

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

FIRST Amendment

This AMENDMENT (this "Amendment") is made as of July 1, 2016, in San Francisco, California, by and between San Francisco AIDS Foundation ("Contractor"), and the City and County of San Francisco, a municipal corporation ("City"), acting by and through its Director of the Office of Contract Administration.

RECITALS

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

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

WHEREAS, approval for this Amendment was obtained when the Civil Service Commission approved Contract Number 2000 03/04, on January 7, 2013;

NOW THEREFORE, Contractor and the City agree as follows:

1. Definitions. The following definitions shall apply to this Amendment:

1a. Agreement. The term "Agreement" shall mean the Original Agreement dated July 1, 2011, (BPHC12000048), between Contractor and City

1b. Contract Monitoring Division. Contract Monitoring Division. Effective July 28, 2012, with the exception of Sections 14B.9(D) and 14B.17(F), all of the duties and functions of the Human Rights Commission under Chapter 14B of the Administrative Code (LBE Ordinance) were transferred to the City Administrator, Contract Monitoring Division ("CMD"). Wherever "Human Rights Commission" or "HRC" appears in the Agreement in reference to Chapter 14B of the Administrative Code or its implementing Rules and Regulations, it shall be construed to mean "Contract Monitoring Division" or "CMD" respectively.

1c. Other Terms. Terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Agreement.

2. Modifications to the Agreement. The Agreement is hereby modified as follows:

a. Section 2 Term of the Agreement, currently reads as follows:

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

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

2. Term of the Agreement. Subject to Section 1, the term of this Agreement shall be from July 1, 2011 to June 30, 2021.

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

b. Section 4. Services Contractor Agrees to Perform, is hereby amended in its entirety to read as follows:

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

c. Section 5 Compensation, of the Agreement currently reads as follows:

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.

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

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 Thirty-Nine Million Nine Hundred Thirty-Eight Thousand Five Hundred Seventeen DOLLARS (\$39,938,517). 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.

d. Section 8. Submitting False Claims; Monetary Penalties, is hereby amended in its entirety to read as follows:

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. 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.

e. Section 14. Independent Contractor; Payment of Taxes and Other Expenses, is hereby amended in its entirety to read as follows:

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

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, Contractor agrees to indemnify and save harmless City and its officers, agents and employees from, and, if requested, shall defend them against any and all claims, losses, costs, damages, and expenses, including attorney's fees, arising from this section.

f. Section 15. Insurance, is hereby amended in its entirety to read as follows:

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 and \$2,000,000 general aggregate 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 the Services.

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

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

d. 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.

e. 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.

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

g. Reserved .

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

g. Section 16. Indemnification, is hereby amended in its entirety to read as follows:

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. Contractor shall also indemnify, defend and hold harmless from all suits or claims or administrative proceedings for breaches of federal and/or state law regarding the privacy of health information, electronic records or related topics, arising directly or indirectly from Contractor's performance of this Agreement, except where such breach is the result of the active negligence or willful misconduct of City.

h. Section 18. Liability of City, is hereby amended in its entirety to read as follows:

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 (COMPENSATION) 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.

i. Section 19. Liquidated damages, is hereby amended in its entirety to read as follows:

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

j. Section 20. Default; Remedies, is hereby amended in its entirety to read as follows:

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:

- | | |
|---|--|
| 8. Submitting False Claims; Monetary Penalties. | 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 | And, item 1 of Appendix D attached to this Agreement |

63. Protected Health Information

(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.

k. Section 25. Notice to the Parties, is hereby amended in its entirety to read as follows:

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: Irene.carmona@sfdph.org

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

FAX: (415) 554-2642
e-mail: margot.antonetty@sfdph.org

To Contractor: **SAN FRANCISCO AIDS FOUNDATION**
For Notices: 1035 Market Street, 400
San Francisco, CA 94103

FAX: (415) 487-3059
e-mail: rhill@sfaf.org

For Payments: Same as For Notices

Any notice of default must be sent by registered mail.

1. Section 32. Earned Income Credit (EIC) Forms, is hereby amended in its entirety to read as follows:

32. Consideration of Criminal History in Hiring and Employment Decisions.

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

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

c. Contractor shall incorporate by reference in all subcontracts the provisions of Chapter 12T, 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.

d. Contractor or Subcontractor shall not inquire about, require disclosure of, or if such information is received, base an Adverse Action on an applicant's or potential applicant for employment's, or employee's: (1) Arrest not leading to a Conviction, unless the Arrest is undergoing an active pending criminal investigation or trial that has not yet been resolved; (2) participation in or completion of a diversion or a deferral of judgment program; (3) a Conviction that has been judicially dismissed, expunged, voided, invalidated, or otherwise rendered inoperative; (4) a Conviction or any other adjudication in the juvenile justice system; (5) a Conviction that is more than seven years old, from the date of sentencing; or (6) information pertaining to an offense other than a felony or misdemeanor, such as an infraction.

e. Contractor or Subcontractor shall not inquire about or require applicants, potential applicants for employment, or employees to disclose on any employment application the facts or details of any conviction history, unresolved arrest, or any matter identified in subsection, above. Contractor or Subcontractor shall not require such disclosure or make such inquiry until either after the first live interview with the person, or after a conditional offer of employment.

f. Contractor or Subcontractor shall state in all solicitations or advertisements for employees that are reasonably likely to reach persons who are reasonably likely to seek employment to be performed under this Agreement, that the Contractor or Subcontractor will consider for employment qualified applicants with criminal histories in a manner consistent with the requirements of Chapter 12T.

g. Contractor and Subcontractors shall post the notice prepared by the Office of Labor Standards Enforcement (OLSE), available on OLSE's website, in a conspicuous place at every workplace, job site, or other location under the Contractor or Subcontractor's control at which work is being done or will be done in furtherance of the performance of this Agreement. The notice shall be posted in English, Spanish, Chinese, and any language spoken by at least 5% of the employees at the workplace, job site, or other location at which it is posted.

h. Contractor understands and agrees that if it fails to comply with the requirements of Chapter 12T, the City shall have the right to pursue any rights or remedies available under Chapter 12T, including but not limited to, a penalty of \$50 for a second violation and \$100 for a subsequent violation for each employee, applicant or other person as to whom a violation occurred or continued, termination or suspension in whole or in part of this Agreement.

m. Section 49. Administrative Remedy for Agreement Interpretation, is hereby amended in its entirety to read as follows:

49. Administrative Remedy for Agreement Interpretation

a. Negotiation; Alternative Dispute Resolution. The parties will attempt in good faith to resolve any dispute or controversy arising out of or relating to the performance of services under this Agreement by negotiation. The status of any dispute or controversy notwithstanding, Contractor shall proceed diligently with the performance of its obligations under this Agreement in accordance with the Agreement and the written directions of the City. If agreed by both parties in writing, disputes may be resolved by a mutually agreed-upon alternative dispute resolution process. Neither party will be entitled to legal fees or costs for matters resolved under this section.

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

n. Section 55. Supervision of Minors, is hereby amended in its entirety to read as follows:

55. Supervision of Minors. In accordance with California Public Resources Code Section 5164, if Contractor, or any subcontractor, is providing services at a City park, playground, recreational center or beach, Contractor shall not hire, and shall prevent its subcontractors from hiring, any person for employment or a volunteer position in a position having supervisory or disciplinary authority over a minor if that person has been convicted of any offense listed in Public Resources Code Section 5164. In addition, if Contractor, or any subcontractor, is providing services to the City involving the supervision or discipline of minors. Contractor and any subcontractor shall comply with any and all applicable requirements under federal or state law mandating criminal history screening for positions involving the supervision of minors. In the event of a conflict between this section and Section 32, "Consideration of Criminal History in Hiring and Employment Decisions," of this Agreement, this section shall control.

o. Section 58. Graffiti Removal, is hereby amended in its entirety to read as follows:

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

p. Section 60. Slavery era disclosure, is hereby amended in its entirety to read as follows:

60. Reserved. (Slavery era disclosure)

q. Section 63. Additional Terms, is hereby amended in its entirety to read as follows:

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

r. Add Section 64 Additional Terms, to this Agreement as Amended to read as follows:

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

The Appendices listed below are Amended as follows:

s. **Delete Appendix A, and replace in its entirety with Appendix A to Agreement as amended. Dated: Amendment 7/01/2016.**

t. **Delete Appendix A-1 , and replace in its entirety with Appendix A-1 to Agreement as amended. Dated: Amendment 7/01/2016.**

u. **Delete Appendix B, and replace in its entirety with Appendix B to Agreement as amended. Dated: Amendment 7/01/2016.**

v. **Add Appendix B-1e to Agreement as amended. Dated: Amendment 7/01/2016.**

w. **Add Appendix B-1f to Agreement as amended. Dated: Amendment 7/01/2016.**

x. **Add Appendix B-1g to Agreement as amended. Dated: Amendment 7/01/2016.**

y. **Add Appendix B-1h to Agreement as amended. Dated: Amendment 7/01/2016.**

z. **Add Appendix B-1i to Agreement as amended. Dated: Amendment 7/01/2016.**

aa. **Delete Appendix D, and replace in its entirety with Appendix D to Agreement as amended. Dated: Amendment 7/01/2016..**

bb. **Delete Appendix E, and replace in its entirety with Appendix E (BAA-version 10/29/15) to Agreement as amended. Dated: (BAA-version 10/29/15).**

cc. **Add Appendix F-1e, to Agreement as amended. Dated: Amendment 7/01/2016.**

dd. **Add Appendix F-1f, to Agreement as amended. Dated: Amendment 7/01/2016.**

ee. **Add Appendix F-1g, to Agreement as amended. Dated: Amendment 7/01/2016.**

ff. **Add Appendix F-1h, to Agreement as amended. Dated: Amendment 7/01/2016.**

gg. **Add Appendix F-1i, to Agreement as amended. Dated: Amendment 7/01/2016.**

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

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


IN WITNESS WHEREOF, 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.
Director of Health

4/7/12
/ Date

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:


Deputy City Attorney

4/13/16
/ Date

Approved:


Tim L. Jones
Interim Executive Director *CEO*

4/6/15
/ Date

City vendor number: 16252

Jaci Fong
Director
Office of Contract
Administration and Purchaser

/ Date

Appendix A
Services to be provided by Contractor

1. Terms

A. Contract Administrator:

In performing the Services hereunder, Contractor shall report to Margot Antonetty, 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 – 06/30/21 may be found in the following Appendixes:

Appendix A
Appendix A-1

Program Summary
Rental Subsidies

SUMMARY

Service Provider(s):	San Francisco AIDS Foundation		
Fiscal Agency:	San Francisco AIDS Foundation		
Total Contract Amount:	\$37,611,282		
Funding Source:	General Fund		
System of Care:	Housing and Urban Health		
Provider Address:	1035 Market Street, Suite 400, San Francisco, CA 94103		
Provider Phone:	415-487-8042	Provider Fax:	415-487-3094
Contact Person:	Richard Hill, Government Contracts Manager 415-487-8042 email: rhill@sfaf.org		

Year One			
Program Name:	Rental Subsidies	Appendix A-1 and B-1	
Amount:	\$3,515,341	Funding Source: General Fund	
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	Appendix A-1 and B-1a	
Amount:	\$3,582,484	Funding Source: General Fund	
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	Appendix A-1 and B-1b	
Amount:	\$3,639,433	Funding Source: General Fund	
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	Appendix A-1 and B-1c	
Amount:	\$3,694,024	Funding Source: General Fund	

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	93,075	
	Housing Resident Days - Shallow	35,770	
	Housing Resident Days - Partial	6,935	
Number of UDC/NOC:	372	Total UOS	135,780
<hr/>			
Year Five			
Program Name:	Rental Subsidies	Appendix A-1 and B-1d	
Amount:	\$3,786,375	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	93,330	
	Housing Resident Days - Shallow	35,868	
	Housing Resident Days - Partial	6,222	
Number of UDC/NOC:	370	TOTAL UOS	135,420
<hr/>			
Year Six			
Program Name:	Rental Subsidies	Appendix A-1 and B-1e	
Amount:	\$3,786,375	Funding Source: General Fund	
Year Six Term:	7.01.16 – 6.30.17		
Definition and # of UOS:	A UOS is defined as a rental subsidy day		
	Housing Resident Days - Standard	93,075	
	Housing Resident Days - Shallow	35,770	
	Housing Resident Days - Partial	6,205	
Number of UDC/NOC:	370	TOTAL UOS	135,420
<hr/>			
Year Seven			
Program Name:	Rental Subsidies	Appendix A-1 and B-1f	
Amount:	\$3,786,375	Funding Source: General Fund	
Year Seven Term:	7.01.17 – 6.30.18		
Definition and # of UOS:	A UOS is defined as a rental subsidy day		
	Housing Resident Days - Standard	93,075	
	Housing Resident Days - Shallow	35,770	
	Housing Resident Days - Partial	6,2205	
Number of UDC/NOC:	370	TOTAL UOS	135,420
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Year Eight			
Program Name:	Rental Subsidies	Appendix A-1 and B-1g	
Amount:	\$3,786,375	Funding Source: General Fund	
Year Eight Term:	7.01.18 – 6.30.19		
Definition and # of UOS:	A UOS is defined as a rental subsidy day		
	Housing Resident Days - Standard	93,075	
	Housing Resident Days - Shallow	35,770	
	Housing Resident Days - Partial	6,205	

Number of UDC/NOC:	370	TOTAL UOS	135,420
Year Nine			
Program Name:	Rental Subsidies	Appendix A-1 and B-1h	
Amount:	\$3,786,375	Funding Source: General Fund	
Year Nine Term:	7.01.19 – 6.30.20		
Definition and # of UOS:	A UOS is defined as a rental subsidy day		
	Housing Resident Days - Standard		93,330
	Housing Resident Days - Shallow		35,868
	Housing Resident Days - Partial		6,222
Number of UDC/NOC:	370	TOTAL UOS	135,420
Year Ten			
Program Name:	Rental Subsidies	Appendix A-1 and B-1i	
Amount:	\$3,786,375	Funding Source: General Fund	
Year Ten Term:	7.01.20 – 6.30.21		
Definition and # of UOS:	A UOS is defined as a rental subsidy day		
	Housing Resident Days - Standard		93,075
	Housing Resident Days - Shallow		35,770
	Housing Resident Days - Partial		6,205
Number of UDC/NOC:	370	TOTAL UOS	135,420
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. Identifiers:

Program Name: SFAF – Housing Rental Subsidies
Program Address: 1035 Market Street, Suite 400
City, State, Zip Code: San Francisco, CA 94103
Telephone: (415) 487-8042
Facsimile: (415) 487-3094

Contractor Address: [same as above]
City, State, Zip Code: [same as above]
Name of Person Completing this Narrative: Richard Hill, Government Contracts Director
Telephone: (415) 487-8042

Program Code(s): N/A

2. Nature of Document:

☐ 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 (through SFAF's DREAM Program), that helps them 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 HIV Housing Referral List (HHRL). 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 HHRL 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-RSP 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

<u>Unit of Service Description</u> – 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

<u>Unit of Service Description</u> – 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

Unit of Service Description – Housing Subsidy	Units of Service (UOS)	Number of Clients (NOC)	Unduplicated Clients (UDC)
Housing, Resident Days – Standard 255 clients x 365 days = 93,075 Rental Subsidy Days	93,075	255	255
Housing, Resident Days – Shallow 98 clients x 365 days = 35,770 Rental Subsidy Days	35,770	98	98
Housing, Resident Days – Partial 19 clients x 365 days = 6,935 Rental Subsidy Days	6,935	19	19
Total UOS to be delivered	135,780		
Total UDC to be delivered			372

General Fund: 7/1/2015 – 6/30/2016

Unit of Service Description – Housing Subsidy	Units of Service (UOS)	Number of Clients (NOC)	Unduplicated Clients (UDC)
Housing, Resident Days – Standard 255 clients x 366 days = 93,330 Rental Subsidy Days	93,330	255	255
Housing, Resident Days – Shallow 98 clients x 366 days = 35,868 Rental Subsidy Days	35,868	98	98
Housing, Resident Days – Partial 17 clients x 366 days = 6,222 Rental Subsidy Days	6,222	17	17
Total UOS to be delivered	135,420		
Total UDC to be delivered			370

General Fund: 7/1/2016 – 6/30/2017

Unit of Service Description – Housing Subsidy	Units of Service (UOS)	Number of Clients (NOC)	Unduplicated Clients (UDC)
Housing, Resident Days – Standard 255 clients x 365 days = 93,330 Rental Subsidy Days	93,075	255	255
Housing, Resident Days – Shallow 98 clients x 365 days = 35,868 Rental Subsidy Days	35,770	98	98
Housing, Resident Days – Partial 17 clients x 365 days = 6,222 Rental Subsidy Days	6,205	17	17
Total UOS to be delivered	135,420		
Total UDC to be delivered			370

General Fund: 7/1/2017 – 6/30/2018

Unit of Service Description – Housing Subsidy	Units of Service (UOS)	Number of Clients (NOC)	Unduplicated Clients (UDC)
Housing, Resident Days – Standard 255 clients x 365 days = 93,330 Rental Subsidy Days	93,075	255	255
Housing, Resident Days – Shallow 98 clients x 365 days = 35,868 Rental Subsidy Days	35,770	98	98
Housing, Resident Days – Partial 17 clients x 365 days = 6,222 Rental Subsidy Days	6,205	17	17
Total UOS to be delivered	135,420		

General Fund: 7/1/2018 – 6/30/2019

Unit of Service Description – Housing Subsidy	Units of Service (UOS)	Number of Clients (NOC)	Unduplicated Clients (UDC)
Housing, Resident Days – Standard 255 clients x 365 days = 93,330 Rental Subsidy Days	93,075	255	255
Housing, Resident Days – Shallow 98 clients x 365 days = 35,868 Rental Subsidy Days	35,770	98	98
Housing, Resident Days – Partial 17 clients x 365 days = 6,222 Rental Subsidy Days	6,205	17	17
Total UOS to be delivered	135,420		
Total UDC to be delivered			370

General Fund: 7/1/2019 – 6/30/2020

<u>Unit of Service Description – Housing Subsidy</u>	Units of Service (UOS)	Number of Clients (NOC)	Unduplicated Clients (UDC)
Housing, Resident Days – Standard 255 clients x 366 days = 93,330 Rental Subsidy Days	93,330	255	255
Housing, Resident Days – Shallow 98 clients x 366 days = 35,868 Rental Subsidy Days	35,868	98	98
Housing, Resident Days – Partial 17 clients x 366 days = 6,222 Rental Subsidy Days	6,222	17	17
Total UOS to be delivered	135,420		
Total UDC to be delivered			370

General Fund: 7/1/2020 – 6/30/2021

<u>Unit of Service Description – Housing Subsidy</u>	Units of Service (UOS)	Number of Clients (NOC)	Unduplicated Clients (UDC)
Housing, Resident Days – Standard 255 clients x 365 days = 93,330 Rental Subsidy Days	93,075	255	255
Housing, Resident Days – Shallow 98 clients x 365 days = 35,868 Rental Subsidy Days	35,770	98	98
Housing, Resident Days – Partial 17 clients x 365 days = 6,222 Rental Subsidy Days	6,205	17	17
Total UOS to be delivered	135,420		
Total UDC to be delivered			370

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 HIV Housing Referral List (HHRL) 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 2015 are:

Family Unit	Income Cap	Family Unit	Income Cap
1 Person Family	\$24,650	5 Person Family	\$38,000
2 Person Family	\$28,150	6 Person Family	\$40,800
3 Person Family	\$31,650	7 Person Family	\$43,600
4 Person Family	\$35,150	8 Person Family	\$46,400

- 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 HHRL staff with updates on all individual referrals. The Housing and Benefits Director returns the referral disposition form monthly so that the HHRL 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 HHRL data are documented via a pre-placement change form by the NMCM, and submitted to the HHRL 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 HHRL 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. Then, 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 them materials, coaching and training, 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 need 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 be 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 (HBD) 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

They 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.

FY 2015 (FMR + 10%)

UNIT SIZE	RENT CAPS	UNIT SIZE	RENT CAPS
SRO	\$1,000	Two Bedroom	\$2,268
Studio	\$1,382	Three Bedroom	\$3,081
One Bedroom	\$1,798		

Assessment and Service Plan

After the subsidy has been activated in 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 a city-funded 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 Medical Center and aging out young adults from Larkin Street Youth Services (through SFAF's DREAM Program) during each contract year. Each referent is allocated slots based on referral history and size of client population served. 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 2015 figures are:

Family Unit	Income Cap	Family Unit	Income Cap
1 Person Family	\$24,650	5 Person Family	\$38,000
2 Person Family	\$28,150	6 Person Family	\$40,800
3 Person Family	\$31,650	7 Person Family	\$43,600
4 Person Family	\$35,150	8 Person Family	\$46,400

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 50% 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,
- 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. Maximum subsidy award is based on a sliding scale displayed below. The maximum subsidy is displayed in the "Maximum Award Amount" column. Participants pay a minimum of 30% of income towards rent. Their rental share also includes any remaining total rent due after 30% of income plus the maximum award amount.

Maximum Award Amount	1 person income	Couple income	Family of 3	Family of 4
\$545	\$1 - \$650	\$1 - \$900	\$1-\$1,000	\$1-\$1,075
\$510	\$651 - \$1,000	\$901 - \$1,425	\$1,001-\$1,575	\$1,076-\$1,900
\$460	\$1,001 - \$1,275	\$1,426 - \$1,950	\$1,576-\$1,900	\$1,901-\$2,300
\$425	\$1,276 - \$2,054	\$1,951 - \$2,345	\$1,901-\$2,637	\$2,301-\$2,929

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 agencies 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, HBD calls the referent agency contact person to address the concerns. If this is does not address the concerns, Director contacts referent agency director to address the issues and the final step is for Director 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

HIV Housing Referral List (HHRL)

Potential P-RSP clients are referred through the HHRL. SFAF utilizes the HHRL 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 HHRL 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 HHRL 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 HHRL'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 years' 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 (\$38,750.00). 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 (HBD) will be responsible for the overall oversight of the three subsidy programs and services. The HBD 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 HBD 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 HBD 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 CARE-funded agencies are required to collect and submit, through the ARIES client registration system, unduplicated client and service data on all CARE-eligible clients receiving a CARE-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 HBD 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 and select a small amount to place 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 in 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. HBD keeps an inventory at all times.

7. Objectives and Measurements:

All objectives, and descriptions of how objectives will be measured, are contained in the HUH document entitled HUH Performance Objectives FY16-17.

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 HBD 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: The HBD conducts a review of 15% of randomly selected subsidy participants' confidential charts and corresponding electronic record (ARIES and SFAF internal database) through regular bi-weekly chart review from all NMCM caseloads. 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.

Client Satisfaction Survey:

At least once a year, the program will administer and analyze an anonymous Client Satisfaction Survey. The results will be documented in the client satisfaction survey summary and analysis section in the Administrative Binder. Results should show that 80% of clients responding to the anonymous client satisfaction survey are either "satisfied" or "very satisfied" with program services.

HIPAA Requirements: The HBD 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 – 06/30/21 may be found in the following Appendixes:

Appendix B

Budget Summary/Rental Subsidies

B. Contractor understands that, of the maximum dollar obligation listed in Section 5 of this Agreement, **\$2,327,235** 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	CCSF General Fund	\$3,515,341	07/01/11 – 06/30/12
Original Agreement	CCSF General Fund	\$3,515,341	07/01/12 – 06/30/13
Original Agreement	CCSF General Fund	\$3,515,341	07/01/13 – 06/30/14
Original Agreement	CCSF General Fund	\$3,515,341	07/01/14 – 06/30/15
Original Agreement	CCSF General Fund	\$3,515,341	07/01/15 – 06/30/16
Internal Contract Revision #1	CCSF General Fund	\$67,143	07/01/12 – 06/30/13
Internal Contract Revision #1	CCSF General Fund	\$70,307	07/01/13 – 06/30/14
Internal Contract Revision #1	CCSF General Fund	\$70,307	07/01/14 – 06/30/15
Internal Contract Revision #1	CCSF General Fund	\$70,307	07/01/15 – 06/30/16
Internal Contract Revision #2	CCSF General Fund	\$53,785	07/01/13 – 06/30/14
Internal Contract Revision #2	CCSF General Fund	\$53,785	07/01/14 – 06/30/15
Internal Contract Revision #2	CCSF General Fund	\$53,785	07/01/15 – 06/30/16
Internal Contract Revision #3	CCSF General Fund	\$54,591	07/01/14 – 06/30/15
Internal Contract Revision #3	CCSF General Fund	\$54,591	07/01/15 – 06/30/16
Internal Contract Revision #4	CCSF General Fund	\$0	07/01/14 – 06/30/16
Internal Contract Revision #5	CCSF General Fund	\$92,351	07/01/15 – 06/30/16
Amendment #1	CCSF General Fund	\$3,878,725	07/01/16 – 06/30/17
Amendment #1	CCSF General Fund	\$3,878,725	07/01/17 – 06/30/18
Amendment #1	CCSF General Fund	\$3,878,725	07/01/18 – 06/30/19
Amendment #1	CCSF General Fund	\$3,878,725	07/01/19 – 06/30/20
Amendment #1	CCSF General Fund	\$3,878,725	07/01/20 – 06/30/21
		<u>\$37,611,282</u>	
	Contingency	<u>\$2,327,235</u>	
		<u>\$39,938,517</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 3			
2	<input type="checkbox"/> New		<input type="checkbox"/> Renewal		<input checked="" type="checkbox"/> Modification			Appendix Term: 7/1/11 - 6/30/21			
3	If modification, Effective Date of Mod. No. of Mod.										
4	FISCAL YEAR: 2011-2021 3.21.16							DPH1			
5	LEGAL ENTITY/ ORGANIZATION NAME: San Francisco AIDS Foundation							VENDOR ID (DPH USE ONLY)			
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	EXPENSES:										
13	SALARIES & EMPLOYEE BENEFITS		412,200	413,361	439,086	481,039	490,369	2,236,055			
14	OPERATING EXPENSE		2,812,884	2,873,322	2,869,489	2,877,165	2,890,323	14,323,183			
15	CAPITAL OUTLAY (COST \$5,000 AND OVER)							0			
16	SUBTOTAL DIRECT COSTS		3,225,084	3,286,683	3,308,575	3,358,204	3,380,692	16,559,238			
17	INDIRECT COST AMOUNT:		290,257	295,801	330,858	335,820	405,683	1,658,419			
18	INDIRECT RATE :		9.0%	9.0%	10.0%	10.0%	12.0%				
19	TOTAL EXPENSES:		3,515,341	3,582,484	3,639,433	3,694,024	3,786,375	18,217,657			
20											
21	REVENUES:										
22											
23	HOUSING & URBAN HEALTH (HUH) FUNDING SOURCES:										
30	General Fund		3,515,341	3,582,484	3,639,433	3,694,024	3,786,375	18,217,657			
32								0			
33	TOTAL HOUSING & URBAN TOTAL HOUSING &		3,515,341	3,582,484	3,639,433	3,694,024	3,786,375	18,217,657			
34											
35	HIV PREVENTION SECTION (HPS) FUNDING SOURCES:										
40	TOTAL HIV PREVENTION SECTION FUNDING SC		0	0	0	0	0	0			
41											
42	HIV HEALTH SERVICES (HHS) FUNDING SOURCES:										
49								0			
50	TOTAL HIV HEALTH SERVICES FUNDING SOUR		0	0	0	0	0	0			
51											
52	CHPP FUNDING SOURCES:										
61	TOTAL CHPP FUNDING SOURCES		0	0	0	0	0	0			
62											
63	MCAH FUNDING SOURCES:										
80	TOTAL MCAH FUNDING SOURCES		0	0	0	0	0	0			
81											
82	TOTAL DPH REVENUES		3,515,341	3,582,484	3,639,433	3,694,024	3,786,375	18,217,657			
83	OTHER/ NON-DPH REVENUE										
84	CLIENT FEES							0			
85	PROVIDERS GRANTS							0			
86	IN-KIND							0			
87	FUND RAISING							0			
88	OTHERS							0			
89	TOTAL OTHER/ NON-DPH REVENUE		0	0	0	0	0	0			
90											
91	TOTAL REVENUES (DPH AND NON-DP		3,515,341	3,582,484	3,639,433	3,694,024	3,786,375	18,217,657			
92	Prepared by/Phone #: Larry Zapatka / 415-487-3055										
93											

	A	B	C	D	E	F	G	H	I	J	K	L
1	Check one:								Appendix B Page 4			
2	<input type="checkbox"/> New <input type="checkbox"/> Renewal <input checked="" type="checkbox"/> Modification								Appendix Term: 7/1/11 - 6/30/21			
3	If modification, Effective Date of Mod. No. of Mod.											
4	FISCAL YEAR: 2011-2021 3.21.163/17/16								DPH1			
5	LEGAL ENTITY/ ORGANIZATION NAME: San Francisco AIDS Foundation								VENDOR ID (DPH USE ONLY)			
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-1e	A-1/ B-1f	A-1/ B-1g	A-1/ B-1h	A-1/ B-1i					
11	APPENDIX TERM:		7/1/16-6/30/17	7/1/17-6/30/18	7/1/18-6/30/19	7/1/19-6/30/20	7/1/20-6/30/21	TOTALS				
12	EXPENSES:											
13	SALARIES & EMPLOYEE BENEFITS		513,667	513,667	513,667	513,667	513,667	4,804,390				
14	OPERATING EXPENSE		2,918,833	2,918,833	2,918,833	2,918,833	2,918,833	28,917,348				
15	CAPITAL OUTLAY (COST \$5,000 AND OVER)											
16	SUBTOTAL DIRECT COSTS		3,432,500	3,432,500	3,432,500	3,432,500	3,432,500	33,721,738				
17	INDIRECT COST AMOUNT:		446,225	446,225	446,225	446,225	446,225	3,889,544				
18	INDIRECT RATE :		13.0%	13.0%	13.0%	13.0%	13.0%					
19	TOTAL EXPENSES:		3,878,725	3,878,725	3,878,725	3,878,725	3,878,725	37,611,282				
20												
21	REVENUES:											
22												
23	HOUSING & URBAN HEALTH (HUI) FUNDING SOURCES:											
30	General Fund		3,878,725	3,878,725	3,878,725	3,878,725	3,878,725	37,611,282				
32								0				
33	TOTAL HOUSING & URBAN TOTAL HOUSING &		3,878,725	3,878,725	3,878,725	3,878,725	3,878,725	37,611,282				
34												
35	HIV PREVENTION SECTION (HPS) FUNDING SOURCES:											
40	TOTAL HIV PREVENTION SECTION FUNDING SC		0	0	0	0	0	0				
41												
42	HIV HEALTH SERVICES (HHS) FUNDING SOURCES:											
49								0				
50	TOTAL HIV HEALTH SERVICES FUNDING SOUR		0	0	0	0	0	0				
51												
52	CHPP FUNDING SOURCES:											
61	TOTAL CHPP FUNDING SOURCES		0	0	0	0	0	0				
62												
63	MCAH FUNDING SOURCES:											
80	TOTAL MCAH FUNDING SOURCES		0	0	0	0	0	0				
81												
82	TOTAL DPH REVENUES		3,878,725	3,878,725	3,878,725	3,878,725	3,878,725	37,611,282				
83	OTHER/ NON-DPH REVENUE											
84	CLIENT FEES							0				
85	PROVIDERS GRANTS							0				
86	IN-KIND							0				
87	FUND RAISING							0				
88	OTHERS							0				
89	TOTAL OTHER/ NON-DPH REVENUE		0	0	0	0	0	0				
90												
91	TOTAL REVENUES (DPH AND NON-DP		3,878,725	3,878,725	3,878,725	3,878,725	3,878,725	37,611,282				
92	Prepared by/Phone #: Larry Zapatka / 415-487-3055											

	A	B	C	D	E	F	G	H	I
1	Contractor Name: San Francisco AIDS Foundation								
2	Contract Term: 7/1/11 - 6/30/21								
3	Funding Source: General Fund								
4									
5	SFDPH AIDS OFFICE CONTRACT								
6									
7									
8	UOS COST ALLOCATION BY SERVICE MODE								
9	Personnel Expenses		SERVICE MODES						
10	Position Titles	FTE	Standard		Shallow		Partial		Contract Totals
11	Housing & Benefits Director (HBD):	0.64	Salaries	% FTE	Salaries	% FTE	Salaries	% FTE	56,975
12	Director of Government Contracts:	0.08	56,975	100%		0%		0%	7,724
13	Budget & Contracts Manager:	0.15	7,724	100%		0%		0%	14,131
14	Housing Subsidies Administrator:	0.25	14,131	100%		0%		0%	16,156
15	Database Manager:	0.20	16,156	100%		0%		0%	24,240
16	Case Managers (CM):	4.00	24,240	100%		0%		0%	218,666
17	Triage Assistant (TA):	1.50	192,426	88%	26,240	12%		0%	66,570
18	Total FTE & Total Salaries	6.82	378,222	94%	26,240	6%		0%	404,462
19	Fringe Benefits	27%	102,120	94%	7,085	6%		0%	109,205
20	Total Personnel Expenses		480,342	94%	33,325	6%		0%	513,667
21									
22	Operating Expenses		Expenditure	%	Expenditure	%			Contract Total
23	Total Occupancy		73,112	93%	5,504	7%		0%	78,616
24	Total Materials and Supplies		20,662	90%	2,296	10%		0%	22,958
25	Total General Operating		2,267,953	81%	483,795	17%	65,511	2%	2,817,259
26	Total Staff Travel								
27	Consultants/Subcontractor:								
28									
29	Other:								
30									
31									
32									
33									
34									
35									
36									
37	Total Operating Expenses		\$ 2,361,727	81%	\$ 491,595	17%	\$ 65,511	2%	\$ 2,918,833
38									
39	Total Direct Expenses		2,842,069	83%	524,920	15%	65,511	2%	3,432,500
40	Indirect Expenses	13%	369,469	83%	68,240	15%	8,516	2%	446,225
41	TOTAL EXPENSES		\$ 3,211,538	83%	\$ 593,160	15%	\$ 74,027	2%	\$3,878,725
42									
43	Number of Units of Service (UOS) per Service Mode		93,075		35,770		6,205		135,050
44	Cost Per Unit of Service by Service Mode		\$34.50		\$16.58		\$11.93		
45	Number of Unduplicated Clients (UDC) per Service Mode		255		98		17		
46									
47	DPH #1A(1)								

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 \$ 89,024 x 0.64 FTE = \$56,975

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 \$ 96,550 x 0.08 FTE = \$7,724

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 \$ 94,205 x 0.15 FTE = \$14,131

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 \$ 64,624 x 0.25 FTE = \$16,156

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 \$ 121,200 x 0.20 FTE = \$24,240

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 \$ 54,666.50 x 4.00 FTE = \$218,666

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.

Average Annual Salary \$ 44,380 x 1.50 FTE = \$66,570

Total Salaries

\$404,462

salaries =

\$109,205

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

TOTAL SALARIES & BENEFITS

\$513,667

Operating Expenses

Occupancy:

Rent:

Rental of office space at the monthly rate of \$905.00/FTE

\$905 per month x 12 months x 6.82 FTE = \$74,065

Utilities:

Telephone charges based on SFAF's monthly experience rate of \$55.61 per FTE.

$$\$55.61 \text{ per month} \times 12 \text{ months} \times 6.82 \text{ FTE} = \$4,551$$

Total Occupancy:

\$78,616

Materials and Supplies:

Office Supplies:

Desk supplies/postage for program staff based on the monthly experience rate of \$52.24. Additional postage for client mailings (monthly rent checks and client surveys) estimated at \$3,289.

$$\$52.24 \text{ per month} \times 12 \text{ months} \times 6.82 \text{ FTE} + \$3,293 = \$7,568$$

Program Materials:

Household goods, clothing and food vouchers for clients. Safeway giftcards: 360 cards @ \$35 each = \$12,600; 186 Trader Joes gift cards @ \$15 each = \$2,790

\$15,390

Total Materials and Supplies:

\$22,958

General Operating:

Subsidies:

SFAF will provide a total of 135,050 resident days of housing for 370 clients. The UOS commitment is based on 35,770 resident days of subsidized rent for 98 shallow rental clients; 6,205 resident days for 17 partial rental clients and 93,075 resident days of standard subsidized rent for 255 clients. Subsidy amounts requested are based on SFAF's experience rates.

$$\text{Standard Subsidies} - \$736.85 \times 12 \times 255 = \$2,254,761$$

$$\text{Partial Subsidies} - \$321.13 \times 12 \times 17 = \$65,511$$

$$\text{Shallow Subsidies} - \$411.39 \times 12 \times 98 = \$483,795$$

Insurance:

Occupancy insurance is allocated on a cost of \$50.45/FTE/mo.

$$\$50.45 \text{ per month} \times 12 \text{ months} \times 6.82 \text{ FTE} = \$4,129$$

Storage:

Rented storage space used by all SFAF departments. Includes storage of client records. Based on SFAF's monthly experience rate of \$5.00 per FTE per month.

$$\$5.00 \text{ per month} \times 12 \text{ months} \times 6.82 \text{ FTE} = \$409$$

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.

$$1 \text{ seminars} \times \$500 \text{ per seminar} = \$500$$

Rental/Maintenance of Equipment:

Copier leases based on SFAF's monthly experience rate of \$35.84 per FTE.

Maintenance agreements for office equipment based on SFAF's monthly experience rate of \$63.80 per FTE per month.

$$\text{Rental} - \$35.84 \text{ per month} \times 12 \text{ months} \times 6.82 \text{ FTE} = \$2,933$$

$$\text{Maintenance} - \$63.80 \text{ per month} \times 12 \text{ months} \times 6.82 \text{ FTE} = \$5,221$$

Total General Operating:

\$2,817,259

TOTAL OPERATING EXPENSES

\$2,918,833

TOTAL DIRECT COSTS

\$3,432,500

INDIRECT COSTS

SFAF is requesting reimbursement of administrative costs totaling \$446,225 which is thirteen percent (13%) of the contract's direct expenses. This amount will partially reimburse SFAF, which currently spends approximately 27% 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, IT staff, H.R. staff and the Chief Executive Officer and his assistant.

TOTAL INDIRECT COSTS

\$446,225

APPENDIX TOTAL

\$3,878,725

	A	B	C	D	E	F	G	H	I
1	Contractor Name: San Francisco AIDS Foundation								
2	Contract Term: 7/1/11 - 6/30/21								
3	Funding Source: General Fund								
4									
5	SFDPH AIDS OFFICE CONTRACT								
6									
7									
8	UOS COST ALLOCATION BY SERVICE MODE								
9	SERVICE MODES								
10	Personnel Expenses		Standard		Shallow		Partial		
11	Position Titles	FTE	Salaries	% FTE	Salaries	% FTE	Salaries	% FTE	Contract Totals
12	Housing & Benefits Director (HBD):	0.64	56,975	100%		0%		0%	56,975
13	Director of Government Contracts:	0.08	7,724	100%		0%		0%	7,724
14	Budget & Contracts Manager:	0.15	14,131	100%		0%		0%	14,131
15	Housing Subsidies Administrator:	0.25	16,156	100%		0%		0%	16,156
16	Database Manager:	0.20	24,240	100%		0%		0%	24,240
17	Case Managers (CM):	4.00	192,426	88%	26,240	12%		0%	218,666
18	Triage Assistant (TA):	1.50	66,570	100%		0%		0%	66,570
19	Total FTE & Total Salaries	6.82	378,222	94%	26,240	6%		0%	404,462
20	Fringe Benefits	27%	102,120	94%	7,085	6%		0%	109,205
21	Total Personnel Expenses		480,342	94%	33,325	6%		0%	513,667
22	Operating Expenses		Expenditure	%	Expenditure	%			Contract Total
23	Total Occupancy		73,112	93%	5,504	7%		0%	78,616
24	Total Materials and Supplies		20,662	90%	2,296	10%		0%	22,958
25	Total General Operating		2,267,953	81%	483,795	17%	65,511	2%	2,817,259
26	Total Staff Travel								
27	Consultants/Subcontractor:								
28									
29	Other:								
30									
31									
32									
33									
34									
35									
36									
37	Total Operating Expenses		\$ 2,361,727	81%	\$ 491,595	17%	\$ 65,511	2%	\$ 2,918,833
38									
39	Total Direct Expenses		2,842,069	83%	524,920	15%	65,511	2%	3,432,500
40	Indirect Expenses	13%	369,469	83%	68,240	15%	8,516	2%	446,225
41	TOTAL EXPENSES		\$ 3,211,538	83%	\$ 593,160	15%	\$ 74,027	2%	\$3,878,725
42									
43	Number of Units of Service (UOS) per Service Mode		93,075		35,770		6,205		135,050
44	Cost Per Unit of Service by Service Mode		\$34.50		\$16.58		\$11.93		
45	Number of Unduplicated Clients (UDC) per Service Mode		255		98		17		
46									
47	DPH #1A(1)								Rev. 05/2010
48									

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 \$ 89,024 x 0.64 FTE = \$56,975

Director of Government Contracts:

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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 \$ 96,550 x 0.08 FTE = \$7,724

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Annual Salary \$ 94,205 x 0.15 FTE = \$14,131

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Annual Salary \$ 64,624 x 0.25 FTE = \$16,156

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 \$ 121,200 x 0.20 FTE = \$24,240

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 \$ 54,666.50 x 4.00 FTE = \$218,666

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.

Average Annual Salary \$ 44,380 x 1.50 FTE = \$66,570

Total Salaries

\$404,462

salaries =

\$109,205

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

TOTAL SALARIES & BENEFITS

\$513,667

Operating Expenses

Occupancy:

Rent:

Rental of office space at the monthly rate of \$905.00/FTE

\$905 per month x 12 months x 6.82 FTE = \$74,065

Utilities:

Telephone charges based on SFAF's monthly experience rate of \$55.61 per FTE.

$$\$55.61 \text{ per month} \times 12 \text{ months} \times 6.82 \text{ FTE} = \$4,551$$

Total Occupancy:

\$78,616

Materials and Supplies:

Office Supplies:

Desk supplies/postage for program staff based on the monthly experience rate of \$52.24. Additional postage for client mailings (monthly rent checks and client surveys) estimated at \$3,289.

$$\$52.24 \text{ per month} \times 12 \text{ months} \times 6.82 \text{ FTE} + \$3,293 = \$7,568$$

Program Materials:

Household goods, clothing and food vouchers for clients. Safeway giftcards: 360 cards @ \$35 each = \$12,600; 186 Trader Joes gift cards @ \$15 each = \$2,790

\$15,390

Total Materials and Supplies:

\$22,958

General Operating:

Subsidies:

SFAF will provide a total of 135,050 resident days of housing for 370 clients. The UOS commitment is based on 35,770 resident days of subsidized rent for 98 shallow rental clients; 6,205 resident days for 17 partial rental clients and 93,075 resident days of standard subsidized rent for 255 clients. Subsidy amounts requested are based on SFAF's experience rates.

$$\text{Standard Subsidies} - \$736.85 \times 12 \times 255 = \$2,254,761$$

$$\text{Partial Subsidies} - \$321.13 \times 12 \times 17 = \$65,511$$

$$\text{Shallow Subsidies} - \$411.39 \times 12 \times 98 = \$483,795$$

Insurance:

Occupancy insurance is allocated on a cost of \$50.45/FTE/mo.

$$\$50.45 \text{ per month} \times 12 \text{ months} \times 6.82 \text{ FTE} = \$4,129$$

Storage:

Rented storage space used by all SFAF departments. Includes storage of client records. Based on SFAF's monthly experience rate of \$5.00 per FTE per month.

$$\$5.00 \text{ per month} \times 12 \text{ months} \times 6.82 \text{ FTE} = \$409$$

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.

$$1 \text{ seminars} \times \$500 \text{ per seminar} = \$500$$

Rental/Maintenance of Equipment:

Copier leases based on SFAF's monthly experience rate of \$35.84 per FTE.

Maintenance agreements for office equipment based on SFAF's monthly experience rate of \$63.80 per FTE per month.

$$\text{Rental} - \$35.84 \text{ per month} \times 12 \text{ months} \times 6.82 \text{ FTE} = \$2,933$$

$$\text{Maintenance} - \$63.80 \text{ per month} \times 12 \text{ months} \times 6.82 \text{ FTE} = \$5,221$$

Total General Operating:

\$2,817,259

TOTAL OPERATING EXPENSES

\$2,918,833

TOTAL DIRECT COSTS

\$3,432,500

INDIRECT COSTS

SFAF is requesting reimbursement of administrative costs totaling \$446,225 which is thirteen percent (13%) of the contract's direct expenses. This amount will partially reimburse SFAF, which currently spends approximately 27% 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, IT staff, H.R. staff and the Chief Executive Officer and his assistant.

TOTAL INDIRECT COSTS

\$446,225

APPENDIX TOTAL

\$3,878,725

	A	B	C	D	E	F	G	H	I
1	Contractor Name: San Francisco AIDS Foundation								
2	Contract Term: 7/1/11 - 6/30/21								
3	Funding Source: General Fund								
4									
5	SFDPH AIDS OFFICE CONTRACT								
6									
7									
8	UOS COST ALLOCATION BY SERVICE MODE								
9	Personnel Expenses		SERVICE MODES						
10	Position Titles	FTE	Standard		Shallow		Partial		Contract Totals
11	Housing & Benefits Director (HBD):	0.64	Salaries	% FTE	Salaries	% FTE	Salaries	% FTE	56,975
12	Director of Government Contracts:	0.08	7,724	100%		0%		0%	7,724
13	Budget & Contracts Manager:	0.15	14,131	100%		0%		0%	14,131
14	Housing Subsidies Administrator:	0.25	16,156	100%		0%		0%	16,156
15	Database Manager:	0.20	24,240	100%		0%		0%	24,240
16	Case Managers (CM):	4.00	192,426	88%	26,240	12%		0%	218,666
17	Triage Assistant (TA):	1.50	66,570	100%		0%		0%	66,570
18	Total FTE & Total Salaries	6.82	378,222	94%	26,240	6%		0%	404,462
19	Fringe Benefits	27%	102,120	94%	7,085	6%		0%	109,205
20	Total Personnel Expenses		480,342	94%	33,325	6%		0%	513,667
21									
22	Operating Expenses		Expenditure	%	Expenditure	%			Contract Total
23	Total Occupancy		73,112	93%	5,504	7%		0%	78,616
24	Total Materials and Supplies		20,662	90%	2,296	10%		0%	22,958
25	Total General Operating		2,267,953	81%	483,795	17%	65,511	2%	2,817,259
26	Total Staff Travel								
27	Consultants/Subcontractor:								
28									
29	Other:								
30									
31									
32									
33									
34									
35									
36									
37	Total Operating Expenses		\$ 2,361,727	81%	\$ 491,595	17%	\$ 65,511	2%	\$ 2,918,833
38									
39	Total Direct Expenses		2,842,069	83%	524,920	15%	65,511	2%	3,432,500
40	Indirect Expenses	13%	369,469	83%	68,240	15%	8,516	2%	446,225
41	TOTAL EXPENSES		\$ 3,211,538	83%	\$ 593,160	15%	\$ 74,027	2%	\$3,878,725
42									
43	Number of Units of Service (UOS) per Service Mode		93,075		35,770		6,205		135,050
44	Cost Per Unit of Service by Service Mode		\$34.50		\$16.58		\$11.93		
45	Number of Unduplicated Clients (UDC) per Service Mode		255		98		17		
46									
47	DPH #1A(1)								

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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 \$ 89,024 x 0.64 FTE = \$56,975

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 \$ 96,550 x 0.08 FTE = \$7,724

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 \$ 94,205 x 0.15 FTE = \$14,131

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.

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Annual Salary \$ 64,624 x 0.25 FTE = \$16,156

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 \$ 121,200 x 0.20 FTE = \$24,240

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 \$ 54,666.50 x 4.00 FTE = \$218,666

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.

Average Annual Salary \$ 44,380 x 1.50 FTE = \$66,570

Total Salaries

\$404,462

salaries =

\$109,205

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

TOTAL SALARIES & BENEFITS

\$513,667

Operating Expenses

Occupancy:

Rent:

Rental of office space at the monthly rate of \$905.00/FTE

\$905 per month x 12 months x 6.82 FTE = \$74,065

Utilities:

Telephone charges based on SFAF's monthly experience rate of \$55.61 per FTE.

$$\$55.61 \text{ per month} \times 12 \text{ months} \times 6.82 \text{ FTE} = \$4,551$$

Total Occupancy:	\$78,616
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Materials and Supplies:

Office Supplies:

Desk supplies/postage for program staff based on the monthly experience rate of \$52.24. Additional postage for client mailings (monthly rent checks and client surveys) estimated at \$3,289.

$$\$52.24 \text{ per month} \times 12 \text{ months} \times 6.82 \text{ FTE} + \$3,289 = \$7,568$$

Program Materials:

Household goods, clothing and food vouchers for clients. Safeway giftcards: 360 cards @ \$35 each = \$12,600; 186 Trader Joes gift cards @ \$15 each = \$2,790

\$15,390

Total Materials and Supplies:	\$22,958
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General Operating:

Subsidies:

SFAF will provide a total of 135,050 resident days of housing for 370 clients. The UOS commitment is based on 35,770 resident days of subsidized rent for 98 shallow rental clients; 6,205 resident days for 17 partial rental clients and 93,075 resident days of standard subsidized rent for 255 clients. Subsidy amounts requested are based on SFAF's experience rates.

$$\text{Standard Subsidies} - \$736.85 \times 12 \times 255 = \$2,254,761$$

$$\text{Partial Subsidies} - \$321.13 \times 12 \times 17 = \$65,511$$

$$\text{Shallow Subsidies} - \$411.39 \times 12 \times 98 = \$483,795$$

Insurance:

Occupancy insurance is allocated on a cost of \$50.45/FTE/mo.

$$\$50.45 \text{ per month} \times 12 \text{ months} \times 6.82 \text{ FTE} = \$4,129$$

Storage:

Rented storage space used by all SFAF departments. Includes storage of client records. Based on SFAF's monthly experience rate of \$5.00 per FTE per month.

$$\$5.00 \text{ per month} \times 12 \text{ months} \times 6.82 \text{ FTE} = \$409$$

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.

$$1 \text{ seminars} \times \$500 \text{ per seminar} = \$500$$

Rental/Maintenance of Equipment:

Copier leases based on SFAF's monthly experience rate of \$35.84 per FTE.

Maintenance agreements for office equipment based on SFAF's monthly experience rate of \$63.80 per FTE per month.

$$\text{Rental} - \$35.84 \text{ per month} \times 12 \text{ months} \times 6.82 \text{ FTE} = \$2,933$$

$$\text{Maintenance} - \$63.80 \text{ per month} \times 12 \text{ months} \times 6.82 \text{ FTE} = \$5,221$$

Total General Operating:	\$2,817,259
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TOTAL OPERATING EXPENSES

\$2,918,833

TOTAL DIRECT COSTS

\$3,432,500

INDIRECT COSTS

SFAF is requesting reimbursement of administrative costs totaling \$446,225 which is thirteen percent (13%) of the contract's direct expenses. This amount will partially reimburse SFAF, which currently spends approximately 27% 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, IT staff, H.R. staff and the Chief Executive Officer and his assistant.

TOTAL INDIRECT COSTS

\$446,225

APPENDIX TOTAL

\$3,878,725

	A	B	C	D	E	F	G	H	I
1	Contractor Name: San Francisco AIDS Foundation								
2	Contract Term: 7/1/11 - 6/30/21								
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5	SFDPH AIDS OFFICE CONTRACT								
6									
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8	UOS COST ALLOCATION BY SERVICE MODE								
9	Personnel Expenses		SERVICE MODES						
10	Position Titles	FTE	Standard		Shallow		Partial		Contract Totals
11	Housing & Benefits Director (HBD):	0.64	Salaries	% FTE	Salaries	% FTE	Salaries	% FTE	56,975
12	Director of Government Contracts:	0.08	56,975	100%		0%		0%	7,724
13	Budget & Contracts Manager:	0.15	7,724	100%		0%		0%	14,131
14	Housing Subsidies Administrator:	0.25	14,131	100%		0%		0%	16,156
15	Database Manager:	0.20	16,156	100%		0%		0%	24,240
16	Case Managers (CM):	4.00	24,240	100%		0%		0%	218,666
17	Triage Assistant (TA):	1.50	192,426	88%	26,240	12%		0%	66,570
18	Total FTE & Total Salaries	6.82	66,570	100%		0%		0%	404,462
19	Fringe Benefits	27%	378,222	94%	26,240	6%		0%	109,205
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27	Consultants/Subcontractor:								
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41	TOTAL EXPENSES		\$ 3,211,538	83%	\$ 593,160	15%	\$ 74,027	2%	\$3,878,725
42									
43	Number of Units of Service (UOS) per Service Mode		93,330		35,868		6,222		135,420
44	Cost Per Unit of Service by Service Mode		\$34.41		\$16.54		\$11.90		
45	Number of Unduplicated Clients (UDC) per Service Mode		255		98		17		
46									
47	DPH #1A(1)								

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.

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Annual Salary \$ 89,024 x 0.64 FTE = \$56,975

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 \$ 96,550 x 0.08 FTE = \$7,724

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Annual Salary \$ 94,205 x 0.15 FTE = \$14,131

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Annual Salary \$ 64,624 x 0.25 FTE = \$16,156

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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.

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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 \$ 54,666.50 x 4.00 FTE = \$218,666

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.

Average Annual Salary \$ 44,380 x 1.50 FTE = \$66,570

Total Salaries

\$404,462

salaries =

\$109,205

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

TOTAL SALARIES & BENEFITS

\$513,667

Operating Expenses

Occupancy:

Rent:

Rental of office space at the monthly rate of \$905.00/FTE

\$905 per month x 12 months x 6.82 FTE = \$74,065

Utilities:

Telephone charges based on SFAF's monthly experience rate of \$55.61 per FTE.

$$\$55.61 \text{ per month} \times 12 \text{ months} \times 6.82 \text{ FTE} = \$4,551$$

Total Occupancy:	\$78,616
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Materials and Supplies:

Office Supplies:

Desk supplies/postage for program staff based on the monthly experience rate of \$52.24. Additional postage for client mailings (monthly rent checks and client surveys) estimated at \$3,289.

$$\$52.24 \text{ per month} \times 12 \text{ months} \times 6.82 \text{ FTE} + \$3,289 = \$7,568$$

Program Materials:

Household goods, clothing and food vouchers for clients. Safeway giftcards: 360 cards @ \$35 each = \$12,600; 186 Trader Joes gift cards @ \$15 each = \$2,790

\$15,390

Total Materials and Supplies:	\$22,958
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General Operating:

Subsidies:

SFAF will provide a total of 135,420 resident days of housing for 370 clients. The UOS commitment is based on 35,868 resident days of subsidized rent for 98 shallow rental clients; 6,222 resident days for 17 partial rental clients and 93,330 resident days of standard subsidized rent for 255 clients. Subsidy amounts requested are based on SFAF's experience rates.

$$\text{Standard Subsidies} - \$736.85 \times 12 \times 255 = \$2,254,761$$

$$\text{Partial Subsidies} - \$321.13 \times 12 \times 17 = \$65,511$$

$$\text{Shallow Subsidies} - \$411.39 \times 12 \times 98 = \$483,795$$

Insurance:

Occupancy insurance is allocated on a cost of \$50.45/FTE/mo.

$$\$50.45 \text{ per month} \times 12 \text{ months} \times 6.82 \text{ FTE} = \$4,129$$

Storage:

Rented storage space used by all SFAF departments. Includes storage of client records. Based on SFAF's monthly experience rate of \$5.00 per FTE per month.

$$\$5.00 \text{ per month} \times 12 \text{ months} \times 6.82 \text{ FTE} = \$409$$

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.

$$1 \text{ seminars} \times \$500 \text{ per seminar} = \$500$$

Rental/Maintenance of Equipment:

Copier leases based on SFAF's monthly experience rate of \$35.84 per FTE.

Maintenance agreements for office equipment based on SFAF's monthly experience rate of \$63.80 per FTE per month.

$$\text{Rental} - \$35.84 \text{ per month} \times 12 \text{ months} \times 6.82 \text{ FTE} = \$2,933$$

$$\text{Maintenance} - \$63.80 \text{ per month} \times 12 \text{ months} \times 6.82 \text{ FTE} = \$5,221$$

Total General Operating:	\$2,817,259
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TOTAL OPERATING EXPENSES	\$2,918,833
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TOTAL DIRECT COSTS	\$3,432,500
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INDIRECT COSTS

SFAF is requesting reimbursement of administrative costs totaling \$446,225 which is thirteen percent (13%) of the contract's direct expenses. This amount will partially reimburse SFAF, which currently spends approximately 27% 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, IT staff, H.R. staff and the Chief Executive Officer and his assistant.

TOTAL INDIRECT COSTS

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APPENDIX TOTAL

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44	Cost Per Unit of Service by Service Mode		\$34.50		\$16.58		\$11.93		
45	Number of Unduplicated Clients (UDC) per Service Mode		255		98		17		
46									
47	DPH #1A(1)								Rev. 05/2010

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 \$ 89,024 x 0.64 FTE = \$56,975

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 \$ 96,550 x 0.08 FTE = \$7,724

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 \$ 94,205 x 0.15 FTE = \$14,131

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 \$ 64,024 x 0.25 FTE = \$16,156

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 \$ 121,200 x 0.20 FTE = \$24,240

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 \$ 54,666.50 x 4.00 FTE = \$218,666

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.

Average Annual Salary \$ 44,380 x 1.50 FTE = \$66,570

Total Salaries

\$404,462

salaries =

\$109,205

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

TOTAL SALARIES & BENEFITS

\$513,667

Operating Expenses

Occupancy:

Rent:

Rental of office space at the monthly rate of \$905.00/FTE

\$905 per month x 12 months x 6.82 FTE = \$74,065

Utilities:

Telephone charges based on SFAF's monthly experience rate of \$55.61 per FTE.

$$\$55.61 \text{ per month} \times 12 \text{ months} \times 6.82 \text{ FTE} = \$4,551$$

Total Occupancy:	\$78,616
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Materials and Supplies:

Office Supplies:

Desk supplies/postage for program staff based on the monthly experience rate of \$52.24. Additional postage for client mailings (monthly rent checks and client surveys) estimated at \$3,289.

$$\$52.24 \text{ per month} \times 12 \text{ months} \times 6.82 \text{ FTE} + \$3,289 = \$7,568$$

Program Materials:

Household goods, clothing and food vouchers for clients. Safeway giftcards: 360 cards @ \$35 each = \$12,600; 186 Trader Joes gift cards @ \$15 each = \$2,790

\$15,390

Total Materials and Supplies:	\$22,958
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General Operating:

Subsidies:

SFAF will provide a total of 135,050 resident days of housing for 370 clients. The UOS commitment is based on 35,770 resident days of subsidized rent for 98 shallow rental clients; 6,205 resident days for 17 partial rental clients and 93,075 resident days of standard subsidized rent for 255 clients. Subsidy amounts requested are based on SFAF's experience rates.

$$\text{Standard Subsidies} - \$736.85 \times 12 \times 255 = \$2,254,761$$

$$\text{Partial Subsidies} - \$321.13 \times 12 \times 17 = \$65,511$$

$$\text{Shallow Subsidies} - \$411.39 \times 12 \times 98 = \$483,795$$

Insurance:

Occupancy insurance is allocated on a cost of \$50.45/FTE/mo.

$$\$50.45 \text{ per month} \times 12 \text{ months} \times 6.82 \text{ FTE} = \$4,129$$

Storage:

Rented storage space used by all SFAF departments. Includes storage of client records. Based on SFAF's monthly experience rate of \$5.00 per FTE per month.

$$\$5.00 \text{ per month} \times 12 \text{ months} \times 6.82 \text{ FTE} = \$409$$

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.

$$1 \text{ seminars} \times \$500 \text{ per seminar} = \$500$$

Rental/Maintenance of Equipment:

Copier leases based on SFAF's monthly experience rate of \$35.84 per FTE.

Maintenance agreements for office equipment based on SFAF's monthly experience rate of \$63.80 per FTE per month.

$$\text{Rental} - \$35.84 \text{ per month} \times 12 \text{ months} \times 6.82 \text{ FTE} = \$2,933$$

$$\text{Maintenance} - \$63.80 \text{ per month} \times 12 \text{ months} \times 6.82 \text{ FTE} = \$5,221$$

Total General Operating:	\$2,817,259
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TOTAL OPERATING EXPENSES

\$2,918,833

TOTAL DIRECT COSTS

\$3,432,500

INDIRECT COSTS

SFAF is requesting reimbursement of administrative costs totaling \$446,225 which is thirteen percent (13%) of the contract's direct expenses. This amount will partially reimburse SFAF, which currently spends approximately 27% 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, IT staff, H.R. staff and the Chief Executive Officer and his assistant.

TOTAL INDIRECT COSTS

\$446,225

APPENDIX TOTAL

\$3,878,725

**Appendix D
Additional Terms**

1. PROTECTED HEALTH INFORMATION AND BAA

The parties acknowledge that CITY is a Covered Entity as defined in the Healthcare Insurance Portability and Accountability Act of 1996 ("HIPAA") and is required to comply with the HIPAA Privacy Rule governing the access, transmission, and storage of health information.

The parties acknowledge that CONTRACTOR is one of the following:

- ☒ CONTRACTOR will render services under this contract that include possession or knowledge of identifiable Protected Health Information (PHI), such as health status, health care history, or payment for health care history obtained from CITY. Specifically, CONTRACTOR will:

- Create PHI
- Receive PHI
- Maintain PHI
- Transmit PHI and/or
- Access PHI

The Business Associate Agreement (BAA) in Appendix E is required and is incorporated into this Agreement by reference as though full set forth herein. Please note that BAA requires attachments to be completed.

- ☐ CONTRACTOR will not have knowledge of, create, receive, maintain, transmit, or have access to any Protected Health Information (PHI), such as health status, health care history, or payment for health care history obtained from CITY.

The Business Associate Agreement is not required.

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

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



Appendix E

San Francisco Department of Public Health
Business Associate Agreement

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

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 there under by the U.S. Department of Health and Human Services (the "HIPAA Regulations") and other applicable laws, including, but not limited to, California Civil Code §§ 56, et seq., California Health and Safety Code § 1280.15, California Civil Code §§ 1798, et seq., California Welfare & Institutions Code §§5328, et seq., and the regulations promulgated there under (the "California Regulations").
- 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(a) and (e) and 164.504(e) of the Code of Federal Regulations ("C.F.R.") and contained in this Agreement.
- D. BA enters into agreements with CE that require the CE to disclose certain identifiable health information to BA. The parties desire to enter into this Agreement to permit BA to have access to such information and comply with the BA requirements of HIPAA, the HITECH Act, and the HIPAA Regulations.

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

1. Definitions.

- a. **Breach** means the unauthorized acquisition, access, use, or disclosure of PHI that compromises the security or privacy of such information, except where an unauthorized person to whom such information is disclosed would not reasonably have been able to retain such information, and shall have the meaning given to such term under the HITECH Act and HIPAA Regulations [42 U.S.C. Section 17921 and 45 C.F.R. Section 164.402], as well as California Civil Code Sections 1798.29 and 1798.82.
- b. **Breach Notification Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and D.
- c. **Business Associate** is a person or entity that performs certain functions or activities that involve the use or disclosure of protected health information received from a covered entity, and shall have the meaning given to such term under the Privacy Rule, the Security Rule, and the HITECH Act, including, but not limited to, 42 U.S.C. Section 17938 and 45 C.F.R. Section 160.103.
- d. **Covered Entity** means a health plan, a health care clearinghouse, or a health care provider who transmits any information in electronic form in connection with a transaction covered under HIPAA Regulations, and shall have the meaning given



San Francisco Department of Public Health
Business Associate Agreement

to such term under the Privacy Rule and the Security Rule, including, but not limited to, 45 C.F.R. Section 160.103.

- e. **Data Aggregation** means the combining of Protected Information by the BA with the Protected Information received by the BA in its capacity as a BA of another CE, to permit data analyses that relate to the health care operations of the respective covered entities, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- f. **Designated Record Set** means a group of records maintained by or for a CE, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- g. **Electronic Protected Health Information** means Protected Health Information that is maintained in or transmitted by electronic media and shall have the meaning given to such term under HIPAA and the HIPAA Regulations, including, but not limited to, 45 C.F.R. Section 160.103. For the purposes of this Agreement, Electronic PHI includes all computerized data, as defined in California Civil Code Sections 1798.29 and 1798.82.
- h. **Electronic Health Record** means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff, and shall have the meaning given to such term under the HITECT Act, including, but not limited to, 42 U.S.C. Section 17921.
- i. **Health Care Operations** means any of the following activities: i) conducting quality assessment and improvement activities; ii) reviewing the competence or qualifications of health care professionals; iii) underwriting, enrollment, premium rating, and other activities related to the creation, renewal, or replacement of a contract of health insurance or health benefits; iv) conducting or arranging for medical review, legal services, and auditing functions; v) business planning development; vi) business management and general administrative activities of the entity. This shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- j. **Privacy Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and E.
- k. **Protected Health Information or PHI** means any information, including electronic PHI, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Sections 160.103 and 164.501. For the purposes of this Agreement, PHI includes all medical information and health insurance information as defined in California Civil Code Sections 56.05 and 1798.82.
- l. **Protected Information** shall mean PHI provided by CE to BA or created, maintained, received or transmitted by BA on CE's behalf.
- m. **Security Incident** means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system, and shall have the meaning given to such term under the Security Rule, including, but not limited to, 45 C.F.R. Section 164.304.
- n. **Security Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and C.
- o. **Unsecured PHI** means PHI that is not secured by a technology standard that renders PHI unusable, unreadable, or indecipherable to unauthorized individuals



San Francisco Department of Public Health
Business Associate Agreement

and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute, and shall have the meaning given to such term under the HITECH Act and any guidance issued pursuant to such Act including, but not limited to, 42 U.S.C. Section 17932(h) and 45 C.F.R. Section 164.402.

2. Obligations of Business Associate.

- a. **Permitted Uses.** BA may use, access, and/or disclose PHI only for the purpose of performing BA's obligations for or on behalf of the City and as permitted or required under the Contract [MOU] and Agreement, or as required by law. Further, BA shall not use PHI in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so used by CE. However, BA may use Protected Information as necessary (i) for the proper management and administration of BA; (ii) to carry out the legal responsibilities of BA; (iii) as required by law; or (iv) for Data Aggregation purposes relating to the Health Care Operations of CE [45 C.F.R. Sections 164.502, 164.504(e)(2), and 164.504(e)(4)(i)].
- b. **Permitted Disclosures.** BA shall disclose Protected Information only for the purpose of performing BA's obligations for or on behalf of the City and as permitted or required under the Contract [MOU] and Agreement, or as required by law. BA shall not disclose Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so disclosed by CE. However, BA may disclose Protected Information as necessary (i) for the proper management and administration of BA; (ii) to carry out the legal responsibilities of BA; (iii) as required by law; or (iv) for Data Aggregation purposes relating to the Health Care Operations of CE. If BA discloses Protected Information to a third party, BA must obtain, prior to making any such disclosure, (i) reasonable written assurances from such third party that such Protected Information will be held confidential as provided pursuant to this Agreement and used or disclosed only as required by law or for the purposes for which it was disclosed to such third party, and (ii) a written agreement from such third party to immediately notify BA of any breaches, security incidents, or unauthorized uses or disclosures of the Protected Information in accordance with paragraph 2. k. of the Agreement, to the extent it has obtained knowledge of such occurrences [42 U.S.C. Section 17932; 45 C.F.R. Section 164.504(e)]. BA may disclose PHI to a BA that is a subcontractor and may allow the subcontractor to create, receive, maintain, or transmit Protected Information on its behalf, if the BA obtains satisfactory assurances, in accordance with 45 C.F.R. Section 164.504(e)(1), that the subcontractor will appropriately safeguard the information [45 C.F.R. Section 164.502(e)(1)(ii)].
- c. **Prohibited Uses and Disclosures.** BA shall not use or disclose PHI other than as permitted or required by the Contract and Agreement, or as required by law. BA shall not use or disclose Protected Information for fundraising or marketing purposes. BA shall not disclose Protected Information to a health plan for payment or health care operations purposes if the patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which the PHI solely relates [42 U.S.C. Section 17935(a) and 45 C.F.R. Section 164.522(a)(1)(vi)]. BA shall not directly or indirectly receive remuneration in exchange for Protected Information, except with the prior written consent of CE and as permitted by the HITECH Act, 42 U.S.C. Section 17935(d)(2), and the HIPAA regulations, 45 C.F.R. Section 164.502(a)(5)(ii); however, this prohibition shall not affect payment by CE to BA for services provided pursuant to the Contract.



San Francisco Department of Public Health
Business Associate Agreement

- d. **Appropriate Safeguards.** BA shall take the appropriate security measures to protect the confidentiality, integrity and availability of PHI that it creates, receives, maintains, or transmits on behalf of the CE, and shall prevent any use or disclosure of PHI other than as permitted by the Contract or this Agreement, including, but not limited to, administrative, physical and technical safeguards in accordance with the Security Rule, including, but not limited to, 45 C.F.R. Sections 164.306, 164.308, 164.310, 164.312, 164.314 164.316, and 164.504(e)(2)(ii)(B). BA shall comply with the policies and procedures and documentation requirements of the Security Rule, including, but not limited to, 45 C.F.R. Section 164.316, and 42 U.S.C. Section 17931. BA is responsible for any civil penalties assessed due to an audit or investigation of BA, in accordance with 42 U.S.C. Section 17934(c).
- e. **Business Associate's Subcontractors and Agents.** BA shall ensure that any agents and subcontractors that create, receive, maintain or transmit Protected Information on behalf of BA, agree in writing to the same restrictions and conditions that apply to BA with respect to such PHI and implement the safeguards required by paragraph 2.d. above with respect to Electronic PHI [45 C.F.R. Section 164.504(e)(2) through (e)(5); 45 C.F.R. Section 164.308(b)]. BA shall mitigate the effects of any such violation.
- f. **Accounting of Disclosures.** Within ten (10) calendar days of a request by CE for an accounting of disclosures of Protected Information or upon any disclosure of Protected Information for which CE is required to account to an individual, BA and its agents and subcontractors shall make available to CE the information required to provide an accounting of disclosures to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.528, and the HITECH Act, including but not limited to 42 U.S.C. Section 17935 (c), as determined by CE. BA agrees to implement a process that allows for an accounting to be collected and maintained by BA and its agents and subcontractors for at least 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. At a minimum, the information collected and maintained shall include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed; and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure [45 C.F.R. 164.528(b)(2)]. If an individual or an individual's representative submits a request for an accounting directly to BA or its agents or subcontractors, BA shall forward the request to CE in writing within five (5) calendar days.
- g. **Access to Protected Information.** BA shall make Protected Information maintained by BA or its agents or subcontractors in Designated Record Sets available to CE for inspection and copying within (5) days of request by CE to enable CE to fulfill its obligations under state law [Health and Safety Code Section 123110] and the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.524 [45 C.F.R. Section 164.504(e)(2)(ii)(E)]. If BA maintains Protected Information in electronic format, BA shall provide such information in electronic format as necessary to enable CE to fulfill its obligations under the HITECH Act and HIPAA Regulations, including, but not limited to, 42 U.S.C. Section 17935(e) and 45 C.F.R. 164.524.



San Francisco Department of Public Health
Business Associate Agreement

- h. **Amendment of Protected Information.** Within ten (10) days of a request by CE for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, BA and its agents and subcontractors shall make such Protected Information available to CE for amendment and incorporate any such amendment or other documentation to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.526. If an individual requests an amendment of Protected Information directly from BA or its agents or subcontractors, BA must notify CE in writing within five (5) days of the request and of any approval or denial of amendment of Protected Information maintained by BA or its agents or subcontractors [45 C.F.R. Section 164.504(e)(2)(ii)(F)].
- i. **Governmental Access to Records.** BA shall make its internal practices, books and records relating to the use and disclosure of Protected Information available to CE and to the Secretary of the U.S. Department of Health and Human Services (the "Secretary") for purposes of determining BA's compliance with HIPAA [45 C.F.R. Section 164.504(e)(2)(ii)(I)]. BA shall provide CE a copy of any Protected Information and other documents and records that BA provides to the Secretary concurrently with providing such Protected Information to the Secretary.
- j. **Minimum Necessary.** BA, its agents and subcontractors shall request, use and disclose only the minimum amount of Protected Information necessary to accomplish the intended purpose of such use, disclosure, or request. [42 U.S.C. Section 17935(b); 45 C.F.R. Section 164.514(d)]. BA understands and agrees that the definition of "minimum necessary" is in flux and shall keep itself informed of guidance issued by the Secretary with respect to what constitutes "minimum necessary" to accomplish the intended purpose in accordance with HIPAA and HIPAA Regulations.
- k. **Data Ownership.** BA acknowledges that BA has no ownership rights with respect to the Protected Information.
- l. **Notification of Breach.** BA shall notify CE within 5 calendar days of any breach of Protected Information; any use or disclosure of Protected Information not permitted by the Agreement; any Security Incident (except as otherwise provided below) related to Protected Information, and any use or disclosure of data in violation of any applicable federal or state laws by BA or its agents or subcontractors. The notification shall include, to the extent possible, the identification of each individual whose unsecured Protected Information has been, or is reasonably believed by the BA to have been, accessed, acquired, used, or disclosed, as well as any other available information that CE is required to include in notification to the individual, the media, the Secretary, and any other entity under the Breach Notification Rule and any other applicable state or federal laws, including, but not limited to, 45 C.F.R. Section 164.404 through 45 C.F.R. Section 164.408, at the time of the notification required by this paragraph or promptly thereafter as information becomes available. BA shall take (i) prompt corrective action to cure any deficiencies and (ii) any action pertaining to unauthorized uses or disclosures required by applicable federal and state laws. [42 U.S.C. Section 17921; 42 U.S.C. Section 17932; 45 C.F.R. 164.410; 45 C.F.R. Section 164.504(e)(2)(ii)(C); 45 C.F.R. Section 164.308(b)]
- m. **Breach Pattern or Practice by Business Associate's Subcontractors and Agents.** Pursuant to 42 U.S.C. Section 17934(b) and 45 C.F.R. Section 164.504(e)(1)(iii), if the BA knows of a pattern of activity or practice of a subcontractor or agent that constitutes a material breach or violation of the subcontractor or agent's obligations under the Contract or this Agreement, the BA must take reasonable steps to cure the breach or end the violation. If the steps are



San Francisco Department of Public Health
Business Associate Agreement

unsuccessful, the BA must terminate the contractual arrangement with its subcontractor or agent, if feasible. BA shall provide written notice to CE of any pattern of activity or practice of a subcontractor or agent that BA believes constitutes a material breach or violation of the subcontractor or agent's obligations under the Contract or this Agreement within five (5) calendar days of discovery and shall meet with CE to discuss and attempt to resolve the problem as one of the reasonable steps to cure the breach or end the violation.

3. Termination.

- a. **Material Breach.** A breach by BA of any provision of this Agreement, as determined by CE, shall constitute a material breach of the CONTRACT and this Agreement and shall provide grounds for immediate termination of the CONTRACT and this Agreement, 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 and this Agreement, effective immediately, if (i) BA is named as defendant in a criminal proceeding for a violation of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws or (ii) a finding or stipulation that the BA has violated any standard or requirement of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding in which the party has been joined.
- c. **Effect of Termination.** Upon termination of the CONTRACT and this Agreement for any reason, BA shall, at the option of CE, return or destroy all Protected Information that BA and its agents and subcontractors still maintain in any form, and shall retain no copies of such Protected Information. If return or destruction is not feasible, as determined by CE, BA shall continue to extend the protections and satisfy the obligations of Section 2 of this Agreement to such information, and limit further use and disclosure of such PHI to those purposes that make the return or destruction of the information infeasible [45 C.F.R. Section 164.504(e)(2)(ii)(J)]. If CE elects destruction of the PHI, BA shall certify in writing to CE that such PHI has been destroyed in accordance with the Secretary's guidance regarding proper destruction of PHI.
- d. **Civil and Criminal Penalties.** BA understands and agrees that it is subject to civil or criminal penalties applicable to BA for unauthorized use, access or disclosure or Protected Information in accordance with the HIPAA Regulations and the HITECH Act including, but not limited to, 42 U.S.C. 17934 (c).
- e. **Disclaimer.** CE makes no warranty or representation that compliance by BA with this Agreement, HIPAA, the HITECH Act, or the HIPAA Regulations or corresponding California law provisions will be adequate or satisfactory for BA's own purposes. BA is solely responsible for all decisions made by BA regarding the safeguarding of PHI.

4. Amendment to Comply with Law.

The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of the CONTRACT or this Agreement may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, the HIPAA regulations and other applicable state or federal laws relating to the security or confidentiality of PHI. The parties understand and agree that CE must receive satisfactory written assurance



San Francisco Department of Public Health
Business Associate Agreement

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 Agreement embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the HIPAA regulations or other applicable state or federal laws. CE may terminate the Contract upon thirty (30) days written notice in the event (i) BA does not promptly enter into negotiations to amend the CONTRACT or this Agreement when requested by CE pursuant to this section or (ii) BA does not enter into an amendment to the Contract or this Agreement providing assurances regarding the safeguarding of PHI that CE, in its sole discretion, deems sufficient to satisfy the standards and requirements of applicable laws.

5. Reimbursement for Fines or Penalties.

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

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

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

APPENDIX F-1e
Appendix Term: 7/1/16 - 6/30/17
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

Program Name: Housing Subsidies

HUH

CMS #

7035

Invoice Number

HUJUL16

Contract Purchase Order No:

Funding Source: General Fund

Grant Code / Detail:

Project Code / Detail:

Invoice Period: 07/1/16 - 07/31/16

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	93,075	255							93,075	255
Housing, Resident Day - Shallow	35,770	98							35,770	98
Housing, Resident Day - Partial	6,205	17							6,205	17

	UDC	UDC	UDC	UDC	UDC
Unduplicated Clients for Appendix	370				370

EXPENDITURES	BUDGET		EXPENSES THIS PERIOD		EXPENSES TO DATE		% OF BUDGET		REMAINING BALANCE	
Total Salaries (See Page B)	\$404,462								\$404,462.00	
Fringe Benefits	\$109,205								\$109,205.00	
Total Personnel Expenses	\$513,667								\$513,667.00	
Operating Expenses:										
Occupancy-(e.g., Rental of Property, Utilities, Building Maintenance Supplies and Repairs)	\$78,616								\$78,616.00	
Materials and Supplies-(e.g., Office, Postage, Printing and Repro., Program Supplies)	\$22,958								\$22,958.00	
General Operating-(e.g., Insurance, Staff Training, Equipment Rental/Maintenance)	\$2,817,259								\$2,817,259.00	
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	\$2,918,833								\$2,918,833.00	
Capital Expenditures										
TOTAL DIRECT EXPENSES	\$3,432,500								\$3,432,500.00	
Indirect Expenses	\$446,225								\$446,225.00	
TOTAL EXPENSES	\$3,878,725								\$3,878,725.00	
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 F-1e
Appendix Term: 7/1/16 - 6/30/17
PAGE B

Invoice Number	HUJUL16
Contract Purchase Order No:	
Fund Source:	General Fund
Grant Code / Detail:	
Project Code / Detail:	
Invoice Period:	07/1/16 - 07/31/16
FINAL Invoice	<input type="checkbox"/> (check if Yes)

[illegible]

Certified By: _____
Title: _____

Amendment: 07/01/2016

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

APPENDIX F-1f
Appendix Term: 7/1/17 - 6/30/18
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

Program Name: Housing Subsidies

HUH

CMS #
7035

Invoice Number
HUJUL17

Contract Purchase Order No:

Funding Source: General Fund

Grant Code / Detail:

Project Code / Detail:

Invoice Period: 07/1/17 - 07/31/17

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	93,075	255							93,075	255
Housing, Resident Day - Shallow	35,770	98							35,770	98
Housing, Resident Day - Partial	6,205	17							6,205	17

	UDC	UDC	UDC	UDC	UDC
Unduplicated Clients for Appendix					370

EXPENDITURES	BUDGET		EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
Total Salaries (See Page B)	\$404,482					\$404,482.00
Fringe Benefits	\$109,205					\$109,205.00
Total Personnel Expenses	\$513,687					\$513,687.00
Operating Expenses:						
Occupancy-(e.g., Rental of Property, Utilities, Building Maintenance Supplies and Repairs)						\$78,616.00
Materials and Supplies-(e.g., Office, Postage, Printing and Repro., Program Supplies)	\$22,958					\$22,958.00
General Operating-(e.g., Insurance, Staff Training, Equipment Rental/Maintenance)	\$2,817					\$2,817,259.00
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	\$2,918,833					\$2,918,833.00
Capital Expenditures						
TOTAL DIRECT EXPENSES	\$3,432,500					\$3,432,500.00
Indirect Expenses	\$446,225					\$446,225.00
TOTAL EXPENSES	\$3,878,725					\$3,878,725.00
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 F-1f
Appendix Term: 7/1/17 - 6/30/18
PAGE B

Invoice Number	
HUJUL17	
Contract Purchase Order No:	
Fund Source:	General Fund
Grant Code / Detail:	
Project Code / Detail:	
Invoice Period:	07/1/17 - 07/31/17
FINAL Invoice	<input type="checkbox"/> (check if Yes)

[illegible]

Certified By: _____
Title: _____

Amendment: 07/01/2016

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

APPENDIX F-1g
Appendix Term: 7/1/18 - 6/30/19
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

Program Name: Housing Subsidies

HUH

CMS #

7035

Invoice Number

HUJUL18

Contract Purchase Order No:

Funding Source:

General Fund

Grant Code / Detail:

Project Code / Detail:

Invoice Period:

07/1/18 - 07/31/18

FINAL Invoice

☐ (check if Yes)

DELIVERABLES	TOTAL CONTRACTED		DELIVERED THIS PERIOD		DELIVERED TO DATE		% OF TOTAL		REMAINING DELIVERABLES	
	UOS	NOC	UOS	NOC	UOS	NOC	UOS	NOC	UOS	NOC
Housing, Resident Day - Standard	93,075	255							93,075	255
Housing, Resident Day - Shallow	35,770	98							35,770	98
Housing, Resident Day - Partial	6,205	17							6,205	17

	UDC	UDC	UDC	UDC	UDC
Unduplicated Clients for Appendix	370				370

EXPENDITURES

	BUDGET	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
Total Salaries (See Page B)	\$404,482				\$404,482.00
Fringe Benefits	\$109,205				\$109,205.00
Total Personnel Expenses	\$513,667				\$513,667.00
Operating Expenses:					
Occupancy-(e.g., Rental of Property, Utilities, Building Maintenance Supplies and Repairs)	\$78,616				\$78,616.00
Materials and Supplies-(e.g., Office, Postage, Printing and Repro., Program Supplies)	\$22,958				\$22,958.00
General Operating-(e.g., Insurance, Staff Training, Equipment Rental/Maintenance)	\$2,817,259				\$2,817,259.00
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	\$2,918,833				\$2,918,833.00
Capital Expenditures					
TOTAL DIRECT EXPENSES	\$3,432,500				\$3,432,500.00
Indirect Expenses	\$446,225				\$446,225.00
TOTAL EXPENSES	\$3,878,725				\$3,878,725.00
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: _____

APPENDIX F-1g
Appendix Term: 7/1/18 - 6/30/19
PAGE B

HUJUL18

Grant Code / Detail:**Project Code / Detail:**

FINAL Invoice ☐ (check if Yes)

[illegible]

Title:

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

APPENDIX F-1h
Appendix Term: 7/1/19 - 6/30/20
PAGE A

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

CMS #

7035

Invoice Number

HUJUL19

Contract Purchase Order No:

Telephone: 415-487-3000

Fax: 415-487-3009

HUH

Funding Source: General Fund

Grant Code / Detail:

Project Code / Detail:

Invoice Period: 07/1/19 - 07/31/19

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	93,075	255							93,075	255
Housing, Resident Day - Shallow	35,770	98							35,770	98
Housing, Resident Day - Partial	6,205	17							6,205	17

	UDC	UDC	UDC	UDC	UDC
Unduplicated Clients for Appendix					370

EXPENDITURES	BUDGET	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
Total Salaries (See Page B)	\$404,462				\$404,462.00
Fringe Benefits	\$109,205				\$109,205.00
Total Personnel Expenses	\$513,667				\$513,667.00
Operating Expenses:					
Occupancy-(e.g., Rental of Property, Utilities, Building Maintenance Supplies and Repairs)	\$78,616				\$78,616.00
Materials and Supplies-(e.g., Office, Postage, Printing and Repro., Program Supplies)	\$22,958				\$22,958.00
General Operating-(e.g., Insurance, Staff Training, Equipment Rental/Maintenance)	\$2,817,259				\$2,817,259.00
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	\$2,918,833				\$2,918,833.00
Capital Expenditures					
TOTAL DIRECT EXPENSES	\$3,432,500				\$3,432,500.00
Indirect Expenses	\$446,225				\$446,225.00
TOTAL EXPENSES	\$3,878,725				\$3,878,725.00
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 F-1h
Appendix Term: 7/1/19 - 6/30/20
PAGE B

HUJUL19

FINAL Invoice ☐ (check if Yes)

[illegible]

Title: _____

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

APPENDIX F-1i
Appendix Term: 7/1/20 - 6/30/21
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

CMS #

7035

Invoice Number

HUJUL20

Contract Purchase Order No:

Funding Source:

General Fund

Grant Code / Detail:

Project Code / Detail:

Invoice Period:

07/1/20 - 07/31/20

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	93,075	255							93,075	255
Housing, Resident Day - Shallow	35,770	98							35,770	98
Housing, Resident Day - Partial	6,205	17							6,205	17

	UDC	UDC	UDC	UDC	UDC
Unduplicated Clients for Appendix	370				370

EXPENDITURES

	BUDGET	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
Total Salaries (See Page B)	\$404,482				\$404,482.00
Fringe Benefits	\$109,205				\$109,205.00
Total Personnel Expenses	\$513,667				\$513,667.00
Operating Expenses:					
Occupancy-(e.g., Rental of Property, Utilities, Building Maintenance Supplies and Repairs)	\$78,616				\$78,616.00
Materials and Supplies-(e.g., Office, Postage, Printing and Repro., Program Supplies)					\$22,958.00
General Operating-(e.g., Insurance, Staff Training, Equipment Rental/Maintenance)	\$2,817,259				\$2,817,259.00
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	\$2,918,833				\$2,918,833.00
Capital Expenditures					
TOTAL DIRECT EXPENSES	\$3,432,500				\$3,432,500.00
Indirect Expenses	\$446,225				\$446,225.00
TOTAL EXPENSES	\$3,878,725				\$3,878,725.00
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: _____

APPENDIX F-1i
Appendix Term: 7/1/20 - 6/30/21
PAGE B

Invoice Number	
HUJUL20	
Contract Purchase Order No:	
Fund Source:	General Fund
Grant Code / Detail:	
Project Code / Detail:	
Invoice Period:	07/1/20 - 07/31/20
FINAL Invoice	<input type="checkbox"/> (check if Yes)

[illegible]

Certified By: _____
Title: _____

Amendment: 07/01/2016



CERTIFICATE OF LIABILITY INSURANCE

SANFRAN-02

ONEDE1

DATE (MM/DD/YYYY)
3/31/2016

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 License # 0H81923
G2 Insurance Services, LLC
140 New Montgomery, 21st Floor
San Francisco, CA 94105

CONTACT NAME:
PHONE (A/C No. Ext): (415) 426-6600 FAX (A/C No.): (415) 426-6601
E-MAIL ADDRESS:

INSURED

San Francisco AIDS Foundation
1035 Market Street, Ste. 400
San Francisco, CA 94103

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Nonprofits' Insurance Alliance of California (NIAC)

INSURER B: Berkshire Hathaway Homestate Insurance Company

20044

INSURER C:

INSURER D:

INSURER E:

INSURER F:

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL ISOR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Social Services Prof GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		201600950NPO	04/01/2016	04/01/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 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 LIQUOR LIABILITY \$ 1,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		201600950NPO	04/01/2016	04/01/2017	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ 1,000,000 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		201600950UMBPO	04/01/2016	04/01/2017	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ General 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 <input type="checkbox"/> N/A	SAWC604895	07/01/2015	07/01/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Soc Svcs Prof Liab		201600950NPO	04/01/2016	04/01/2017	\$1M/\$3M 1,000,000

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

RE: Ongoing service contracts with city and county of SF

City and County of SF, its officers, directors employees agents and representatives are named as additional insureds as respects General Liability and Auto Liability as required by written contract.

CERTIFICATE HOLDER

City and County of San Francisco - SFDPH
101 Grove Street
San Francisco, CA 94102

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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**Nonprofits' Insurance
Alliance of California**

A HEAD FOR INSURANCE... A HEART FOR NONPROFITS

Policy Number: 201600950NPO

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization:

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

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

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule as an insured but only with respect to liability arising out of your operations or premises owned by or rented to you.



Policy Number: 201500950NPO

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE ONLY

In consideration of the premium charged, it is understood and agreed that the following is added as an additional insured:

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

But only as respects a legally enforceable contractual agreement with the Named Insured and only for liability arising out of the Named Insured's negligence and only for occurrences of coverages not otherwise excluded in the policy to which this endorsement applies.

It is further understood and agreed that irrespective of the number of entities named as insureds under this policy, in no event shall the company's limits of liability exceed the occurrence or aggregate limits as applicable by policy definition or endorsement.



CERTIFICATE OF LIABILITY INSURANCE

SANFRAN-02

ONEDE1

DATE (MM/DD/YYYY)

6/30/2015

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 License # 0H81923
G2 Insurance Services, LLC
140 New Montgomery, 21st Floor
San Francisco, CA 94105

CONTACT NAME:

PHONE (A/C, No, Ext): (415) 426-6600

FAX (A/C, No): (415) 426-6601

E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A : Berkshire Hathaway Homestate Insurance Company

20044

INSURED

San Francisco AIDS Foundation
1035 Market Street, Ste. 400
San Francisco, CA 94103

INSURER B :

INSURER C :

INSURER D :

INSURER E :

INSURER F :

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

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY					
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR					EACH OCCURRENCE \$
						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
						MED EXP (Any one person) \$
						PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					PRODUCTS - COMP/OP AGG \$
	OTHER:					\$
	AUTOMOBILE LIABILITY					
	<input type="checkbox"/> ANY AUTO					COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per person) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS				BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
						\$
	UMBRELLA LIAB	<input type="checkbox"/> OCCUR				EACH OCCURRENCE \$
	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$
	DED <input type="checkbox"/> RETENTION \$					\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	<input type="checkbox"/> Y/N	SAWC604895	07/01/2015	07/01/2016	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> N/A				PER STATUTE <input type="checkbox"/> OTH-ER
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. EACH ACCIDENT \$ 1,000,000
						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Waiver of Subrogation applies in favor of The City and County of San Francisco with respects to Workers Compensation as permitted by law

CERTIFICATE HOLDER**CANCELLATION**

City and County of San Francisco
Dept. of Public Health
Att. Contracts
101 Grove St., Suite 307
San Francisco, CA 94102

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

AUTHORIZED REPRESENTATIVE

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT-CALIFORNIA

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 5.00 % of the total policy premium otherwise due on such remuneration subject to a policy maximum charge for all such waivers of 5.00 % of total policy premium.

The minimum premium for this endorsement is \$ 350.00.

Schedule**Person or Organization**

CITY AND COUNTY OF SAN FRANCISCO - DEPARTMENT OF PUBLIC
HEALTH
101 GROVE STREET, SUITE 307, SAN FRANCISCO, CA 94102

Job Description

ALL CALIFORNIA OPERATIONS

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 07/01/2015

Policy No. SAWC604885

Endorsement No. 7

Insured SAN FRANCISCO AIDS FOUNDATION

Premium \$

Insurance Company

Countersigned by _____

Berkshire Hathaway Homestate Insurance Company

