black; width: 100%; height: 15px;"></div> Project ID-Activity ID: <div style="border: 1px solid black; width: 100%; height: 15px;"></div> Invoice Period: <div style="border: 1px solid black; padding: 2px; color: red;">03/1/23 - 03/31/23</div> FINAL Invoice <div style="border: 1px solid black; width: 30px; height: 15px;"></div> (check if Yes)
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HHS

Program Name: PRC - AIDS Emergency Fund Program

ACE Control #:

DELIVERABLES	TOTAL CONTRACTED		DELIVERED THIS PERIOD		DELIVERED TO DATE		% OF TOTAL		REMAINING DELIVERABLES	
	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC
Emergency Financial Assistance Grants	3,569	565							3,569	565

	UDC	UDC	UDC	UDC	UDC
Unduplicated Clients for Appendix		565			565

EXPENDITURES	BUDGET	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
Total Salaries (See Page B)	\$164,699				\$164,699.00
Fringe Benefits	\$51,623				\$51,623.00
Total Personnel Expenses	\$216,322				\$216,322.00
Operating Expenses:					
Occupancy -(e.g., Rental of Property, Utilities, Building Maintenance Supplies and Repairs)	\$51,897				\$51,897.00
Materials and Supplies -(e.g., Office, Postage, Printing and Repro., Program Supplies)	\$1,227				\$1,227.00
General Operating -(e.g., Insurance, Staff Training, Equipment Rental/Maintenance)	\$3,151				\$3,151.00
Staff Travel - (e.g., Local & Out of Town)	\$444				\$444.00
Consultant/Subcontractor					
Other - (Meals, Audit, Transportation Reimb, Stipends, Facilitators)	\$356,900				\$356,900.00
Total Operating Expenses	\$413,619				\$413,619.00
Capital Expenditures					
TOTAL DIRECT EXPENSES	\$629,941				\$629,941.00
Indirect Expenses	\$56,694				\$56,694.00
TOTAL EXPENSES	\$686,635				\$686,635.00
LESS: Initial Payment Recovery					
Other Adjustments (Enter as negative, if appropriate)					
REIMBURSEMENT					

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: _____

Title: _____

NOTES:

I certify that the information provided above is, to the best of my knowledge, complete and accurate; the amount requested for reimbursement is in accordance with the budget approved for the contract cited for services provided under the provision of that contract. Full justification and backup records for those claims are maintained in our office at the address indicated.

Signature: _____ Date: _____

Title: _____

Send to: aidsoffice@sfdph.org	By: _____	Date: _____
	(DPH Authorized Signatory)	

**DEPARTMENT OF PUBLIC HEALTH CONTRACTOR
MONTHLY DELIVERABLES AND COST REIMBURSEMENT INVOICE**

Appendix F-1e.1
07/01/2023 - 06/30/2024
PAGE A

Contractor: Positive Resource Center Address: 170 9th Street San Francisco, CA 94103 Telephone: 415-777-0333 Fax: 415-777-1770	Contract ID # <div style="border: 1px solid black; padding: 2px;">1000009024</div>	Invoice Number <div style="border: 1px solid black; padding: 2px;">A-1JUL23</div>	Contract Purchase Order No: <div style="border: 1px solid black; width: 100%; height: 15px;"></div> Funding Source: <div style="border: 1px solid black; padding: 2px;">GF</div> Department ID-Authority ID: <div style="border: 1px solid black; width: 100%; height: 15px;"></div> Project ID-Activity ID: <div style="border: 1px solid black; width: 100%; height: 15px;"></div> Invoice Period: <div style="border: 1px solid black; padding: 2px; color: red;">07/1/23 - 07/31/23</div> FINAL Invoice <div style="border: 1px solid black; width: 30px; height: 15px;"></div> (check if Yes)
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Program Name: PRC - AIDS Emergency Fund Program

ACE Control #:

HHS

DELIVERABLES	TOTAL CONTRACTED		DELIVERED THIS PERIOD		DELIVERED TO DATE		% OF TOTAL		REMAINING DELIVERABLES	
	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC
Emergency Financial Assistance Grants	3,044	518							3,044	518

	UDC	UDC	UDC	UDC	UDC
Unduplicated Clients for Appendix		518			518

EXPENDITURES	BUDGET	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
Total Salaries (See Page B)					
Fringe Benefits					
Total Personnel Expenses					
Operating Expenses:					
Occupancy-(e.g., Rental of Property, Utilities, Building Maintenance Supplies and Repairs)					
Materials and Supplies-(e.g., Office, Postage, Printing and Repro., Program Supplies)					
General Operating-(e.g., Insurance, Staff Training, Equipment Rental/Maintenance)					
Staff Travel - (e.g., Local & Out of Town)					
Consultant/Subcontractor					
Other - (Meals, Audit, Transportation Reimb, Stipends, Facilitators)	\$304,400				\$304,400.00
Total Operating Expenses	\$304,400				\$304,400.00
Capital Expenditures					
TOTAL DIRECT EXPENSES	\$304,400				\$304,400.00
Indirect Expenses	\$45,600				\$45,600.00
TOTAL EXPENSES	\$350,000				\$350,000.00
LESS: Initial Payment Recovery			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: _____
	(DPH Authorized Signatory)	

DEPARTMENT OF PUBLIC HEALTH CONTRACTOR
MONTHLY DELIVERABLES AND COST REIMBURSEMENT INVOICE

Appendix F-1f
03/01/2024 - 02/28/2025
PAGE A

Contractor: Positive Resource Center
Address: 170 9th Street
San Francisco, CA 94103

Telephone: 415-777-0333
Fax: 415-777-1770

Contract ID #
1000009024

HHS

Invoice Number
A-1MAR24

Contract Purchase Order No:

Funding Source: RWPA

Department ID-Authority ID:

Project ID-Activity ID:

Program Name: PRC - AIDS Emergency Fund Program

ACE Control #:

Invoice Period: 03/1/24 - 03/31/24

FINAL Invoice (check if Yes)

DELIVERABLES	TOTAL CONTRACTED		DELIVERED THIS PERIOD		DELIVERED TO DATE		% OF TOTAL		REMAINING DELIVERABLES	
	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC
Emergency Financial Assistance Grants	3,459	545							3,459	545

	UDC	UDC	UDC	UDC	UDC
Unduplicated Clients for Appendix		545			545

EXPENDITURES	BUDGET	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
Total Salaries (See Page B)	\$169,641				\$169,641.00
Fringe Benefits	\$54,924				\$54,924.00
Total Personnel Expenses	\$224,565				\$224,565.00
Operating Expenses:					
Occupancy-(e.g., Rental of Property, Utilities, Building Maintenance Supplies and Repairs)	\$54,491				\$54,491.00
Materials and Supplies-(e.g., Office, Postage, Printing and Repro., Program Supplies)	\$1,288				\$1,288.00
General Operating-(e.g., Insurance, Staff Training, Equipment Rental/Maintenance)	\$3,309				\$3,309.00
Staff Travel - (e.g., Local & Out of Town)	\$465				\$465.00
Consultant/Subcontractor					
Other - (Meals, Audit, Transportation Reimb, Stipends, Facilitators)	\$345,900				\$345,900.00
Total Operating Expenses	\$405,453				\$405,453.00
Capital Expenditures					
TOTAL DIRECT EXPENSES	\$630,018				\$630,018.00
Indirect Expenses	\$56,617				\$56,617.00
TOTAL EXPENSES	\$686,635				\$686,635.00
LESS: Initial Payment Recovery			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: _____
(DPH Authorized Signatory)

Date: _____

DEPARTMENT OF PUBLIC HEALTH CONTRACTOR
MONTHLY DELIVERABLES AND COST REIMBURSEMENT INVOICE

Appendix F-1f.1
07/01/2024 - 06/30/2025
PAGE A

Contractor: Positive Resource Center
Address: 170 9th Street
San Francisco, CA 94103

Telephone: 415-777-0333
Fax: 415-777-1770

Contract ID #
1000009024

Invoice Number
A-1JUL24

Contract Purchase Order No:

Funding Source: GF

Department ID-Authority ID:

Project ID-Activity ID:

ACE Control #:

Invoice Period: 07/1/24 - 07/31/24

FINAL Invoice (check if Yes)

HHS

DELIVERABLES	TOTAL CONTRACTED		DELIVERED THIS PERIOD		DELIVERED TO DATE		% OF TOTAL		REMAINING DELIVERABLES	
	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC
Emergency Financial Assistance Grants	3,044	518							3,044	518

	UDC	UDC	UDC	UDC	UDC
Unduplicated Clients for Appendix		518			518

EXPENDITURES	BUDGET	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
Total Salaries (See Page B)					
Fringe Benefits					
Total Personnel Expenses					
Operating Expenses:					
Occupancy-(e.g., Rental of Property, Utilities, Building Maintenance Supplies and Repairs)					
Materials and Supplies-(e.g., Office, Postage, Printing and Repro., Program Supplies)					
General Operating-(e.g., Insurance, Staff Training, Equipment Rental/Maintenance)					
Staff Travel - (e.g., Local & Out of Town)					
Consultant/Subcontractor					
Other - (Meals, Audit, Transportation Reimb, Stipends, Facilitators)	\$304,400				\$304,400.00
Total Operating Expenses	\$304,400				\$304,400.00
Capital Expenditures					
TOTAL DIRECT EXPENSES	\$304,400				\$304,400.00
Indirect Expenses	\$45,600				\$45,600.00
TOTAL EXPENSES	\$350,000				\$350,000.00
LESS: Initial Payment Recovery			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: _____
(DPH Authorized Signatory)

**DEPARTMENT OF PUBLIC HEALTH CONTRACTOR
MONTHLY DELIVERABLES AND COST REIMBURSEMENT INVOICE**

Appendix F-2a
07/01/2021 - 06/30/2022
PAGE A

Contractor: Positive Resource Center Address: 170 9th Street San Francisco, CA 94103 Telephone: 415-777-0333 Fax: 415-777-1770	Contract ID # <div style="border: 1px solid black; padding: 2px;">1000009024</div>	Invoice Number <div style="border: 1px solid black; padding: 2px;">A-2JUL21</div> Contract Purchase Order No: <div style="border: 1px solid black; width: 100%; height: 15px;"></div> Funding Source: <div style="border: 1px solid black; padding: 2px;">GF</div> Department ID-Authority ID: <div style="border: 1px solid black; width: 100%; height: 15px;"></div> Project ID-Activity ID: <div style="border: 1px solid black; width: 100%; height: 15px;"></div> ACE Control #: <div style="border: 1px solid black; width: 100%; height: 15px;"></div> Invoice Period: <div style="border: 1px solid black; padding: 2px;">07/1/21 - 07/31/21</div> FINAL Invoice <div style="border: 1px solid black; width: 30px; height: 15px;"></div> (check if Yes)
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DELIVERABLES	TOTAL CONTRACTED		DELIVERED THIS PERIOD		DELIVERED TO DATE		% OF TOTAL		REMAINING DELIVERABLES	
	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC
Emergency Financial Assistance Grants	2,124	368							2,124	368

	UDC	UDC	UDC	UDC	UDC
Unduplicated Clients for Appendix		368			368

EXPENDITURES	BUDGET	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
Total Salaries (See Page B)					
Fringe Benefits					
Total Personnel Expenses					
Operating Expenses:					
Occupancy-(e.g., Rental of Property, Utilities, Building Maintenance Supplies and Repairs)					
Materials and Supplies-(e.g., Office, Postage, Printing and Repro., Program Supplies)					
General Operating-(e.g., Insurance, Staff Training, Equipment Rental/Maintenance)					
Staff Travel - (e.g., Local & Out of Town)					
Consultant/Subcontractor					
Other - (Meals, Audit, Transportation Reimb, Stipends, Facilitators)	\$212,400				\$212,400.00
Total Operating Expenses	\$212,400				\$212,400.00
Capital Expenditures					
TOTAL DIRECT EXPENSES	\$212,400				\$212,400.00
Indirect Expenses	\$31,833				\$31,833.00
TOTAL EXPENSES	\$244,233				\$244,233.00
LESS: Initial Payment Recovery					
Other Adjustments (Enter as negative, if appropriate)					
REIMBURSEMENT					

I certify that the information provided above is, to the best of my knowledge, complete and accurate; the amount requested for reimbursement is in accordance with the budget approved for the contract cited for services provided under the provision of that contract. Full justification and backup records for those claims are maintained in our office at the address indicated.

Signature: _____ Date: _____

Title: _____

Send to: aidsoffice@sfdph.org	By: _____ (DPH Authorized Signatory)	Date: _____
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APPENDIX K

Data Access and Sharing Terms

Article 1 Access

1.1 Revision to Scope of Access (RSA):

Any added access may be granted by the City to Agency and each Agency Data User through a Revision to Scope of Access in writing and executed by both parties. Any Revision to Scope of Access shall be considered a part of and incorporated into this Agreement, governed by all its terms, by reference.

1.2 Primary and Alternate Agency Site Administrator.

Before System(s) access is granted, Agency must appoint a primary and alternate Agency Site Administrator responsible for System(s) access tasks, including but not limited to the following:

1.2.1 Completing and obtaining City approval of the Account Provisioning Request documents and/or Data Set Request documents;

1.2.2 Communicating with the SFDPH IT Service Desk;

1.2.3 Providing Agency Data User(s) details to the City;

1.2.4 Ensuring that Agency Data User(s) complete required SFDPH trainings annually;

1.2.5 Ensuring that Agency Data User(s) understand and execute SFDPH's data access confidentiality agreement; and

1.2.6 Provisioning and deprovisioning Agency Data Users as detailed herein. To start the process, the Agency Site Administrator must contact the SFDPH IT Service Desk at 628-206-7378, dph.helpdesk@sfdph.org.

1.3 SFDPH IT Service Desk.

For new provisioning requests, only Agency Site Administrators are authorized to contact the SFDPH IT Service Desk. The City reserves the right to decline any call placed by other than the Agency Site Administrator. Individual Agency Data Users are not authorized to contact the SFDPH IT Service Desk.

1.4 Deprovisioning Schedule.

Agency, through the Agency Site Administrator, has sole responsibility to deprovision Agency Data Users from the System(s) as appropriate on an ongoing basis. Agency must immediately deprovision an Agency Data User upon any event ending that Data User's need to access the System(s), including job duty change and/or termination. Agency remains liable for the conduct of Agency Data Users until deprovisioned. When deprovisioning employees via the SFDPH IT Service Desk, Agency must maintain evidence that the SFDPH IT Service Desk was notified.

1.5 Active Directory.

Agency Data Users will need an SFDPH Active Directory account in order to access each System(s). These Active Directory Accounts will be created as part of the provisioning process.

1.6 Role Based Access.

Each Agency Data User's access to the System(s) will be role-based and access is limited to that necessary for treatment, payment, and health care operations. The City will assign Agency Data User roles upon provisioning and reserves the right to deny, revoke, limit, or modify Agency Data User's access acting in its sole discretion.

1.7 Training Requirements.

Before System(s) access is granted, and annually thereafter, each Agency Data User must complete SFDPH compliance, privacy, and security training. Agency must maintain written records evidencing such annual training for each Agency Data User and provide copies upon request to the City. For questions about how to complete SFDPH's compliance, privacy, and security training, contact Compliance.Privacy@sfdph.org, (855) 729-6040.

Before Agency Data User first access to System(s), system-specific training must be completed. For training information, Agency Site Administrator may contact the SFDPH IT Service Desk,

1.8 Agency Data User Confidentiality Agreement.

Before System(s) access is granted, as part of SFDPH's compliance, privacy, and security training, each Agency Data User must complete SFDPH's individual user confidentiality, data security and electronic signature agreement form. The agreement must be renewed annually.

1.9 Corrective Action.

Agency shall take corrective action, including but not limited to termination and/or suspension of any System(s) access by any Agency Data User who acts in violation of this Agreement and/or applicable regulatory requirements.

1.10 User ID and Password.

Each Agency Data User will be assigned or create a User ID and password. Agency and each Agency Data User shall protect the confidentiality of User IDs and passwords and shall not divulge them to any other person(s). Agency is responsible for the security of the User IDs and passwords issued to or created by Agency Data Users and is liable for any misuse.

1.11 Notification of Compromised Password.

In the event that a password assigned to or created by an Agency Data User is compromised or disclosed to a person other than the Agency Data User, Agency shall upon learning of the compromised password immediately notify the City, at Compliance.Privacy@sfdph.org, (855) 729-6040. Agency is liable for any such misuse. Agency's failure to monitor each Agency Data User's ID and/or password use shall provide grounds for the City to terminate and/or limit Agency's System(s) access.

1.12 Multi Factor Authentication.

Agency and each Agency Data User must use multi-factor authentication as directed by the City to access the System(s).

1.13 Qualified Personnel.

Agency shall allow only qualified personnel under Agency's direct supervision to act as Agency Data Users with access to the System(s).

1.14 Workstation/Laptop encryption.

All workstations and laptops that process and/or store City Data must be encrypted using a current industry standard algorithm. The encryption solution must be full disk unless approved by the SFDPH Information Security Office.

1.15 Server Security.

Servers containing unencrypted City Data must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review.

1.16 Removable media devices.

All electronic files that contain City Data must be encrypted using a current industry standard algorithm when stored on any removable media or portable device (i.e., USB thumb drives, CD/DVD, smart devices tapes etc.).

1.17 Antivirus software.

All workstations, laptops and other systems that process and/or store City Data must install and actively use a comprehensive anti-virus software solution with automatic updates scheduled at least daily.

1.18 Patch Management.

All workstations, laptops and other systems that process and/or store City Data must have operating system and application security patches applied, with system reboot if necessary. There must be a documented patch management process that determines installation timeframe based on risk assessment and vendor recommendations.

1.19 System Timeout.

The system must provide an automatic timeout, requiring reauthentication of the user session after no more than 20 minutes of inactivity.

1.20 Warning Banners.

All systems containing City Data must display a warning banner each time a user attempts access, stating that data is confidential, systems are logged, and system use is for business purposes only. User must be directed to log off the system if they do not agree with these requirements.

1.21 Transmission encryption.

All data transmissions of City Data outside the Agency's secure internal network must be encrypted using a current industry standard algorithm. Encryption can be end to end at the network level, or the data files containing City Data can be encrypted. This requirement pertains to any type of City Data in motion such as website access, file transfer, and e-mail.

1.22 No Faxing/Mailing.

City Data may not be faxed or mailed.

1.23 Intrusion Detection.

All systems involved in accessing, holding, transporting, and protecting City Data that are accessible via the Internet must be protected by a comprehensive intrusion detection and prevention solution.
of the City.

1.24 Security of PHI.

Agency is solely responsible for maintaining data security policies and procedures, consistent with those of the City that will adequately safeguard the City Data and the System. Upon request, Agency will provide such security policies and procedures to the City. The City may examine annually, or in response to a security or privacy incident, Agency's facilities, computers, privacy and security policies and procedures and related records as may be necessary to be assured that Agency is in compliance with the terms of this Agreement, and as applicable HIPAA, the HITECH Act, and other federal and state privacy and security laws and regulations. Such examination will occur at a mutually acceptable time agreed upon by the parties but no later than ten (10) business days of Agency's receipt of the request.

1.25 Data Security and City Data

Agency shall provide security for its networks and all internet connections consistent with industry best practices, and will promptly install all patches, fixes, upgrades, updates and new versions of any security software it employs. For information disclosed in electronic form, Agency agrees that appropriate safeguards include electronic barriers (e.g., "firewalls", Transport Layer Security (TLS), Secure Socket Layer [SSL] encryption, or most current industry standard encryption, intrusion prevention/detection or similar barriers).

1.26 Data Privacy and Information Security Program.

Without limiting Agency's obligation of confidentiality as further described herein, Agency shall be responsible for establishing and maintaining a data privacy and information security program, including physical, technical, administrative, and organizational safeguards, that is designed to: (i) ensure the security and confidentiality of the City Data; (ii) protect against any anticipated threats or hazards to the security or integrity of the City Data; (iii) protect against unauthorized disclosure, access to, or use of the City Data; (iv) ensure the proper disposal of City Data; and, (v) ensure that all of Agency's employees, agents, and subcontractors, if any, comply with all of the foregoing. In no case shall the safeguards of Agency's data privacy and information security program be less stringent than the safeguards and standards recommended by the National Institute of Standards and Technology (NIST) Cybersecurity Framework and the Health Information Technology for Economic and Clinical Health Act (HITECH).

1.27 Disaster Recovery.

Agency must establish a documented plan to protect the security of electronic City Data in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this agreement for more than 24 hours.

1.28 Supervision of Data.

City Data in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means that information is not being observed by an Agency Data User authorized to access the information. City Data in paper form shall not be left unattended at any time in vehicles or planes and shall not be checked in baggage on commercial airplanes.

1.29 As Is Access.

The City provides Agency and each Agency Data User with System(s) access on an "as is" basis with no guarantee as to uptime, accessibility, or usefulness. To the fullest extent permissible by applicable law,

the City disclaims all warranties, express or implied, including, without limitation, implied warranties of merchantability, fitness for a particular purpose, title and non-infringement.

1.30 No Technical or Administrative Support.

Except as provided herein, the City will provide no technical or administrative support to Agency or Agency Data Users for System(s) access.

1.31 City Audit of Agency and Agency Data Users.

The City acting in its sole discretion may audit Agency and Agency Data Users at any time. If an audit reveals an irregularity or security issue, the City may take corrective action including but not limited to termination of such Agency's and/or Agency Data User's access to the System(s) permanently or until the City determines that all irregularities have been satisfactorily cured. Agency and each Agency Data User understands that the City may create and review an audit trail for each Agency Data User, including but not limited to, noting each Agency Data User's ID(s), the patient information accessed, and/or the date accessed. Agency and each Agency Data User understands that any inappropriate access or use of patient information, as determined by the City, may result in the temporary and/or permanent termination of Agency's or such Agency Data User's access to the System(s). Agency remains liable for all inappropriate System(s) access, misuse and/or breach of patient information, whether in electronic or hard-copy form.

1.32 Minimum Necessary.

Agency and each Agency Data User shall safeguard the confidentiality of all City Data that is viewed or obtained through the System(s) at all times. Agency and each Agency Data User shall access patient information in the System(s) only to the minimum extent necessary for its assigned duties and shall only disclose such information to persons authorized to receive it, as minimally necessary for treatment, payment and health care operations.

1.33 No Re-Disclosure or Reporting.

Agency may not in any way re-disclose SFDPH Data or otherwise prepare reports, summaries, or any other material (in electronic or hard-copy format) regarding or containing City Data for transmission to any other requesting individuals, agencies, or organizations without prior written City approval and where such re-disclosure is otherwise permitted or required by law.

1.34 Health Information Exchange.

If Agency is qualified to enroll in a health information exchange, the City encourages Agency to do so in order to facilitate the secure exchange of data between Agency's electronic health record system (EHR) and the City's Epic EHR.

1.35 Subcontracting.

Agency may not subcontract any portion of Data Access Agreement, except upon prior written approval of City. If the City approves a subcontract, Agency remains fully responsible for its subcontractor(s) throughout the term and/or after expiration of this Agreement. All Subcontracts must incorporate the terms of this Data Access Agreement. To the extent that any subcontractor would have access to a System, each such subcontractor's access must be limited and subject to the same governing terms to the same extent as Agency's access. In addition, each contract between Agency and that subcontractor must, except as the City otherwise agrees, include a Business Associate Agreement requiring such subcontractor

to comply with all regulatory requirements regarding third-party access, and include a provision obligating that subcontractor to (1) defend, indemnify, and hold the City harmless in the event of a data breach in the same manner in which Agency would be so obligated, (2) provide cyber insurance with limits identified in Article 5, and (3) ensure that such data has been destroyed, returned, and/or protected as provided by HIPAA at the expiration of the subcontract term.

Article 2 Indemnity

2.1 Medical Malpractice Indemnification.

Agency recognizes that the System(s) is a sophisticated tool for use only by trained personnel, and it is not a substitute for competent human intervention and discretionary thinking. Therefore, if providing patient treatment, Agency agrees that it will:

- (a) Read information displayed or transmitted by the System accurately and completely;
- (b) Ensure that Agency Data Users are trained on the use of the System;
- (c) Be responsible for decisions made based on the use of the System;
- (d) Verify the accuracy of all information accessed through the System using applicable standards of good medical practice to no less a degree than if Agency were using paper records;
- (e) Report to the City as soon as reasonably practicable all data errors and suspected problems related to the System that Agency knows or should know could adversely affect patient care;
- (f) Follow industry standard business continuity policies and procedures that will permit Agency to provide patient care in the event of a disaster or the System unavailability;
- (g) Use the System only in accordance with applicable standards of good medical practice.

Agency agrees to indemnify, hold harmless and defend City from any claim by or on behalf of any patient, or by or on behalf of any other third party or person claiming damage by virtue of a familial or financial relationship with such a patient, regardless of the cause, if such claim in any way arises out of or relates to patient care or outcomes based on Agency's or an Agency Data User's System access.

Article 3 Proprietary Rights and Data Breach

3.1 Ownership of City Data.

The Parties agree that as between them, all rights, including all intellectual property rights in and to the City Data and any derivative works of the City Data shall remain the exclusive property of the City.

3.2 Data Breach; Loss of City Data.

The Agency shall notify City immediately by telephone call plus email upon the discovery of a breach (as herein). For purposes of this Section, breaches and security incidents shall be treated as discovered by Agency as of the first day on which such breach or security incident is known to the Agency, or, by exercising reasonable diligence would have been known to the Agency. Agency shall be deemed to have knowledge of a breach if such breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the breach, who is an employee or agent of the Agency.

Agency shall take:

- i. prompt corrective action to mitigate any risks or damages involved with the breach or security incident and to protect the operating environment; and

- ii. any action pertaining to a breach required by applicable federal and state laws.

3.2.1 Investigation of Breach and Security Incidents: The Agency shall immediately investigate such breach or security incident. As soon as the information is known and shall inform the City of:

- i. what data elements were involved, and the extent of the data disclosure or access involved in the breach, including, specifically, the number of individuals whose personal information was breached; and
- ii. a description of the unauthorized persons known or reasonably believed to have improperly used the City Data and/or a description of the unauthorized persons known or reasonably believed to have improperly accessed or acquired the City Data, or to whom it is known or reasonably believed to have had the City Data improperly disclosed to them; and
- iii. a description of where the City Data is believed to have been improperly used or disclosed; and
- iv. a description of the probable and proximate causes of the breach or security incident; and
- v. whether any federal or state laws requiring individual notifications of breaches have been triggered.

3.2.2 Written Report: Agency shall provide a written report of the investigation to the City as soon as practicable after the discovery of the breach or security incident. The report shall include, but not be limited to, the information specified above, as well as a complete, detailed corrective action plan, including information on measures that were taken to halt and/or contain the breach or security incident, and measures to be taken to prevent the recurrence or further disclosure of data regarding such breach or security incident.

3.2.3 Notification to Individuals: If notification to individuals whose information was breached is required under state or federal law, and regardless of whether Agency is considered only a custodian and/or non-owner of the City Data, Agency shall, at its sole expense, and at the sole election of City, either:

- i. make notification to the individuals affected by the breach (including substitute notification), pursuant to the content and timeliness provisions of such applicable state or federal breach notice laws. Agency shall inform the City of the time, manner and content of any such notifications, prior to the transmission of such notifications to the individuals; or
- ii. cooperate with and assist City in its notification (including substitute notification) to the individuals affected by the breach.

3.2.4 Sample Notification to Individuals: If notification to individuals is required, and regardless of whether Agency is considered only a custodian and/or non-owner of the City Data, Agency shall, at its sole expense, and at the sole election of City, either:

- i. electronically submit a single sample copy of the security breach notification as required to the state or federal entity and inform the City of the time, manner and content of any such submissions, prior to the transmission of such submissions to the Attorney General; or
- ii. cooperate with and assist City in its submission of a sample copy of the notification to the Attorney General.

3.3 Media Communications

City shall conduct all media communications related to such Data Breach, unless in its sole discretion, City directs Agency to do so.

Attachment 1 to Appendix K System Specific Requirements

I. For Access to SFDPH Epic through Care Link the following terms shall apply:

A. SFDPH Care Link Requirements:

1. Connectivity.

- a) Agency must obtain and maintain connectivity and network configuration and required hardware and equipment in accordance with specifications provided by Epic and must update the configuration of all first and third-party software as required. Technical equipment and software specifications for accessing SFDPH Care Link will change over time. Current required browser, system and connection requirements can be found on the Target Platform Roadmap and Target Platform Notes sections of the Epic Galaxy website galaxy.epic.com. Agency is responsible for all associated costs. Agency shall ensure that Agency Data Users access the System only through equipment owned or leased and maintained by Agency.

2. Compliance with Epic Terms and Conditions.

- a) Agency will at all times access and use the System strictly in accordance with the Epic Terms and Conditions. The following Epic Care Link Terms and Conditions are embedded within the SFDPH Care Link application, and each Data User will need to agree to them electronically upon first sign-in before accessing SFDPH Care Link:

3. Epic-Provided Terms and Conditions

- a) Some short, basic rules apply to you when you use your EpicCare Link account. Please read them carefully. The Epic customer providing you access to EpicCare Link may require you to accept additional terms, but these are the rules that apply between you and Epic.
- b) Epic is providing you access to EpicCare Link, so that you can do useful things with data from an Epic customer's system. This includes using the information accessed through your account to help facilitate care to patients shared with an Epic customer, tracking your referral data, or otherwise using your account to further your business interests in connection with data from an Epic customer's system. However, you are not permitted to use your access to EpicCare Link to help you or another organization develop software that is similar to EpicCare Link. Additionally, you agree not to share your account information with anyone outside of your organization.

II. For Access to SFDPH Epic through Epic Hyperspace and Epic Hyperdrive the following terms shall apply:

A. SFDPH Epic Hyperspace and Epic Hyperdrive:

1. Connectivity.

- a) Agency must obtain and maintain connectivity and network configuration and required hardware and equipment in accordance with specifications provided by Epic and SFDPH and must update the configuration of all first and third-party software as required. Technical equipment and software specifications for accessing SFDPH Epic Hyperspace will change over time. Epic Hyperdrive is a web-based platform that will replace Epic Hyperspace in the future. You may request a copy of current required browser, system and connection requirements from the SFDPH IT team. Agency is responsible for all

associated costs. Agency shall ensure that Agency Data Users access the System only through equipment owned or leased and maintained by Agency.

2. Application For Access and Compliance with Epic Terms and Conditions.

- a) Prior to entering into agreement with SFDPH to access SFDPH Epic Hyperspace or Epic Hyperdrive, Agency must first complete an Application For Access with Epic Systems Corporation of Verona, WI. The Application For Access is found at: <https://userweb.epic.com/Forms/AccessApplication>. Epic Systems Corporation must notify SFDPH, in writing, of Agency's permissions to access SFDPH Epic Hyperspace or Epic Hyperdrive prior to completing this agreement. Agency will at all times access and use the system strictly in accordance with the Epic Terms and Conditions.

III. For Access to SFDPH myAvatar through WebConnect and VDI the following terms shall apply:

A. SFDPH myAvatar via WebConnect and VDI:

1. Connectivity.

- a. Agency must obtain and maintain connectivity and network configuration and required hardware and equipment in accordance with specifications provided by SFDPH and must update the configuration of all first and third-party software as required. Technical equipment and software specifications for accessing SFDPH myAvatar will change over time. You may request a copy of current required browser, system and connection requirements from the SFDPH IT team. Agency is responsible for all associated costs. Agency shall ensure that Agency Data Users access the System only through equipment owned or leased and maintained by Agency.

2. Information Technology (IT) Support.

- a. Agency must have qualified and professional IT support who will participate in quarterly CBO Technical Workgroups.

3. Access Control.

- a. Access to the BHS Electronic Health Record is granted based on clinical and business requirements in accordance with the Behavioral Health Services EHR Access Control Policy (6.00-06). The Access Control Policy is found at: <https://www.sfdph.org/dph/files/CBHSPolProcMnl/6.00-06.pdf>
- b. Each user is unique and agrees not to share accounts or passwords.
- c. Applicants must complete the myAvatar Account Request Form found at https://www.sfdph.org/dph/files/CBHSdocs/BHISdocs/UserDoc/Avatar_Account_Request_Form.pdf
- d. Applicants must complete the credentialling process in accordance with the DHCS MHSUDS Information Notice #18-019.
- e. Applicants must complete myAvatar Training.
- f. Level of access is based on "Need to Know", job duties and responsibilities.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/31/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER RCU Services Group, DBA RCU Insurance Services 3033 Cleveland Avenue Santa Rosa CA 95403	CONTACT NAME: PHONE (A/C, No, Ext): 707-576-5120 FAX (A/C, No): 707-522-6851 E-MAIL ADDRESS: RCUIS@redwoodcu.org														
License#: 0D91054 PRC0000-01	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A: Nonprofit Insurance Alliance Of California</td> <td></td> </tr> <tr> <td>INSURER B: Republic Ind Co. of America</td> <td></td> </tr> <tr> <td>INSURER C: Philadelphia Insurance Co</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Nonprofit Insurance Alliance Of California		INSURER B: Republic Ind Co. of America		INSURER C: Philadelphia Insurance Co		INSURER D:		INSURER E:		INSURER F:	
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INSURER E:															
INSURER F:															

COVERAGES**CERTIFICATE NUMBER:** 860870730**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	2021-16972	2/3/2021	2/3/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			2021-16972	2/3/2021	2/3/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			2021-16972-UMB	2/3/2021	2/3/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N	N / A	25105107	8/1/2021	8/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Cyber Liability			PHSD1622214	4/1/2021	4/1/2022	Cyber Liability 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Proof of Insurance only

CERTIFICATE HOLDER**CANCELLATION**

Proof of Insurance

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

POLICY NUMBER: 2021-16972
 Named Insured: PRC

COMMERCIAL GENERAL LIABILITY
 CG 20 12 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – STATE OR GOVERNMENTAL AGENCY OR SUBDIVISION OR POLITICAL SUBDIVISION – PERMITS OR AUTHORIZATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

State Or Governmental Agency Or Subdivision Or Political Subdivision:

City And County Of San Francisco, SFDPH, its Officers, Directors, Employees, Agents and Representatives

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision shown in the Schedule, subject to the following provisions:

1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

However:

- a. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

2. This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
- b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

- B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**SOCIAL SERVICE AGENCIES –
VOLUNTEERS AS INSURED**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

The following is added to the **Who Is An Insured** provision under **Covered Autos Liability Coverage**:

Anyone volunteering services to you is an "insured" while using a covered "auto" you don't own, hire or borrow to transport your clients or other persons in activities necessary to your business. Anyone else who furnishes that "auto" is also an "insured".



**NONPROFITS INSURANCE ALLIANCE
OF CALIFORNIA (NIAC)**

www.insurancefornonprofits.org

**BUSINESS AUTO COVERAGE
ADDITIONAL INSURED/LOSS PAYEE EXTENSION**

POLICY NUMBER: 2021-16972-NPO

Schedule AI

NAME OF INSURED: PRC

Page 1

**ADDITIONAL INSUREDS /
LOSS PAYEE**

Additional Insured - CA2001

City And County of San Francisco, Its Officers, Agents &
Employees, Dept of Public Health
101 Grove St., Room 307
San Francisco, CA 94102
As respects vehicle(s): N/A

COUNTERSIGNED: 2/5/2021

BY

(AUTHORIZED REPRESENTATIVE)



City and County of San Francisco
London N. Breed, Mayor

San Francisco Department of Public Health
Grant Colfax, MD
Director of Health

July 1, 2024

Angela Calvillo, Clerk of the Board
Board of Supervisors
1 Dr. Carlton B. Goodlett Place, Room 244
San Francisco, CA 94102-4689

Dear Ms. Calvillo:

Please find attached a proposed resolution for Board of Supervisors approval of an amendment to the agreement between the Department of Public Health and Positive Resource Center in the amount of \$15,359,513.

This contract agreement requires Board of Supervisors approval under San Francisco Charter Section 9.118.

The following is a list of accompanying documents:

- Proposed Resolution
- Proposed Amendment 3
- Original Agreement
- Amendment 1
- Amendment 2
- Form SFEC-126

For questions on this matter, please contact me at (628) 271-6178, reanna.albert@sfdph.org.

Thank you for your time and consideration.

Sincerely,

Reanna Albert

Reanna Albert
Senior Contracts Analyst
Office of Contracts Management and Compliance
DPH Business Office

cc: Dr. Grant Colfax, Director of Health
Naveena Bobba, Deputy Director of Health
Michelle Ruggels, Director, DPH Business Office

The mission of the San Francisco Department of Public Health is to protect and promote the health of all San Franciscans.

We shall ~ Assess and research the health of the community ~ Develop and enforce health policy ~ Prevent disease and injury ~

~ Educate the public and train health care providers ~ Provide quality, comprehensive, culturally-proficient health services ~ Ensure equal access to all ~

reanna.albert@SFDPH.org – office 621-271-6178 – fax 415 252-3088

1380 Howard Street, Room 419D, San Francisco, CA 94103



San Francisco Ethics Commission

25 Van Ness Avenue, Suite 220, San Francisco, CA 94102

Phone: 415.252.3100 . Fax: 415.252.3112

ethics.commission@sfgov.org . www.sfethics.org

Received On:

File #: 240738

Bid/RFP #:

Notification of Contract Approval

SFEC Form 126(f)4

(S.F. Campaign and Governmental Conduct Code § 1.126(f)4)

A Public Document

Each City elective officer who approves a contract that has a total anticipated or actual value of \$100,000 or more must file this form with the Ethics Commission within five business days of approval by: (a) the City elective officer, (b) any board on which the City elective officer serves, or (c) the board of any state agency on which an appointee of the City elective officer serves. For more information, see: <https://sfethics.org/compliance/city-officers/contract-approval-city-officers>

1. FILING INFORMATION

TYPE OF FILING	DATE OF ORIGINAL FILING (for amendment only)
original	
AMENDMENT DESCRIPTION – Explain reason for amendment	

2. CITY ELECTIVE OFFICE OR BOARD

OFFICE OR BOARD	NAME OF CITY ELECTIVE OFFICER
Board of Supervisors	Members

3. FILER'S CONTACT

NAME OF FILER'S CONTACT	TELEPHONE NUMBER
Angela Calvillo	415-554-5184
FULL DEPARTMENT NAME	EMAIL
office of the clerk of the Board	Board.of.Supervisors@sfgov.org

4. CONTRACTING DEPARTMENT CONTACT

NAME OF DEPARTMENTAL CONTACT	DEPARTMENT CONTACT TELEPHONE NUMBER
Reanna Albert	628-271-6178
FULL DEPARTMENT NAME	DEPARTMENT CONTACT EMAIL
DPH Department of Public Health	reanna.albert@sfdph.org

5. CONTRACTOR	
NAME OF CONTRACTOR Positive Resource Center	TELEPHONE NUMBER 415-777-0333
STREET ADDRESS (including City, State and Zip Code) 170 9th Street	EMAIL

6. CONTRACT		
DATE CONTRACT WAS APPROVED BY THE CITY ELECTIVE OFFICER(S)	ORIGINAL BID/RFP NUMBER	FILE NUMBER (If applicable) 240738
DESCRIPTION OF AMOUNT OF CONTRACT \$15,359,513		
NATURE OF THE CONTRACT (Please describe) Provide emergency financial services.		

7. COMMENTS

8. CONTRACT APPROVAL	
This contract was approved by:	
<input type="checkbox"/>	THE CITY ELECTIVE OFFICER(S) IDENTIFIED ON THIS FORM
<input checked="" type="checkbox"/>	A BOARD ON WHICH THE CITY ELECTIVE OFFICER(S) SERVES Board of Supervisors
<input type="checkbox"/>	THE BOARD OF A STATE AGENCY ON WHICH AN APPOINTEE OF THE CITY ELECTIVE OFFICER(S) IDENTIFIED ON THIS FORM SITS

9. AFFILIATES AND SUBCONTRACTORS

List the names of (A) members of the contractor's board of directors; (B) the contractor's principal officers, including chief executive officer, chief financial officer, chief operating officer, or other persons with similar titles; (C) any individual or entity who has an ownership interest of 10 percent or more in the contractor; and (D) any subcontractor listed in the bid or contract.

#	LAST NAME/ENTITY/SUBCONTRACTOR	FIRST NAME	TYPE
1	Schneider	Brian	Board of Directors
2	wiley	Nichole	Board of Directors
3	Smith	Darren	Board of Directors
4	Day	Lukejohn	Board of Directors
5	Frieman	Josh	Board of Directors
6	Hartke	Colin	Board of Directors
7	kyle	Michael	Board of Directors
8	Michaels	Jacques	Board of Directors
9	Niczyporuk	Michael	Board of Directors
10	Ngo Peabody	Camellia	Board of Directors
11	Peabody	John	Board of Directors
12	Prevost	Tamarah	Board of Directors
13	Schroeder	Tim	Board of Directors
14	Teng	Chuan	CEO
15	Gannon	Marc	COO
16	Levenson	Leo	CFO
17	Mazie	Beth	Other Principal Officer
18	Winterrowd	Jessica	Other Principal Officer
19	Paul	Randi	Other Principal Officer

9. AFFILIATES AND SUBCONTRACTORS

List the names of (A) members of the contractor's board of directors; (B) the contractor's principal officers, including chief executive officer, chief financial officer, chief operating officer, or other persons with similar titles; (C) any individual or entity who has an ownership interest of 10 percent or more in the contractor; and (D) any subcontractor listed in the bid or contract.

#	LAST NAME/ENTITY/SUBCONTRACTOR	FIRST NAME	TYPE
20	Henneman	Tasha	Other Principal Officer
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22			
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24			
25			
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#	LAST NAME/ENTITY/SUBCONTRACTOR	FIRST NAME	TYPE
39			
40			
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☐ Check this box if you need to include additional names. Please submit a separate form with complete information. Select "Supplemental" for filing type.

10. VERIFICATION

I have used all reasonable diligence in preparing this statement. I have reviewed this statement and to the best of my knowledge the information I have provided here is true and complete.

I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

SIGNATURE OF CITY ELECTIVE OFFICER OR BOARD SECRETARY OR CLERK	DATE SIGNED
BOS Clerk of the Board	

From: [Albert, Reanna \(DPH\)](#)
To: [Calvillo, Angela \(BOS\)](#); [BOS Legislation, \(BOS\)](#)
Cc: [Colfax, Grant \(DPH\)](#); [Bobba, Naveena \(DPH\)](#); [Ruggels, Michelle \(DPH\)](#); [Hiramoto, Kelly \(DPH\)](#); [Macias, Nora \(DPH\)](#); [Validzic, Ana \(DPH\)](#); [Neukrug, Sarah \(DPH\)](#); [Neary, Beth \(DPH\)](#); [Blum, Bill \(DPH\)](#)
Subject: Contract Amendment - Positive Resource Center - Emergency Financial Services - Not to Exceed \$15,359,513
Date: Monday, July 1, 2024 9:42:33 AM
Attachments: [0. PRC DPH Cover Letter.pdf](#)
[1. PRC-9024 Proposed Resolution Amd 3.pdf](#)
[1. PRC-9024 Proposed Resolution Amd 3.docx](#)
[2. PRC-9024 Amendment 3.pdf](#)
[3. PRC-9024 ORIG Agreement.pdf](#)
[4. PRC-9024 Amendment 1.pdf](#)
[5. PRC-9024 Amendment 2.pdf](#)
[6. PRC SFEC Form 126f4.pdf](#)

Dear Ms. Calvillo,

Please find attached a proposed resolution for Board of Supervisors approval of an agreement between the Department of Public Health and Positive Resource Center in the amount not to exceed \$15,359,513.

This contract agreement requires Board of Supervisors approval under San Francisco Charter Section 9.118.

The following is a list of accompanying documents:

- Proposed Resolution
- Proposed Amendment 3
- Original Agreement
- Amendment 1
- Amendment 2
- Form SFEC-126

Thank you for your time and consideration.

Reanna Albert
Senior Contracts Analyst
Office of Contracts Management and Compliance
DPH Business Office