

**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

SAN FRANCISCO AIDS FOUNDATION

This Agreement is made this 1st day of July, 2011, in the City and County of San Francisco, State of California, by and between: **SAN FRANCISCO AIDS FOUNDATION, P.O. Box 426182, San Francisco, CA 94142-6182**, hereinafter referred to as "Contractor," and the City and County of San Francisco, a municipal corporation, hereinafter referred to as "City," acting by and through its Director of the Office of Contract Administration or the Director's designated agent, hereinafter referred to as "Purchasing."

Recitals

WHEREAS, the Department of Public Health, Community Programs – Housing and Urban Health Services, ("Department") wishes to secure Rental Subsidies; and,

WHEREAS, a Request for Proposal ("RFP") was issued on July 29, 2010, and City selected Contractor as the highest qualified scorer pursuant to the RFP; and

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

WHEREAS, approval for this Agreement was obtained when the Civil Service Commission approved Contract number 2000-03/04, dated July 7, 2008;

Now, THEREFORE, the parties agree as follows:

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.

2. **Term of the Agreement.** Subject to Section 1, the term of this Agreement shall be from July 1, 2011 to June 30, 2016.

The City shall have the sole discretion to exercise the following options to extend the Agreement term:

- Option 1: 07/01/2016 - 06/30/2017
- Option 2: 07/01/2017 - 06/30/2018
- Option 3: 07/01/2018 - 06/30/2019
- Option 4: 07/01/2019 - 06/30/2020
- Option 5: 07/01/2020 - 06/30/2021

3. **Effective Date of Agreement.** This Agreement shall become effective when the Controller has certified to the availability of funds and Contractor has been notified in writing.

4. **Services Contractor Agrees to Perform.** The Contractor agrees to perform the services provided for in Appendix A, "Description of Services," attached hereto and incorporated by reference as though fully set forth herein.

5. **Compensation.** Compensation shall be made in monthly payments on or before the 30th day of each month for work, as set forth in Section 4 of this Agreement, that the **Director of the Public Health Department**, in his or her sole discretion, concludes has been performed as of the last day of the immediately preceding month. In no event shall the amount of this Agreement exceed **Nineteen Million Six Hundred Eighty-Five Thousand Nine Hundred Ten DOLLARS (\$19,685,910)**. The breakdown of costs associated with this Agreement appears in Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein. No charges shall be incurred under this Agreement nor shall any payments become due to Contractor until reports, services, or both, required under this Agreement are received from Contractor and approved by **Department of Public Health** as being in accordance with this Agreement. City may withhold payment to Contractor in any instance in which Contractor has failed or refused to satisfy any material obligation provided for under this Agreement.

In no event shall City be liable for interest or late charges for any late payments.

6. **Guaranteed Maximum Costs.** The City's obligation hereunder shall not at any time exceed the amount certified by the Controller for the purpose and period stated in such certification. Except as may be provided by laws governing emergency procedures, officers and employees of the City are not authorized to request, and the City is not required to reimburse the Contractor for, Commodities or Services beyond the agreed upon contract scope unless the changed scope is authorized by amendment and approved as required by law. Officers and employees of the City are not authorized to offer or promise, nor is the City required to honor, any offered or promised additional funding in excess of the maximum amount of funding for which the contract is certified without certification of the additional amount by the Controller. The Controller is not authorized to make payments on any contract for which funds have not been certified as available in the budget or by supplemental appropriation.

7. **Payment; Invoice Format.** Invoices furnished by Contractor under this Agreement must be in a form acceptable to the Controller, and must include a unique invoice number and must conform to

Appendix F. All amounts paid by City to Contractor shall be subject to audit by City. Payment shall be made by City to Contractor at the address specified in the section entitled "Notices to the Parties."

8. Submitting False Claims; Monetary Penalties. Pursuant to San Francisco Administrative Code §21.35, any contractor, subcontractor or consultant who submits a false claim shall be liable to the City for the statutory penalties set forth in that section. The text of Section 21.35, along with the entire San Francisco Administrative Code is available on the web at <http://www.municode.com/Library/clientCodePage.aspx?clientID=4201>. A contractor, subcontractor or consultant will be deemed to have submitted a false claim to the City if the contractor, subcontractor or consultant: (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.

9. Left blank by agreement of the parties. (Disallowance)

10. Taxes. Payment of any taxes, including possessory interest taxes and California sales and use taxes, levied upon or as a result of this Agreement, or the services delivered pursuant hereto, shall be the obligation of Contractor. Contractor recognizes and understands 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:

(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;

(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.

(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.

(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.

11. Payment Does Not Imply Acceptance of Work. The granting of any payment by City, or the receipt thereof by Contractor, shall in no way lessen the liability of Contractor to replace unsatisfactory

work, equipment, or materials, although the unsatisfactory character of such work, equipment or materials may not have been apparent or detected at the time such payment was made. Materials, equipment, components, or workmanship 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.

12. Qualified Personnel. Work under this Agreement shall be performed only by competent personnel under the supervision of and in the employment of Contractor. Contractor will comply with City's reasonable requests regarding assignment of personnel, but all personnel, including those assigned at City's request, must be supervised by Contractor. Contractor shall commit adequate resources to complete the project within the project schedule specified in this Agreement.

13. Responsibility for Equipment. City shall not be responsible for any damage to persons or property as a result of the use, misuse or failure of any equipment used by Contractor, or by any of its employees, even though such equipment be furnished, rented or loaned to Contractor by City.

14. Independent Contractor; Payment of Taxes and Other Expenses

a. Independent Contractor. 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 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.

b. Payment of 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, should any court, arbitrator, or administrative authority determine that Contractor is an employee for any other purpose, then Contractor agrees to a reduction in City's financial liability so that City's total expenses under this Agreement are not greater than they would have been had the court, arbitrator, or administrative authority determined that Contractor was not an employee.

15. Insurance

a. 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:

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

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

(3) 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.

(4) Professional liability insurance, applicable to Contractor's profession, with limits not less than \$1,000,000 each claim with respect to negligent acts, errors or omissions in connection with professional services to be provided under this Agreement.

b. Commercial General Liability and Commercial Automobile Liability Insurance policies must be endorsed to provide the following:

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

(2) 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.

c. Regarding Workers' Compensation, Contractor hereby agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agents and subcontractors.

d. All policies shall provide thirty (30) days' advance written notice to City of reduction or nonrenewal of coverages or cancellation of coverages for any reason. Notices shall be sent to the City address in the "Notices to the Parties" section:

e. 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.

f. 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.

g. 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.

h. Before commencing any operations under this Agreement, 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. Failure to maintain insurance shall constitute a material breach of this Agreement.

i. Approval of the insurance by City shall not relieve or decrease the liability of Contractor hereunder.

j. If a subcontractor will be used to complete any portion of this agreement, the Contractor shall ensure that the subcontractor shall provide all necessary insurance and shall name the City and County of San Francisco, its officers, agents and employees and the Contractor listed as additional insureds.

16. Indemnification

Contractor shall indemnify and save harmless City and its officers, agents and employees from, and, if requested, shall defend them against any and all loss, cost, damage, injury, liability, and claims thereof for injury to or death of a person, including employees of Contractor or loss of or damage to property, arising 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 in effect on or validly retroactive to the date of this Agreement, 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. 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 in consequence of the use by City, or any of its officers or agents, of articles or services to be supplied in the performance of this Agreement.

17. 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. Nothing in this Agreement shall constitute a waiver or limitation of any rights that City may have under applicable law.

18. Liability of City. CITY'S PAYMENT OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO THE PAYMENT OF THE COMPENSATION PROVIDED FOR IN SECTION 5 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.

19. Left blank by agreement of the parties. (Liquidated damages)

20. Default; Remedies

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

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

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| 8. Submitting false claims | 37. Drug-free workplace policy, |
| 10. Taxes | 53. Compliance with laws |
| 15. Insurance | 55. Supervision of minors |
| 24. Proprietary or confidential information of City | 57. Protection of private information |
| 30. Assignment | 58. Graffiti removal |
| | And, item 1 of Appendix D attached to this Agreement |

(2) Contractor fails or refuses to perform or observe any other term, covenant or condition contained in this Agreement, and such default continues for a period of ten days after written notice thereof from City to Contractor.

(3) Contractor (a) is generally not paying its debts as they become due, (b) 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, (c) makes an assignment for the benefit of its creditors, (d) 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 (e) takes action for the purpose of any of the foregoing.

(4) A court or government authority enters an order (a) 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, (b) 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 (c) ordering the dissolution, winding-up or liquidation of Contractor.

b. 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, 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 all damages, losses, costs or expenses incurred by City as a result of such Event of Default and any liquidated damages due from Contractor pursuant to the terms of this Agreement or any other agreement.

c. 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.

21. Termination for Convenience

a. 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.

b. Upon receipt of the notice, 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:

(1) Halting the performance of all services and other work under this Agreement on the date(s) and in the manner specified by City.

(2) Not placing any further orders or subcontracts for materials, services, equipment or other items.

(3) Terminating all existing orders and subcontracts.

(4) 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.

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

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

(7) 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.

c. 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:

(1) The reasonable cost to Contractor, without profit, for all services and other work City directed Contractor to perform prior to the specified termination date, for which services or work 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 or other work. Any overhead allowance shall be separately itemized. Contractor may also recover the reasonable cost of preparing the invoice.

(2) A reasonable allowance for profit on the cost of the services and other work described in the immediately preceding subsection (1), provided that Contractor can establish, to the satisfaction of City, that Contractor would have made a profit had all services and other work under this Agreement been completed, and provided further, that the profit allowed shall in no event exceed 5% of such cost.

(3) 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.

(4) 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.

d. 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 the immediately preceding subsection (c). Such non-recoverable costs include, but are not limited to, anticipated profits on 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 such subsection (c).

e. In arriving at the amount due to Contractor under this Section, City may deduct: (1) all payments previously made by City for work or other services covered by Contractor's final invoice; (2) any claim which City may have against Contractor in connection with this Agreement; (3) any invoiced costs or expenses excluded pursuant to the immediately preceding subsection (d); and (4) in instances in which, in the opinion of the City, the cost of any service or other work performed under this Agreement is excessively high due to costs incurred to remedy or replace defective or rejected services or other work, the difference between the invoiced amount and City's estimate of the reasonable cost of performing the invoiced services or other work in compliance with the requirements of this Agreement.

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

22. Rights and Duties upon Termination or Expiration. This Section and the following Sections of this Agreement shall survive termination or expiration of this Agreement:

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| 8. Submitting false claims | 26. Ownership of Results |
| 9. Disallowance | 27. Works for Hire |
| 10. Taxes | 28. Audit and Inspection of Records |
| 11. Payment does not imply acceptance of work | 48. Modification of Agreement. |
| 13. Responsibility for equipment | 49. Administrative Remedy for Agreement Interpretation. |
| 14. Independent Contractor; Payment of Taxes and Other Expenses | 50. Agreement Made in California; Venue |
| 15. Insurance | 51. Construction |
| 16. Indemnification | 52. Entire Agreement |
| 17. Incidental and Consequential Damages | 56. Severability |
| 18. Liability of City | 57. Protection of private information |
| 24. Proprietary or confidential information of City | And, item 1 of Appendix D attached to this Agreement. |

Subject to the immediately preceding subsection sentence, upon termination of this Agreement prior to expiration of the term specified in Section 2, this Agreement shall terminate and 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. This subsection shall survive termination of this Agreement.

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

24. Proprietary or Confidential Information of City

a. Contractor understands and agrees that, in the performance of the work or services under this Agreement or in contemplation thereof, Contractor may have access to private or confidential information which may be owned or controlled by City and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to City. Contractor agrees that all information disclosed by City to Contractor shall be held in confidence and used only in performance of 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 data.

b. Contractor shall maintain the usual and customary records for persons receiving Services under this Agreement. Contractor agrees that all private or confidential information concerning persons receiving Services under this Agreement, whether disclosed by the City or by the individuals themselves, shall be held in the strictest confidence, shall be used only in performance of this Agreement, and shall be disclosed to third parties only as authorized by law. Contractor understands and agrees that this duty of care shall extend to confidential information contained or conveyed in any form, including but not limited to documents, files, patient or client records, facsimiles, recordings, telephone calls, telephone answering machines, voice mail or other telephone voice recording systems, computer files, e-mail or other computer network communications, and computer backup files, including disks and hard copies. The City reserves the right to terminate this Agreement for default if Contractor violates the terms of this section.

c. Contractor shall maintain its books and records in accordance with the generally accepted standards for such books and records for five years after the end of the fiscal year in which Services are furnished under this Agreement. Such access shall include making the books, documents and records available for inspection, examination or copying by the City, the California Department of Health Services or the U.S. Department of Health and Human Services and the Attorney General of the United States at all reasonable times at the Contractor's place of business or at such other mutually agreeable location in California. This provision shall also apply to any subcontract under this Agreement and to any contract between a subcontractor and related organizations of the subcontractor, and to their books, documents and records. The City acknowledges its duties and responsibilities regarding such records under such statutes and regulations.

d. The City owns all records of persons receiving Services and all fiscal records funded by this Agreement if Contractor goes out of business. Contractor shall immediately transfer possession of all these records if Contractor goes out of business. If this Agreement is terminated by either party, or expires, records shall be submitted to the City upon request.

e. All of the reports, information, and other materials prepared or assembled by Contractor under this Agreement shall be submitted to the Department of Public Health Contract Administrator and

shall not be divulged by Contractor to any other person or entity without the prior written permission of the Contract Administrator listed in Appendix A.

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

To City: Department of Public Health
AIDS Office Contracts Unit
25 Van Ness Avenue, Suite 500
San Francisco, California 94102

FAX: (415) 431-1100
e-mail: william.gaitan@sfdph.org

and: Mark Trotz
Contract Administrator
San Francisco Department of Public Health
101 Grove Street, Rm 323
San Francisco, CA 94102

FAX: (415) 554-2658
e-mail: marc.trotz@sfdph.org

To Contractor: **SAN FRANCISCO AIDS FOUNDATION**
For Notices: **P.O. Box 426182**
San Francisco, CA 94142-6182

FAX: (415) 487-3059
e-mail: ngiuliano@sfaa.org

For Payments: Same as For Notices

Any notice of default must be sent by registered mail.

26. Ownership of Results. Any interest of Contractor or its Subcontractors, in drawings, plans, specifications, blueprints, studies, reports, memoranda, computation sheets, computer files and media or other documents prepared by Contractor or its subcontractors in connection with services to be performed under this Agreement, shall become the property of and will be transmitted to City. However, Contractor may retain and use copies for reference and as documentation of its experience and capabilities.

27. Works for Hire. If, in connection with services performed under this Agreement, Contractor or its subcontractors create artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, blueprints, source codes or any other original works of authorship, 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 are the property of the City. If it is ever determined that any works created by Contractor or its subcontractors under this Agreement are not works for hire under U.S. law, Contractor hereby assigns all copyrights to such works to the City, and agrees to provide any material and execute any documents necessary to effectuate such assignment. With the approval of the City, Contractor may retain and use copies of such works for reference and as documentation of its experience and capabilities.

28. Audit and Inspection of Records

a. Contractor agrees to maintain and make available to the City, during regular business hours, accurate books and accounting records relating to its work under this Agreement. 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 less 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 conferred upon City by this Section.

b. 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.

c. The Director of Public Health or his / her designee may approve of a waiver of the aforementioned audit requirement 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.

d. 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.

29. Subcontracting. Contractor is prohibited from subcontracting this Agreement or any part of it unless such subcontracting is first approved by City in writing. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. An agreement made in violation of this provision shall confer no rights on any party and shall be null and void.

30. 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 the Contractor unless first approved by City by written instrument executed and approved in the same manner as this Agreement.

31. 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.

32. Earned Income Credit (EIC) Forms. Administrative Code section 120 requires that employers provide their employees with IRS Form W-5 (The Earned Income Credit Advance Payment Certificate) and the IRS EIC Schedule, as set forth below. Employers can locate these forms at the IRS Office, on the Internet, or anywhere that Federal Tax Forms can be found. Contractor shall provide EIC Forms to each Eligible Employee at each of the following times: (i) within thirty days following the date on which this Agreement becomes effective (unless Contractor has already provided such EIC Forms at least once during the calendar year in which such effective date falls); (ii) promptly after any Eligible Employee is

hired by Contractor; and (iii) annually between January 1 and January 31 of each calendar year during the term of this Agreement. Failure to comply with any requirement contained in subparagraph (a) of this Section shall constitute a material breach by Contractor of the terms of this Agreement. If, within thirty days after Contractor receives written notice of such a breach, Contractor fails to cure such breach or, if such breach cannot reasonably be cured within such period of thirty days, Contractor fails to commence efforts to cure within such period or thereafter fails to diligently pursue such cure to completion, the City may pursue any rights or remedies available under this Agreement or under applicable law. Any Subcontract entered into by Contractor shall require the subcontractor to comply, as to the subcontractor's Eligible Employees, with each of the terms of this section. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Section 120 of the San Francisco Administrative Code.

33. Local Business Enterprise Utilization; Liquidated Damages

a. The LBE Ordinance. Contractor, shall comply with all the requirements of the Local Business Enterprise and Non-Discrimination in Contracting Ordinance set forth in Chapter 14B of the San Francisco Administrative Code as it now exists or as it may be amended in the future (collectively the "LBE Ordinance"), provided such amendments do not materially increase Contractor's obligations or liabilities, or materially diminish Contractor's rights, under this Agreement. Such provisions of the LBE Ordinance are incorporated by reference and made a part of this Agreement as though fully set forth in this section. Contractor's willful failure to comply with any applicable provisions of the LBE Ordinance is a material breach of Contractor's obligations under this Agreement and shall entitle City, subject to any applicable notice and cure provisions set forth in this Agreement, to exercise any of the remedies provided for under this Agreement, under the LBE Ordinance or otherwise available at law or in equity, which remedies shall be cumulative unless this Agreement expressly provides that any remedy is exclusive. In addition, Contractor shall comply fully with all other applicable local, state and federal laws prohibiting discrimination and requiring equal opportunity in contracting, including subcontracting.

b. Compliance and Enforcement

If Contractor willfully fails to comply with any of the provisions of the LBE Ordinance, the rules and regulations implementing the LBE Ordinance, or the provisions of this Agreement pertaining to LBE participation, Contractor shall be liable for liquidated damages in an amount equal to Contractor's net profit on this Agreement, or 10% of the total amount of this Agreement, or \$1,000, whichever is greatest. The Director of the City's Human Rights Commission or any other public official authorized to enforce the LBE Ordinance (separately and collectively, the "Director of HRC") may also impose other sanctions against Contractor authorized in the LBE Ordinance, including declaring the Contractor to be irresponsible and ineligible to contract with the City for a period of up to five years or revocation of the Contractor's LBE certification. The Director of HRC will determine the sanctions to be imposed, including the amount of liquidated damages, after investigation pursuant to Administrative Code §14B.17.

By entering into this Agreement, Contractor acknowledges and agrees that any liquidated damages assessed by the Director of the HRC shall be payable to City upon demand. Contractor further acknowledges and agrees that any liquidated damages assessed may be withheld from any monies due to Contractor on any contract with City.

Contractor agrees to maintain records necessary for monitoring its compliance with the LBE Ordinance for a period of three years following termination or expiration of this Agreement, and shall make such records available for audit and inspection by the Director of HRC or the Controller upon request.

34. Nondiscrimination; Penalties

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

b. **Subcontracts.** Contractor shall incorporate by reference in all subcontracts the provisions of §§12B.2(a), 12B.2(c)-(k), and 12C.3 of the San Francisco Administrative Code (copies of which are available from Purchasing) and shall require all subcontractors to comply with such provisions. Contractor's failure to comply with the obligations in this subsection shall constitute a material breach of this Agreement.

c. **Nondiscrimination in Benefits.** 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 bereavement leave, family medical leave, health benefits, membership or membership discounts, moving expenses, pension and retirement benefits or travel benefits, as well as any benefits other than the benefits specified above, between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of such employees, where the domestic partnership has been registered with a governmental entity pursuant to state or local law authorizing such registration, subject to the conditions set forth in §12B.2(b) of the San Francisco Administrative Code.

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

e. **Incorporation of Administrative Code Provisions by Reference.** The provisions of Chapters 12B and 12C of the San Francisco Administrative Code are incorporated in this Section by reference and made a part of this Agreement as though fully set forth herein. Contractor shall comply fully with and be bound by all of the provisions that apply to this Agreement under such Chapters, including but not limited to the remedies provided in such Chapters. Without limiting the foregoing, Contractor understands that pursuant to §§12B.2(h) and 12C.3(g) of the San Francisco Administrative Code, a penalty of \$50 for each person for each calendar day during which such person was discriminated against in violation of the provisions of this Agreement may be assessed against Contractor and/or deducted from any payments due Contractor.

35. **MacBride Principles—Northern Ireland.** Pursuant to San Francisco Administrative Code §12F.5, the City and County of San Francisco urges companies doing business in Northern Ireland to move towards resolving employment inequities, and encourages such companies to abide by the MacBride Principles. The City and County of San Francisco urges San Francisco companies to do business with corporations that abide by the MacBride Principles. By signing below, the person

executing this agreement on behalf of Contractor acknowledges and agrees that he or she has read and understood this section.

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

37. Drug-Free Workplace Policy. Contractor acknowledges that pursuant to the Federal Drug-Free Workplace Act of 1989, the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited on City premises. Contractor agrees that any violation of this prohibition by Contractor, its employees, agents or assigns will be deemed a material breach of this Agreement.

38. Resource Conservation. Chapter 5 of the San Francisco Environment Code ("Resource Conservation") is incorporated herein by reference. Failure by Contractor to comply with any of the applicable requirements of Chapter 5 will be deemed a material breach of contract.

39. Compliance with Americans with Disabilities Act. Contractor acknowledges that, pursuant to the Americans with Disabilities Act (ADA), programs, services and other activities provided by a public entity to the public, whether directly or through a contractor, must be accessible to the disabled public. Contractor shall provide the services specified in this Agreement in a manner that complies with the ADA and any and all other applicable federal, state and local disability rights legislation. Contractor agrees not to discriminate against disabled persons in the provision of services, benefits or activities provided under this Agreement and further agrees that any violation of this prohibition on the part of Contractor, its employees, agents or assigns will constitute a material breach of this Agreement.

40. Sunshine Ordinance. In accordance with San Francisco Administrative Code §67.24(e), contracts, contractors' bids, responses to solicitations and all other records of communications between City and persons or firms seeking contracts, shall be open to inspection immediately after a contract has been awarded. Nothing in this provision requires the disclosure of a private person or organization's net worth or other proprietary financial data submitted for qualification for a contract or other benefit until and unless that person or organization is awarded the contract or benefit. Information provided which is covered by this paragraph will be made available to the public upon request.

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

42. Limitations on Contributions. Through execution of 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. Contractor acknowledges that the foregoing restriction applies only if the contract or a combination or series of contracts approved by the same individual or board in a fiscal year have a total anticipated or actual value of \$50,000 or more. Contractor further acknowledges that 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. Additionally, Contractor acknowledges that Contractor must inform each of the persons described in the preceding sentence of the prohibitions contained in Section 1.126. Contractor further agrees to provide to City the names of each person, entity or committee described above.

43. Requiring Minimum Compensation for Covered Employees

a. Contractor agrees to comply fully with and be bound by all of the provisions of the Minimum Compensation Ordinance (MCO), as set forth in San Francisco Administrative Code Chapter 12P (Chapter 12P), including the remedies provided, and implementing guidelines and rules. The provisions of Sections 12P.5 and 12P.5.1 of Chapter 12P are incorporated herein by reference and made a part of this Agreement as though fully set forth. The text of the MCO is available on the web at www.sfgov.org/olse/mco. A partial listing of some of Contractor's obligations under the MCO is set forth in this Section. Contractor is required to comply with all the provisions of the MCO, irrespective of the listing of obligations in this Section.

b. The MCO requires Contractor to pay Contractor's employees a minimum hourly gross compensation wage rate and to provide minimum compensated and uncompensated time off. The minimum wage rate may change from year to year and Contractor is obligated to keep informed of the then-current requirements. Any subcontract entered into by Contractor shall require the subcontractor to comply with the requirements of the MCO and shall contain contractual obligations substantially the same as those set forth in this Section. It is Contractor's obligation to ensure that any subcontractors of any tier under this Agreement comply with the requirements of the MCO. If any subcontractor under this Agreement fails to comply, City may pursue any of the remedies set forth in this Section against Contractor.

c. Contractor shall not take adverse action or otherwise discriminate against an employee or other person for the exercise or attempted exercise of rights under the MCO. Such actions, if taken within 90 days of the exercise or attempted exercise of such rights, will be rebuttably presumed to be retaliation prohibited by the MCO.

d. Contractor shall maintain employee and payroll records as required by the MCO. If Contractor fails to do so, it shall be presumed that the Contractor paid no more than the minimum wage required under State law.

e. The City is authorized to inspect Contractor's job sites and conduct interviews with employees and conduct audits of Contractor

f. Contractor's commitment to provide the Minimum Compensation is a material element of the City's consideration for this Agreement. The City in its sole discretion shall determine whether such a breach has occurred. The City and the public will suffer actual damage that will be impractical or extremely difficult to determine if the Contractor fails to comply with these requirements. Contractor

agrees that the sums set forth in Section 12P.6.1 of the MCO as liquidated damages are not a penalty, but are reasonable estimates of the loss that the City and the public will incur for Contractor's noncompliance. The procedures governing the assessment of liquidated damages shall be those set forth in Section 12P.6.2 of Chapter 12P.

g. Contractor understands and agrees that if it fails to comply with the requirements of the MCO, the City shall have the right to pursue any rights or remedies available under Chapter 12P (including liquidated damages), under the terms of the contract, and under applicable law. If, within 30 days after receiving written notice of a breach of this Agreement for violating the MCO, Contractor fails to cure such breach or, if such breach cannot reasonably be cured within such period of 30 days, Contractor fails to commence efforts to cure within such period, or thereafter fails diligently to pursue such cure to completion, the City shall have the right to pursue any rights or remedies available under applicable law, including those set forth in Section 12P.6(c) of Chapter 12P. Each of these remedies shall be exercisable individually or in combination with any other rights or remedies available to the City.

h. Contractor represents and warrants that it is not an entity that was set up, or is being used, for the purpose of evading the intent of the MCO.

i. If Contractor is exempt from the MCO when this Agreement is executed because the cumulative amount of agreements with this department for the fiscal year is less than \$25,000, but Contractor later enters into an agreement or agreements that cause contractor to exceed that amount in a fiscal year, Contractor shall thereafter be required to comply with the MCO under this Agreement. This obligation arises on the effective date of the agreement that causes the cumulative amount of agreements between the Contractor and this department to exceed \$25,000 in the fiscal year.

44. Requiring Health Benefits for Covered Employees. Contractor agrees to comply fully with and be bound by all of the provisions of the Health Care Accountability Ordinance (HCAO), as set forth in San Francisco Administrative Code Chapter 12Q, including the remedies provided, and implementing regulations, as the same may be amended from time to time. The provisions of section 12Q.5.a of Chapter 12Q are incorporated by reference and made a part of this Agreement as though fully set forth herein. The text of the HCAO is available on the web at www.sfgov.org/olse. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 12Q.

a. For each Covered Employee, Contractor shall provide the appropriate health benefit set forth in Section 12Q.3 of the HCAO. If Contractor chooses to offer the health plan option, such health plan shall meet the minimum standards set forth by the San Francisco Health Commission.

b. Notwithstanding the above, if the Contractor is a small business as defined in Section 12Q.3(e) of the HCAO, it shall have no obligation to comply with part (a) above.

c. Contractor's failure to comply with the HCAO shall constitute a material breach of this agreement. City shall notify Contractor if such a breach has occurred. If, within 30 days after receiving City's written notice of a breach of this Agreement for violating the HCAO, Contractor fails to cure such breach or, if such breach cannot reasonably be cured within such period of 30 days, Contractor fails to commence efforts to cure within such period, or thereafter fails diligently to pursue such cure to completion, City shall have the right to pursue the remedies set forth in 12Q.5.1 and 12Q.5(f)(1-6). Each of these remedies shall be exercisable individually or in combination with any other rights or remedies available to City.

d. Any Subcontract entered into by Contractor shall require the Subcontractor to comply with the requirements of the HCAO and shall contain contractual obligations substantially the same as those set forth in this Section. Contractor shall notify City's Office of Contract Administration when it enters into such a Subcontract and shall certify to the Office of Contract Administration that it has notified the Subcontractor of the obligations under the HCAO and has imposed the requirements of the HCAO on Subcontractor through the Subcontract. Each Contractor shall be responsible for its Subcontractors' compliance with this Chapter. If a Subcontractor fails to comply, the City may pursue the remedies set forth in this Section against Contractor based on the Subcontractor's failure to comply, provided that City has first provided Contractor with notice and an opportunity to obtain a cure of the violation.

e. Contractor shall not discharge, reduce in compensation, or otherwise discriminate against any employee for notifying City with regard to Contractor's noncompliance or anticipated noncompliance with the requirements of the HCAO, for opposing any practice proscribed by the HCAO, for participating in proceedings related to the HCAO, or for seeking to assert or enforce any rights under the HCAO by any lawful means.

f. Contractor represents and warrants that it is not an entity that was set up, or is being used, for the purpose of evading the intent of the HCAO.

g. Contractor shall maintain employee and payroll records in compliance with the California Labor Code and Industrial Welfare Commission orders, including the number of hours each employee has worked on the City Contract.

h. Contractor shall keep itself informed of the current requirements of the HCAO.

i. Contractor shall provide reports to the City in accordance with any reporting standards promulgated by the City under the HCAO, including reports on Subcontractors and Subtenants, as applicable.

j. Contractor shall provide City with access to records pertaining to compliance with HCAO after receiving a written request from City to do so and being provided at least ten business days to respond.

k. Contractor shall allow City to inspect Contractor's job sites and have access to Contractor's employees in order to monitor and determine compliance with HCAO.

l. City may conduct random audits of Contractor to ascertain its compliance with HCAO. Contractor agrees to cooperate with City when it conducts such audits.

m. If Contractor is exempt from the HCAO when this Agreement is executed because its amount is less than \$25,000 (\$50,000 for nonprofits), but Contractor later enters into an agreement or agreements that cause Contractor's aggregate amount of all agreements with City to reach \$75,000, all the agreements shall be thereafter subject to the HCAO. This obligation arises on the effective date of the agreement that causes the cumulative amount of agreements between Contractor and the City to be equal to or greater than \$75,000 in the fiscal year.

45. First Source Hiring Program

a. **Incorporation of Administrative Code Provisions by Reference.** The provisions of Chapter 83 of the San Francisco Administrative Code are incorporated in this Section by reference and made a part of this Agreement as though fully set forth herein. Contractor shall comply fully with, and be bound by, all of the provisions that apply to this Agreement under such Chapter, including but not limited

to the remedies provided therein. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 83.

b. First Source Hiring Agreement. As an essential term of, and consideration for, any contract or property contract with the City, not exempted by the FSHA, the Contractor shall enter into a first source hiring agreement ("agreement") with the City, on or before the effective date of the contract or property contract. Contractors shall also enter into an agreement with the City for any other work that it performs in the City. Such agreement shall:

(1) Set appropriate hiring and retention goals for entry level positions. The employer shall agree to achieve these hiring and retention goals, or, if unable to achieve these goals, to establish good faith efforts as to its attempts to do so, as set forth in the agreement. The agreement shall take into consideration the employer's participation in existing job training, referral and/or brokerage programs. Within the discretion of the FSHA, subject to appropriate modifications, participation in such programs maybe certified as meeting the requirements of this Chapter. Failure either to achieve the specified goal, or to establish good faith efforts will constitute noncompliance and will subject the employer to the provisions of Section 83.10 of this Chapter.

(2) Set first source interviewing, recruitment and hiring requirements, which will provide the San Francisco Workforce Development System with the first opportunity to provide qualified economically disadvantaged individuals for consideration for employment for entry level positions. Employers shall consider all applications of qualified economically disadvantaged individuals referred by the System for employment; provided however, if the employer utilizes nondiscriminatory screening criteria, the employer shall have the sole discretion to interview and/or hire individuals referred or certified by the San Francisco Workforce Development System as being qualified economically disadvantaged individuals. The duration of the first source interviewing requirement shall be determined by the FSHA and shall be set forth in each agreement, but shall not exceed 10 days. During that period, the employer may publicize the entry level positions in accordance with the agreement. A need for urgent or temporary hires must be evaluated, and appropriate provisions for such a situation must be made in the agreement.

(3) Set appropriate requirements for providing notification of available entry level positions to the San Francisco Workforce Development System so that the System may train and refer an adequate pool of qualified economically disadvantaged individuals to participating employers. Notification should include such information as employment needs by occupational title, skills, and/or experience required, the hours required, wage scale and duration of employment, identification of entry level and training positions, identification of English language proficiency requirements, or absence thereof, and the projected schedule and procedures for hiring for each occupation. Employers should provide both long-term job need projections and notice before initiating the interviewing and hiring process. These notification requirements will take into consideration any need to protect the employer's proprietary information.

(4) Set appropriate record keeping and monitoring requirements. The First Source Hiring Administration shall develop easy-to-use forms and record keeping requirements for documenting compliance with the agreement. To the greatest extent possible, these requirements shall utilize the employer's existing record keeping systems, be nonduplicative, and facilitate a coordinated flow of information and referrals.

(5) Establish guidelines for employer good faith efforts to comply with the first source hiring requirements of this Chapter. The FSHA will work with City departments to develop employer good faith effort requirements appropriate to the types of contracts and property contracts handled by each department. Employers shall appoint a liaison for dealing with the development and implementation

of the employer's agreement. In the event that the FSHA finds that the employer under a City contract or property contract has taken actions primarily for the purpose of circumventing the requirements of this Chapter, that employer shall be subject to the sanctions set forth in Section 83.10 of this Chapter.

- (6) Set the term of the requirements.
- (7) Set appropriate enforcement and sanctioning standards consistent with this Chapter.
- (8) Set forth the City's obligations to develop training programs, job applicant referrals, technical assistance, and information systems that assist the employer in complying with this Chapter.
- (9) Require the developer to include notice of the requirements of this Chapter in leases, subleases, and other occupancy contracts.

c. Hiring Decisions. Contractor shall make the final determination of whether an Economically Disadvantaged Individual referred by the System is "qualified" for the position.

d. Exceptions. Upon application by Employer, the First Source Hiring Administration may grant an exception to any or all of the requirements of Chapter 83 in any situation where it concludes that compliance with this Chapter would cause economic hardship.

e. Liquidated Damages. Contractor agrees:

- (1) To be liable to the City for liquidated damages as provided in this section;
- (2) To be subject to the procedures governing enforcement of breaches of contracts based on violations of contract provisions required by this Chapter as set forth in this section;
- (3) That the contractor's commitment to comply with this Chapter is a material element of the City's consideration for this contract; that the failure of the contractor to comply with the contract provisions required by this Chapter will cause harm to the City and the public which is significant and substantial but extremely difficult to quantify; that the harm to the City includes not only the financial cost of funding public assistance programs but also the insidious but impossible to quantify harm that this community and its families suffer as a result of unemployment; and that the assessment of liquidated damages of up to \$5,000 for every notice of a new hire for an entry level position improperly withheld by the contractor from the first source hiring process, as determined by the FSHA during its first investigation of a contractor, does not exceed a fair estimate of the financial and other damages that the City suffers as a result of the contractor's failure to comply with its first source referral contractual obligations.
- (4) That the continued failure by a contractor to comply with its first source referral contractual obligations will cause further significant and substantial harm to the City and the public, and that a second assessment of liquidated damages of up to \$10,000 for each entry level position improperly withheld from the FSHA, from the time of the conclusion of the first investigation forward, does not exceed the financial and other damages that the City suffers as a result of the contractor's continued failure to comply with its first source referral contractual obligations;
- (5) That in addition to the cost of investigating alleged violations under this Section, the computation of liquidated damages for purposes of this section is based on the following data:

A. The average length of stay on public assistance in San Francisco's County Adult Assistance Program is approximately 41 months at an average monthly grant of \$348 per month, totaling approximately \$14,379; and

B. In 2004, the retention rate of adults placed in employment programs funded under the Workforce Investment Act for at least the first six months of employment was 84.4%. Since qualified individuals under the First Source program face far fewer barriers to employment than their counterparts in programs funded by the Workforce Investment Act, it is reasonable to conclude that the average length of employment for an individual whom the First Source Program refers to an employer and who is hired in an entry level position is at least one year;

therefore, liquidated damages that total \$5,000 for first violations and \$10,000 for subsequent violations as determined by FSHA constitute a fair, reasonable, and conservative attempt to quantify the harm caused to the City by the failure of a contractor to comply with its first source referral contractual obligations.

(6) That the failure of contractors to comply with this Chapter, except property contractors, may be subject to the debarment and monetary penalties set forth in Sections 6.80 et seq. of the San Francisco Administrative Code, as well as any other remedies available under the contract or at law; and

Violation of the requirements of Chapter 83 is subject to an assessment of liquidated damages in the amount of \$5,000 for every new hire for an Entry Level Position improperly withheld from the first source hiring process. The assessment of liquidated damages and the evaluation of any defenses or mitigating factors shall be made by the FSHA.

f. **Subcontracts.** Any subcontract entered into by Contractor shall require the subcontractor to comply with the requirements of Chapter 83 and shall contain contractual obligations substantially the same as those set forth in this Section.

46. Prohibition on Political Activity with City Funds. In accordance with San Francisco Administrative Code Chapter 12.G, Contractor may not participate in, support, or attempt to influence any political campaign for a candidate or for a ballot measure (collectively, "Political Activity") in the performance of the services provided under this Agreement. Contractor agrees to comply with San Francisco Administrative Code Chapter 12.G and any implementing rules and regulations promulgated by the City's Controller. The terms and provisions of Chapter 12.G are incorporated herein by this reference. In the event Contractor violates the provisions of this section, the City may, in addition to any other rights or remedies available hereunder, (i) terminate this Agreement, and (ii) prohibit Contractor from bidding on or receiving any new City contract for a period of two (2) years. The Controller will not consider Contractor's use of profit as a violation of this section.

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

term "saltwater immersion" shall mean a pressure-treated wood that is used for construction purposes or facilities that are partially or totally immersed in saltwater.

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

49. Administrative Remedy for Agreement Interpretation – *DELETED BY MUTUAL AGREEMENT OF THE PARTIES*

50. 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.

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

52. Entire Agreement. This contract sets forth the entire Agreement between the parties, and supersedes all other oral or written provisions. This contract may be modified only as provided in Section 48, "Modification of Agreement".

53. Compliance with Laws. Contractor shall keep itself fully informed of the City's Charter, codes, ordinances 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.

54. Services Provided by Attorneys. Any services to be provided by a law firm or attorney 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.

55. Supervision of Minors. Contractor, and any subcontractors, shall comply with California Penal Code section 11105.3 and request from the Department of Justice records of all convictions or any arrest pending adjudication involving the offenses specified in Welfare and Institution Code section 15660(a) of any person who applies for employment or volunteer position with Contractor, or any subcontractor, in which he or she would have supervisory or disciplinary power over a minor under his or her care. If Contractor, or any subcontractor, is providing services at a City park, playground, recreational center or beach (separately and collectively, "Recreational Site"), Contractor shall not hire, and shall prevent its subcontractors from hiring, any person for employment or volunteer position to provide those services if that person has been convicted of any offense that was listed in former Penal Code section 11105.3 (h)(1) or 11105.3(h)(3). If Contractor, or any of its subcontractors, hires an employee or volunteer to provide services to minors at any location other than a Recreational Site, and that employee or volunteer has been convicted of an offense specified in Penal Code section 11105.3(c), then Contractor shall comply, and cause its subcontractors to comply with that section and provide written notice to the parents or guardians of any minor who will be supervised or disciplined by the employee or volunteer not less than ten (10) days prior to the day the employee or volunteer begins his or her duties or tasks. Contractor shall provide, or cause its subcontractors to provide City with a copy of any such notice at the same time that it provides notice to any parent or guardian. Contractor shall expressly require any of its subcontractors with supervisory or disciplinary power over a minor to comply with this section of the Agreement as a condition of its contract with the subcontractor. Contractor acknowledges and agrees that failure by Contractor or any of its subcontractors to comply with any provision of this section of the Agreement shall constitute an Event of Default. Contractor further acknowledges and agrees that such Event of Default shall be grounds for the City to terminate the Agreement, partially or in its entirety, to recover

from Contractor any amounts paid under this Agreement, and to withhold any future payments to Contractor. The remedies provided in this Section shall not be limited to any other remedy available to the City hereunder, or in equity or law for an Event of Default, and each remedy may be exercised individually or in combination with any other available remedy. The exercise of any remedy shall not preclude or in any way be deemed to waive any other remedy.

56. 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.

57. Protection of Private Information. Contractor has read and agrees to the terms set forth in San Francisco Administrative Code Sections 12M.2, "Nondisclosure of Private Information," and 12M.3, "Enforcement" of Administrative Code Chapter 12M, "Protection of Private Information," which are incorporated herein as if fully set forth. Contractor agrees that any failure of Contractor to comply with the requirements of Section 12M.2 of this Chapter shall be a material breach of the Contract. In such an event, in addition to any other remedies available to it under equity or law, the City may terminate the Contract, bring a false claim action against the Contractor pursuant to Chapter 6 or Chapter 21 of the Administrative Code, or debar the Contractor.

58. Graffiti Removal. Graffiti is detrimental to the health, safety and welfare of the community in that it promotes a perception in the community that the laws protecting public and private property can be disregarded with impunity. This perception fosters a sense of disrespect of the law that results in an increase in crime; degrades the community and leads to urban blight; is detrimental to property values, business opportunities and the enjoyment of life; is inconsistent with the City's property maintenance goals and aesthetic standards; and results in additional graffiti and in other properties becoming the target of graffiti unless it is quickly removed from public and private property. Graffiti results in visual pollution and is a public nuisance. Graffiti must be abated as quickly as possible to avoid detrimental impacts on the City and County and its residents, and to prevent the further spread of graffiti. Contractor shall remove all graffiti from any real property owned or leased by Contractor in the City and County of San Francisco within forty eight (48) hours of the earlier of Contractor's (a) discovery or notification of the graffiti or (b) receipt of notification of the graffiti from the Department of Public Works. This section is not intended to require a Contractor to breach any lease or other agreement that it may have concerning its use of the real property. The term "graffiti" means any inscription, word, figure, marking or design that is affixed, marked, etched, scratched, drawn or painted on any building, structure, fixture or other improvement, whether permanent or temporary, including by way of example only and without limitation, signs, banners, billboards and fencing surrounding construction sites, whether public or private, without the consent of the owner of the property or the owner's authorized agent, and which is visible from the public right-of-way. "Graffiti" shall not include: (1) any sign or banner that is authorized by, and in compliance with, the applicable requirements of the San Francisco Public Works Code, the San Francisco Planning Code or the San Francisco Building Code; or (2) any mural or other painting or marking on the property that is protected as a work of fine art under the California Art Preservation Act (California Civil Code Sections 987 et seq.) or as a work of visual art under the Federal Visual Artists Rights Act of 1990 (17 U.S.C. §§ 101 et seq.).

Any failure of Contractor to comply with this section of this Agreement shall constitute an Event of Default of this Agreement.

59. Food Service Waste Reduction Requirements. Contractor agrees to comply fully with and be bound by all of the provisions of the Food Service Waste Reduction Ordinance, as set forth in San Francisco Environment Code Chapter 16, including the remedies provided, and implementing guidelines P-500 (5-10)

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

60. Left blank by agreement of the parties. (Slavery era disclosure)

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

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

63. Additional Terms. Additional Terms are attached hereto as Appendix D and are incorporated into this Agreement by reference as though fully set forth herein.

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

CITY

CONTRACTOR

Recommended by:

SAN FRANCISCO AIDS FOUNDATION

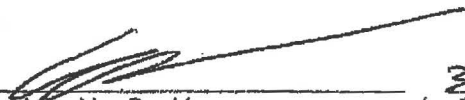

BARBARA A. GARCIA, M.P.A. / 2/23/11
Date
Director of Health

By signing this Agreement, I certify that I comply with the requirements of the Minimum Compensation Ordinance, which entitle Covered Employees to certain minimum hourly wages and compensated and uncompensated time off.

Approved as to Form:

Dennis J. Herrera
City Attorney

I have read and understood paragraph 35, the City's statement urging companies doing business in Northern Ireland to move towards resolving employment inequities, encouraging compliance with the MacBride Principles, and urging San Francisco companies to do business with corporations that abide by the MacBride Principles.

By: 
Aleeta Van Runkle / 3.11.11
Date
Deputy City Attorney


Neil Giuliano / 2/17/11
Date
Chief Executive Officer

Approved:


Naomi Kelly / 8/12/11
Date
Director Office of Contract
Administration and Purchaser

142-6182

City vendor number: 16252

Appendices

- A: Services to be provided by Contractor
- B: Calculation of Charges
- C: Reserved
- D: Additional Terms
- E: HIPAA Business Associate Agreement
- F: Invoice
- G: Dispute Resolution

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Appendix A
Services to be provided by Contractor

1. Terms

A. Contract Administrator:

In performing the Services hereunder, Contractor shall report to Marc Trotz, 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.

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. 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. Acknowledgment of Funding:

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

K. Client Fees and Third Party Revenue:

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

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

L. Patients Rights:

All applicable Patients Rights laws and procedures shall be implemented.

M. Under-Utilization Reports:

For any quarter that CONTRACTOR maintains less than ninety percent (90%) of the total agreed upon units of service, and for HIV Prevention Services contracts the number of clients (NOC), for any mode of service hereunder, except for taxi scrip, bus tokens, clothing vouchers, and household goods vouchers, which may be

distributed on an as-needed basis, CONTRACTOR shall immediately notify the Contract Administrator in writing and shall specify the number of underutilized units of service.

N. Quality Assurance:

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

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

O. Compliance With Grant Award Notices:

If any portion of 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.

P. 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.

Q. Research Study Records:

To facilitate the exchange of research study records, should this Appendix A include the use of human study subjects, Contractor will include the City in all study subject consent forms reviewed and approved by Contractor's IRB.

2. **Description of Services**

Detailed descriptions of services supporting the period 07/01/11 – 06/30/16 may be found in the following Appendixes:

Appendix A, 07/01/11 – 06/30/16, Pages 4-5	Program Summary
Appendix A-1, 07/01/11 – 06/30/16, Pages 1-19	Rental Subsidies

SUMMARY

Service Provider(s):	San Francisco AIDS Foundation
Fiscal Agency:	San Francisco AIDS Foundation
Total Contract Amount:	\$17,576,705
Funding Source:	General Fund
System of Care:	Housing and Urban Health
Provider Address:	995 Market Street, San Francisco, CA 94103
Provider Phone:	415-487-8042
Contact Person:	Richard Hill, Government Contracts Manager 415-487-8042 email: rhill@sfaf.org
Year One	
Program Name:	Rental Subsidies
Amount:	\$3,515,341
Year One Term:	7.01.11 – 6.30.12
Definition and # of UOS:	A UOS is defined as a rental subsidy day
	Housing Resident Days - Standard 96,725
	Housing Resident Days - Shallow 40,150
	Housing Resident Days - Partial 8,395
Number of UDC/NOC:	398
	Total UOS 145,270
Year Two	
Program Name:	Rental Subsidies
Amount:	\$3,515,341
Year Two Term:	7.01.12 – 6.30.13
Definition and # of UOS:	A UOS is defined as a rental subsidy day
	Housing Resident Days - Standard 96,725
	Housing Resident Days - Shallow 40,150
	Housing Resident Days - Partial 8,395
Number of UDC/NOC:	398
	Total UOS 145,270
Year Three	
Program Name:	Rental Subsidies
Amount:	\$3,515,341
Year Three Term:	7.01.13 – 6.30.14
Definition and # of UOS:	A UOS is defined as a rental subsidy day
	Housing Resident Days - Standard 96,725
	Housing Resident Days - Shallow 40,150
	Housing Resident Days - Partial 8,395
Number of UDC/NOC:	398
	Total UOS 145,270
Year Four	
Program Name:	Rental Subsidies
Amount:	\$3,515,341
Year Two Term:	7.01.14 – 6.30.15
Definition and # of UOS:	A UOS is defined as a rental subsidy day
	Housing Resident Days - Standard 96,725
	Housing Resident Days - Shallow 40,150

Number of UDC/NOC:	Housing Resident Days - Partial 398	Total UOS	8,395 145,270
Year Five	Program Name:	Rental Subsidies	Appendix A-1
	Amount:	\$3,515,341	Funding Source: General Fund
	Year Five Term:	7.01.15 – 6.30.16	
	Definition and # of UOS:	A UOS is defined as a rental subsidy day	
		Housing Resident Days - Standard	96,725
		Housing Resident Days - Shallow	40,150
		Housing Resident Days - Partial	8,395
Number of UDC/NOC:	398	TOTAL UOS	145,270
Target Population:	Low-income San Francisco residents with disabling HIV/AIDS already in receipt of a Ryan White Part A or General Fund subsidy. If vacancies arise, the program will target San Francisco residents with AIDS/disabling HIV who are homeless, at risk of homelessness or marginally housed, and with very low incomes.		
Description of Service:	This program helps individuals search, obtain stable, safe and affordable housing by providing three different type of housing subsidies. <u>STANDARD RENTAL SUBSIDY PROGRAM (STD-RSP)</u> provides monthly financial assistance in the form of a rental subsidy to clients with disabling HIV or AIDS. <u>SHALLOW RENTAL SUBSIDY (S-RSP)</u> provides monthly financial assistance in the form of a rental subsidy to HIV clients of San Francisco's Centers of Excellence, St. Mary's Medical Center, and clients aging out of Larkin Street Youth Services. <u>PARTIAL RENTAL SUBSIDY (P-RSP)</u> provides financial assistance in the form of rental subsidy to people with disabling HIV or AIDS who are in stable housing but who are imminently homeless because a high percentage (50% or more) of their income is paid in rent.		

1. **Program Name:** San Francisco AIDS Foundation: Rental Subsidies
Program Address: 995 Market Street, Suite 200
City, State, Zip Code: San Francisco, CA 94103
Telephone: (415) 487-8042
Facsimile: (415) 487-8089

2. **Nature of Document (check one);**

☒ New ☐ Renewal ☐ Modification

3. **Goal Statements**

STANDARD RENTAL SUBSIDY PROGRAM (STD-RSP)

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

SHALLOW RENTAL SUBSIDY (S-RSP)

The program's goal is to provide monthly financial assistance in the form of a rental subsidy to HIV clients of San Francisco's Centers of Excellence, St. Mary's Medical Center, and clients aging out of Larkin Street Youth Services, that helps clients search, obtain stable, safe and affordable housing.

PARTIAL RENTAL SUBSIDY (P-RSP)

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

4. **Target Population**

STANDARD RENTAL SUBSIDY PROGRAM (STD-RSP)

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

New rental subsidy recipients are in the process of learning how to live independently or are already capable of living independently. Their housing situation may be within unstable living environments, or may be imminently or chronically homeless. Clients are referred from the City and County of San Francisco Housing Wait List (HWL). Additionally, clients are derived from all racial and ethnic backgrounds, and meet the "severe need" or "special populations" definition who may have a history or are active drug users and/or have co-existing chronic psychiatric conditions.

The program maintains a historically derived 10-subsidy slot set-aside for Native American clients. As slots become available, if program census data indicates there are less than 10 Native American program participants, the vacancy are filled by the next eligible Native American HWL candidate meeting the above program criteria. If unable to identify a set-aside candidate within 60 consecutive days of a subsidy vacancy, the program may place the next eligible candidate into the subsidy slot.

A household is defined as one or more persons sharing the household, which may include an individual's significant other, husband, wife, child(ren), grandparent, sibling, parent, etc.

SHALLOW RENTAL SUBSIDY (S-RSP)

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

PARTIAL RENTAL SUBSIDY (P-RSP)

P-RSP targeted population is San Francisco residents; AIDS/HIV disabling who are imminently homeless. Each client is referred to the program from the City and County of San Francisco's Housing Wait List in wait list order, and be able to live independently or with in-home assistance.

All clients will be very low-income (client income will not exceed 50% of median income) and the client's current monthly rent will be equal to or exceed 60% of his/her monthly income. If in a roommate situation or living as a couple and/or family, the client's portion of rent must be more than 60% of his/her income.

5. Modalities/Interventions

General Fund: 7/1/2011 – 6/30/2012

Unit of Service Description – Housing Subsidy	Units of Service (UOS)	Number of Clients (NOC)	Unduplicated Clients (UDC)
Housing, Resident Days – Standard 265 clients x 365 days = 96,725 Rental Subsidy Days	96,725	265	265
Housing, Resident Days – Shallow 110 clients x 365 days = 40,150 Rental Subsidy Days	40,150	110	110
Housing, Resident Days – Partial 23 clients x 365 days = 8,395 Rental Subsidy Days	8,395	23	23
Total UOS to be delivered	145,270		
Total UDC to be delivered			398

General Fund: 7/1/2012 – 6/30/2013

Unit of Service Description – Housing Subsidy	Units of Service (UOS)	Number of Clients (NOC)	Unduplicated Clients (UDC)
Housing, Resident Days – Standard 265 clients x 365 days = 96,725 Rental Subsidy Days	96,725	265	265
Housing, Resident Days – Shallow 110 clients x 365 days = 40,150 Rental Subsidy Days	40,150	110	110
Housing, Resident Days – Partial 23 clients x 365 days = 8,395 Rental Subsidy Days	8,395	23	23
Total UOS to be delivered	145,270		
Total UDC to be delivered			398

General Fund: 7/1/2013 – 6/30/2014

Unit of Service Description – Housing Subsidy	Units of Service (UOS)	Number of Clients (NOC)	Unduplicated Clients (UDC)
Housing, Resident Days – Standard 265 clients x 365 days = 96,725 Rental Subsidy Days	96,725	265	265
Housing, Resident Days – Shallow 110 clients x 365 days = 40,150 Rental Subsidy Days	40,150	110	110
Housing, Resident Days – Partial 23 clients x 365 days = 8,395 Rental Subsidy Days	8,395	23	23
Total UOS to be delivered	145,270		
Total UDC to be delivered			398

General Fund: 7/1/2014 – 6/30/2015

<u>Unit of Service Description – Housing Subsidy</u>	Units of Service (UOS)	Number of Clients (NOC)	Unduplicated Clients (UDC)
Housing, Resident Days – Standard 265 clients x 365 days = 96,725 Rental Subsidy Days	96,725	265	265
Housing, Resident Days – Shallow 110 clients x 365 days = 40,150 Rental Subsidy Days	40,150	110	110
Housing, Resident Days – Partial 23 clients x 365 days = 8,395 Rental Subsidy Days	8,395	23	23
Total UOS to be delivered	145,270		
Total UDC to be delivered			398

General Fund: 7/1/2015 – 6/30/2016

<u>Unit of Service Description – Housing Subsidy</u>	Units of Service (UOS)	Number of Clients (NOC)	Unduplicated Clients (UDC)
Housing, Resident Days – Standard 265 clients x 365 days = 96,725 Rental Subsidy Days	96,725	265	265
Housing, Resident Days – Shallow 110 clients x 365 days = 40,150 Rental Subsidy Days	40,150	110	110
Housing, Resident Days – Partial 23 clients x 365 days = 8,395 Rental Subsidy Days	8,395	23	23
Total UOS to be delivered	145,270		
Total UDC to be delivered			398

6. Methodology

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

STANDARD RENTAL SUBSIDY (STD-RSP)

Outreach, Recruitment, and Promotion

As subsidy slots become available, SFAF staff calls the City's Housing Wait List Program (HWL) to get names as the single referral mechanism.

Admission, Enrollment, and Intake Criteria and Process

Subsidy Eligibility Criteria

- a. Resident of San Francisco
- b. Gross Annual Family Income no greater than 30% of median income as defined by HUD. HUD's figures for 2010 are:

Family Unit	Income Cap	Family Unit	Income Cap
1 Person Family	\$22,600	5 Person Family	\$34,850
2 Person Family	\$25,800	6 Person Family	\$37,450
3 Person Family	\$29,050	7 Person Family	\$40,000
4 Person Family	\$32,250	8 Person Family	\$42,600

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

Once referred to the program, the Non-Medical Case Manager (NMCM) will meet with the client to verify that eligibility criteria for the subsidy still apply to the client's current circumstances.

SFAF provides the HWL staff with updates on all individual referrals. The Housing and Benefits Director returns the referral disposition form monthly so that the HWL database is updated. Individuals who are not placed in a subsidy slot are put back on the list in their original Brief Enrollment position for referral to other housing programs with openings. Changes to the client's HWL data are documented via a pre-placement change form by the NMCM, and submitted to the HWL program to ensure that client's record is updated.

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

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

Acceptance into the Program

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

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

Individual Housing Search

The NMCM is available to clients to assist in their housing search by providing materials, coaching and training on how to complete a rental application, how to conduct a housing interview, how to present the subsidy program to landlords, how to protect their confidentiality rights and inform them about their right and responsibilities as a tenant with fixed income and a disability. NMCM provides clients with continuing support, suggestions, organizational and informational tips, and landlord/housing advocacy to assist with the housing search. NMCM works in coordination with clients and any other City's service providers assisting them in their housing search.

Client Confidentiality

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

Prospective Unit and House Inspections

When clients locate a housing unit, the NMCM inspects the unit, following the Housing Quality Standards (HQS) procedure to ensure the unit meets minimum requirements criteria for health and safety.

Every NMCM is a certified house inspector, who is able to conduct an inspection on demand for new clients, moves or when clients needs documented evidence to present to landlords/property manager for building maintenance or tenant/landlords related disputes.

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

A NMCM conducts the HQS within a week of the request. The unit is assessed in the following areas during each inspection: kitchen equipment, bathroom fixtures, building exterior, heating and plumbing conditions, general health and safety conditions, electrical fixtures, outlets, windows, locks, doors, conditions of the walls, floors and ceilings.

The NMCM informs the client and landlord of all inspection results. A copy of the *Unit Condition and Inventory Survey*, which documents the inspection is placed in the individual client's chart.

If the unit fails the initial inspection, the NMCM coordinates a second HQS when the failed items have been reported as corrected by the landlord. If problems with the apartment still exist after the second inspection, the NMCM arranges for a third inspection to ensure that all initially documented problems have been corrected. If the apartment does not pass the third inspection, clients are asked to seek another unit.

Once the unit passes the HQS, the NMCM notifies the client. An appointment is set up to complete the program's final paperwork, determine his/her rental share and agree upon a timeline for the first rental subsidy payment to be sent to the landlord.

Rental Share Calculation

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

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

Return to Work Efforts

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

Subsidy Activation

Upon completion of the rent share calculation, the NMCM submits the paperwork to the Housing and Benefits Director (H&BD) for revision and final approval. The Director then forwards subsidy packet to the SFAF Finance and Administrative Department with instructions to begin sending monthly subsidy payments to a specific landlord/property manager. Concurrently, the NMCM mails a letter to the landlord and client displaying the amounts that are covered by the *San Francisco Housing Coalition* (SFHC) and the client's rental share.

SFAF mails the subsidy payment in enough time for the landlord to receive it by the 1st of each month (unless the initial rent/payment is due on another date). Program participants are expected to pay their rental share directly to the landlord on the due date, as stated in the lease.

NMCM assesses the need to pay last month's rent and/or security deposit as a lease condition. If a security deposit is available through SFAF, the NMCM requires client and the landlord to sign a Security Deposit

Agreement stipulating return of the deposit to San Francisco Housing Coalition (SFAF) when the client vacates the unit or to show documentation if part or the entire security deposit was used to repair the unit.

When the first payment is sent, the client is responsible for finalizing and signing the lease with the landlord/property manager, as well as the security deposit agreement, if applicable. A copy of each document is kept in the client's file.

Rent Caps

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

UNIT SIZE	RENT CAPS	UNIT SIZE	RENT CAPS
SRO	\$850	Two Bedroom	\$1,833
Studio	\$1,191	Three Bedroom	\$2,447
One Bedroom	\$1,465	Four Bedroom	\$2,586

Assessment and Service Plan

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

SFAF Internal Referrals

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

Referral to Case Management and Other Services

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

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

- Questions on Landlord and Tenant Rights and Responsibilities

- Budget Skills
- Declining health
- Behavioral challenges

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

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

Due to psychosocial and environmental challenges a segment of the Rental Subsidy participants demonstrate ongoing or sporadic high risk behaviors; NMCM will take an active role with this targeted sub-population to assess clients' behaviors and provide HIV/AIDS prevention support in the form of individual and/or group interventions to reduce the risk of infecting others and reduce the subsidy participant's exposure to other infections.

In an effort to ensure clients maintain their housing, clients are required to enter money management if they show challenges in meeting financial responsibilities. This stipulation is described in the program agreement signed by the client at the time of the entry into the program. A letter of cooperation with Lutheran Social Services Money Management Program is maintained.

SHALLOW RENTAL SUBSIDIES

Outreach, Recruitment, and Promotion

The contract funding provides Shallow Rental Subsidies to Centers of Excellence (CoE), St. Mary's Medial Center and aging out young adults from Larkin Street Youth Services during each contract year. Each referent is allocated ten (10) slots. When all slots have been filled, referents have access to slots created when one of their corresponding clients exits the program. If a CoE is unable to fill subsidy slots within 30 days of a vacancy, the San Francisco AIDS Foundation will use a rotation process to find a referral, asking the next referent agency for a referral, until the slot is filled.

Admission, Enrollment, and Intake Criteria and Process

Subsidy Eligibility Criteria

- a. Resident of San Francisco
- b. Gross Annual Family Income no greater than 30% of median income as defined by HUD 2010 figures are:

Family Unit	Income Cap	Family Unit	Income Cap
1 Person Family	\$22,600	5 Person Family	\$34,850
2 Person Family	\$25,800	6 Person Family	\$37,450
3 Person Family	\$29,050	7 Person Family	\$40,000
4 Person Family	\$32,250	8 Person Family	\$42,600

Note: Based on San Francisco, CA HUD Metro FMR Area FY 2010 Income Limits Summary (released by HUD on Thursday May 20, 2010). The program will adjust these figures to match any HUD increases/decreases should an adjustment take place during the contract period.

- c. HIV-positive
- d. Currently or chronically homeless or imminently homeless (imminently homeless is defined as paying 60% or more of monthly income toward rent)

Client Access

Upon determination that a client meets the eligibility criteria, the CoE Case Manager will submit the referral packet to SFAF-NMCM. The packet will include:

- Completed Shallow Rent Subsidy Referral
- Unit Inspection Request form (if needed),
- A completed lease or rental agreement or letter of intent,
- Signed Authorizations to Request/Release Confidential Information Forms,
- Proof of Income,
- Psychosocial assessment, completed within the last six months, and
- Referent ensures that client record is updated in ARIES

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

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

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

Rental Share Calculation

Income and rent caps are the same as the STD-RSP. Rental share is based on a sliding scale displayed below. The subsidy is displayed in the "S-RSP Award Amount" column and subsidy participants' rental share is the difference of the total rent.

SRS Award Amount	1 person income	Couple income	Family of 3	Family of 4
\$400	\$1 - \$650	\$1 - \$900	\$1-\$1000	\$1-\$1075
\$350	\$651 - \$970	\$901 - \$1380	\$1001-\$1575	\$1076-\$1900
\$300	\$971 - \$1275	\$1381 - \$1910	\$1576-\$1900	\$1901-\$2300
\$250	\$1276 - \$1979	\$1911 - \$2262	\$1901-\$2545	\$2301-\$2829

Service Delivery Model

Clients' Continuing Participation

NMCM constantly communicates with CoE case manager, who is responsible to report any changes in clients' housing situation, income and access to CoE services.

Signed Formal Agreement

The cooperative relationship between the CoE and SFAF is documented in a formal agreement signed by both agencies. The Memorandum of Understanding forms the basis for this agreement.

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

Responsibilities of the Centers of Excellence

The Centers of Excellence (CoE) agency agrees to:

1. Use the established referral process to access shallow rent subsidies for its clients, including completing the referral form and the housing inspection referral information.
2. Adhere to client eligibility criteria for shallow rent subsidies when screening and referring clients for shallow rent subsidies. Eligibility criteria for the program includes: Client must be HIV-positive, a Resident of San Francisco, have income of 30% of median income or less, and be currently, chronically or imminently homeless (imminently homeless is defined as paying 60% or more of monthly income toward rent).
3. Assist the client in locating housing and obtaining a lease or rental agreement.
4. When referring a client to the program, collect appropriate subsidy paperwork, including lease, current verification of client income (and partner's income as necessary), and release of information to landlord, and forward this information to SFAF.
5. Verify clients' continued participation in the shallow rent subsidy program each month, and notify SFAF of any changes in clients' circumstances (e.g. changes in income, household configuration, rental situation).
6. Obtain updated client income and rent verification annually and provide these documents to SFAF for the subsidy re-certification process.
7. Meet with SFAF twice a year for program coordination.
8. At the end of the contract period, complete the SFAF tracking form reporting on previously referred clients' housing status.
9. Enter and update client information in ARIES prior to making a shallow subsidy referral.

Responsibilities of the San Francisco AIDS Foundation

The San Francisco AIDS Foundation (SFAF) agrees to:

1. Track and report to the CoE Contact Person(s) and the Department of Public Health (DPH) the number of nights of shallow rent subsidy assistance each client received during a contract year. A record of all shallow rent subsidies administered by SFAF will be tracked through the ARIES and internal SFAF electronic system each month.
2. Meet with all clients referred for shallow subsidies to complete the intake process. This process entails confirming eligibility, computing the subsidy amount, signing the Program Agreement between the client and SFAF, and notifying the client, the landlord and the CoE when the subsidy will begin.
3. Conduct housing inspections on all units referred by the CoE for possible shallow rent subsidies.
4. Contact the CoE each month to verify clients' continued participation in the shallow subsidy program prior to making shallow rent subsidy payments to participating landlords.
5. Provide a Non-Medical Case Manager for all clients to serve as a contact person for subsidy-related services as needed. The SFAF Non-Medical Case Manager will also provide brief updates to the CoE case manager, and work in coordination with them as necessary.
6. Re-certify clients' eligibility for the program on an annual basis, with the assistance of the CoE case managers.
7. Track and monitor the number of subsidies being administered and the current expenditure levels.
8. Meet with the CoE twice a year to provide budget and service provision updates, and to ensure program coordination.
9. SFAF maintains the right to provide shallow subsidy services to clients according to the program policies and procedures stipulated in the Shallow Subsidy Program Agreement and the funding contract signed with the Department of Public Health.

PARTIAL RENTAL SUBSIDIES

Housing Wait List Program (HWL)

Potential P-RSP clients are referred through the HWL. SFAF utilizes the HWL as its method for identifying, screening and referring clients to the P-RSP. When a subsidy slot becomes available, SFAF's H&B Director calls the HWL coordinator to get a number of referrals. A NMCM meets with client and reviews all information indicated on the comprehensive intake. This information assists staff to determine client's eligibility and ability to live independently. If substance use and/or mental health issues are evident at the time of intake and appear to be significant in scope, the client is referred to undergo a clinical assessment.

If the client is found to be ineligible for the program, for instance, cannot live independently, or is not imminently homeless as defined below, s/he is referred back to HWL for more appropriate housing. If the client is appropriate for the P-RSP, s/he is asked to submit additional documentation and a HQS is conducted of the client's unit.

Upon acceptance into the program, the client is tagged as *Temporarily Placed* in the HWL's database, thus allowing him/her to maintain his/her original Brief Enrollment position, and insuring referral to other full rental subsidy programs or residential housing programs when space becomes available.

Previous year's experience indicates that P-RSP screening prepares clients to transfer to the STD-RSP when an opening occurs, as requested documents are checked and verified and clients' housing units have already been inspected to ensure they meet housing quality standards.

Eligibility Criteria

Program eligibility criteria will include the following:

1. Client must be a resident of San Francisco.
2. Client must verify "very low" income status as defined by HUD. The client's annual income may not exceed 50% of median income (\$37,650.00). Acceptable forms of verification may include financial statement from the public benefits source or paycheck documentation if the client is working.
3. Client's current monthly rent equals or exceeds 50% of his/her monthly income (*this eliminates the rental caps used currently for participants in the full subsidy program*). If in a roommate situation or a couple/family, the client's portion of rent must be more than 60% of his/her income.
4. Client must be able to live independently or with in-home assistance.
5. Client must have had stable housing in the apartment being considered for a partial subsidy for at least three months.
6. Client must present a signed copy of the current lease agreement indicating monthly rent, terms of the lease and number of residents. If the client's name is not on the lease, the program requires a letter from the named tenant indicating that the client is subletting from the primary lease holder and from the landlord indicating that client is a current tenant and has been for at least three months.
7. Client must provide a letter of diagnosis for disabling HIV/AIDS.
8. Client's rental unit must meet HQS regulations specified by HUD.

Financial Management

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

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

Cultural Competency

SFAF ensures that the rental subsidy programs provide culturally competent services through its ongoing staff development activities. SFAF ensures that program staff is trained to recognize, understand and respect the different cultural backgrounds of Subsidy Program participants. Spanish-speaking SFAF staff works with monolingual Spanish-speaking clients to ensure their needs are understood and met. All program promotional materials are available in English and Spanish.

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

Program Staffing

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

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

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

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

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

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

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

ARIES

Direct service Ryan White Part A (RWPA) funded agencies are required to collect and submit, through the ARIES client registration system, unduplicated client and service data on all RWPA- eligible clients receiving a RWPA-funded service. Agencies comply with ARIES policies and procedures for collecting and maintaining timely, complete and accurate unduplicated client and service information in the ARIES database.

Service data for the preceding month, including Units of Service, is entered into ARIES by the fifteenth (15th) working day of each month. The deliverables in ARIES are consistent with the information that is submitted to Housing and Urban Health on the "Month Statements of Deliverables and Invoice" form with 90 days following the month of service (to allow for corrections).

Registration data is entered into ARIES within 48 hours or two working days after data is collected so that ARIES clients is able to access services at other agencies without repeating the registration process.

This contract does not have CARE funding but utilizes the ARIES system for client data collection.

Incentive Distribution

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

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

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

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

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

Taxi Scrip: Taxi Scrips are utilized to assist clients with an urgent need. Such urgent (but non-emergency) situations could include the client who needs assistance in keeping a medical appointment and/or who, because they are in a fragile ambulatory condition need special assistance with transportation (e.g., moving from one hotel to another hotel). Clients that are medically indicated (but ambulatory and not medically

unstable enough to call 911) would be issued taxi scrip and encouraged and supported in immediately seeking support (such as medical assistance).

All vouchers are stored in a locked file cabinet located in the agency's Finance Department except a small number to be placed in a locked file cabinet in the locked chart room in the program and service area for easy access. NMCM distributes the vouchers according to the department's voucher policy and procedure. Every distributed voucher is recorded with a SFAF-voucher receipt and entered in ARIES as unit of service. The original copy of the voucher receipt is placed in client chart and the copy is placed in the locked file cabinet. H&BD Director keeps an inventory at all times.

7. Objectives and Measurements

Process Objective 1: During the fiscal year and as documented in client files, 100% of new subsidy clients will have a housing plan in place within one month of subsidy receipt.

Evaluation: The Housing and Benefits Director will review all complete service plans on a monthly bases of newly admitted clients. Biannually, the H&BD will conduct a chart and electronic record review of 15% of randomly selected current clients to monitor process and completion of objectives. Director will keep a list of chart review.

Process Objective 2: During the fiscal year and as documented in client files, program staff will refer all clients who have an anticipated exit from the program to services including but not limited to case management, housing, food, clothing, medical treatment, detox, and other services as necessary and appropriate.

Evaluation: The Housing and Benefits Director will review the referral process during the bimonthly individual supervision. Biannually, the H&BD will conduct a chart and electronic record review of 15% of randomly selected current clients to monitor process and completion of objectives. Director will keep a list of chart review.

Process Objective 3: During the fiscal year and as documented in personnel files and agency training logs, staff will receive regular training relevant to the target population and the services provided. Training topics may include but not be limited to working with homeless clients, mental illness, and substance use.

Evaluation: The Housing and Benefits Director will ensure, through regularly scheduled supervision, that staff is taking part in training opportunities relevant to the target population and will keep a log of all attended trainings. Throughout the contract year the Housing and Benefits Director, with the input from the H&B team, will identify areas that could benefit from additional training and where possible arrange for these trainings to take place and document participation.

Process Objective 4: During the fiscal year and as documented in client satisfaction survey summary notes, SFAF will administer and analyze data from client satisfaction survey at least once annually.

Evaluation: By the second quarter of the fiscal year, the annual Client Satisfaction Survey will be reviewed by the Community Advisory and Advocacy Committee and H&B team. By the third quarter, The H&B director will administer the survey, tabulate the data and complete a final report.

Outcome Objective 1: Within six months of initial subsidy receipt and as documented in client files, the program will stabilize the housing situation on at least 80% of program participants.

***Evaluation:** Upon every admission, NMCM conducts a comprehensive psychosocial and financial benefits assessment that helps to develop a service plan, which includes housing stabilization within six month after admission. NMCM records the housing objectives in the progress notes section in ARIES and documents the progress of each objective. The H&BD Director reviews and monitors with NMCM the results of the assessments, final services plan and progress notes during individual supervision, and twice per year review 15% of randomly selected confidential chart to evaluate clients' progress and NMCM documentation. Director uses a QA/QI chart review form and keeps a log of all reviews.*

Outcome Objective 2: By the end of the fiscal year and as documented in client files, 80% of subsidy recipients who have secured housing will have maintained that housing or moved to a level of care more appropriate for their needs.

***Evaluation:** The rental subsidy program performance data will be tracked in the ARIES system. The date the client is approved for a subsidy is documented in the clients' on-line record. Additionally, each month, in conjunction with the check approval process, the ARIES service line detail of those clients with active rental subsidy is updated with a unit of service for each subsidy day. These data become the tracking mechanism for later assessment.*

In July of each contract year, program staff will review the record of all clients with active subsidies as of June 30. The program's current UDC will be compared to the UDC for the program since the beginning of the contract period to measure the percentage of recipients who have remained in subsidized housing. A report, to be submitted to the DPH Program Manager by July 31 of each contract year, will include this data, as well as the aggregate totals for each of the reasons that clients have left the subsidy program.

Outcome Objective 3: By the end of the fiscal year and documented in client files, at least 75% of client who exit the program will secure independent/unsubsidized housing or other permanent supportive housing, move-in with family and friends, or transition to a level care more appropriate for their needs.

***Evaluation:** Upon every exit, NMCM enters a progress notes explaining the circumstances and indicating the reasons for client exit. H&BD Director is able to run a report to demonstrate the reason for each exit. Director submits report to DPH-HUH during the monitoring review and year end report.*

Outcome Objective 4: By the end of the fiscal year and as documented in the client satisfaction survey summary and analysis, 80% of clients who responded to an anonymous client satisfaction survey will indicate that they are either "satisfied" or "very satisfied" with program services.

***Evaluation:** The program evaluation/client satisfaction survey results are compiled into a summary report after data collection, compilation and analysis is completed. Data collection is completed by March 15th of each contract year. The summary report, which analyzes all survey data includes a description of the survey development process, survey administration methodology and a brief summary of any programmatic refinements informed by the data, is submitted to the Program Manager by June 30 of each contract year. Report supporting documentation is included the aggregate client survey responses and the text of all client comments. A copy of the survey tool, data and survey results is maintained in the agency's program department files.*

8. Continuous Quality Improvement

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

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

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

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

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

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

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

HIPAA Requirements: H&BD Director monitors compliance with six standards listed below:

Item #1: DPH Privacy Policy is integrated in the program's governing policies and procedures regarding client privacy and confidentiality.

As Measured by: Evidence that the policy and procedures that abides by the rules outlined in the DPH Privacy Policy have been adopted, approved and implemented.

Item #2: All staff who handles client health information are trained (including new hires) and annually updated in the program's privacy/confidentiality policies and procedures.

As Measured by: Documentation exists showing individuals were trained.

Item #3: A Privacy Notice that meets the requirements of the Federal Privacy Rule (HIPAA) is written and provided to all clients served in their threshold and other languages. If document is not available in the client's relevant language, verbal translation is provided.

As Measured by: Evidence in client's chart or electronic file that client was "noticed".

Item #4: A Summary of the above Privacy Notice is posted and visible in registration and common areas of treatment facility.

As Measured by: Presence and visibility of posting in said areas.

Item #5: Each disclosure of a client's health information for purposes other than treatment, payment, or operations is documented.

As Measured by: Documentation exists.

Item #6: Authorization for disclosure of a client's health information is obtained prior to release (1) to providers outside the DPH Safety Net or (2) from a substance abuse program.

As Measured by: An authorization form that meets the requirements of the Federal Privacy Rule (HIPAA) is signed and in client's chart/file.

Appendix B
Calculation of Charges

1. Method of Payment

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 supporting the period 07/01/11 – 06/30/16 may be found in the following Appendixes:

Appendix B, 07/01/11 – 06/30/16, Page 1-2	Budget Summary
Appendix B-1, 07/01/11 – 06/30/12, Pages 1-5	Rental Subsidies
Appendix B-1A, 07/01/12 – 06/30/13, Pages 1-5	Rental Subsidies
Appendix B-1B, 07/01/13 – 06/30/14, Pages 1-5	Rental Subsidies
Appendix B-1C, 07/01/14 – 06/30/15, Pages 1-5	Rental Subsidies
Appendix B-1D, 07/01/15 – 06/30/16, Pages 1-5	Rental Subsidies

B. Contractor understands that, of the maximum dollar obligation listed in Section 5 of this Agreement, **\$2,109,251** 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 funding source shall be as follows:

Original Agreement	City and County of San Francisco		
	General Fund	\$3,515,000	07/01/11 – 06/30/12
Original Agreement	City and County of San Francisco		
	General Fund	\$3,515,000	07/01/12 – 06/30/13
Original Agreement	City and County of San Francisco		
	General Fund	\$3,515,000	07/01/13 – 06/30/14
Original Agreement	City and County of San Francisco		
	General Fund	\$3,515,000	07/01/14 – 06/30/15
Original Agreement	City and County of San Francisco		
	General Fund	\$3,515,000	07/01/15 – 06/30/16
		<u>\$17,576,705</u>	
	Contingency	<u>\$2,109,205</u>	
		<u>\$19,685,910</u>	

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.

Department of Public Health Contract Budget Summary by Program
(HUH, HPS, HHS, CHPP AND MCAH)

	A	B	C	D	E	F	G	H	I	J	K	L
1	Check one:								Appendix B Page 2			
2	<input checked="" type="checkbox"/> New <input type="checkbox"/> Renewal <input type="checkbox"/> Modification								Appendix Term: 7/1/11 - 6/30/16			
3	If modification, Effective Date of Mod. No. of Mod.											
4	FISCAL YEAR: 2011-2015 SUBMISSION DATE: 1/10/11								DPH1			
5	LEGAL ENTITY/ ORGANIZATION NAME: San Francisco AIDS Foundation								VENDOR/PROVIDER NAME			
6	LEGAL ENTITY CODE: (CBHS Only)											
7	CONTRACTOR/ PROVIDER NAME: San Francisco AIDS Foundation											
8	PROGRAM/ PROVIDER NAME: Rental Subsidies / San Francisco AIDS Foundation											
9												
10	APPENDIX NUMBER (Narrative Budget)				A-1/ B-1	A-1/ B-1a	A-1/ B-1b	A-1/ B-1c	A-1/ B-1d			
11	APPENDIX TERM:				7/1/11-6/30/12	7/1/12-6/30/13	7/1/13-6/30/14	7/1/14-6/30/15	7/1/15-6/30/16	TOTALS		
12	SALARIES & EMPLOYEE BENEFITS				412,200	412,200	412,200	412,200	412,200	2,061,000		
13	OPERATING EXPENSE				2,812,884	2,812,884	2,812,884	2,812,884	2,812,884	14,064,420		
14	CAPITAL OUTLAY (COST \$5,000 AND OVER)									0		
15	SUBTOTAL DIRECT COSTS				3,225,084	3,225,084	3,225,084	3,225,084	3,225,084	16,125,420		
16	INDIRECT COST AMOUNT:				290,257	290,257	290,257	290,257	290,257	1,451,285		
17	INDIRECT RATE :				9.0%	9.0%	9.0%	9.0%	9.0%			
18	TOTAL EXPENSES:				3,515,341	3,515,341	3,515,341	3,515,341	3,515,341	17,576,705		
19												
20												
21												
22												
23	HOUSING & URBAN HEALTH (HUH) FUNDING SOURCES:											
24	General Fund				3,515,341	3,515,341	3,515,341	3,515,341	3,515,341	17,576,705		
25										0		
26	TOTAL HOUSING & URBAN TOTAL HOUSING &				3,515,341	3,515,341	3,515,341	3,515,341	3,515,341	17,576,705		
27												
28	HIV PREVENTION SECTION (HPS) FUNDING SOURCES:											
29	TOTAL HIV PREVENTION SECTION FUNDING SOURCES											
30												
31	HIV HEALTH SERVICES (HHS) FUNDING SOURCES:											
32												
33	TOTAL HIV HEALTH SERVICES FUNDING SOURCES											
34												
35	CHPP FUNDING SOURCES:											
36	TOTAL CHPP FUNDING SOURCES											
37												
38	MCAH FUNDING SOURCES:											
39	TOTAL MCAH FUNDING SOURCES											
40												
41	TOTAL REVENUES DPH AND NON-DPH											
42												
43	OTHER/ NON-DPH REVENUE											
44	CLIENT FEES											
45	PROVIDERS GRANTS											
46	IN-KIND											
47	FUND RAISING											
48	OTHERS											
49	TOTAL OTHER/ NON-DPH REVENUE											
50												
51	TOTAL REVENUES DPH AND NON-DPH											
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53	Prepared by/Phone #: Jim Kelly / 415-487-3044											

[illegible]

BUDGET JUSTIFICATION

Rental Subsidies

Salaries and Benefits

Housing & Benefits Director (HBD):

The HBD will be responsible for the overall oversight of the Housing & Benefits Department's programs and services; including its housing programs. The position will be responsible for on-going monitoring of program staff progress and the contract budget to ensure overall contract compliance, including tracking staff and program progress related to contract deliverables. The HBD will also oversee staff training and development. Additional duties include development and monitoring of long range planning.

Minimum Qualifications: M.S.W. or similar related degree; a minimum of seven years' experience in the field of human service, including a minimum of two years as program director performing such functions as program quality assurance and improvement, budget development, and community collaboration. Ability to respond quickly and articulately in a public forum.

Annual Salary \$ 87,900 x 0.64 FTE = \$56,256

Director of Government Contracts:

Responsible for coordinating all program evaluation activities, including the design, testing, implementation and analysis of all evaluation data collection in conjunction with the Housing and Benefits Director and other program staff. Will also be responsible for completion of all evaluation and reporting requirements to DPH.

Minimum Qualifications: Bachelor's degree in Social Work, Liberal Arts or related field with two years experience in health services government contracts management and negotiations; development of applications for government contracts, and contract monitoring and compliance.

Annual Salary \$ 87,900 x 0.05 FTE = \$4,395

Budget & Contracts Manager:

Prepares initial contract budget, budget revisions and modifications, and monthly contract invoices. Monitors contract spending and maintains fund accounting system. Generates periodic financial monitoring and forecasting reports.

Minimum Qualifications: College degree and three years' experience in government contract administration or accounting in a computerized non-profit accounting environment, or in lieu of a college degree six years' experience in government contract administration or accounting in a computerized non-profit accounting environment. Spreadsheet and word processing skills are required. Database management skills are preferred.

Annual Salary \$ 70,000 x 0.10 FTE = \$7,000

Housing Subsidies Administrator:

Manages the fiscal aspects of the housing subsidies program, including monitoring client subsidy eligibility and award calculations, developing spreadsheet and database systems to monitor client and landlord information and subsidy payments. Processes monthly landlord payment requests.

Minimum Qualifications: College degree and three years' experience in government contract administration or accounting in a computerized non-profit accounting environment, or in lieu of a college degree six years' experience in government contract administration or accounting in a computerized non-profit accounting environment. Spreadsheet and word processing skills are required. Database management skills are preferred.

Annual Salary \$ 60,000 x 0.25 FTE = \$15,000

Database Manager:

Responsible for the maintenance of the agencies databases. Insures data integrity for data collection & evaluation.

Minimum Qualifications: Bachelor's degree or at least five years experience in information technology programs.

Annual Salary \$ 85,000 x 0.15 FTE = \$12,750

Case Managers (CM):

Provide direct services to persons with HIV/AIDS in acquiring services needed to assist subsidy clients in maintaining stable housing, including the administration of a housing subsidy. In addition to all duties related to subsidy administration, CMs will ensure that clients obtain all needed support services, including information and referrals, as needed. Each CM will be responsible for verifying initial housing inspections and for providing housing advocacy services. Additionally, the CM will perform all individual rental share calculations for the Standard, Partial and Shallow Rental Subsidy Program clients, and assure that the inspections of all rental subsidy units have been completed. The CM will also verify admission criteria documentation, review individual income data, facilitate monthly subsidy payments, and make the shallow rental subsidy and client rental share determinations on an annual basis.

Minimum Qualifications: Two years in the provision of housing advocacy services for low income individuals accessing affordable housing; experience working with people with HIV/AIDS and knowledge of SF housing resources.

Average Annual Salary \$ 50,695 x 4.00 FTE = \$202,778

Triage Assistant (TA):

Provides administrative support to SFAF Housing & Benefits Department staff by maintaining housing client information; assisting with payment coordination; generating internal and external reports, and performance general office duties.

Minimum Qualifications: Two years of demonstrated general administrative or program assistance. High school diploma or equivalent.

Annual Salary \$ 42,106 x 0.75 FTE = \$31,581

Total Salaries		<u>\$329,760</u>
Total Fringe Benefits	25% of \$ 329,760 total	<u>\$82,440</u>
Social Security, Worker's Compensation, Health Benefits, Unemployment, State and Federal Taxes		
TOTAL SALARIES & BENEFITS		<u>\$412,200</u>

Operating Expenses

Rent:

Rental of office space at the monthly rate of \$800.00/FTE

$$\text{\$800 per month} \times 12 \text{ months} \times 5.94 \text{ FTE} = \text{\$57,024}$$

Utilities:

Telephone charges based on SFAF's monthly experience rate of \$99.70 per FTE.

$$\text{\$50 per month} \times 12 \text{ months} \times 5.94 \text{ FTE} = \text{\$3,564}$$

Total Utilities **\$60,588**

Office Supplies:

Desk supplies/postage for program staff based on the monthly experience rate of \$45.

Additional postage for client mailings estimated at \$2,380.

$$\text{\$45 per month} \times 12 \text{ months} \times 5.94 \text{ FTE} + \$2,380 = \text{\$5,588}$$

Total Materials and Supplies **\$5,588**

Cost of Operating:

Subsidies:

SFAF will provide a total of 145,270 resident days of housing for 398 clients. The UOS commitment is based on 40,150 resident days of subsidized rent for 110 shallow rental clients, 8,395 resident days for 23 partial rental clients and 96,725 resident days of standard subsidized rent for 265 clients. Subsidy amounts requested are based on SFAF's experience rates. SFAF requests \$10,000 to pay security deposits for new clients.

$$\text{Standard Subsidies} - \$688 \times 12 \times 265 = \$2,187,840$$

$$\text{Partial Subsidies} - \$400 \times 12 \times 23 = \$110,400$$

$$\text{Shallow Subsidies} - \$320 \times 12 \times 110 = \$422,400$$

$$\text{Security deposits} = \$10,000$$

Insurance:

Occupancy insurance is allocated on a cost of \$59/FTE/mo.

$$\text{\$59 per month} \times 12 \text{ months} \times 5.94 \text{ FTE} = \$4,206$$

Storage:

Rented storage space used by all SFAF departments. Includes storage of client records. Based on SFAF's monthly experience rate of \$5.30 per FTE per month.

$$\text{\$5.30 per month} \times 12 \text{ months} \times 5.94 \text{ FTE} = \$378$$

Staff Training:

Training seminars and conferences for Client Services Director and Case Managers on topics related to improving housing conditions for persons with HIV/AIDS.

$$7 \text{ seminars} \times \$500 \text{ per seminar} = \$3,500$$

Rental/Maintenance of Equipment:

Copier leases based on SFAF's monthly experience rate of \$53.00 per FTE.

Maintenance agreements for office equipment based on SFAF's monthly experience rate of \$59.00 per FTE per month.

$$\text{Rental} - \$53.00 \text{ per month} \times 12 \text{ months} \times 5.94 \text{ FTE} = \$3,778$$

$$\text{Maintenance} - \$59.00 \text{ per month} \times 12 \text{ months} \times 5.94 \text{ FTE} = \$4,206$$

Total General Fund **\$2,746,708**

TOTAL OPERATING EXPENSES

\$2,812,884

TOTAL DIRECT COSTS

\$3,225,084

INDIRECT COSTS

SFAF is requesting reimbursement of administrative costs totaling \$290,257 which is nine percent (9%) of the contract's direct expenses. This amount will partially reimburse SFAF, which currently spends approximately 17% of its resources on indirect expenses to manage its programs. Administrative resources, which will be expended as the management of the contract requires, include such expenses as the salaries, benefits and operating expenses of, the Finance and Administrative Director, Controller, Assistant Controller, Accountant, Payables Accountant, Budget Director, Office Services Manager, Office Assistant, Receptionist, Information Services Manager and the Chief Executive Officer and his assistants.

TOTAL INDIRECT COSTS

\$290,257

APPENDIX TOTAL

\$3,515,341

	A	B	C	D	E	F	G	H	I
1	Contractor Name: San Francisco AIDS Foundation						Appendix B-1a, Page 1		
2	Contract Term: 7/1/11 - 6/30/16						Appendix Term: 7/1/12 - 6/30/13		
3	Funding Source: General Fund								
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BUDGET JUSTIFICATION

Rental Subsidies

Salaries and Benefits

Housing & Benefits (HBD):

The HBD will be responsible for the overall oversight of the Housing & Benefits Department's programs and services; including its housing programs. The position will be responsible for on-going monitoring of program staff progress and the contract budget to ensure overall contract compliance, including tracking staff and program progress related to contract deliverables. The HBD will also oversee staff training and development. Additional duties include development and monitoring of long range planning.

Minimum Qualifications: M.S.W. or similar related degree; a minimum of seven years' experience in the field of human service, including a minimum of two years as program director performing such functions as program quality assurance and improvement, budget development, and community collaboration. Ability to respond quickly and articulately in a public forum.

Annual Salary \$ 87,900 x 0.64 FTE = \$56,256

Director of Government Contracts:

Responsible for coordinating all program evaluation activities, including the design, testing, implementation and analysis of all evaluation data collection in conjunction with the Housing & Benefits Director and other program staff. Will also be responsible for completion of all evaluation and reporting requirements to DPH.

Minimum Qualifications: Bachelor's degree in Social Work, Liberal Arts or related field with two years experience in health services government contracts management and negotiations; development of applications for government contracts, and contract monitoring and compliance.

Annual Salary \$ 87,900 x 0.05 FTE = \$4,395

Budget & Contracts Manager:

Prepares initial contract budget, budget revisions and modifications, and monthly contract invoices. Monitors contract spending and maintains fund accounting system. Generates periodic financial monitoring and forecasting reports.

Minimum Qualifications: College degree and three years' experience in government contract administration or accounting in a computerized non-profit accounting environment, or in lieu of a college degree six years' experience in government contract administration or accounting in a computerized non-profit accounting environment. Spreadsheet and word processing skills are required. Database management skills are preferred.

Annual Salary \$ 70,000 x 0.10 FTE = \$7,000

Housing Subsidies Administrator:

Manages the fiscal aspects of the housing subsidies program, including monitoring client subsidy eligibility and award calculations, developing spreadsheet and database systems to monitor client and landlord information and subsidy payments. Processes monthly landlord payment requests.

Minimum Qualifications: college degree and three years' experience in government contract administration or accounting in a computerized non-profit accounting environment, or in lieu of a college degree six years' experience in government contract administration or accounting in a computerized non-profit accounting environment. Spreadsheet and word processing skills are required. Database management skills are preferred.

Annual Salary \$ 60,000 x 0.25 FTE = \$15,000

Database Manager:

Responsible for the maintenance of the agencies databases. Insures data integrity for data collection & evaluation.

Minimum Qualifications: Bachelor's degree or at least five years experience in information technology programs.

Annual Salary \$ 85,000 x 0.15 FTE = \$12,750

Case Managers (CM):

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Minimum Qualifications: Two years in the provision of housing advocacy services for low income individuals accessing affordable housing; experience working with people with HIV/AIDS and knowledge of SF housing resources.

Average Annual Salary \$ 50,695 x 4.00 FTE = \$202,778

Triage Assistant (TA):

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Minimum Qualifications: Two years of demonstrated general administrative or program assistance. High school diploma or equivalent.

Annual Salary \$ 42,108 x 0.75 FTE = \$31,581

Total Salaries \$329,760

salaries = \$82,440

Social Security, Worker's Compensation, Health Benefits, Unemployment, State and Federal Taxes

TOTAL SALARIES & BENEFITS \$412,200

Operating Expenses

Rent:

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$$\$800 \text{ per month} \times 12 \text{ months} \times 5.94 \text{ FTE} = \$57,024$$

Utilities:

Telephone charges based on SFAF's monthly experience rate of \$99.70 per FTE.

$$\$50 \text{ per month} \times 12 \text{ months} \times 5.94 \text{ FTE} = \$3,564$$

$$\text{Total Office Utilities} = \$60,588$$

Office Supplies:

Desk supplies/postage for program staff based on the monthly experience rate of \$45. Additional postage for client mailings estimated at \$2,380.

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APPENDIX TOTAL

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BUDGET JUSTIFICATION

Rental Subsidies

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Annual Salary \$ 60,000 x 0.25 FTE = \$15,000

Database Manager:

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Minimum Qualifications: Two years in the provision of housing advocacy services for low income individuals accessing affordable housing; experience working with people with HIV/AIDS and knowledge of SF housing resources.

Average Annual Salary \$ 50,695 x 4.00 FTE = \$202,778

Triage Assistant (TA):

Provides administrative support to SFAF Housing & Benefits Department staff by maintaining housing client information; assisting with payment coordination; generating internal and external reports, and performance general office duties.

Minimum Qualifications: Two years of demonstrated general administrative or program assistance. High school diploma or equivalent.

Annual Salary \$ 42,108 x 0.75 FTE = \$31,581

Total Salaries \$329,760

salaries = \$82,440

Social Security, Worker's Compensation, Health Benefits, Unemployment, State and Federal Taxes

TOTAL SALARIES & BENEFITS \$412,200

Operating Expenses

Rent:

Rental of office space at the monthly rate of \$800.00/FTE

$$\$800 \text{ per month} \times 12 \text{ months} \times 5.94 \text{ FTE} = \$57,024$$

Utilities:

Telephone charges based on SFAF's monthly experience rate of \$99.70 per FTE.

$$\$50 \text{ per month} \times 12 \text{ months} \times 5.94 \text{ FTE} = \$3,564$$

Total Operating Expenses **\$60,588**

Office Supplies:

Desk supplies/postage for program staff based on the monthly experience rate of \$45. Additional postage for client mailings estimated at \$2,380.

$$\$45 \text{ per month} \times 12 \text{ months} \times 5.94 \text{ FTE} + \$2,380 = \$5,588$$

Total Materials and Supplies **\$5,588**

Subsidies:

SFAF will provide a total of 145,270 resident days of housing for 398 clients. The UOS commitment is based on 40,150 resident days of subsidized rent for 110 shallow rental clients, 8,395 resident days for 23 partial rental clients and 96,725 resident days of standard subsidized rent for 265 clients. Subsidy amounts requested are based on SFAF's experience rates. SFAF requests \$10,000 to pay security deposits for new clients.

$$\text{Standard Subsidies} - \$688 \times 12 \times 265 = \$2,187,840$$

$$\text{Partial Subsidies} - \$400 \times 12 \times 23 = \$110,400$$

$$\text{Shallow Subsidies} - \$320 \times 12 \times 110 = \$422,400$$

$$\text{Security deposits} = \$10,000$$

Insurance:

Occupancy insurance is allocated on a cost of \$59/FTE/mo.

$$\$59 \text{ per month} \times 12 \text{ months} \times 5.94 \text{ FTE} = \$4,206$$

Storage:

Rented storage space used by all SFAF departments. Includes storage of client records. Based on SFAF's monthly experience rate of \$5.30 per FTE per month.

$$\$5.30 \text{ per month} \times 12 \text{ months} \times 5.94 \text{ FTE} = \$378$$

Staff Training:

Training seminars and conferences for Client Services Director and Case Managers on topics related to improving housing conditions for persons with HIV/AIDS.

$$7 \text{ seminars} \times \$500 \text{ per seminar} = \$3,500$$

Rental/Maintenance of Equipment:

Copier leases based on SFAF's monthly experience rate of \$53.00 per FTE.

Maintenance agreements for office equipment based on SFAF's monthly experience rate of \$59.00 per FTE per month.

$$\text{Rental} - \$53.00 \text{ per month} \times 12 \text{ months} \times 5.94 \text{ FTE} = \$3,778$$

$$\text{Maintenance} - \$59.00 \text{ per month} \times 12 \text{ months} \times 5.94 \text{ FTE} = \$4,206$$

Total Rental/Maintenance of Equipment **\$2,746,708**

TOTAL OPERATING EXPENSES

\$2,812,884

TOTAL DIRECT COSTS

\$3,225,084

INDIRECT COSTS

SFAF is requesting reimbursement of administrative costs totaling \$290,257 which is nine percent (9%) of the contract's direct expenses. This amount will partially reimburse SFAF, which currently spends approximately 17% of its resources on indirect expenses to manage its programs. Administrative resources, which will be expended as the management of the contract requires, include such expenses as the salaries, benefits and operating expenses of, the Finance and Administrative Director, Controller, Assistant Controller, Accountant, Payables Accountant, Budget Director, Office Services Manager, Office Assistant, Receptionist, Information Services Manager and the Chief Executive Officer and his assistants.

TOTAL INDIRECT COSTS

\$290,257

APPENDIX TOTAL

\$3,515,341

BUDGET JUSTIFICATION

Rental Subsidies

Salaries and Benefits

Housing & Benefits Director (HBD):

The HBD will be responsible for the overall oversight of the Housing & Benefits Department's programs and services; including its housing programs. The position will be responsible for on-going monitoring of program staff progress and the contract budget to ensure overall contract compliance, including tracking staff and program progress related to contract deliverables. The HBD will also oversee staff training and development. Additional duties include development and monitoring of long range planning.

Minimum Qualifications: M.S.W. or similar related degree; a minimum of seven years' experience in the field of human service, including a minimum of two years as program director performing such functions as program quality assurance and improvement, budget development, and community collaboration. Ability to respond quickly and articulately in a public forum.

Annual Salary \$ 87,900 x 0.64 FTE = \$56,256

Director of Government Contracts:

Responsible for coordinating all program evaluation activities, including the design, testing, implementation and analysis of all evaluation data collection in conjunction with the Housing & Benefits Director and other program staff. Will also be responsible for completion of all evaluation and reporting requirements to DPH.

Minimum Qualifications: Bachelor's degree in Social Work, Liberal Arts or related field with two years experience in health services government contracts management and negotiations; development of applications for government contracts, and contract monitoring and compliance.

Annual Salary \$ 87,900 x 0.05 FTE = \$4,395

Budget & Contracts Manager:

Prepares initial contract budget, budget revisions and modifications, and monthly contract invoices. Monitors contract spending and maintains fund accounting system. Generates periodic financial monitoring and forecasting reports.

Minimum Qualifications: College degree and three years' experience in government contract administration or accounting in a computerized non-profit accounting environment, or in lieu of a college degree six years' experience in government contract administration or accounting in a computerized non-profit accounting environment. Spreadsheet and word processing skills are required. Database management skills are preferred.

Annual Salary \$ 70,000 x 0.10 FTE = \$7,000

Housing Subsidies Administrator:

Manages the fiscal aspects of the housing subsidies program, including monitoring client subsidy eligibility and award calculations, developing spreadsheet and database systems to monitor client and landlord information and subsidy payments. Processes monthly landlord payment requests.

Minimum Qualifications: college degree and three years' experience in government contract administration or accounting in a computerized non-profit accounting environment, or in lieu of a college degree six years' experience in government contract administration or accounting in a computerized non-profit accounting environment. Spreadsheet and word processing skills are required. Database management skills are preferred.

Annual Salary \$ 60,000 x 0.25 FTE = \$15,000

Database Manager:

Responsible for the maintenance of the agencies databases. Insures data integrity for data collection & evaluation.

Minimum Qualifications: Bachelor's degree or at least five years experience in information technology programs.

Annual Salary \$ 85,000 x 0.15 FTE = \$12,750

Case Managers (CM):

Provide direct services to persons with HIV/AIDS in acquiring services needed to assist subsidy clients in maintaining stable housing, including the administration of a housing subsidy. In addition to all duties related to subsidy administration, CMs will ensure that clients obtain all needed support services, including information and referrals, as needed. Each CM will be responsible for verifying initial housing inspections and for providing housing advocacy services. Additionally, the CM will perform all individual rental share calculations for the Standard, Partial and Shallow Rental Subsidy Program clients, and assure that the inspections of all rental subsidy units have been completed. The CM will also verify admission criteria documentation, review individual income data, facilitate monthly subsidy payments, and make the shallow rental subsidy and client rental share determinations on an annual basis.

Minimum Qualifications: Two years in the provision of housing advocacy services for low income individuals accessing affordable housing; experience working with people with HIV/AIDS and knowledge of SF housing resources.

Average Annual Salary \$ 50,695 x 4.00 FTE = \$202,778

Triage Assistant (TA):

Provides administrative support to SFAF Housing & Benefits Department staff by maintaining housing client information; assisting with payment coordination; generating internal and external reports, and performance general office duties.

Minimum Qualifications: Two years of demonstrated general administrative or program assistance. High school diploma or equivalent.

Annual Salary \$ 42,108 x 0.75 FTE = \$31,581

Total Salaries

\$328,760

salaries =

\$82,440

Social Security, Worker's Compensation, Health Benefits, Unemployment, State and Federal Taxes

TOTAL SALARIES & BENEFITS

\$412,200

Operating Expenses

Rent:

Rental of office space at the monthly rate of \$800.00/FTE

$$\$800 \text{ per month} \times 12 \text{ months} \times 5.94 \text{ FTE} = \$57,024$$

Utilities:

Telephone charges based on SFAF's monthly experience rate of \$99.70 per FTE.

$$\$50 \text{ per month} \times 12 \text{ months} \times 5.94 \text{ FTE} = \$3,564$$

Total Operating Expenses **\$60,588**

Office Supplies:

Desk supplies/postage for program staff based on the monthly experience rate of \$45. Additional postage for client mailings estimated at \$2,380.

$$\$45 \text{ per month} \times 12 \text{ months} \times 5.94 \text{ FTE} + \$2,380 = \$5,588$$

Total Office Supplies and Postage **\$5,588**

Subsidies:

SFAF will provide a total of 145,270 resident days of housing for 398 clients. The UOS commitment is based on 40,150 resident days of subsidized rent for 110 shallow rental clients, 8,395 resident days for 23 partial rental clients and 96,725 resident days of standard subsidized rent for 265 clients. Subsidy amounts requested are based on SFAF's experience rates. SFAF requests \$10,000 to pay security deposits for new clients.

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Insurance:

Occupancy insurance is allocated on a cost of \$59/FTE/mo.

$$\$59 \text{ per month} \times 12 \text{ months} \times 5.94 \text{ FTE} = \$4,206$$

Storage:

Rented storage space used by all SFAF departments. Includes storage of client records. Based on SFAF's monthly experience rate of \$5.30 per FTE per month.

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Training seminars and conferences for Client Services Director and Case Managers on topics related to improving housing conditions for persons with HIV/AIDS.

$$7 \text{ seminars} \times \$500 \text{ per seminar} = \$3,500$$

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$$\text{Maintenance} - \$59.00 \text{ per month} \times 12 \text{ months} \times 5.94 \text{ FTE} = \text{\$4,206}$$

Total General Operating Expenses **\$2,746,708**

TOTAL OPERATING EXPENSES

\$2,812,884

TOTAL DIRECT COSTS

\$3,225,084

INDIRECT COSTS

SFAF is requesting reimbursement of administrative costs totaling \$290,257 which is nine percent (9%) of the contract's direct expenses. This amount will partially reimburse SFAF, which currently spends approximately 17% of its resources on indirect expenses to manage its programs. Administrative resources, which will be expended as the management of the contract requires, include such expenses as the salaries, benefits and operating expenses of, the Finance and Administrative Director, Controller, Assistant Controller, Accountant, Payables Accountant, Budget Director, Office Services Manager, Office Assistant, Receptionist, Information Services Manager and the Chief Executive Officer and his assistants.

TOTAL INDIRECT COSTS

\$290,257

APPENDIX TOTAL

\$3,515,341

Appendix C

RESERVED

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**Appendix D
Additional Terms**

1. HIPAA

The parties acknowledge that City is a Covered Entity as defined in the Healthcare Insurance Portability and Accountability Act of 1996 ("HIPAA") and is therefore required to abide by the Privacy Rule contained therein. The parties further agree that Contractor falls within the following definition under the HIPAA regulations:

- ☐ A Covered Entity subject to HIPAA and the Privacy Rule contained therein; or
- ☒ A Business Associate subject to the terms set forth in Appendix E;
- ☐ Not Applicable, Contractor will not have access to Protected Health Information.

2. 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.

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.

4. EMERGENCY RESPONSE

CONTRACTOR will develop and maintain a Disaster and Emergency Response Plan containing Site Specific Emergency Response Plan(s) for each of its service sites and an agency-wide plan addressing disaster coordination between and among service sites. Such plan shall be in compliance with the Emergency Response Plan of the Department of Public Health. CONTRACTOR will update the site 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' Declaration of Compliance whether it has developed and maintained 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 site visits.

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.

Appendix E

BUSINESS ASSOCIATE ADDENDUM

This Business Associate Addendum is entered into to address the privacy and security protections for certain information as required by federal law. City and County of San Francisco is the Covered Entity and is referred to below as "CE". The CONTRACTOR is the Business Associate and is referred to below as "BA".

RECITALS

- A. CE wishes to disclose certain information to BA pursuant to the terms of the Contract, some of which may constitute Protected Health Information ("PHI") (defined below).
- B. CE and BA intend to protect the privacy and provide for the security of PHI disclosed to BA pursuant to the Contract 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 thereunder by the U.S. Department of Health and Human Services (the "HIPAA Regulations") and other applicable laws.
- C. 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(e) and 164.504(e) of the Code of Federal Regulations ("C.F.R.") and contained in this Addendum.

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

1. Definitions

- a. **Breach** shall have the meaning given to such term under the HITECH Act [42 U.S.C. Section 17921].
- b. **Business Associate** 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.
- c. **Covered Entity** 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.
- d. **Data Aggregation** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- e. **Designated Record Set** 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. **Electronic Protected Health Information** means Protected Health Information that is maintained in or transmitted by electronic media.
 - g. **Electronic Health Record** shall have the meaning given to such term in the HITECH Act, including, but not limited to, 42 U.S.C. Section 17921.
 - h. **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.
 - i. **Privacy Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and E.
 - j. **Protected Health Information or PHI** means any information, 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; and (ii) that identifies the individual or with respect to where 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. Section 164.501. Protected Health Information includes Electronic Protected Health Information [45 C.F.R. Sections 160.103, 164.501].
 - k. **Protected Information** shall mean PHI provided by CE to BA or created or received by BA on CE's behalf.
 - l. **Security Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and C.
 - m. **Unsecured PHI** 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).
2. **Obligations of Business Associate**
- a. **Permitted Uses.** BA shall not use Protected Information except for the purpose of performing BA's obligations under the Contract and as permitted under the Contract and Addendum. 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 (i) for the proper management and administration of BA, (ii) to carry out the legal responsibilities of BA, or (iii) for Data Aggregation purposes for the Health Care Operations of CE [45 C.F.R. Sections 164.504(e)(2)(i), 164.504(e)(2)(ii)(A) and 164.504(e)(4)(i)].
 - b. **Permitted Disclosures.** BA shall not disclose Protected Information except for the purpose of performing BA's obligations under the Contract and as permitted under the Contract and Addendum. 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 (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 for 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 Addendum and only disclosed 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 of confidentiality of the Protected Information, to the extent it has obtained knowledge of such breach [42 U.S.C. Section 17932; 45 C.F.R. Sections 164.504(e)(2)(i), 164.504(e)(2)(i)(B), 164.504(e)(2)(ii)(A) and 164.504(e)(4)(ii)].

- c. **Prohibited Uses and Disclosures.** 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 PHI solely relates 42 U.S.C. Section 17935(a). 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); however, this prohibition shall not affect payment by CE to BA for services provided pursuant to the Contract.
- d. **Appropriate Safeguards.** BA shall implement appropriate safeguards as are necessary to prevent the use or disclosure of Protected Information otherwise than as permitted by the Contract or Addendum, including, but not limited to, administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the Protected Information, in accordance with 45 C.F.R Section 164.308(b)]. BA shall comply with the policies and procedures and documentation requirements of the HIPAA Security Rule, including, but not limited to, 45 C.F.R. Section 164.316 [42 U.S.C. Section 17931]
- e. **Reporting of Improper Access, Use or Disclosure.** BA shall report to CE in writing of any access, use or disclosure of Protected Information not permitted by the Contract and Addendum, and any Breach of Unsecured PHI of which it becomes aware without unreasonable delay and in no case later than 10 calendar days after discovery [42 U.S.C. Section 17921; 45 C.F.R. Section 164.504(e)(2)(ii)(C); 45 C.F.R. Section 164.308(b)].
- f. **Business Associate's Agents.** BA shall ensure that any agents, including subcontractors, to whom it provides Protected Information, agree in writing to the same restrictions and conditions that apply to BA with respect to such PHI. If BA creates, maintains, receives or transmits electronic PHI on behalf of CE, then BA shall implement the safeguards required by paragraph c above with respect to Electronic PHI [45 C.F.R. Section 164.504(e)(2)(ii)(D); 45 C.F.R. Section 164.308(b)]. BA shall implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation (see 45 C.F.R. Sections 164.530(f) and 164.530(e)(1)).
- g. **Access to Protected Information.** BA shall make Protected Information maintained by BA or its agents or subcontractors available to CE for inspection

and copying within ten (10) days of a request by CE to enable CE to fulfill its obligations under 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 an Electronic Health Record, BA shall provide such information in electronic format to enable CE to fulfill its obligations under the HITECH Act, including, but not limited to, 42 U.S.C. Section 17935(e).

- h. Amendment of PHL.** Within ten (10) days of receipt of a request from CE for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, BA or its agents or subcontractors shall make such Protected Information available to CE for amendment and incorporate any such amendment to enable CE to fulfill its obligation under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.526. If any 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. Any approval or denial of amendment of Protected Information maintained by BA or its agents or subcontractors shall be the responsibility of CE [45 C.F.R. Section 164.504(e)(2)(ii)(F)].
- i. Accounting Rights.** Within ten (10) calendar days of notice by CE of a request for an accounting for 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 or 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 or subcontractors for at least six (6) 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 and is subject to this requirement. 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. In the event that the request for an accounting is delivered directly to BA or its agents or subcontractors, BA shall within five (5) calendar days of a request forward it to CE in writing. It shall be CE's responsibility to prepare and deliver any such accounting requested. BA shall not disclose any Protected Information except as set forth in Sections 2.b. of this Addendum [45 C.F.R. Sections 164.504(e)(2)(ii)(G) and 165.528]. The provisions of this subparagraph h shall survive the termination of this Agreement.
- j. 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 the

Privacy Rule [45 C.F.R. Section 164.504(e)(2)(ii)(H)]. BA shall provide to CE a copy of any Protected Information that BA provides to the Secretary concurrently with providing such Protected Information to the Secretary.

- k. Minimum Necessary.** BA (and its agents or subcontractors) shall request, use and disclose only the minimum amount of Protected Information necessary to accomplish the purpose of the request, use or disclosure. [42 U.S.C. Section 17935(b); 45 C.F.R. Section 164.514(d)(3)] 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."
- l. Data Ownership.** BA acknowledges that BA has no ownership rights with respect to the Protected Information.
- m. Business Associate's Insurance.** BA shall maintain a sufficient amount of insurance to adequately address risks associated with BA's use and disclosure of Protected Information under this Addendum.
- n. Notification of Breach.** During the term of the Contract, BA shall notify CE within twenty-four (24) hours of any suspected or actual breach of security, intrusion or unauthorized use or disclosure of PHI of which BA becomes aware and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations. BA shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.
- o. Breach Pattern or Practice by Covered Entity.** Pursuant to 42 U.S.C. Section 17934(b), if the BA knows of a pattern of activity or practice of the CE that constitutes a material breach or violation of the CE's obligations under the Contract or Addendum or other arrangement, the BA must take reasonable steps to cure the breach or end the violation. If the steps are unsuccessful, the BA must terminate the Contract or other arrangement if feasible, or if termination is not feasible, report the problem to the Secretary of DHHS. BA shall provide written notice to CE of any pattern of activity or practice of the CE that BA believes constitutes a material breach or violation of the CE's obligations under the Contract or Addendum or other arrangement 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.
- p. Audits, Inspection and Enforcement.** Within ten (10) calendar days of a written request by CE, BA and its agents or subcontractors shall allow CE to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies and procedures relating to the use or disclosure of Protected Information pursuant to this Addendum for the purpose of determining whether BA has complied with this Addendum; provided, however, that (i) BA and CE shall mutually agree in advance upon the scope, timing and location of such an inspection, (ii) CE shall protect the confidentiality of all confidential and proprietary information of BA to which CE has access during the course of such inspection; and (iii) CE shall execute a nondisclosure agreement, upon terms

mutually agreed upon by the parties, if requested by BA. The fact that CE inspects, or fails to inspect, or has the right to inspect, BA's facilities, systems, books, records, agreements, policies and procedures does not relieve BA of its responsibility to comply with this Addendum, nor does CE's (i) failure to detect or (ii) detection, but failure to notify BA or require BA's remediation of any unsatisfactory practices, constitute acceptance of such practice or a waiver of CE's enforcement rights under the Contract or Addendum, BA shall notify CE within ten (10) calendar days of learning that BA has become the subject of an audit, compliance review, or complaint investigation by the Office for Civil Rights.

3. **Termination**

- a. **Material Breach.** A breach by BA of any provision of this Addendum, as determined by CE, shall constitute a material breach of the Contract and shall provide grounds for immediate termination of the Contract, any provision in the Contract to the contrary notwithstanding. [45 C.F.R. Section 164.504(e)(2)(iii)].
- b. **Judicial or Administrative Proceedings.** CE may terminate the Contract, effective immediately, if (i) BA is named as a 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 Contract for any reason, BA shall, at the option of CE, return or destroy all Protected Information that BA or its agents or 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 of Section 2 of this Addendum to such information, and limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible [45 C.F.R. Section 164.504(e)(ii)(2)(I)]. If CE elects destruction of the PHI, BA shall certify in writing to CE that such PHI has been destroyed.

4. **Limitation of Liability**

Any limitations of liability as set forth in the contract shall not apply to damages related to a breach of the BA's privacy or security obligations under the Contract or Addendum.

5. **Disclaimer**

CE makes no warranty or representation that compliance by BA with this Addendum, HIPAA, the HITECH Act, or the HIPAA Regulations 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.

6. Certification

To the extent that CE determines that such examination is necessary to comply with CE's legal obligations pursuant to HIPAA relating to certification of its security practices, CE or its authorized agents or contractors, may, at CE's expense, examine BA's facilities, systems, procedures and records as may be necessary for such agents or contractors to certify to CE the extent to which BA's security safeguards comply with HIPAA, the HITECH Act, the HIPAA Regulations or this Addendum.

7. Amendment

- a. 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 Contract or Addendum may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule and other applicable 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 Addendum embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule or other applicable laws. CE may terminate the Contract upon thirty (30) calendar days written notice in the event (i) BA does not promptly enter into negotiations to amend the Contract or Addendum when requested by CE pursuant to this Section or (ii) BA does not enter into an amendment to the Contract or Addendum providing assurances regarding the safeguarding of PHI that CE, in its sole discretion, deems sufficient to satisfy the standards and requirements of applicable laws.

8. Assistance in Litigation or Administrative Proceedings

BA shall make itself, and any subcontractors, employees or agents assisting BA in the performance of its obligations under the Contract or Addendum, available to CE, at no cost to CE, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against CE, its directors, officers or employees based upon a claimed violation of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule, or other laws relating to security and privacy, except where BA or its subcontractor, employee or agent is a named adverse party.

9. No Third-Party Beneficiaries

Nothing express or implied in the Contract or Addendum is intended to confer, nor shall anything herein confer, upon any person other than CE, BA and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

10. Effect on Contract

Except as specifically required to implement the purposes of this Addendum, or to the extent inconsistent with this Addendum, all other terms of the Contract shall remain in force and effect.

11. Interpretation

The provisions of this Addendum shall prevail over any provisions in the Contract that may conflict or appear inconsistent with any provision in this Addendum. This Addendum and the Contract shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule. The parties agree that any ambiguity in this Addendum shall be resolved in favor of a meaning that complies and is consistent with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule.

12. Replaces and Supersedes Previous Business Associate Addendums or Agreements

This Business Associate Addendum replaces and supersedes any previous business associate addendums or agreements between the parties hereto.

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

APPENDIX F1
Appendix Term: 7/1/11 - 6/30/12
PAGE A

Contractor: San Francisco AIDS Foundation
Address: File 72635 P. O. Box 60000
San Francisco, CA 94160-2635

Telephone: 415-487-3000
Fax: 415-487-3009

HUH

Program Name: Housing Subsidies

ACE Control #: 123ABC45DE

CMS #

7035

Invoice Number

XXXXXXXXA1JUL11

Contract Purchase Order No: DPHC10000382-01

Funding Source: General Fund

Grant Code/Detail: N/A / N/A

Project Code/Detail: N/A

Invoice Period: 07/1/11 - 07/31/11

FINAL Invoice (check if Yes)

DELIVERABLES	TOTAL CONTRACTED		DELIVERED THIS PERIOD		DELIVERED TO DATE		% OF TOTAL		REMAINING DELIVERABLES	
	UOS	NOC	UOS	NOC	UOS	NOC	UOS	NOC	UOS	NOC
Housing, Resident Day - Standard	86,725	285							86,725	285
Housing, Resident Day - Shallow	40,150	110							40,150	110
Housing, Resident Day - Partial	8,395	23							8,395	23

	NOC	NOC	NOC	NOC	NOC
Unduplicated Clients for Appendix	398				398

EXPENDITURES	BUDGET	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF TOTAL BUDGET	REMAINING BALANCE
Total Salaries (See Page B)	\$328,760				\$328,760.00
Fringe Benefits	\$82,440				\$82,440.00
Total Personnel Expenses	\$412,200				\$412,200.00
Operating Expenses:					
Occupancy (e.g., Rental of Property, Utilities, Building Maintenance Supplies and Repairs)	\$60,588				\$60,588.00
Materials and Supplies (e.g., Office, Postage, Printing and Repro., Program Supplies)	\$5,588				\$5,588.00
General Operating (e.g., Insurance, Staff Training, Equipment Rental/Maintenance)	\$2,746,708				\$2,746,708.00
Staff Travel (e.g., Local & Out of Town)					
Consultant/Subcontractor					
Other (e.g., Client Food, Client Travel, Client Activities and Client Supplies)					
Total Operating Expenses	\$2,812,884				\$2,812,884.00
Capital Expenditures					
TOTAL DIRECT EXPENSES	\$3,225,084				\$3,225,084.00
Indirect Expenses	\$290,257				\$290,257.00
TOTAL EXPENSES	\$3,515,341				\$3,515,341.00
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:	SFDPH Fiscal / Invoice Processing 1380 Howard Street, 4th Floor San Francisco, CA 94103 Attn: Contract Payments	By: _____ (DPH Authorized Signatory)	Date: _____
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APPENDIX F1
Appendix Term: 7/1/11 - 6/30/12
PAGE B

ACE Control #: 123ABC45DE

XXXXXXXXXA1JUL11

Project Code/Detail: N/A

FINAL invoice ☐ (check if Yes)

[illegible]

Title: _____

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

APPENDIX F1A
Appendix Term: 7/1/12 - 6/30/13
PAGE A

Contractor: **San Francisco AIDS Foundation**
Address: **File 72635 P. O. Box 60000**
San Francisco, CA 94160-2635

Telephone: **415-487-3000**
Fax: **415-487-3009**

HUH

CMS #
7035

Invoice Number
XXXXXXXXA1JUL12

Contract Purchase Order No: **DPHC10000382-01**

Funding Source: **General Fund**

Grant Code/Detail: **N/A / N/A**

Project Code/Detail: **N/A**

Program Name: **Housing Subsidies**

ACE Control #: **123ABC45DE**

Invoice Period: **07/1/12 - 07/31/12**

FINAL Invoice ☐ (check if Yes)

DELIVERABLES	TOTAL CONTRACTED		DELIVERED THIS PERIOD		DELIVERED TO DATE		% OF TOTAL		REMAINING DELIVERABLES	
	UOS	NOC	UOS	NOC	UOS	NOC	UOS	NOC	UOS	NOC
Housing, Resident Day - Standard	96,725	265							96,725	265
Housing, Resident Day - Shallow	40,150	110							40,150	110
Housing, Resident Day - Partial	8,395	23							8,395	23

	NOC	NOC	NOC	NOC	NOC
Unduplicated Clients for Appendix	398				398

EXPENDITURES	BUDGET	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF TOTAL BUDGET	REMAINING BALANCE
Total Salaries (See Page B)	\$329,760				\$329,760.00
Fringe Benefits	\$82,440				\$82,440.00
Total Personnel Expenses	\$412,200				\$412,200.00
Operating Expenses:					
Occupancy-(e.g., Rental of Property, Utilities, Building Maintenance Supplies and Repairs)	\$60,588				\$60,588.00
Materials and Supplies-(e.g., Office, Postage, Printing and Repro., Program Supplies)	\$5,588				\$5,588.00
General Operating-(e.g., Insurance, Staff Training, Equipment Rental/Maintenance)	\$2,746,708				\$2,746,708.00
Staff Travel - (e.g., Local & Out of Town)					
Consultant/Subcontractor					
Other - (e.g., Client Food, Client Travel, Client Activities and Client Supplies)					
Total Operating Expenses	\$2,812,884				\$2,812,884.00
Capital Expenditures					
TOTAL DIRECT EXPENSES	\$3,225,084				\$3,225,084.00
Indirect Expenses	\$290,257				\$290,257.00
TOTAL EXPENSES	\$3,515,341				\$3,515,341.00
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 San Francisco, CA 94103 Attn: Contract Payments	By: _____ (DPH Authorized Signatory)	Date: _____
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APPENDIX F1A
Appendix Term: 7/1/12 - 6/30/13
PAGE B

Invoice Number	XXXXXXXXXA1JUL12
Contract Purchase Order No:	DPHC10000382-01
Fund Source:	General Fund
Grant Code/Detail:	N/A / N/A
Project Code/Detail:	N/A
Invoice Period:	07/1/12 - 07/31/12
FINAL Invoice	(check if Yes)

DETAIL PERSONNEL EXPENDITURES

[illegible]

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

Certified By: _____

Date: _____

Title: _____

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

APPENDIX F1B
Appendix Term: 7/1/13 - 6/30/14
PAGE A

Contractor: San Francisco AIDS Foundation
Address: File 72835 P. O. Box 80000
San Francisco, CA 94180-2835

Telephone: 415-487-3000
Fax: 415-487-3009

HUH

CMS #

7035

Invoice Number

XXXXXXXXA1JUL13

Contract Purchase Order No: DPHC10000382-01

Funding Source: General Fund

Grant Code/Detail: N/A / N/A

Project Code/Detail: N/A

Invoice Period: 07/1/13 - 07/31/13

FINAL Invoice ☐ (check if Yes)

DELIVERABLES	TOTAL CONTRACTED		DELIVERED THIS PERIOD		DELIVERED TO DATE		% OF TOTAL		REMAINING DELIVERABLES	
	UOS	NOC	UOS	NOC	UOS	NOC	UOS	NOC	UOS	NOC
Housing, Resident Day - Standard	96,725	265							96,725	265
Housing, Resident Day - Shallow	40,150	110							40,150	110
Housing, Resident Day - Partial	8,395	23							8,395	23

	NOC	NOC	NOC	NOC	NOC
Unduplicated Clients for Appendix	398				398

EXPENDITURES	BUDGET	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF TOTAL BUDGET	REMAINING BALANCE
Total Salaries (See Page B)	\$329,760				\$329,760.00
Fringe Benefits	\$82,440				\$82,440.00
Total Personnel Expenses	\$412,200				\$412,200.00
Operating Expenses:					
Occupancy (e.g., Rental of Property, Utilities, Building Maintenance Supplies and Repairs)	\$60,588				\$60,588.00
Materials and Supplies (e.g., Office, Postage, Printing and Repro., Program Supplies)	\$5,588				\$5,588.00
General Operating (e.g., Insurance, Staff Training, Equipment Rental/Maintenance)	\$2,746,708				\$2,746,708.00
Staff Travel - (e.g., Local & Out of Town)					
Consultant/Subcontractor					
Other - (e.g., Client Food, Client Travel, Client Activities and Client Supplies)					
Total Operating Expenses	\$2,812,884				\$2,812,884.00
Capital Expenditures					
TOTAL DIRECT EXPENSES	\$3,225,084				\$3,225,084.00
Indirect Expenses	\$290,257				\$290,257.00
TOTAL EXPENSES	\$3,515,341				\$3,515,341.00
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:	SFDPH Fiscal / Invoice Processing 1380 Howard Street, 4th Floor San Francisco, CA 94103 Attn: Contract Payments	By: _____ (DPH Authorized Signatory)	Date: _____
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APPENDIX F1B
Appendix Term: 7/1/13 - 6/30/14
PAGE B

ACE Control #: 123ABC45DE

XXXXXXXA1JUL13

Project Code/Detail: N/A

FINAL Invoice ☐ (check if Yes)

[illegible]

Date: _____

Title: _____

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

APPENDIX F1C
Appendix Term: 7/1/14 - 6/30/15
PAGE A

Contractor: San Francisco AIDS Foundation
Address: File 72635 P. O. Box 60090
San Francisco, CA 94160-2635

CMS #

7035

Invoice Number

XXXXXXXXA1JUL14

Contract Purchase Order No: DPHC10000382-01

Telephone: 415-487-3000

Fax: 415-487-3009

HUH

Funding Source: General Fund

Grant Code/Detail: N/A / N/A

Project Code/Detail: N/A

Program Name: Housing Subsidies

ACE Control #: 123ABC45DE

Invoice Period: 07/1/14 - 07/31/14

FINAL Invoice (check if Yes)

DELIVERABLES	TOTAL CONTRACTED		DELIVERED THIS PERIOD		DELIVERED TO DATE		% OF TOTAL		REMAINING DELIVERABLES	
	UOS	NOC	UOS	NOC	UOS	NOC	UOS	NOC	UOS	NOC
Housing, Resident Day - Standard	96,725	265							96,725	265
Housing, Resident Day - Shallow	40,150	110							40,150	110
Housing, Resident Day - Partial	8,395	23							8,395	23

	NOC	NOC	NOC	NOC	NOC
Unduplicated Clients for Appendix	398				398

EXPENDITURES	BUDGET	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
Total Salaries (See Page B)	\$328,760				\$328,760.00
Fringe Benefits	\$62,440				\$62,440.00
Total Personnel Expenses	\$412,200				\$412,200.00
Operating Expenses:					
Occupancy (e.g., Rental of Property, Utilities, Building Maintenance Supplies and Repairs)	\$60,588				\$60,588.00
Materials and Supplies (e.g., Office, Postage, Printing and Repro., Program Supplies)	\$5,588				\$5,588.00
General Operating (e.g., Insurance, Staff Training, Equipment Rental/Maintenance)	\$2,746,708				\$2,746,708.00
Staff Travel - (e.g., Local & Out of Town)					
Consultant/Subcontractor					
Other - (e.g., Client Food, Client Travel, Client Activities and Client Supplies)					
Total Operating Expenses	\$2,812,884				\$2,812,884.00
Capital Expenditures					
TOTAL DIRECT EXPENSES	\$3,225,084				\$3,225,084.00
Indirect Expenses	\$290,257				\$290,257.00
TOTAL EXPENSES	\$3,515,341				\$3,515,341.00
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 San Francisco, CA 94103 Attn: Contract Payments	By:	_____	Date:	_____
			(DPH Authorized Signatory)		

APPENDIX F1C
Appendix Term: 7/1/14 - 6/30/15
PAGE B

FINAL invoice ☐ (check if Yes)

[illegible]

Title: _____

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

APPENDIX F1D
Appendix Term: 7/1/15 - 6/30/16
PAGE A

Contractor: San Francisco AIDS Foundation
Address: File 72635 P. O. Box 60000
San Francisco, CA 94160-2635

CMS #
7035

Invoice Number
XXXXXXXXXA1JUL15

Contract Purchase Order No: DPHC10000382-01

Telephone: 415-487-3000
Fax: 415-487-3009

HUH

Funding Source: General Fund

Grant Code/Detail: N/A / N/A

Project Code/Detail: N/A

Program Name: Housing Subsidies

ACE Control #: 123ABC45DE

Invoice Period: 07/1/15 - 07/31/15

FINAL Invoice: (check if Yes)

DELIVERABLES	TOTAL CONTRACTED		DELIVERED THIS PERIOD		DELIVERED TO DATE		% OF TOTAL		REMAINING DELIVERABLES	
	UOS	NOC	UOS	NOC	UOS	NOC	UOS	NOC	UOS	NOC
Housing, Resident Day - Standard	96,725	285							96,725	285
Housing, Resident Day - Shallow	40,150	110							40,150	110
Housing, Resident Day - Partial	8,395	23							8,395	23

	NOC	NOC	NOC	NOC	NOC
Unduplicated Clients for Appendix	398				398

EXPENDITURES	BUDGET	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
Total Salaries (See Page B)	\$329,780				\$329,780.00
Fringe Benefits	\$82,440				\$82,440.00
Total Personnel Expenses	\$412,200				\$412,200.00
Operating Expenses:					
Occupancy-(e.g., Rental of Property, Utilities, Building Maintenance Supplies and Repairs)	\$60,588				\$60,588.00
Materials and Supplies-(e.g., Office, Postage, Printing and Repro., Program Supplies)	\$5,588				\$5,588.00
General Operating-(e.g., Insurance, Staff Training, Equipment Rental/Maintenance)	\$2,746,708				\$2,746,708.00
Staff Travel - (e.g., Local & Out of Town)					
Consultant/Subcontractor					
Other - (e.g., Client Food, Client Travel, Client Activities and Client Supplies)					
Total Operating Expenses	\$2,812,884				\$2,812,884.00
Capital Expenditures					
TOTAL DIRECT EXPENSES	\$3,225,084				\$3,225,084.00
Indirect Expenses	\$280,257				\$280,257.00
TOTAL EXPENSES	\$3,515,341				\$3,515,341.00
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 San Francisco, CA 94103 Attn: Contract Payments	By:	_____	Date:	_____
			(DPH Authorized Signatory)		

APPENDIX F1D
Appendix Term: 7/1/15 - 6/30/16
PAGE 8

ACE Control #: 123ABC45DE

XXXXXXXXXA1JUL15

Contract Purchase Order No: **DPHC10000382-01**

Fund Source:	General Fund
---------------------	--------------

Grant Code/Detail: N/A / N/A

Project Code/Detail: N/A

Invoice Period: 07/1/15 - 07/31/15

FINAL Invoice ☐ (check if Yes)

[illegible]

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

Certified By: _____

Date: _____

Title: _____

Appendix 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/appellate process, (5) eliminate unnecessary requirements, (6) develop electronic processing, (7) create standardized and simplified forms, (8) establish accounting standards, (9) coordinate joint program monitoring, (10) develop standard monitoring protocols, (11) provide training for personnel, (12) conduct tiered assessments, and (13) fund cost of living increases. The report is available on the Task Force's website at http://www.sfgov.org/site/npcontractingtf_index.asp?id=1270. 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.

Appendix H

INSURANCE CERTIFICATES



CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 1

DATE (MM/DD/YYYY)
07/08/2011

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 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 Willis Insurance Services of California, Inc. 26 Century Blvd. P. O. Box 305191 Nashville, TN 37230-5191	CONTACT NAME: PHONE (A/C NO. EXT): 877-945-7378 FAX (A/C NO.): 888-467-2378 E-MAIL: certificates@willis.com ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
INSURED San Francisco AIDS Foundation 1035 Market St., #400 Attn: Controller San Francisco, CA 94103	INSURER A: Nonprofits' Insurance Alliance of Califor C0815-100	
	INSURER B: Cypress Insurance Company 10855-000	
	INSURER C:	
	INSURER D:	
	INSURER E:	
INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 16266985

REVISION NUMBER: See Remarks

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 INSR	SUBR M/D	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <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"/> PRO-JECT <input type="checkbox"/> LOC	Y		201100950	4/1/2011	4/1/2012	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 \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALLOWED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	Y		201100950	4/1/2011	4/1/2012	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 checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y		201100950UMB	4/1/2011	4/1/2012	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
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	3300057174111	7/1/2011	7/1/2012	<input checked="" type="checkbox"/> WC STATUS <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	Social Service Professional Liability			201100950	4/1/2011	4/1/2012	\$1,000,000 Each Wrongful \$3,000,000 Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach Acord 101, Additional Remarks Schedule, if more space is required)

THIS VOIDS AND REPLACES PREVIOUSLY ISSUED CERTIFICATE DATED: 7/7/2011 WITH ID: 16262787

City & County of San Francisco, its Officers, Agents, Employees and Representatives are named as Additional Insureds.

Such insurance as is afforded by this policy is Primary insurance and no other insurance of the Additional Insureds will be called upon to contribute to a loss.

CERTIFICATE HOLDER**CANCELLATION**

San Francisco Department of Public Health
Population Health & Prevention Contracts Unit
25 Van Ness Ave, Suite 500
San Francisco, CA 94102

AUTHORIZED REPRESENTATIVE

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

Coll:3414041 Tpl:1297893 Cert:16266985 ©1988-2010 ACORD CORPORATION. All rights reserved.

Policy Number: 201100950
LIABILITY

COMMERCIAL GENERAL

CG 20 12 07 98

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED-
STATE OR POLITICAL SUBDIVISIONS-PERMITS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

State or Political Subdivision:

City & County of San Francisco, its Officers, Agents, Employees and Representatives

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

Section II - Who Is An Insured is amended to include as an insured any state 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 political subdivision has issued a permit.

2. This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal injury" and "advertising injury" arising out of operations performed for the state or municipality; or
- b. "Bodily injury" or "property damage," included within the "products-completed operations hazards."



NONPROFITS' INSURANCE ALLIANCE OF CALIFORNIA
P.O. Box 8507, Santa Cruz, CA 95061

POLICY CHANGE
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMPANY: Nonprofits' Insurance Alliance of California

(00950)

POLICY NUMBER: 2011-00950-NPO

NAMED INSURED: San Francisco AIDS Foundation

POLICY CHANGE EFFECTIVE: 08/01/2011

COVERAGE PART AFFECTED: BUSINESS AUTO

POLICY CHANGE#: 4

Page 1

The following additional insured(s)/loss payee(s) is/are hereby added to read:

Veh # VIN # Additional Insured - NIAC-A1

ALL City and County of San Francisco - SFMTA
1 South Van Ness Avenue, 7th Floor
San Francisco, CA 94103

Veh # VIN # Additional Insured - NIAC-A1

ALL San Francisco Department Of Public Health
25 Van Ness Avenue, Suite 500
San Francisco, CA 94102

CONTINUED

NONPROFITS' INSURANCE ALLIANCE OF CALIFORNIA
POLICY ENDORSEMENT

CONTROL NUMBER: 00950
POLICY NUMBER: 2011-00950-NPO
AGENCY NAME: San Francisco AIDS Foundation

Page 2

POLICY CHANGE NUMBER: 4

All other terms, limits and conditions remain the same.

ADDITIONAL PREMIUM:	\$0
RETURN PREMIUM:	\$0
TOTAL PREMIUM:	\$0



07/07/2011

AUTHORIZED SIGNATURE

(000001)

