

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

**Agreement between the City and County of San Francisco and
San Francisco AIDS Foundation**

This Agreement is made this **1st day of July, 2016**, in the City and County of San Francisco, State of California, by and between **San Francisco AIDS Foundation, 1035 Market Street, San Francisco CA 94103** ("Contractor") and City.

Recitals

WHEREAS, the **Department of Public Health** ("Department") wishes to **HIV Syringe Access and Disposal services**; and,

WHEREAS, a Request for Proposal ("RFP") was issued on **March 3, 2016**, and City selected Contractor as the highest qualified scorer pursuant to the RFP; and

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

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

WHEREAS, approval for this Agreement was obtained when the Civil Service Commission approved Contract number **2006 07/08** on **March 31, 2014**;

Now, THEREFORE, the parties agree as follows:

Article 1 Definitions

The following definitions apply to this Agreement:

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

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

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

1.4 "Contractor" or "Consultant" means **San Francisco AIDS Foundation, 1035 Market Street, San Francisco CA 94103.**

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

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

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

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

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

Article 2 Term of the Agreement

2.1 The term of this Agreement shall commence on the latter of: (i) **July 1, 2016**; or (ii) the Effective Date and expire on **June 30, 2018**, unless earlier terminated as otherwise provided herein.

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

Option 1: 07/01/2018 – 06/30/2019
Option 2: 07/01/2019 – 06/30/2020
Option 3: 07/01/2020 – 06/30/2021
Option 4: 07/01/2021 – 06/30/2022
Option 5: 07/01/2022 – 06/30/2023
Option 6: 07/01/2023 – 06/30/2024
Option 7: 07/01/2024 – 06/30/2025
Option 8: 07/01/2025 – 06/30/2026

Article 3 Financial Matters

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

no obligation to make appropriations for this Agreement in lieu of appropriations for new or other agreements. City budget decisions are subject to the discretion of the Mayor and the Board of Supervisors. Contractor's assumption of risk of possible non-appropriation is part of the consideration for this Agreement.

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

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

3.3 Compensation.

3.3.1 Payment. Contractor shall provide an invoice to the City on a monthly basis for Services completed in the immediate preceding month, unless a different schedule is set out in Appendix B, "Calculation of Charges." Compensation shall be made for Services identified in the invoice that the **Director of Health**, in his or her sole discretion, concludes has been satisfactorily performed. Payment shall be made within 30 calendar days of receipt of the invoice, unless the City notifies the Contractor that a dispute as to the invoice exists. In no event shall the amount of this Agreement exceed **Four Million Nine Hundred Seventy-Six Thousand Eight Hundred Thirty DOLLARS (\$4,976,830)**. The breakdown of charges associated with this Agreement appears in Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein. In no event shall City be liable for interest or late charges for any late payments.

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

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

3.3.4 Invoice Format. Invoices furnished by Contractor under this Agreement must be in a form acceptable to the Controller and City, and must include a unique invoice number. Payment shall be made by City to Contractor at the address specified in Section 11.1, "Notices to the Parties," or in such alternate manner as the Parties have mutually agreed upon in writing.

3.3.5 Reserved. (LBE Payment and Utilization Tracking System)

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

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

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

3.3.7 Grant Funded Contracts.

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

(b) Reserved (Grant Terms)

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

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

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

components identified in the detailed descriptions attached to Appendix A and referred to in the Program Budgets of Appendix B as discrete program entities of the Contractor.

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

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

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

Article 4 Services and Resources

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

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

4.3 **Subcontracting.** Contractor may subcontract portions of the Services only upon prior written approval of City. Contractor is responsible for its subcontractors throughout the course of the

work required to perform the Services. All Subcontracts must incorporate the terms of Article 10 "Additional Requirements Incorporated by Reference" of this Agreement, unless inapplicable. Neither Party shall, on the basis of this Agreement, contract on behalf of, or in the name of, the other Party. Any agreement made in violation of this provision shall be null and void. City's execution of this Agreement constitutes its approval of the **subcontractors listed below.**

- a. **Glide**
- b. **Saint James Infirmary**
- c. **Homeless Youth Alliance**
- d. **SF Drug Users Union**

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

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

4.4.2 Payment of Employment Taxes and Other Expenses. Should City, in its discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Division, or both, determine that Contractor is an employee for purposes of collection of

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

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

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

Article 5 Insurance and Indemnity

5.1 Insurance.

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

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

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

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

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

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

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

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

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

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

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

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

5.2 Indemnification. Contractor shall indemnify and hold harmless City and its officers, agents and employees from, and, if requested, shall defend them from and against any and all claims, demands, losses, damages, costs, expenses, and liability (legal, contractual, or otherwise) arising from or in any way connected with any: (i) injury to or death of a person, including employees of City or Contractor; (ii) loss of or damage to property; (iii) violation of local, state, or federal common law, statute or regulation, including but not limited to privacy or personally identifiable information, health information, disability and labor laws or regulations; (iv) strict liability imposed by any law or regulation; or (v) losses arising from Contractor's execution of subcontracts not in accordance with the requirements of this Agreement applicable to subcontractors; so long as such injury, violation, loss, or strict liability (as set forth in subsections (i) – (v) above) arises directly or indirectly from Contractor's performance of this Agreement, including, but not limited to, Contractor's use of facilities or equipment provided by City or others, regardless of the negligence of, and regardless of whether liability without fault is imposed or sought to be imposed on City, except to the extent that such indemnity is void or otherwise unenforceable

under applicable law, and except where such loss, damage, injury, liability or claim is the result of the active negligence or willful misconduct of City and is not contributed to by any act of, or by any omission to perform some duty imposed by law or agreement on Contractor, its subcontractors, or either's agent or employee. Contractor shall also indemnify, defend and hold City harmless from all suits or claims or administrative proceedings for breaches of federal and/or state law regarding the privacy of health information, electronic records or related topics, arising directly or indirectly from Contractor's performance of this Agreement, except where such breach is the result of the active negligence or willful misconduct of City. The foregoing indemnity shall include, without limitation, reasonable fees of attorneys, consultants and experts and related costs and City's costs of investigating any claims against the City.

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

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

Article 6 Liability of the Parties

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

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

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

Article 7 Payment of Taxes

7.1 Except for any applicable California sales and use taxes charged by Contractor to City, Contractor shall pay all taxes, including possessory interest taxes levied upon or as a result of this Agreement, or the Services delivered pursuant hereto. Contractor shall remit to the State of California any

sales or use taxes paid by City to Contractor under this Agreement. Contractor agrees to promptly provide information requested by the City to verify Contractor's compliance with any State requirements for reporting sales and use tax paid by City under this Agreement.

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

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

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

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

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

Article 8 Termination and Default

8.1 Termination for Convenience

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

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

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

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

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

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

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

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

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

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

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

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

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

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

8.1.5 In arriving at the amount due to Contractor under this Section, City may deduct: (i) all payments previously made by City for Services covered by Contractor's final invoice; (ii) any claim which City may have against Contractor in connection with this Agreement; (iii) any invoiced costs or

expenses excluded pursuant to the immediately preceding subsection 8.1.4; and (iv) in instances in which, in the opinion of the City, the cost of any Service performed under this Agreement is excessively high due to costs incurred to remedy or replace defective or rejected Services, the difference between the invoiced amount and City's estimate of the reasonable cost of performing the invoiced Services in compliance with the requirements of this Agreement.

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

8.2 Termination for Default; Remedies.

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

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

3.5	Submitting False Claims.	10.4	Nondisclosure of Private, Proprietary or Confidential Information
4.5	Assignment	10.10	Alcohol and Drug-Free Workplace
Article 5	Insurance and Indemnity	10.13	Working with Minors
Article 7	Payment of Taxes	11.10	Compliance with Laws
10.4.3	Protected Health Information	Item 1 of Appendix D attached to this Agreement	

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

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

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

8.2.2 On and after any Event of Default, City shall have the right to exercise its legal and equitable remedies, including, without limitation, the right to terminate this Agreement or to seek specific performance of all or any part of this Agreement. In addition, where applicable, City shall have

the right (but no obligation) to cure (or cause to be cured) on behalf of Contractor any Event of Default; Contractor shall pay to City on demand all costs and expenses incurred by City in effecting such cure, with interest thereon from the date of incurrence at the maximum rate then permitted by law. City shall have the right to offset from any amounts due to Contractor under this Agreement or any other agreement between City and Contractor: (i) all damages, losses, costs or expenses incurred by City as a result of an Event of Default; and (ii) any liquidated damages levied upon Contractor pursuant to the terms of this Agreement; and (iii), any damages imposed by any ordinance or statute that is incorporated into this Agreement by reference, or into any other agreement with the City.

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

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

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

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

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

3.3.2	Payment Limited to Satisfactory Services	9.1	Ownership of Results
3.3.7(a)	Grant Funded Contracts - Disallowance	9.2	Works for Hire
3.4	Audit and Inspection of Records	10.4	Nondisclosure of Private, Proprietary or Confidential Information
3.5	Submitting False Claims	11.6	Dispute Resolution Procedure
Article 5	Insurance and Indemnity	11.7	Agreement Made in California; Venue
6.1	Liability of City	11.8	Construction
6.3	Liability for Incidental and Consequential Damages	11.9	Entire Agreement
Article 7	Payment of Taxes	11.10	Compliance with Laws
8.1.6	Payment Obligation	11.11	Severability
10.4.3	Protected Health Information	Item 1 of Appendix D attached to this Agreement	

8.4.2 Subject to the survival of the Sections identified in Section 8.4.1, above, if this Agreement is terminated prior to expiration of the term specified in Article 2, this Agreement shall be of no further force or effect. Contractor shall transfer title to City, and deliver in the manner, at the times, and to the extent, if any, directed by City, any work in progress, completed work, supplies, equipment,

and other materials produced as a part of, or acquired in connection with the performance of this Agreement, and any completed or partially completed work which, if this Agreement had been completed, would have been required to be furnished to City.

Article 9 Rights In Deliverables

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

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

Article 10 Additional Requirements Incorporated by Reference

10.1 Laws Incorporated by Reference. The full text of the laws listed in this Article 10, including enforcement and penalty provisions, are incorporated by reference into this Agreement. The full text of the San Francisco Municipal Code provisions incorporated by reference in this Article and elsewhere in the Agreement ("Mandatory City Requirements") are available at www.sfgov.org under "Government."

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

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

10.4 Nondisclosure of Private, Proprietary or Confidential Information.

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

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

10.4.3 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.

10.5 Nondiscrimination Requirements

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

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

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

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

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

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

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

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

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

person of the limitation on contributions imposed by Section 1.126 and provide the names of the persons required to be informed to City.

10.12 Reserved. (Slavery Era Disclosure)

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

10.14 Consideration of Criminal History in Hiring and Employment Decisions

10.14.1 Contractor agrees to comply fully with and be bound by all of the provisions of Chapter 12T, "City Contractor/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions," of the San Francisco Administrative Code ("Chapter 12T"), including the remedies provided, and implementing regulations, as may be amended from time to time. The provisions of Chapter 12T are incorporated by reference and made a part of this Agreement as though fully set forth herein. The text of the Chapter 12T is available on the web at <http://sfgov.org/olse/fco>. 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.

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

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

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

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

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

10.19 Reserved. (Preservative Treated Wood Products)

Article 11 General Provisions

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

To CITY:	Office of Contract Management and Compliance Department of Public Health 101 Grove Street, Room 402 San Francisco, California 94102	FAX: (415) 554-1100 e-mail: Irene.carmona@sfdph.org
And:	Tracey Packer CHEP 25 VAN NESS SUITE 500 SAN FRANCISCO, CA 94102	e-mail: Tracey.packer@sfdph.org
To CONTRACTOR:	SAN FRANCISCO AIDS FOUNDATION 1035 MARKET ST. SUITE400 SAN FRANCISCO, CA 94103	e-mail: rhill@sfaf.org

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

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

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

11.4 Sunshine Ordinance. Contractor acknowledges that this Agreement and all records related to its formation, Contractor's performance of Services, and City's payment are subject to the

California Public Records Act, (California Government Code §6250 et. seq.), and the San Francisco Sunshine Ordinance, (San Francisco Administrative Code Chapter 67). Such records are subject to public inspection and copying unless exempt from disclosure under federal, state or local law.

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

11.6 Dispute Resolution Procedure.

11.6.1 Negotiation; Alternative Dispute Resolution. The Parties will attempt in good faith to resolve any dispute or controversy arising out of or relating to the performance of services under this Agreement. If the Parties are unable to resolve the dispute, then, pursuant to San Francisco Administrative Code Section 21.35, Contractor may submit to the Contracting Officer a written request for administrative review and documentation of the Contractor's claim(s). Upon such request, the Contracting Officer shall promptly issue an administrative decision in writing, stating the reasons for the action taken and informing the Contractor of its right to judicial review. If agreed by both Parties in writing, disputes may be resolved by a mutually agreed-upon alternative dispute resolution process. If the parties do not mutually agree to an alternative dispute resolution process or such efforts do not resolve the dispute, then either Party may pursue any remedy available under California law. The status of any dispute or controversy notwithstanding, Contractor shall proceed diligently with the performance of its obligations under this Agreement in accordance with the Agreement and the written directions of the City. Neither Party will be entitled to legal fees or costs for matters resolved under this section.

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

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

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

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

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

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

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

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

11.13 Order of Precedence. Contractor agrees to perform the services described below in accordance with the terms and conditions of this Agreement, implementing task orders, the RFP or Sole Source, and Contractor's proposal dated **March 3, 2016**. The RFP and Contractor's proposal are incorporated by reference as though fully set forth herein. Should there be a conflict of terms or conditions, this Agreement and any implementing task orders shall control over the RFP and the Contractor's proposal.

11.14 Order of Precedence. Contractor agrees that in the event of discrepancy, inconsistency, gap, ambiguity, or conflicting language between the City's terms and Contractor's printed terms attached, the City's terms shall take precedence, followed by the procurement issued by the department, Contractor's proposal, and Contractor's printed terms, respectively.

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

Article 12 MacBride And Signature

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

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

CITY

Recommended by:



Date:

7/14/16

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

CONTRACTOR

San Francisco AIDS Foundation


Joe Hollendomer
CEO

Date:

7/13/16

City vendor number: 16252

Approved as to Form:

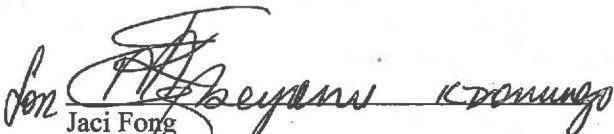
Dennis J. Herrera
City Attorney

By:


Date: 7/14/16

Deputy City Attorney

Approved:


Jaci Fong

Director of the Office of Contract Administration, and
Purchaser

Appendices

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

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PURCHASING DEPARTMENT

Appendix A Scope of Services

1. Terms

A. Contract Administrator:

In performing the Services hereunder, Contractor shall report to **Tracey Packer, Tomas Aragon M.D.**, Contract Administrator for the City, or his / her designee.

B. Reports:

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

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

C. Evaluation:

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

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

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

D. Possession of Licenses/Permits:

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

E. Adequate Resources:

Contractor agrees that it has secured or shall secure at its own expense all persons, employees and equipment required to perform the Services required under this Agreement, and that all

such Services shall be performed by Contractor, or under Contractor's supervision, by persons authorized by law to perform such Services.

F. Admission Policy:

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

G.. Grievance Procedure:

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

H. Infection Control, Health and Safety:

(1) Contractor must have a Bloodborne Pathogen (BBP) Exposure Control plan 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.

I. Aerosol Transmissible Disease Program, Health and Safety:

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

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

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

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

J. Acknowledgment of Funding:

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

K. 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.

2. Description of Services

Contractor agrees to perform the following Services:

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

Detailed description of services are listed below and are attached hereto

Appendix A-1 HIV Syringe Access and Disposal Services

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

SUMMARY

Service Provider(s):	San Francisco AIDS Foundation		
Fiscal Agency:	San Francisco AIDS Foundation		
Total Contract Amount:	\$4,443,598		
Funding Source:	General Fund, CDC		
System of Care:	HIV Prevention Section (HPS)		
Provider Address:	1035 Market Street, Suite 400, San Francisco, CA 94103		
Provider Phone:	415-487-3000	Provider Fax: 415-487-3094	
Contact Person:	Richard Hill, Director, Government Contracts		
	Direct Phone #: 415- 487-8042		
	email: rhill@sfaf.org		
	Appendix A-1		
	YEAR ONE		
Program Name:	Syringe Access Services		
Amount:	\$2,064,945	Appendix B-1; B-1a; B-1b	
Term:	07.01.16 – 6.30.17		
Definition of UOS:	A Unit of Service (UOS) is equivalent to 1 hour of service/activity or 1 month of Program Coordination.		
UOS and UDC/NOC:	<u>Modality</u>	<u># of UOS</u>	<u># of UDC/NOC</u>
	Syringe Access & Disposal Services	3,614	44,300
	Citywide Syringe Sweeps	2,028	N/A
	Community-Based Sweeps Events	264	N/A
	Program Coordination	12	N/A
	YEAR TWO		
Program Name:	Syringe Access Services		
Amount:	2,064,945	Appendix B-1c; B-1d; B-1e	
Term:	07.01.17 – 6.30.18		
Definition of UOS:	A Unit of Service (UOS) is equivalent to 1 hour of service/activity or 1 month of Program Coordination.		
UOS and UDC/NOC:	<u>Modality</u>	<u># of UOS</u>	<u># of UDC/NOC</u>
	Syringe Access & Disposal Services	3,614	44,300
	Citywide Syringe Sweeps	2,028	N/A
	Community-Based Sweeps Events	264	N/A
	Program Coordination	12	N/A
Target Population:	Intravenous drug users (IDUs) throughout San Francisco		
Description of Service:	Provides access to sterile syringes and safer injection supplies thus ensuring IDUs have clean syringes, and reducing the likelihood of syringe sharing and		

	the risk of HIV transmission among the target population. SFAF will serve as the lead agency for all syringe access and disposal services in the city, with partners St. James Infirmary, Glide, the Homeless Youth Alliance and the San Francisco Drug Users Union.		
Program Name:	Appendix A-2		
Amount:	YEAR ONE		
Term:	Homeless Youth Alliance		
Definition of UOS:	\$156,854 Appendix B-2		
UOS and UDC/NOC:	07.01.16 – 6.30.17		
	A Unit of Service (UOS) is equivalent to 1 month of activities associated with the administration of these funds.		
	<u>Modality</u>	<u># of UOS</u>	<u># of UDC/NOC</u>
	HYA Personnel and Operating Exp.	12	N/A
	HYA Disposal Services	12	N/A
Program Name:	YEAR TWO		
Amount:	Homeless Youth Alliance		
Term:	\$156,854 Appendix B-2a		
Definition of UOS:	07.01.17 – 6.30.18		
UOS and UDC/NO	A Unit of Service (UOS) is equivalent to 1 month of activities associated with the administration of these funds.		
	<u>Modality</u>	<u># of UOS</u>	<u># of UDC/NOC</u>
	HYA Personnel and Operating Exp.	12	N/A
	HYA Disposal Services	12	N/A
Target Population:	Young adults aged 13-29 living on the street in the Haight and female identified IDUs in the Mission.		
Description of Service:	This appendix addresses administrative activities to be paid by funds provided by the City and County of San Francisco to the Homeless Youth Alliance. Tides Foundation serves as the fiscal agent for HYA. SFAF's agreement with HYA is that all invoicing will come from Tides Foundation and the checks are made payable to Tides/Homeless Youth Alliance. Funds are to be used for various personnel and operating expenses and for syringe disposal services.		

Contractor: San Francisco AIDS Foundation
Fiscal Year: 2016-2017
2017-2018

Appendix A-1
Contract Term: 07.01.16 through 06.30.18
Funding Sources: General Fund and CDC

1. Identifiers:

Program Name: San Francisco AIDS Foundation – Syringe Access Services
Program Address: 1035 Market Street, Suite 400
City, State, Zip Code: San Francisco, CA 94103
Telephone/FAX: (415) 487-3000/(415) 487-3094
Website Address: www.sfaf.org

Contractor Address: same as above

City, State, Zip Code:

Person completing this Narrative: Terry Morris, Manager Syringe Access Services

Telephone: (510) 338-8159 cell/ (415) 487-8043 desk

Email Address: tmorris@sfaf.org

2. Nature of Document:

☒ New ☐ Renewal ☐ Modification

Appendix Terms:

Appendix #: A-1	Appendix #: A-1
Appendix Term: 07/01/16 – 06/30/17	Appendix Term: 07/01/17 – 06/30/18

3. Goal Statement:

To reduce new HIV infections by providing syringe access and disposal services to people who inject drugs (PWID) in San Francisco.

4. Target Population:

San Francisco residents who are PWIDs, homeless, active drug users, formerly incarcerated, and/or struggling with mental health challenges, ensuring that services reach and meet the specific needs of the following subpopulations: males who have sex with males, youth, females, transgender persons, and males who have sex with females.

5. Modality(s) / Intervention(s):

Year One: July 1, 2016 – June 30, 2017

Units of Service (UOS) Description	Units of Service (UOS)	# of Contacts (NOC)
Syringe Access and Disposal Service Hours Syringe Access and Disposal Service Hours One UOS = one hour of Syringe Access and Disposal Services 69.5 hours of syringe access and disposal services per week * 52 weeks = 3,614 UOS 12.26 clients per hour * 3,614 hours = 44,300 NOC Citywide Syringe Sweeps One UOS = one hour of Citywide Sweeps 39 hours of sweeps per week * 52 weeks = 2,028 UOS Community-Based Sweeps Events One UOS = one Community-Based Sweep Event 264 events = 264 UOS	5,906	44,300
Syringe Access and Disposal Coordination & Bulk Purchasing One UOS = one month of Syringe Access and Disposal Coordination & Bulk Purchasing 12 months of Syringe Access and Disposal Coordination & Bulk Purchasing = 12 UOS	12	N/A
Total Services Delivered	5,918	44,300

Year Two: July 1, 2017 – June 30, 2018

Units of Service (UOS) Description	Units of Service (UOS)	# of Contacts (NOC)
Syringe Access and Disposal Service Hours Syringe Access and Disposal Service Hours One UOS = one hour of Syringe Access and Disposal Services 69.5 hours of syringe access and disposal services per week * 52 weeks = 3,614 UOS 12.26 clients per hour * 3,614 hours = 44,300 NOC Citywide Syringe Sweeps One UOS = one hour of Citywide Sweeps 39 hours of sweeps per week * 52 weeks = 2,028 UOS Community-Based Sweeps Events One UOS = one Community-Based Sweep Event 264 events = 264 UOS	5,906	44,300
Syringe Access and Disposal Coordination & Bulk Purchasing One UOS = one month of Syringe Access and Disposal Coordination & Bulk Purchasing 12 months of Syringe Access and Disposal Coordination & Bulk Purchasing = 12 UOS	12	N/A
Total Services Delivered	5,918	44,300

6. Methodology:

The Syringe Access Collaborative (SAC) will provide 3,614 hours of syringe access, 264 Community Cleanups, and 2,028 hours of disposal sweeps annually in eight San Francisco neighborhoods.

A. Syringe Access and Disposal Services includes the following direct client services:

1. **Provision of sterile injection equipment to clients.** SAC partners will provide sterile injection equipment at mobile van based sites, through street outreach, camp outreach, secondary exchange programming, private syringe exchange, fixed site, and multi-service drop in center sites.
2. **Distribution of syringe disposal supplies, (fitpacks, small bio-bins).** Every participant will be offered a disposal container when picking up supplies. SAC staff members will provide encouragement and positive reinforcement to participants who bring in returns. Additionally, disposal sweep community outreach workers will make sharps containers available to people they engage during sweeps and to residents and business owners who would like to join the cause.
3. **Collection of disposed injection equipment, including disposal at sites and sweep programs, and in collaboration with the SFDPH Rapid Response Team as needed.** SAC staff members and volunteers will sweep mapped routes (see attachments) in documented hot spot areas. SAC staff members will provide training on safe handling to all volunteers and staff assisting with sweeps. SAC staff members will properly close and lock sharps containers.
4. **Provision of safer sex supplies, health education on subjects such as safer injection practices, appropriate disposal procedures and overdose prevention as well as health promotion,** Safer sex supplies will be made available at all SAC sites, and SAC members will engage participants around overdose prevention and provide DOPE Trainings, safer disposal and proper use of sharps containers, and engage with participants about safer injection, vein care, and self care.
5. **Referral and linkage to medical care, case management, treatment services and other ancillary services.** All SAC staff members will provide referrals (and when feasible) offer warm hand offs to services including medical care, the broad spectrum of substance use treatment services available in San Francisco, food, shelter, mental health counseling, and benefits.
6. **Linkage to HIV/HCV testing.** All SAC members will offer participants linkage to on-site HIV/HCV testing or referrals to HIV/HCV testing.

B. Syringe Access and Disposal Coordination includes the following non-direct client services:

1. **Overall coordination and responsibility for any agencies subcontracted to perform syringe access or disposal services or to reach the target populations.** SFAF, the SAC Lead Coordinating agency, will monitor subcontractor performance, supply budget, syringe returns, ensure that work is documented and reported, and in collaboration with SAC membership problem solve, innovate, and deepen our relationships and coordinate our services.
2. **Participate in meetings of any subcontractors and SFDPH Rapid Response Clean Team engaged in disposal efforts (including sweeps) to ensure consistency of service delivery and ensure complementary and non-duplicative efforts.** SFAF will participate in disposal team

meetings and assess and re-assess sweep mapped routes to avoid duplicating services and adjusting service areas to heavy need areas and to respond to community concerns.

3. **Provide leadership to and training for any subcontractors.** SAC Coordinating agency will arrange for trainings on subjects of interest to subcontractors and invite SAC members to SAS upcoming staff development trainings on boundaries, HCV medical care and linkage, safer injecting/vein care harm reduction counseling, and referral resources.
 4. **In partnership with DPH, act as a "Good Neighbor"/Community Partner and actively establish and maintain positive relationships with neighbors, police, and other stakeholders in the community. In areas around syringe sites, syringe providers must respond collaboratively to residents, and adhere to all city requirements. When requested, attend community and/or police meetings with DPH to present information about the syringe access and disposal program.** SAC Coordinating agency SFAF will be a good neighbor, build community ties, alliances, and respectfully engage with people opposed to harm reduction services in their neighborhoods. SAC staff will make every effort – dependent on staffing schedules and availability – to attend community and/or police meetings with DPH to present information about the syringe access and disposal program.
- C. **Bulk Purchasing and Distribution** includes the following support services for any subcontractors:
1. **Order, purchase, and distribute syringes and safer injection equipment for the lead agency, any subcontracted agencies.**
- D. **Citywide Syringe Sweeps:** A coordinated effort of at least two people whose sole purpose it is to search for, collect, and report on improperly discarded syringes, particularly on the streets and sidewalk within a specific geographic area. Sweeps must be complementary to other disposal efforts provided by the applicant and in collaboration with the SFDPH Rapid Response Clean Team. Requirements include:
1. **Development of sweep schedules, focusing on hot spots, i.e., locations where improperly discarded syringes historically have appeared frequently.** See attached maps and sweep schedule.
 2. **Ability to respond to DPH requests to increase sweeps in specific areas as needed.** Sweep schedules may be adjusted to meet the needs of the community.
 3. **Ability to incorporate other new methods of responding to sweep requests in real-time such as cell phone, text, mobile phone application.**
 4. **Providing education to community about safe disposal options.** All SAC members will share in development of safe disposal materials and outreach strategies to build community support for harm reduction and syringe access and safer disposal efforts.
- E. **Coordination of Community-Based Sweeps Events:** SFAF will coordinate neighborhood-wide sweep events that mobilize residents and staff of agencies working in areas where sweeps are necessary to create visibility, a sense of community and common purpose while providing a service.
- F. **Data Collection and Reporting:** Documentation of services must include logs of distribution of sterile injection equipment and supplies, collection and disposal of discarded syringes including:
1. **Reporting of sterile injection equipment distribution by site,**

Syringes in and Syringes out will be collected by all SAC agencies. Data by site will be requested (as opposed to aggregate monthly data).

2. **Submission of collected needle data on a quarterly basis,**
Sweep and Community Cleanup Data will be collected monthly including the route swept, the needles collected.
3. **Reporting of sweep data monthly to DPH, Records of education and outreach efforts to community about safe disposal options.**
Sweep and Community Cleanup Data will be collected monthly including the route swept, the needles collected. SAC members will track: # of Syringes collected, # of sharps containers distributed, the disposal sweep route, and provide a narrative after each sweep documenting community relationship building, education and outreach efforts, and contacts for follow up.
4. **Distribution of syringe disposal supplies.(fitpacks, small bio-bins, tongs)**
SAC lead agency will track syringe disposal container and tong purchases and provide data on supplies ordered by each agency.

7. Objectives and Measurements:

A. Individualized Objectives

- 1) By the end of each program year, Syringe Access Collaborative/San Francisco AIDS Foundation will provide at least 3,500,000 syringes annually to 44,300 people as documented by syringe access logs.
- 2) By the end of each program year, Syringe Access Collaborative/San Francisco AIDS Foundation will provide at least 200,000 condoms annually to 16,500 people as documented by condom cases ordered.
- 3) By the end of each program year, Syringe Access Collaborative/San Francisco AIDS Foundation will collect at least 10,500 syringes annually as documented by disposal sweep logs .
- 4) By the end of each program year, Syringe Access Collaborative/San Francisco AIDS Foundation will conduct at least 264 community clean-up events annually to 900 people as documented by volunteer sign in sheets and sweep logs.

1. **Staff Issues:** SFAF's SAS Program Manager, in collaboration with the Director or Behavioral Health Services and the Senior Director of Programs and Services, will review monthly SAC UOS, coordinate client satisfaction survey, ensure that site data and sweep data are recorded and submitted.

2. **Data Collection Tools** will include: syringe access site data log, syringe disposal sweep log, volunteer sign in sheets, condom purchase invoices

3. **Data:**

All SAC members will collect the following data by individual site:

- syringes returned
- syringes distributed
- Number of contacts and apparent demographics
- Syringes swept
- Mapped route of sweeps
- Narrative of community encounters/conversations/items for follow up

In addition, SFAF collects more comprehensive data on participants through an annual anonymous survey. These voluntary surveys assess demographic data, health status (such as HIV status, linkage to care, medication adherence, etc.), risk behaviors, and client satisfaction.

4. **Frequency:** Site data will be collected at every site, entered into an excel spreadsheet, and analyzed on a monthly basis. Sweep data will be collected at every sweep, entered into an excel spreadsheet, and analyzed on a monthly basis.
5. **Data Reporting:** The SAS Program Manager and the Logistics Coordinator will receive and analyze these data, in coordination with the Government Contracts Director. The evaluation data will be used to measure whether sites have adequate staffing levels, if the site is well utilized or needs outreach to make it successfully reach people, to track our disposal rate and use it to motivate staff and participants to increase returns, and to assess whether our level of service meets the needs of the community.

8. Continuous Quality Improvement (CQI):

Describe the program's CQI activities to enhance, improve, and monitor the quality of services delivered, including data collection and reporting. The CQI section must include a guarantee of compliance with Health Commission, Local, State, Federal, and/or Funding Source policies and requirements - such as, Harm Reduction, Health Insurance Portability and Accountability Act (HIPAA), Cultural Competency, and Client Satisfaction.

a) Staff assigned to program evaluation.

At SFAF, all program data are compiled and reviewed quarterly by our Director of Program Development and Operations, Government Contracts Director, Senior Director of Programs and Services, and Executive Director of Gay and Bi Men's Health and Wellness. At least twice a year, each program manager sits down with their supervisor and their team to review the data and determine any program refinements that may be necessary (such as if the program is not on track to meet its objectives). At this meeting, action items are developed to make these changes. The Senior Director of Programs and Services and Director of Program Development and Operations keep and review an active list of the action items. These processes will continue with SIP. In addition to these quality assurance procedures, every six months the data are presented to SFAF's Leadership Team and Program Team, who discuss findings and brainstorm ways to improve that program or other programs within SFAF.

SFAF will comply with all Health Commission, Local, State, Federal, and/or Funding Source policies and requirements, including those pertaining to Harm Reduction, the Health Insurance Portability and Accountability Act (HIPAA), Cultural Competency, and Client Satisfaction. All SAC members will comply with the CHEP "Syringe Access and Disposal Program Policies and Guidelines" located here: <http://harmreduction.org/wp-content/uploads/2012/01/SPPPGVersion2-3-1-2011.pdf>.

b) How you will review and assess the extent to which your program is meeting its objectives.

Monthly review of contract UOS versus performance, reading client satisfaction surveys, conversations with participants about their experiences at our services, surveys.

c) What you will do if you learn the program is not meeting its objectives.

Meet with the Syringe Access Collaborative and strategize, seek counsel from SFDPH, identify problems and adjust services to solve them.

d) How you will use data/evaluation findings to change the program.

Looking at demographic data, attendance patterns, service utilization, and reading client satisfaction surveys can highlight areas that need adjusting to improve the program.

9. Required Language:

None required.

1. Identifiers:

Program Name: San Francisco AIDS Foundation – Syringe Access Services: Additional Funds for Homeless Youth Alliance (No client services will be provided at 607-A Haight Street)
Program Address: 1035 Market Street, Suite 400
City, State, Zip Code: San Francisco, CA 94103
Telephone/FAX: (415) 487-3000/(415) 487-3094
Website Address: www.sfaf.org

Contractor Address: same as above

City, State, Zip Code:

Person completing this Narrative: Terry Morris, Manager Syringe Access Services

Telephone: (510) 338-8159 cell/ (415) 487-8043 desk

Email Address: tmorris@sfaf.org

2. Nature of Document:

☒ New ☐ Renewal ☐ Modification

Appendix Terms:

Appendix #: A-2	Appendix #: A-2
Appendix Term: 07/01/16 – 06/30/17	Appendix Term: 07/01/17 – 06/30/18

3. Goal Statement:

To reduce new HIV infections by providing syringe access and disposal services to people who inject drugs (PWID) in San Francisco.

4. Target Population:

The Homeless Youth Alliance (HYA) offers services for young adults aged 13-29 living on the street in the Haight and female-identified IDUs in the Mission. No client services will be provided at 607-A Haight Street.

5. Modality(s) / Intervention(s):

Year One: July 1, 2016 – June 30, 2017

Units of Service (UOS) Description	Units of Service (UOS)	Number of Contacts (NOC)
HYA Personnel and Operating Expenses One UOS = one month of personnel and operating expenses	12	N/A
HYA Disposal Efforts One UOS = one month of disposal services	12	N/A
Total Services Delivered	12	N/A

Year Two: July 1, 2017 – June 30, 2018

Units of Service (UOS) Description	Units of Service (UOS)	Number of Contacts (NOC)
HYA Personnel and Operating Expenses One UOS = one month of personnel and operating expenses	12	N/A
HYA Disposal Efforts One UOS = one month of disposal services	12	N/A
Total Services Delivered	12	N/A

6. Methodology

This Appendix addresses administrative activities to be paid by funds provided by the City and County of San Francisco to the Homeless Youth Alliance. Tides Foundation serves as the fiscal agent for HYA. SFAF's agreement with HYA is that all invoicing will come from Tides Foundation and the checks are made payable to Tides/Homeless Youth Alliance.

For this Appendix, the additional funding for Homeless Youth Alliance will be used for various personnel and operating expenses, and for syringe disposal services, during the period July 1, 2016 – June 30, 2017 as well as the period July 1 2017 – June 30, 2018.

7. Objectives and Measurements – N/A

8. Continuous Quality Improvement - Please see Appendix A-1

Appendix B

Calculation of Charges

1. Method of Payment

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

2. Program Budgets and Final Invoice

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

Appendix B HIV Syringe Access and Disposal Services

B. Contractor understands that, of the maximum dollar obligation listed in Article 3.3.1 of this Agreement, \$533,232 is included as a contingency amount and is neither to be used in Program Budgets attached to this Appendix, or available to Contractor without a modification to this Agreement executed in the same manner as this Agreement or a revision to the Program Budgets of Appendix B, which has been approved by Contract Administrator. Contractor further understands that no payment of any portion of this contingency amount will be made unless and until such modification or budget revision has been fully approved and executed in accordance with applicable City and Department of Public Health laws, regulations and policies/procedures and certification as to the availability of funds by Controller. Contractor agrees to fully comply with these laws, regulations, and policies/procedures.

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

	Term	Funding Source	Amount
Original Agreement	7/01/2016-6/30/2017	General Fund	\$2,216,799
Original Agreement	7/01/2016-12/31/2016	Federal CDC	\$5,000
Original Agreement	7/01/2017-6/30/2018	General Fund	\$2,216,799
Original Agreement	7/01/2017-12/31/2017	Federal CDC	\$5,000
			Contingency <u>\$533,232</u>
			(This equals the total NTE)Total <u>\$4,976,830</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.

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

Appendix B - Budget Document

	A	B	C	D	E	F	G	H	I	J
1	DPH 1: Department of Public Health Contract Budget Summary by Program									
2	CMS # 7774					Appendix # B			Page # 3	
3	DPH Section									
4	Check one: <input checked="" type="checkbox"/> New <input type="checkbox"/> Renewal <input type="checkbox"/> Modification					Contract Term (7/1/16-6/30/18)			Fiscal Year(s) 16-18	
5	Agency/Organization Name San Francisco AIDS Foundation					Funding Notification Date 6/10/2016				
6	Contractor Name (may be same as above) San Francisco AIDS Foundation									
7	Program/Provider Name Syringe Access and Disposal Services									
8	Appendix Number	A-1/B-1	A-1/B-1a	A-1/B-b	A-2/B-2	A-1/B-1c	A-1/B-1d	A-1/B-1e	A-2/B-2a	TOTALS
9	Appendix Term (mm/dd/yy-mm/dd/yy)	7.01.16-6.30.17	7.01.16-6.30.17	7.01.16-12.31.16	7.01.16-6.30.17	7.01.17-6.30.18	7.01.17-6.30.18	7.01.17-12.31.17	7.01.17-6.30.18	
10	EXPENSES									
11	Salaries	\$ 254,725	\$ -	\$ -	\$ -	\$ 254,725	\$ -	\$ -	\$ -	\$ 509,450
12	Employee Benefits	\$ 63,681	\$ -	\$ -	\$ -	\$ 63,681	\$ -	\$ -	\$ -	\$ 127,362
13	Total Personnel Expenses	\$ 318,406	\$ -	\$ -	\$ -	\$ 318,406	\$ -	\$ -	\$ -	\$ 636,812
14	Operating Expense	\$ 1,375,441	\$ 178,830	\$ 4,545	\$ 142,595	\$ 1,375,441	\$ 178,830	\$ 4,545	\$ 142,595	\$ 3,402,822
15	Capital Expense (\$5,000 and over)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
16	Subtotal Direct Costs	\$ 1,693,847	\$ 178,830	\$ 4,545	\$ 142,595	\$ 1,693,847	\$ 178,830	\$ 4,545	\$ 142,595	\$ 4,039,634
17	Indirect Cost Amount	\$ 169,385	\$ 17,883	\$ 455	\$ 14,259	\$ 169,385	\$ 17,883	\$ 455	\$ 14,259	\$ 403,964
18	Indirect Cost Rate (%)	10.0%	10.0%	10.0%	10.0%	10.0%	10.0%	10.0%	10.0%	10.0%
19	Total Expenses	\$ 1,863,232	\$ 196,713	\$ 5,000	\$ 156,854	\$ 1,863,232	\$ 196,713	\$ 5,000	\$ 156,854	\$ 4,443,598
20	REVENUES & FUNDING SOURCES									
21	DPH Funding Sources (select from drop-down list)									
22	HPS COUNTY HPS GF	1,863,232				1,863,232				3,726,464
23	HPS COUNTY GF Children's Fund		196,713				196,713			393,426
24	HPS FED CDC - PD90, CFDA #93.940			5,000				5,000		10,000
25	HPS COUNTY HPS GF				156,854				156,854	313,708
26										-
27										-
28										-
29										-
30										-
31	This row left blank for funding sources not in drop-down list									
32	Total DPH Revenues	1,863,232	196,713	5,000	156,854	1,863,232	196,713	5,000	156,854	4,443,598
33	Non-DPH Funding Sources (select from drop-down list)									
34										-
35										-
36										-
37	This row left blank for funding sources not in drop-down list									
38	Total Non-DPH Revenues	-	-	-	-	-	-	-	-	-
39	Total Revenues (DPH and Non-DPH)	1,863,232	196,713	5,000	156,854	1,863,232	196,713	5,000	156,854	4,443,598
40	Payment Method	Cost Reimbursement (CR)	Cost Reimbursement (CR)	Cost Reimbursement (CR)	Cost Reimbursement (CR)	Cost Reimbursement (CR)	Cost Reimbursement (CR)	Cost Reimbursement (CR)	Cost Reimbursement (CR)	
41	Prepared By Larry Zapatka					Phone # 415-487-3055				
42										

	A	B	C	D	E	F	G	H	I
1	Contractor Name: San Francisco AIDS Foundation						Appendix #		B-1
2	Contract Term: 7/1/16-6/30/18						Page #		1
3	Funding Source: General Fund						Fiscal Year(s)		16-17
4							Funding Notification Date		6/10/2016
5									
6									
7									
8	UOS COST ALLOCATION BY SERVICE MODE								
9	SERVICE MODES								
10	Personnel Expenses		Syringe Access Services		Pgm Coordination/Bulk Purchasing				
11									
12									
13	Position Titles	FTE	Salaries	% FTE	Salaries	% FTE	Salaries	% FTE	Contract Total
14	Pgrms & Ops Director	0.05	4,250	100%		0%			4,250
15	Dir. Behavioral Health Svc	0.05	4,100	82%	900	18%			5,000
16	Dir. Gov't Contracts	0.05	4,500	100%		0%			4,500
17	Evaluation Assoc.	0.05	3,250	100%		0%			3,250
18	Budget & Contracts Mgr	0.05	4,250	100%		0%			4,250
19	SAS Mgr	0.75	40,737	85%	7,188	15%			47,925
20	Logistics Associates	3.00	104,850	75%	34,950	25%			139,800
21	SSE/Vol Coordinator	0.75	34,500	100%	-	0%			34,500
22	Comm. Engagement & Kit Packing Assoc	0.25	11,250	100%	-	0%			11,250
23			-	0%	-	0%			-
24	Total FTE & Total Salaries	5.00	211,687	83%	43,038	17%			254,725
25	Fringe Benefits	25.0%	52,922	83%	10,759	17%			63,681
26	Total Personnel Expenses		264,609	83%	53,797	17%			318,406
27									
28	Operating Expenses		Expenditure	%	Expenditure	%	Expenditure	%	Contract Total
29	Total Occupancy		70,437	100%	-	0%			70,437
30	Total Materials and Supplies		305,470	42%	415,599	58%			721,069
31	Total General Operating		64,704	84%	12,500	16%			77,204
32	Total Staff Travel		-	0%	-	0%			-
33	Consultants/Subcontractor:		506,731	100%	-	0%			506,731
34	Other (specify):		-	0%	-	0%			-
35									-
36									-
37									-
38									-
39	Total Operating Expenses		947,342	69%	428,099	31%			1,375,441
40									
41	Capital Expenses		Expenditure	%	Expenditure	%	Expenditure	%	Contract Total
42	Capital Expenditure 1		-	0%	-	0%			-
43	Capital Expenditure 2		-	0%	-	0%			-
44	Total Capital Expenses		-	0%	-	0%			-
45									
46	Total Direct Expenses		1,211,951	72%	481,896	28%			1,693,847
47	Indirect Expenses		121,195	72%	48,190	28%			169,385
48	TOTAL EXPENSES		1,333,146	72%	530,086	28%			1,863,232
49									
50	Units of Service (UOS) per Service Mode		5,906		12		-		5,918
51	Cost Per Unit of Service by Service Mode		225.73		44,173.80		-		
52	Unduplicated Clients (UDC) per Service Mode		44,300		N/A				
53									
54									

Rev. 07/15

Rev. 07/15

BUDGET JUSTIFICATION

Contractor Name San Francisco AIDS Foundation
Program Name: Syringe Access & Disposal Services

Appendix #: B-1
Fiscal Year: 16-17

1a) SALARIES

Staff Position 1: Programs & Operations Director				
Oversees creation and maintenance of an evaluation plan that assures monitoring tools are integrated with all activities and that all required data is reported; works with partner agencies and program staff on program adaptation and refinement; coordinates current and emerging health				
Brief description of job duties: information collection; coordinates program monitoring, evaluation and quality assurance				
Minimum qualifications: Masters in Public Health and 3 years community organizing and public health experience or an equivalent combination of education and experience.				
Annual Salary:	x FTE:	x Months per Year:	Annualized (if less than 12 months):	Total
\$85,000.00	0.05	12	1	\$ 4,250

Staff Position 2: Director, Behavioral Health Services				
Director, Behavioral Health Svc - Responsible for ensuring the implementation, management and evaluation of the program structure and provision of professional oversight to create a service delivery continuum that is responsive to the current health and well-being needs, including HIV				
Brief description of job duties: needs of gay and bisexual men.				
Minimum qualifications: Masters degree in psychology, social sciences, business or related discipline; three years experience in a supervisory capacity, especially in HIV prevention and demonstrated program management and program development experience				
Annual Salary:	x FTE:	x Months per Year:	Annualized (if less than 12 months):	Total
\$100,000.00	0.05	12	1	\$ 5,000

Staff Position 3: Dir. Gov't Grants				
Director, Gov't Contracts - Responsible for all data management and contract related activities. Maintains operational and statistical reporting mechanisms in accordance with contract and departmental requirements, produces routine and ad hoc reporting as needed, and ensures the				
Brief description of job duties: integrity of the service database by overseeing database quality assurance activities.				
Minimum qualifications: Bachelor's degree and at least two years demonstrated experience in health services program planning, design, and evaluation; grant development and writing; government contracts management and negotiations.				
Annual Salary:	x FTE:	x Months per Year:	Annualized (if less than 12 months):	Total
\$90,000.00	0.05	12	1	\$ 4,500

Staff Position 4: Evaluation Associate				
Evaluation Associate - Responsible for coordinating data collection, quality assurance, reporting and summaries to ensure foundation programs are rigorously evaluated for process and health outcomes and public health impact. Responsible for review, abstraction from client records and				
Brief description of job duties: database entry of all data collected from clients as well as data analysis to meet programmatic and				
Minimum qualifications: Bachelor's degree and 2 years experience managing and ensuring quality for large client data sets or 5 years equivalent experience required.				
Annual Salary:	x FTE:	x Months per Year:	Annualized (if less than 12 months):	Total
\$65,000.00	0.05	12	1	\$ 3,250

Staff Position 5: Budget & Contracts Mgr				
Budget & Contracts Mgr - Prepares monthly contract invoices, records contract accruals into financial management system, prepares budgets for contract proposals, modifications, and				
Brief description of job duties: revisions. Prepares reports for contract financial information and maintains databases related to				
Minimum qualifications: Bachelor's degree in Finance or related field or equivalent experience in accounting, budgeting and contract management. Two years demonstrated experience in a finance/contract				

Annual Salary:	x FTE:	x Months per Year:	Annualized (if less than 12 months):	Total
\$85,000.00	0.05	12	1	\$ 4,250

Staff Position 6: SAS Manager

Brief description of job duties:	SAS Program Mgr - Provides oversight and management of 11 exchange sites. Develops annual departmental strategic goals in alignment with agency and city objectives. Builds and maintains effective partnerships with other HIV/AIDS and Harm Reduction agencies. Responsible for scheduling and training full-time and temporary staff in appropriate exchange protocol. Responsible for purchasing exchange supplies. Organizes removal of biohazard waste from sites and coordinates removal with waste removal company, prepare reports for compliance and
Minimum qualifications:	Three years experience working with injection and drug users required. Associates Degree with program management, supervision experience preferred. Must hold HIV test counselor certification or be willing to obtain certification on the job.

Annual Salary:	x FTE:	x Months per Year:	Annualized (if less than 12 months):	Total
\$63,900.00	0.75	12	1	\$ 47,925

Staff Position 7: Logistics Associates

Brief description of job duties:	Logistics Associate - Staffs exchange sites and supervises volunteers at the sites. Transports supplies to exchanges sites and sets up/tears down sites as needed.
Minimum qualifications:	Experience working as a volunteer or paid staff in a human service organization. Bilingual in English/Spanish desired. Ability to follow directions and good communications skills necessary. Must be able to lift maximum 45 pounds.

Annual Salary:	x FTE:	x Months per Year:	Annualized (if less than 12 months):	Total
\$46,600.00	3.00	12	1	\$ 139,800

Staff Position 8: SSE/Volunteer Coordinator

Brief description of job duties:	Secondary Exchange coord - Responsible for recruiting, training, and supervising secondary exchangers willing to become peer educators. Develops curriculum for these trainings and helps develop training materials, including specific materials relevant to MSM-IDU speed users. Schedules and manages the site volunteers and supervises exchange sites.
Minimum qualifications:	High school diploma or equivalency; valid California driver's license and excellent driving record. 1 year of experience working with injection drug users and with volunteers.

Annual Salary:	x FTE:	x Months per Year:	Annualized (if less than 12 months):	Total
\$46,000.00	0.75	12	1	\$ 34,500

Staff Position 9: Community Engagement & Kit Packing Associate

Brief description of job duties:	The Community Engagement and Kit Packing Associate is responsible for outreach and engagement with people who inject drugs (PWID), organizing harm reduction kit packing events, recruiting and coordinating SAS participant volunteers (PWID) and other volunteers to assist with
Minimum qualifications:	High school diploma or equivalency; 1 year of experience working with injection drug users and with volunteers.

Annual Salary:	x FTE:	x Months per Year:	Annualized (if less than 12 months):	Total
\$45,000.00	0.25	12	1	\$ 11,250

Total FTE: 5.00

Total Salaries: \$ 254,725

1b) EMPLOYEE FRINGE BENEFITS:

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

Component	Cost
Social Security	\$ 19,486.00
Retirement	\$ 4,865.00
Medical	\$ 26,313.00
Dental	
Unemployment Insurance	\$ 1,325.00
Disability Insurance	\$ 10,367.00
Paid Time Off	
Workers comp	\$ 1,325.00
Total Fringe Benefit:	63,681

Fringe Benefit %: 25%**TOTAL SALARIES & EMPLOYEE FRINGE BENEFITS: 318,406****2) OPERATING EXPENSES:****Occupancy:**

Expense Item	Brief Description	Rate	Cost
Rent office	1035 Market St -\$800/FTE/mo x 5.0 FTE x 12 mo	\$800/FTE	48,000
Rent office	6Th Street- \$1,416.67/mo	\$1,416.67/mo	17,000
Telephone	Office & Cell \$55.618/FTE x 5.0 FTE x 12 mo.	55.618/FTE	3,337.00
Bldg Maintenance	Janitorial at \$175/mo	\$175/mo	2,100.00
Total Occupancy:			70,437

Materials & Supplies:

Expense Item	Brief Description	Rate	Cost
Office Supplies & Postage	Office supply & Postage \$51.16/FTE x 5.0 x 12m	\$51.16	3,070
Volunteer Spt	Snacks, T-shirts, etc - \$200/mo	\$200.00	2,400
Syringes	Syringes \$.15/each x 3,110,646 syringes	\$0.15	466,597
Bio Buckets	18/19 gallon buckets - 3,148 x \$25.006	\$25.006	78,718
Bio Buckets	2 gallon - 23,986 x \$2.75	\$2.75	65,962
Alcohol Wipes	500 cases x \$28/case	\$28.00	14,000
Cotton balls and pellets	1,040bags x \$17.788/bag	\$17.788	18,500
Sterile Water	431 Cases x \$81.205/case	\$81.205	35,000
Bagging Supplies	104 bundles x \$7.90/bundle	\$7.90	822
Condoms	170 cases x \$70.59/case	\$70.59	12,000
Lube	55 cases x \$218.18/case	\$218.18	12,000
Site Supplies	Brillo, Vitaimn C tabs, etc \$1,000/mo	\$1,000.00	12,000
Total Materials & Supplies:			721,069

General Operating:

Expense Item	Brief Description	Rate	Cost
Insurance	Liability insurance \$45/FTE x 5 x 12 mo	\$45/FTE	2,700
Insurance	Auto insurance \$291.67/mo x 12 mo	\$291.67/mo	3,500
Equip rent & Lease	Office equip lease and maint cost \$86.75/FTE	\$86.75/ FTE	5,205
Offsite storage	Records storage \$4.98/FTE x 5 x 12 mo	\$4.98/FTE	299
Parking	Parking for vans \$1,041.67/mo x 12 mo	\$1041.67/mo	12,500
Travel	Vehicle Fuel	\$166.66/mo	2,000
Travel	Vehicle Repairs	\$83.33/mo	1,000
Bio Waste Disposal	Monthly disposal costs per ton of waste-12 tons	\$4,166.67	50,000
Total General Operating:			77,204

Staff Travel:

Purpose of Travel	Location	Expense Item	Rate	Cost
Total Staff Travel:				-

Consultants/Subcontractors:

Consultant/Subcontractor Name	Service Description	Rate	Cost
Glide	Operational expenses; staffing, office, IT, etc	\$94,231/yr	94,231
Saint James Infirmary	Operational expenses; staffing, office, IT, etc	\$98,077/yr	98,077
Homeless youth Alliance	Operational expenses; staffing, office, IT, etc	\$214,423/yr	214,423
S.F. Drug Users Union	Operational expenses; staffing, office, IT, etc	\$100,000/yr	100,000
Total Consultants/Subcontractors:			506,731

Other:

Expense Item	Brief Description	Rate	Cost
Total Other:			-

TOTAL OPERATING EXPENSES: 1,375,441

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

Capital Expenditure Item	Brief Description	Cost
		-

TOTAL CAPITAL EXPENDITURES: -

TOTAL DIRECT COSTS: 1,693,847

4) INDIRECT COSTS

Describe method and basis for Indirect Cost Allocation (i.e., FTE, square footage, or other)	Amount
San Francisco AIDS Foundation has a negotiated rate of 27%. This contract seeks reimbursement at a rate of 10% of total direct costs.	169,385

Indirect Rate: 10%

TOTAL INDIRECT COSTS: 169,385

TOTAL EXPENSES: 1,863,232

	A	B	C	D	E	F	G	H	I
1	Contractor Name: San Francisco AIDS Foundation							Appendix #	B-1a
2	Contract Term: 7/1/16-6/30/18							Page #	1
3	Funding Source: General Fund							Fiscal Year(s)	16-17
4								Funding Notification Date	6/10/2016
5	UOS COST ALLOCATION BY SERVICE MODE								
6									
7									
8	SERVICE MODES								
			Program Coordination/Bulk Purchasing						
9	Position Titles	FTE	Salaries	% FTE	Salaries	% FTE	Salaries	% FTE	Contract Totals
10	0	-		0%		0%		0%	-
11	0	-	-	0%	-	0%	-	0%	-
12	0	-	-	0%	-	0%	-	0%	-
13	0	-	-	0%	-	0%	-	0%	-
14	0	-	-	0%	-	0%	-	0%	-
15	0	-	-	0%	-	0%	-	0%	-
16	Total FTE & Total Salaries	-	-	0%	-	0%	-	0%	-
17	Fringe Benefits	0%	-	0%	-	0%	-	0%	-
18	Total Personnel Expenses		-	0%	-	0%	-	0%	-
19									
20	Operating Expenses		Expenditure	%	Expenditure	%	Expenditure	%	Contract Total
21	Total Occupancy		-	0%	-	0%	-	0%	-
22	Total Materials and Supplies		148,830	100%	-	0%	-	0%	148,830
23	Total General Operating		30,000	100%	-	0%	-	0%	30,000
24	Total Staff Travel		-	0%	-	0%	-	0%	-
25	Consultants/Subcontractor:		-	0%	-	0%	-	0%	-
26	Other (specify):		-	0%	-	0%	-	0%	-
27				0%		0%		0%	-
28				0%		0%		0%	-
29				0%		0%		0%	-
30				0%		0%		0%	-
31				0%		0%		0%	-
32	Total Operating Expenses		178,830	100%	-	0%	-	0%	178,830
33									
34	Capital Expenses		Expenditure	%	Expenditure	%	Expenditure	%	Contract Total
35	Capital Expenditure 1		-	0%	-	0%	-	0%	-
36	Capital Expenditure 2			0%		0%		0%	-
37	Total Capital Expenses		-	0%	-	0%	-	0%	-
38									
39	Total Direct Expenses		178,830	100%	-	0%	-	0%	178,830
40	Indirect Expenses		17,883	100%		0%		0%	17,883
41	TOTAL EXPENSES		196,713	100%	-	0%	-	0%	196,713
42									
43	Units of Service (UOS) per Service Mode	12			-		-		12
44	Cost Per Unit of Service by Service Mode	16,392.75			-		-		
45	Unduplicated Clients (UDC) per Service Mode	N/A							
46									
47	Rev. 07/15								

BUDGET JUSTIFICATION

Contractor Name San Francisco AIDS Foundation
Program Name: Syringe Access & Disposal Services

Appendix #: B-1a
Fiscal Year: 16-17

1a) SALARIES

Staff Position 1:				
Brief description of job duties:				
Minimum qualifications:				
Annual Salary:	x FTE:	x Months per Year:	Annualized (if less than 12 months):	Total
			0	\$ -

Staff Position 2:				
Brief description of job duties:				
Minimum qualifications:				
Annual Salary:	x FTE:	x Months per Year:	Annualized (if less than 12 months):	Total
			0	\$ -

Staff Position 3:				
Brief description of job duties:				
Minimum qualifications:				
Annual Salary:	x FTE:	x Months per Year:	Annualized (if less than 12 months):	Total
			0	\$ -

Staff Position 4:				
Brief description of job duties:				
Minimum qualifications:				
Annual Salary:	x FTE:	x Months per Year:	Annualized (if less than 12 months):	Total
			0	\$ -

Staff Position 5:				
Brief description of job duties:				
Minimum qualifications:				
Annual Salary:	x FTE:	x Months per Year:	Annualized (if less than 12 months):	Total
			0	\$ -

Staff Position 6:				
Brief description of job duties:				
Minimum qualifications:				
Annual Salary:	x FTE:	x Months per Year:	Annualized (if less than 12 months):	Total
			0	\$ -

Total FTE: -

Total Salaries: \$ -

1b) EMPLOYEE FRINGE BENEFITS:

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

Component	Cost
Social Security	
Retirement	
Medical	
Dental	
Unemployment Insurance	
Disability Insurance	
Paid Time Off	
Other (specify):	
Total Fringe Benefit: -	
Fringe Benefit %: 0%	
TOTAL SALARIES & EMPLOYEE FRINGE BENEFITS: -	

2) OPERATING EXPENSES:**Occupancy:**

Expense Item	Brief Description	Rate	Cost
Total Occupancy:			-

Materials & Supplies:

Expense Item	Brief Description	Rate	Cost
Syringes	Syringes \$.15 each x 591,213	\$0.15	88,682
Bio Buckets	18/19 gallon buckets - 1,026 x \$25.006	\$25.006	25,656
Bio Buckets	2 gallon - 7,995 x \$2.75	\$2.75	21,986
Sterile Water	154 Cases x \$81.205/case	\$81.205	12,506
Total Materials & Supplies:			148,830

General Operating:

Expense Item	Brief Description	Rate	Cost
Bio hazard Disposal	Monthly disposal costs per ton of waste -7.2 tons	\$4,166.67	30,000
Total General Operating:			30,000

Staff Travel:

Purpose of Travel	Location	Expense Item	Rate	Cost
Total Staff Travel:				-

Consultants/Subcontractors:

Consultant/Subcontractor Name	Service Description	Rate	Cost

Total Consultants/Subcontractors: -

Other:

Expense Item	Brief Description	Rate	Cost

Total Other: -

TOTAL OPERATING EXPENSES: 178,830

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

Capital Expenditure Item	Brief Description	Cost

TOTAL CAPITAL EXPENDITURES: -

TOTAL DIRECT COSTS: 178,830

4) INDIRECT COSTS

Describe method and basis for Indirect Cost Allocation (i.e., FTE, square footage, or other)	Amount
San Francisco AIDS Foundation has a negotiated rate of 27%. This contract seeks reimbursement at a rate of 10% of total direct costs.	17,883

Indirect Rate: 10%

TOTAL INDIRECT COSTS: 17,883

TOTAL EXPENSES: 196,713

	A	B	C	D	E	F	G	H	I
1	Contractor Name: San Francisco AIDS Foundation							Appendix #	B-1b
2	Contract Term: 7/1/16-6/30/18							Page #	1
3	Funding Source: CDC							Fiscal Year(s)	16-17
4								Funding Notification Date	6/10/2016
5	UOS COST ALLOCATION BY SERVICE MODE								
6									
7									
8	SERVICE MODES								
			Program Coordination/Bulk Purchasing						
9	Personnel Expenses								
9	Position Titles	FTE	Salaries	% FTE	Salaries	% FTE	Salaries	% FTE	Contract Totals
10	0	-		0%		0%		0%	-
11	0	-	-	0%	-	0%	-	0%	-
12	0	-	-	0%	-	0%	-	0%	-
13	0	-	-	0%	-	0%	-	0%	-
14	0	-	-	0%	-	0%	-	0%	-
15	0	-	-	0%	-	0%	-	0%	-
16	Total FTE & Total Salaries	-	-	0%	-	0%	-	0%	-
17	Fringe Benefits	0%	-	0%	-	0%	-	0%	-
18	Total Personnel Expenses		-	0%	-	0%	-	0%	-
19									
20	Operating Expenses		Expenditure	%	Expenditure	%	Expenditure	%	Contract Total
21	Total Occupancy		-	0%	-	0%	-	0%	-
22	Total Materials and Supplies		4,545	100%	-	0%	-	0%	4,545
23	Total General Operating		-	0%	-	0%	-	0%	-
24	Total Staff Travel		-	0%	-	0%	-	0%	-
25	Consultants/Subcontractor:		-	0%	-	0%	-	0%	-
26	Other (specify):		-	0%	-	0%	-	0%	-
27				0%		0%		0%	-
28				0%		0%		0%	-
29				0%		0%		0%	-
30				0%		0%		0%	-
31				0%		0%		0%	-
32	Total Operating Expenses		4,545	100%	-	0%	-	0%	4,545
33									
34	Capital Expenses		Expenditure	%	Expenditure	%	Expenditure	%	Contract Total
35	Capital Expenditure 1		-	0%	-	0%	-	0%	-
36	Capital Expenditure 2			0%		0%		0%	-
37	Total Capital Expenses		-	0%	-	0%	-	0%	-
38									
39	Total Direct Expenses		4,545	100%	-	0%	-	0%	4,545
40	Indirect Expenses		455	100%		0%		0%	455
41	TOTAL EXPENSES		5,000	100%	-	0%	-	0%	5,000
42									
43	Units of Service (UOS) per Service Mode	6			-		-		6
44	Cost Per Unit of Service by Service Mode	833.33			-		-		
45	Unduplicated Clients (UDC) per Service Mode	N/A							
46									
47	Rev. 07/15								

BUDGET JUSTIFICATION

Contractor Name San Francisco AIDS Foundation
Program Name: Syringe Access & Disposal Services

Appendix #: B-1b
Fiscal Year: 16-17

1a) SALARIES

Staff Position 1:				
Brief description of job duties:				
Minimum qualifications:				
Annual Salary:	x FTE:	x Months per Year:	Annualized (if less than 12 months):	Total
			0	\$ -

Staff Position 2:				
Brief description of job duties:				
Minimum qualifications:				
Annual Salary:	x FTE:	x Months per Year:	Annualized (if less than 12 months):	Total
			0	\$ -

Staff Position 3:				
Brief description of job duties:				
Minimum qualifications:				
Annual Salary:	x FTE:	x Months per Year:	Annualized (if less than 12 months):	Total
			0	\$ -

Staff Position 4:				
Brief description of job duties:				
Minimum qualifications:				
Annual Salary:	x FTE:	x Months per Year:	Annualized (if less than 12 months):	Total
			0	\$ -

Staff Position 5:				
Brief description of job duties:				
Minimum qualifications:				
Annual Salary:	x FTE:	x Months per Year:	Annualized (if less than 12 months):	Total
			0	\$ -

Staff Position 6:				
Brief description of job duties:				
Minimum qualifications:				
Annual Salary:	x FTE:	x Months per Year:	Annualized (if less than 12 months):	Total
			0	\$ -

Total FTE: -

Total Salaries: \$ -

1b) EMPLOYEE FRINGE BENEFITS:

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

Component	Cost
Social Security	
Retirement	
Medical	
Dental	
Unemployment Insurance	
Disability Insurance	
Paid Time Off	
Other (specify):	

Total Fringe Benefit: -

Fringe Benefit %: 0%

TOTAL SALARIES & EMPLOYEE FRINGE BENEFITS:	-
---	----------

2) OPERATING EXPENSES:**Occupancy:**

Expense Item	Brief Description	Rate	Cost
Total Occupancy:			-

Materials & Supplies:

Expense Item	Brief Description	Rate	Cost
Condoms	60 cases x \$75.75/case	\$75.75	4,545
Total Materials & Supplies:			4,545

General Operating:

Expense Item	Brief Description	Rate	Cost
Total General Operating:			-

Staff Travel:

Purpose of Travel	Location	Expense Item	Rate	Cost
Total Staff Travel:				-

Consultants/Subcontractors:

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

Other:

Expense Item	Brief Description	Rate	Cost
Total Other:			-

TOTAL OPERATING EXPENSES: 4,545**3) CAPITAL EXPENDITURES:** (If needed. A unit valued at \$5,000 or more)

Capital Expenditure Item	Brief Description	Cost

TOTAL CAPITAL EXPENDITURES: -**TOTAL DIRECT COSTS: 4,545****4) INDIRECT COSTS**

Describe method and basis for Indirect Cost Allocation (i.e., FTE, square footage, or other)	Amount
San Francisco AIDS Foundation has a negotiated rate of 27%. This contract seeks reimbursement at a rate of 10% of total direct costs.	455

Indirect Rate: 10%

TOTAL INDIRECT COSTS: 455**TOTAL EXPENSES: 5,000**

	A	B	C	D	E	F	G	H	I
1	Contractor Name: San Francisco AIDS Foundation							Appendix #	B-1c
2	Contract Term: 7/1/16-6/30/18							Page #	1
3	Funding Source: General Fund							Fiscal Year(s)	17-18
4								Funding Notification Date	6/10/2016
5	UOS COST ALLOCATION BY SERVICE MODE								
6									
7									
8	SERVICE MODES								
9	Personnel Expenses		Syringe Access Services		Pgm Coordination/Bulk Purchasing				Contract Totals
10	Position Titles	FTE	Salaries	% FTE	Salaries	% FTE	Salaries	% FTE	
11	Pgms & Ops Director	0.05	4,250	100%		0%			4,250
12	Dir. Behavioral Health Svc	0.05	4,100	82%	900	18%			5,000
13	Dir. Gov't Contracts	0.05	4,500	100%		0%			4,500
14	Evaluation Assoc.	0.05	3,250	100%		0%			3,250
15	Budget & Contracts Mgr	0.05	4,250	100%		0%			4,250
16	SAS Mgr	0.75	40,737	85%	7,188	15%			47,925
17	Logistics Associates	3.00	104,850	75%	34,950	25%			139,800
18	SSE/Vol Coordinator	0.75	34,500	100%	-	0%			34,500
19	Comm. Engagement & Kit Packing Assoc	0.25	11,250	100%	-	0%			11,250
20			-	0%	-	0%			-
21	Total FTE & Total Salaries	5.00	211,687	83%	43,038	17%			254,725
22	Fringe Benefits	25.0%	52,922	83%	10,759	17%			63,681
23	Total Personnel Expenses		264,609	83%	53,797	17%			318,406
24	Operating Expenses		Expenditure	%	Expenditure	%	Expenditure		Contract Total
25	Total Occupancy		70,437	100%	-	0%			70,437
26	Total Materials and Supplies		305,470	42%	415,599	58%			721,069
27	Total General Operating		64,704	84%	12,500	16%			77,204
28	Total Staff Travel		-	0%	-	0%			-
29	Consultants/Subcontractor:		506,731	100%	-	0%			506,731
30	Other (specify):		-	0%	-	0%			-
31									-
32									-
33									-
34									-
35									-
36	Total Operating Expenses		947,342	69%	428,099	31%			1,375,441
37									
38	Capital Expenses		Expenditure	%	Expenditure	%	Expenditure	%	Contract Total
39	Capital Expenditure 1		-	0%	-	0%			-
40	Capital Expenditure 2			0%		0%			-
41	Total Capital Expenses		-	0%	-	0%			-
42									
43	Total Direct Expenses		1,211,951	72%	481,896	28%			1,693,847
44	Indirect Expenses		121,195	72%	48,190	28%			169,385
45	TOTAL EXPENSES		1,333,146	72%	530,086	28%			1,863,232
46									
47	Units of Service (UOS) per Service Mode		5,906		12		-		5,918
48	Cost Per Unit of Service by Service Mode		225.73		44,173.80		-		
49	Unduplicated Clients (UDC) per Service Mode		44,300		N/A				
50									
51	Rev. 07/15								

BUDGET JUSTIFICATION

Contractor Name San Francisco AIDS Foundation
 Program Name: Syringe Access & Disposal Services

Appendix #: B-1c
 Fiscal Year: 17-18

1a) SALARIES

Staff Position 1: Programs & Operations Director				
Oversees creation and maintenance of an evaluation plan that assures monitoring tools are integrated with all activities and that all required data is reported; works with partner agencies and program staff on program adaptation and refinement; coordinates current and emerging health information collection; coordinates program monitoring, evaluation and quality assurance				
Brief description of job duties: Masters in Public Health and 3 years community organizing and public health experience or an equivalent combination of education and experience.				
Minimum qualifications:				
Annual Salary:	x FTE:	x Months per Year:	Annualized (if less than 12 months):	Total
\$85,000.00	0.05	12	1	\$ 4,250

Staff Position 2: Director, Behavioral Health Services				
Director, Behavioral Health Svc - Responsible for ensuring the implementation, management and evaluation of the program structure and provision of professional oversight to create a service delivery continuum that is responsive to the current health and well-being needs, including HIV needs of gay and bisexual men.				
Brief description of job duties: Masters degree in psychology, social sciences, business or related discipline; three years experience in a supervisory capacity, especially in HIV prevention and demonstrated program management and program development experience				
Minimum qualifications:				
Annual Salary:	x FTE:	x Months per Year:	Annualized (if less than 12 months):	Total
\$100,000.00	0.05	12	1	\$ 5,000

Staff Position 3: Dir. Gov't Grants				
Director, Gov't Contracts - Responsible for all data management and contract related activities. Maintains operational and statistical reporting mechanisms in accordance with contract and departmental requirements, produces routine and ad hoc reporting as needed, and ensures the integrity of the service database by overseeing database quality assurance activities.				
Brief description of job duties: Bachelor's degree and at least two years demonstrated experience in health services program planning, design, and evaluation; grant development and writing; government contracts management and negotiations.				
Minimum qualifications:				
Annual Salary:	x FTE:	x Months per Year:	Annualized (if less than 12 months):	Total
\$90,000.00	0.05	12	1	\$ 4,500

Staff Position 4: Evaluation Associate				
Evaluation Associate - Responsible for coordinating data collection, quality assurance, reporting and summaries to ensure foundation programs are rigorously evaluated for process and health outcomes and public health impact. Responsible for review, abstraction from client records and database entry of all data collected from clients as well as data analysis to meet programmatic and				
Brief description of job duties: Bachelor's degree and 2 years experience managing and ensuring quality for large client data sets or 5 years equivalent experience required.				
Minimum qualifications:				
Annual Salary:	x FTE:	x Months per Year:	Annualized (if less than 12 months):	Total
\$65,000.00	0.05	12	1	\$ 3,250

Staff Position 5: Budget & Contracts Mgr				
Budget & Contracts Mgr - Prepares monthly contract invoices, records contract accruals into				
Brief description of job duties: Bachelor's degree in Finance or related field or equivalent experience in accounting, budgeting				
Minimum qualifications:				
Annual Salary:	x FTE:	x Months per Year:	Annualized (if less than 12 months):	Total

\$85,000.00	0.05	12	1	\$ 4,250
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Staff Position 6: SAS Manager				
Brief description of job duties: SAS Program Mgr - Provides oversight and management of 11 exchange sites. Develops annual				
Minimum qualifications: Three years experience working with injection and drug users required. Associates Degree with				
Annual Salary:	x FTE:	x Months per Year:	Annualized (If less than 12 months):	Total
\$63,900.00	0.75	12	1	\$ 47,925

Staff Position 7: Logistics Associates

Brief description of job duties: Logistics Associate - Staffs exchange sites and supervises volunteers at the sites. Transports				
Minimum qualifications: Experience working as a volunteer or paid staff in a human service organization. Bilingual in				
Annual Salary:	x FTE:	x Months per Year:	Annualized (if less than 12 months):	Total
\$46,600.00	3.00	12	1	\$ 139,800

Staff Position 8: SSE/Volunteer Coordinator				
Brief description of job duties: Secondary Exchange coord - Responsible for recruiting, training, and supervising secondary				
Minimum qualifications: High school diploma or equivalency; valid California driver's license and excellent driving record. 1				
Annual Salary:	x FTE:	x Months per Year:	Annualized (if less than 12 months):	Total
\$46,000.00	0.75	12	1	\$ 34,500

Staff Position 9: Community Engagement & Kit Packing Associate				
Brief description of job duties: The Community Engagement and Kit Packing Associate is responsible for outreach and				
Minimum qualifications: High school diploma or equivalency; 1 year of experience working with Injection drug users and				
Annual Salary:	x FTE:	x Months per Year:	Annualized (if less than 12 months):	Total
\$45,000.00	0.25	12	1	\$ 11,250

Total FTE: 5.00

Total Salaries: \$ 254,725

1b) EMPLOYEE FRINGE BENEFITS:

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

Component	Cost
Social Security	\$ 19,486.00
Retirement	\$ 4,865.00
Medical	\$ 26,313.00
Dental	
Unemployment Insurance	\$ 1,325.00
Disability Insurance	\$ 10,367.00
Paid Time Off	
Workers comp	\$ 1,325.00
Total Fringe Benefit:	63,681

Fringe Benefit %: 25%

TOTAL SALARIES & EMPLOYEE FRINGE BENEFITS: 318,406

2) OPERATING EXPENSES:

Occupancy:

Expense Item	Brief Description	Rate	Cost
Rent office	1035 Market St -\$800/FTE/mo x 5.0 FTE x 12 mo	\$800/FTE	48,000
Rent office	6Th Street- \$1,416.67/mo	\$1,416.67/mo	17,000
Telephone	Office & Cell \$55.618/FTE x 5.0 FTE x 12 mo.	55.618/FTE	3,337.00
Bldg Maintenance	Janitorial at \$175/mo	\$175/mo	2,100.00
Total Occupancy:			70,437

Materials & Supplies:

Expense Item	Brief Description	Rate	Cost
Office Supplies & Postage	Office supply & Postage \$51.16/FTE x 5.0 x 12m	\$51.16	3,070
Volunteer Spt	Snacks, T-shirts, etc - \$200/mo	\$200.00	2,400
Syringes	Syringes \$.15/each x 3,110,646 syringes	\$0.15	466,597
Bio Buckets	18/19 gallon buckets - 3,148 x \$25.006	\$25.006	78,718
Bio Buckets	2 gallon - 23,986 x \$2.75	\$2.75	65,962

Alcohol Wipes	500 cases x \$28/case	\$28.00	14,000
Cotton balls and pellets	1,040bags x \$17.788/bag	\$17.788	18,500
Sterile Water	431 Cases x \$81.205/case	\$81.205	35,000
Bagging Supplies	104 bundles x \$7.90/bundle	\$7.90	822
Condoms	170 cases x \$70.59/case	\$70.59	12,000
Lube	55 cases x \$218.18/case	\$218.18	12,000
Site Supplies	Brillo, Vitamn C tabs, etc \$1,000/mo	\$1,000.00	12,000

Total Materials & Supplies: 721,069

General Operating:

Expense Item	Brief Description	Rate	Cost
Insurance	Liability insurance \$45/FTE x 5 x 12 mo	\$45/FTE	2,700
Insurance	Auto insurance \$291.67/mo x 12 mo	\$291.67/mo	3,500
Equip rent & Lease	Office equip lease and maint cost \$86.75/FTE	\$86.75/ FTE	5,205
Offsite storage	Records storage \$4.98/FTE x 5 x 12 mo	\$4.98/FTE	299
Parking	Parking for vans \$1,041.67/mo x 12 mo	\$1041.67/mo	12,500
Travel	Vehicle Fuel	\$166.66/mo	2,000
Travel	Vehicle Repairs	\$83.33/mo	1,000
Bio Waste Disposal	Monthly disposal costs per ton of waste-12 tons	\$4,166.67	50,000

Total General Operating: 77,204

Staff Travel:

Purpose of Travel	Location	Expense Item	Rate	Cost

Total Staff Travel: -

Consultants/Subcontractors:

Consultant/Subcontractor Name	Service Description	Rate	Cost
Glide	Operational expenses; staffing, office, IT,etc	\$94,231/yr	94,231
Saint James Infirmary	Operational expenses; staffing, office, IT,etc	\$98,077/yr	98,077
Homeless youth Alliance	Operational expenses; staffing, office, IT,etc	\$214,423/yr	214,423
S.F. Drug Users Union	Operational expenses; staffing, office, IT,etc	\$100,000/yr	100,000

Total Consultants/Subcontractors: 506,731

	A	B	C	D	E	F	G	H	I
1	Contractor Name: San Francisco AIDS Foundation							Appendix #	B-1d
2	Contract Term: 7/1/16-6/30/18							Page #	1
3	Funding Source: General Fund							Fiscal Year(s)	17-18
4								Funding Notification Date	6/10/2016
5	UOS COST ALLOCATION BY SERVICE MODE								
6									
7									
8	Personnel Expenses		SERVICE MODES						
			Program Coordination/Bulk Purchasing						
9	Position Titles	FTE	Salaries	% FTE	Salaries	% FTE	Salaries	% FTE	Contract Totals
10	0	-	-	0%	-	0%	-	0%	-
11	0	-	-	0%	-	0%	-	0%	-
12	0	-	-	0%	-	0%	-	0%	-
13	0	-	-	0%	-	0%	-	0%	-
14	0	-	-	0%	-	0%	-	0%	-
15	0	-	-	0%	-	0%	-	0%	-
16	Total FTE & Total Salaries		-	0%	-	0%	-	0%	-
17	Fringe Benefits		0%	0%	-	0%	-	0%	-
18	Total Personnel Expenses		-	0%	-	0%	-	0%	-
19									
20	Operating Expenses		Expenditure	%	Expenditure	%	Expenditure	%	Contract Total
21	Total Occupancy		-	0%	-	0%	-	0%	-
22	Total Materials and Supplies		148,830	100%	-	0%	-	0%	148,830
23	Total General Operating		30,000	100%	-	0%	-	0%	30,000
24	Total Staff Travel		-	0%	-	0%	-	0%	-
25	Consultants/Subcontractor:		-	0%	-	0%	-	0%	-
26	Other (specify):		-	0%	-	0%	-	0%	-
27				0%		0%		0%	-
28				0%		0%		0%	-
29				0%		0%		0%	-
30				0%		0%		0%	-
31				0%		0%		0%	-
32	Total Operating Expenses		178,830	100%	-	0%	-	0%	178,830
33									
34	Capital Expenses		Expenditure	%	Expenditure	%	Expenditure	%	Contract Total
35	Capital Expenditure 1		-	0%	-	0%	-	0%	-
36	Capital Expenditure 2			0%		0%		0%	-
37	Total Capital Expenses		-	0%	-	0%	-	0%	-
38									
39	Total Direct Expenses		178,830	100%	-	0%	-	0%	178,830
40	Indirect Expenses		17,883	100%		0%		0%	17,883
41	TOTAL EXPENSES		196,713	100%	-	0%	-	0%	196,713
42									
43	Units of Service (UOS) per Service Mode		12		-		-		12
44	Cost Per Unit of Service by Service Mode		16,392.75		-		-		
45	Unduplicated Clients (UDC) per Service Mode		N/A						
46									
47									

Rev. 07/15

BUDGET JUSTIFICATION

Contractor Name San Francisco AIDS Foundation
Program Name: Syringe Access & Disposal Services

Appendix #: B-1d
Fiscal Year: 17-18

1a) SALARIES

Staff Position 1:				
Brief description of job duties:				
Minimum qualifications:				
Annual Salary:	x FTE:	x Months per Year:	Annualized (if less than 12 months):	Total
			0	\$ -

Staff Position 2:				
Brief description of job duties:				
Minimum qualifications:				
Annual Salary:	x FTE:	x Months per Year:	Annualized (if less than 12 months):	Total
			0	\$ -

Staff Position 3:				
Brief description of job duties:				
Minimum qualifications:				
Annual Salary:	x FTE:	x Months per Year:	Annualized (if less than 12 months):	Total
			0	\$ -

Staff Position 4:				
Brief description of job duties:				
Minimum qualifications:				
Annual Salary:	x FTE:	x Months per Year:	Annualized (if less than 12 months):	Total
			0	\$ -

Staff Position 5:				
Brief description of job duties:				
Minimum qualifications:				
Annual Salary:	x FTE:	x Months per Year:	Annualized (if less than 12 months):	Total
			0	\$ -

Staff Position 6:				
Brief description of job duties:				
Minimum qualifications:				
Annual Salary:	x FTE:	x Months per Year:	Annualized (if less than 12 months):	Total
			0	\$ -

Total FTE: -

Total Salaries: \$ -

1b) EMPLOYEE FRINGE BENEFITS:

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

Component	Cost
Social Security	
Retirement	
Medical	
Dental	
Unemployment Insurance	
Disability Insurance	
Paid Time Off	
Other (specify):	
Total Fringe Benefit:	-
Fringe Benefit %:	0%

TOTAL SALARIES & EMPLOYEE FRINGE BENEFITS:	-
---	---

2) OPERATING EXPENSES:**Occupancy:**

Expense Item	Brief Description	Rate	Cost
Total Occupancy:			-

Materials & Supplies:

Expense Item	Brief Description	Rate	Cost
Syringes	Syringes \$.15 each x 591,213	\$0.15	88,682
Bio Buckets	18/19 gallon buckets - 1,026 x \$25.006	\$25.006	25,656
Bio Buckets	2 gallon - 7,995 x \$2.75	\$2.75	21,986
Sterile Water	154 Cases x \$81.205/case	\$81.205	12,506
Total Materials & Supplies:			148,830

General Operating:

Expense Item	Brief Description	Rate	Cost
Bio hazard Disposal	Monthly disposal costs per ton of waste -7.2 tons	\$4,166.67	30,000
Total General Operating:			30,000

Staff Travel:

Purpose of Travel	Location	Expense Item	Rate	Cost
Total Staff Travel:				-

Consultants/Subcontractors:

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

Other:

Expense Item	Brief Description	Rate	Cost
Total Other:			-

TOTAL OPERATING EXPENSES: 178,830

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

Capital Expenditure Item	Brief Description	Cost

TOTAL CAPITAL EXPENDITURES: -

TOTAL DIRECT COSTS: 178,830

4) INDIRECT COSTS

Describe method and basis for Indirect Cost Allocation (i.e., FTE, square footage, or other)

Amount

San Francisco AIDS Foundation has a negotiated rate of 27%. This contract seeks reimbursement at a rate of 10% of total direct costs.	17,883

Indirect Rate: 10%

TOTAL INDIRECT COSTS: 17,883

TOTAL EXPENSES: 196,713

	A	B	C	D	E	F	G	H	I
1	Contractor Name: San Francisco AIDS Foundation							Appendix #	B-1e
2	Contract Term: 7/1/16-6/30/18							Page #	1
3	Funding Source: CDC							Fiscal Year(s)	17-18
4								Funding Notification Date	6/10/2016
5	UOS COST ALLOCATION BY SERVICE MODE								
6									
7									
8	Personnel Expenses		SERVICE MODES						
			Program Coordination/Bulk Purchasing						
9	Position Titles	FTE	Salaries	% FTE	Salaries	% FTE	Salaries	% FTE	Contract Totals
10	0	-		0%		0%		0%	-
11	0	-	-	0%	-	0%	-	0%	-
12	0	-	-	0%	-	0%	-	0%	-
13	0	-	-	0%	-	0%	-	0%	-
14	0	-	-	0%	-	0%	-	0%	-
15	0	-	-	0%	-	0%	-	0%	-
16	Total FTE & Total Salaries	-	-	0%	-	0%	-	0%	-
17	Fringe Benefits	0%	-	0%	-	0%	-	0%	-
18	Total Personnel Expenses		-	0%	-	0%	-	0%	-
19									
20	Operating Expenses		Expenditure	%	Expenditure	%	Expenditure	%	Contract Total
21	Total Occupancy		-	0%	-	0%	-	0%	-
22	Total Materials and Supplies		4,545	100%	-	0%	-	0%	4,545
23	Total General Operating		-	0%	-	0%	-	0%	-
24	Total Staff Travel		-	0%	-	0%	-	0%	-
25	Consultants/Subcontractor:		-	0%	-	0%	-	0%	-
26	Other (specify):		-	0%	-	0%	-	0%	-
27				0%		0%		0%	-
28				0%		0%		0%	-
29				0%		0%		0%	-
30				0%		0%		0%	-
31				0%		0%		0%	-
32	Total Operating Expenses		4,545	100%	-	0%	-	0%	4,545
33									
34	Capital Expenses		Expenditure	%	Expenditure	%	Expenditure	%	Contract Total
35	Capital Expenditure 1		-	0%	-	0%	-	0%	-
36	Capital Expenditure 2		-	0%	-	0%	-	0%	-
37	Total Capital Expenses		-	0%	-	0%	-	0%	-
38									
39	Total Direct Expenses		4,545	100%	-	0%	-	0%	4,545
40	Indirect Expenses		455	100%		0%		0%	455
41	TOTAL EXPENSES		5,000	100%	-	0%	-	0%	5,000
42									
43	Units of Service (UOS) per Service Mode		6		-		-		6
44	Cost Per Unit of Service by Service Mode		833.33		-		-		
45	Unduplicated Clients (UDC) per Service Mode		N/A						
46									
47									

Rev. 07/15

BUDGET JUSTIFICATION

Contractor Name San Francisco AIDS Foundation
Program Name: Syringe Access & Disposal Services

Appendix #: B-1e
Fiscal Year: 17-18

1a) SALARIES

Staff Position 1:				
Brief description of job duties:				
Minimum qualifications:				
Annual Salary:	x FTE:	x Months per Year:	Annualized (if less than 12 months):	Total
			0	\$ -

Staff Position 2:				
Brief description of job duties:				
Minimum qualifications:				
Annual Salary:	x FTE:	x Months per Year:	Annualized (if less than 12 months):	Total
			0	\$ -

Staff Position 3:				
Brief description of job duties:				
Minimum qualifications:				
Annual Salary:	x FTE:	x Months per Year:	Annualized (if less than 12 months):	Total
			0	\$ -

Staff Position 4:				
Brief description of job duties:				
Minimum qualifications:				
Annual Salary:	x FTE:	x Months per Year:	Annualized (if less than 12 months):	Total
			0	\$ -

Staff Position 5:				
Brief description of job duties:				
Minimum qualifications:				
Annual Salary:	x FTE:	x Months per Year:	Annualized (if less than 12 months):	Total
			0	\$ -

Staff Position 6:				
Brief description of job duties:				
Minimum qualifications:				
Annual Salary:	x FTE:	x Months per Year:	Annualized (if less than 12 months):	Total
			0	\$ -

Total FTE: -

Total Salaries: \$ -

1b) EMPLOYEE FRINGE BENEFITS:

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

Component	Cost
Social Security	
Retirement	
Medical	
Dental	
Unemployment Insurance	
Disability Insurance	
Paid Time Off	
Other (specify):	

Total Fringe Benefit: -

Fringe Benefit %: 0%

TOTAL SALARIES & EMPLOYEE FRINGE BENEFITS:	-
---	----------

2) OPERATING EXPENSES:Occupancy:

Expense Item	Brief Description	Rate	Cost

Total Occupancy: -

Materials & Supplies:

Expense Item	Brief Description	Rate	Cost
Condoms	60 cases x \$75.75/case	\$75.75	4,545

Total Materials & Supplies: 4,545

General Operating:

Expense Item	Brief Description	Rate	Cost

Total General Operating: -

Staff Travel:

Purpose of Travel	Location	Expense Item	Rate	Cost

Total Staff Travel: -

Consultants/Subcontractors:

Consultant/Subcontractor Name	Service Description	Rate	Cost

Total Consultants/Subcontractors:			-

Other: _____

Expense Item	Brief Description	Rate	Cost
Total Other:			-

TOTAL OPERATING EXPENSES: 4,545

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

Capital Expenditure Item	Brief Description	Cost

TOTAL CAPITAL EXPENDITURES: -

TOTAL DIRECT COSTS: 4,545

4) INDIRECT COSTS

Describe method and basis for Indirect Cost Allocation (i.e., FTE, square footage, or other)	Amount
San Francisco AIDS Foundation has a negotiated rate of 27%. This contract seeks reimbursement at a rate of 10% of total direct costs.	455

Indirect Rate: 10%
TOTAL INDIRECT COSTS: 455

TOTAL EXPENSES: 5,000

	A	B	C	D	E	F	G	H	I
1	Contractor Name: San Francisco AIDS Foundation							Appendix #	B-2
2	Contract Term: 7/1/16-6/30/18							Page #	1
3	Funding Source: 7/1/16-6/30/18							Fiscal Year(s)	16-17
4								Funding Notification Date	6/10/2016
5	UOS COST ALLOCATION BY SERVICE MODE								
6									
7									
8	Personnel Expenses		SERVICE MODES						
			HYA Wrap Around & Disposal						
9	Position Titles	FTE	Salaries	% FTE	Salaries	% FTE	Salaries	% FTE	Contract Totals
10		0	-	0%		0%		0%	-
11		0	-	0%		0%		0%	-
12		0	-	0%		0%		0%	-
13		0	-	0%		0%		0%	-
14		0	-	0%		0%		0%	-
15		0	-	0%		0%		0%	-
16	Total FTE & Total Salaries	-	-	0%	-	0%	-	0%	-
17	Fringe Benefits	0%	-	0%	-	0%	-	0%	-
18	Total Personnel Expenses		-	0%	-	0%	-	0%	-
19									
20	Operating Expenses	Expenditure	%	Expenditure	%	Expenditure	%	Contract Total	
21	Total Occupancy	-	0%	-	0%	-	0%	-	-
22	Total Materials and Supplies	-	0%	-	0%	-	0%	-	-
23	Total General Operating	-	0%	-	0%	-	0%	-	-
24	Total Staff Travel	-	0%	-	0%	-	0%	-	-
25	Consultants/Subcontractor:	142,595	100%	-	0%	-	0%	142,595	-
26	Other (specify):	-	0%	-	0%	-	0%	-	-
27			0%		0%		0%		-
28			0%		0%		0%		-
29			0%		0%		0%		-
30			0%		0%		0%		-
31			0%		0%		0%		-
32	Total Operating Expenses	142,595	100%	-	0%	-	0%	142,595	
33									
34	Capital Expenses	Expenditure	%	Expenditure	%	Expenditure	%	Contract Total	
35	Capital Expenditure 1	-	0%	-	0%	-	0%	-	-
36	Capital Expenditure 2		0%		0%		0%		-
37	Total Capital Expenses	-	0%	-	0%	-	0%	-	-
38									
39	Total Direct Expenses	142,595	100%	-	0%	-	0%	142,595	
40	Indirect Expenses	14,259	100%		0%		0%	14,259	
41	TOTAL EXPENSES	156,854	100%	-	0%	-	0%	156,854	
42									
43	Units of Service (UOS) per Service Mode	12		-		-		12	
44	Cost Per Unit of Service by Service Mode	13,071.17		-		-			
45	nduplicated Clients (UDC) per Service Mode	N/A							
46									
47									

Rev. 07/15

BUDGET JUSTIFICATION

Contractor Name San Francisco AIDS Foundation
Program Name: Syringe Access & Disposal Services

Appendix #: B-2
Fiscal Year: 16-17

1a) SALARIES

Staff Position 1:				
Brief description of job duties:				
Minimum qualifications:				
Annual Salary:	x FTE:	x Months per Year:	Annualized (if less than 12 months):	Total
			0	\$ -

Staff Position 2:				
Brief description of job duties:				
Minimum qualifications:				
Annual Salary:	x FTE:	x Months per Year:	Annualized (if less than 12 months):	Total
			0	\$ -

Staff Position 3:				
Brief description of job duties:				
Minimum qualifications:				
Annual Salary:	x FTE:	x Months per Year:	Annualized (if less than 12 months):	Total
			0	\$ -

Staff Position 4:				
Brief description of job duties:				
Minimum qualifications:				
Annual Salary:	x FTE:	x Months per Year:	Annualized (if less than 12 months):	Total
			0	\$ -

Staff Position 5:				
Brief description of job duties:				
Minimum qualifications:				
Annual Salary:	x FTE:	x Months per Year:	Annualized (if less than 12 months):	Total
			0	\$ -

Staff Position 6:				
Brief description of job duties:				
Minimum qualifications:				
Annual Salary:	x FTE:	x Months per Year:	Annualized (if less than 12 months):	Total
			0	\$ -

Total FTE: -

Total Salaries: \$ -

1b) EMPLOYEE FRINGE BENEFITS:

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

Component	Cost
Social Security	
Retirement	
Medical	
Dental	
Unemployment Insurance	
Disability Insurance	
Paid Time Off	
Other (specify):	

Total Fringe Benefit: -

Fringe Benefit %: 0%

TOTAL SALARIES & EMPLOYEE FRINGE BENEFITS: -**2) OPERATING EXPENSES:****Occupancy:**

Expense Item	Brief Description	Rate	Cost
Total Occupancy:			-

Materials & Supplies:

Expense Item	Brief Description	Rate	Cost
Total Materials & Supplies:			-

General Operating:

Expense Item	Brief Description	Rate	Cost
Total General Operating:			-

Staff Travel:

Purpose of Travel	Location	Expense Item	Rate	Cost
Total Staff Travel:				-

Consultants/Subcontractors:

Consultant/Subcontractor Name	Service Description	Rate	Cost
Homeless Youth Alliance	Wrap around and disposal services	\$142,595	142,595
Total Consultants/Subcontractors:			142,595

Other: _____

Expense Item	Brief Description	Rate	Cost
Total Other:			-

TOTAL OPERATING EXPENSES: 142,595

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

Capital Expenditure Item	Brief Description	Cost

TOTAL CAPITAL EXPENDITURES: -

TOTAL DIRECT COSTS: 142,595

4) INDIRECT COSTS

Describe method and basis for Indirect Cost Allocation (i.e., FTE, square footage, or other)	Amount
San Francisco AIDS Foundation has a negotiated rate of 27%. This contract seeks reimbursement at a rate of 10% of total direct costs.	14,259

Indirect Rate: 10%

TOTAL INDIRECT COSTS: 14,259

TOTAL EXPENSES: 156,854

	A	B	C	D	E	F	G	H	I
1	Contractor Name: San Francisco AIDS Foundation							Appendix #	B-2a
2	Contract Term: 7/1/16-6/30/18							Page #	1
3	Funding Source: General Fund							Fiscal Year(s)	17-18
4								Funding Notification Date	6/10/2016
5	UOS COST ALLOCATION BY SERVICE MODE								
6									
7									
8	Personnel Expenses			HYA Wrap Around & Disposal					
9	Position Titles	FTE	Salaries	% FTE	Salaries	% FTE	Salaries	% FTE	Contract Totals
10	0	-		0%		0%		0%	-
11	0	-	-	0%	-	0%	-	0%	-
12	0	-	-	0%	-	0%	-	0%	-
13	0	-	-	0%	-	0%	-	0%	-
14	0	-	-	0%	-	0%	-	0%	-
15	0	-	-	0%	-	0%	-	0%	-
16	Total FTE & Total Salaries	-	-	0%	-	0%	-	0%	-
17	Fringe Benefits	0%	-	0%	-	0%	-	0%	-
18	Total Personnel Expenses		-	0%	-	0%	-	0%	-
19									
20	Operating Expenses		Expenditure	%	Expenditure	%	Expenditure	%	Contract Total
21	Total Occupancy		-	0%	-	0%	-	0%	-
22	Total Materials and Supplies		-	0%	-	0%	-	0%	-
23	Total General Operating		-	0%	-	0%	-	0%	-
24	Total Staff Travel		-	0%	-	0%	-	0%	-
25	Consultants/Subcontractor:		142,595	100%	-	0%	-	0%	142,595
26	Other (specify):		-	0%	-	0%	-	0%	-
27				0%		0%		0%	-
28				0%		0%		0%	-
29				0%		0%		0%	-
30				0%		0%		0%	-
31				0%		0%		0%	-
32	Total Operating Expenses		142,595	100%	-	0%	-	0%	142,595
33									
34	Capital Expenses		Expenditure	%	Expenditure	%	Expenditure	%	Contract Total
35	Capital Expenditure 1		-	0%	-	0%	-	0%	-
36	Capital Expenditure 2			0%		0%		0%	-
37	Total Capital Expenses		-	0%	-	0%	-	0%	-
38									
39	Total Direct Expenses		142,595	100%	-	0%	-	0%	142,595
40	Indirect Expenses		14,259	100%		0%		0%	14,259
41	TOTAL EXPENSES		156,854	100%	-	0%	-	0%	156,854
42									
43	Units of Service (UOS) per Service Mode		12		-		-		12
44	Cost Per Unit of Service by Service Mode		13,071.17		-		-		
45	Unduplicated Clients (UDC) per Service Mode		N/A						
46									
47	Rev. 07/15								

Rev. 07/15

BUDGET JUSTIFICATION

Contractor Name San Francisco AIDS Foundation
 Program Name: Syringe Access & Disposal Services

Appendix #: B-2a
 Fiscal Year: 17-18

1a) SALARIES

Staff Position 1:				
Brief description of job duties:				
Minimum qualifications:				
Annual Salary:	x FTE:	x Months per Year:	Annualized (if less than 12 months):	Total
			0	\$ -

Staff Position 2:				
Brief description of job duties:				
Minimum qualifications:				
Annual Salary:	x FTE:	x Months per Year:	Annualized (if less than 12 months):	Total
			0	\$ -

Staff Position 3:				
Brief description of job duties:				
Minimum qualifications:				
Annual Salary:	x FTE:	x Months per Year:	Annualized (if less than 12 months):	Total
			0	\$ -

Staff Position 4:				
Brief description of job duties:				
Minimum qualifications:				
Annual Salary:	x FTE:	x Months per Year:	Annualized (if less than 12 months):	Total
			0	\$ -

Staff Position 5:				
Brief description of job duties:				
Minimum qualifications:				
Annual Salary:	x FTE:	x Months per Year:	Annualized (if less than 12 months):	Total
			0	\$ -

Staff Position 6:				
Brief description of job duties:				
Minimum qualifications:				
Annual Salary:	x FTE:	x Months per Year:	Annualized (if less than 12 months):	Total
			0	\$ -

Total FTE: - Total Salaries: \$ -

1b) EMPLOYEE FRINGE BENEFITS:

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

Component	Cost
Social Security	
Retirement	
Medical	
Dental	

Unemployment Insurance	
Disability Insurance	
Paid Time Off	
Other (specify):	

Total Fringe Benefit: -

Fringe Benefit %: 0%

TOTAL SALARIES & EMPLOYEE FRINGE BENEFITS: -

2) OPERATING EXPENSES:

Occupancy:

Expense Item	Brief Description	Rate	Cost
Total Occupancy:			-

Materials & Supplies:

Expense Item	Brief Description	Rate	Cost
Total Materials & Supplies:			-

General Operating:

Expense Item	Brief Description	Rate	Cost
Total General Operating:			-

Staff Travel:

Purpose of Travel	Location	Expense Item	Rate	Cost
Total Staff Travel:				-

Consultants/Subcontractors:

Consultant/Subcontractor Name	Service Description	Rate	Cost
Homeless Youth Alliance	Wrap around and disposal services	\$142,595	142,595
Total Consultants/Subcontractors:			142,595

Other:

Expense Item	Brief Description	Rate	Cost

			Total Other: -

TOTAL OPERATING EXPENSES:	142,595
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3) CAPITAL EXPENDITURES: (If needed. A unit valued at \$5,000 or more)

Capital Expenditure Item	Brief Description	Cost

TOTAL CAPITAL EXPENDITURES:	-
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TOTAL DIRECT COSTS:	142,595
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4) INDIRECT COSTS

Describe method and basis for Indirect Cost Allocation (i.e., FTE, square footage, or other)	Amount
San Francisco AIDS Foundation has a negotiated rate of 27%. This contract seeks reimbursement at a rate of 10% of total direct costs.	14,259

Indirect Rate:	10%
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TOTAL INDIRECT COSTS:	14,259
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TOTAL EXPENSES:	156,854
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Appendix C
Insurance Waiver
Reserved

**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 do one or more of the following:

- 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 fully 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.



San Francisco Department of Public Health
Business Associate Agreement
Appendix E

This Business Associate Agreement (“Agreement”) supplements and is made a part of the contract (“Contract”)] by and between the City and County of San Francisco, the Covered Entity (“CE”), and San Francisco AIDS Foundation (“Contractor”), the Business Associate (“BA”), dated July 1, 2016 (CMS #7774). 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, by and through the San Francisco Department of Public Health (“SFDPH”), 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. For purposes of the Contract, SFDPH requires Contractor, even if Contractor is also a covered entity under HIPAA, to comply with the terms and conditions of this Agreement as a BA of CE.

C. CE and BA intend to protect the privacy and provide for the security of PHI disclosed to BA pursuant to the 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”).

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

E. BA enters into agreements with CE that require the CE to disclose certain identifiable health information to BA. The parties desire to enter into this 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.



San Francisco Department of Public Health
Business Associate Agreement
Appendix E

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 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



San Francisco Department of Public Health
Business Associate Agreement
Appendix E

care clinicians and staff, and shall have the meaning given to such term under the HITECH Act, including, but not limited to, 42 U.S.C. Section 17921.

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

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

k. Protected Health Information or PHI means any information, including electronic PHI, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Sections 160.103 and 164.501. For the purposes of this 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 and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute, and shall have the meaning given to such term under the HITECH Act and any guidance issued pursuant to such Act including, but not limited to, 42 U.S.C. Section 17932(h) and 45 C.F.R. Section 164.402.

2. Obligations of Business Associate.

a. Attestations. The BA will be required to complete and return to CE (and retain in BA's records for a period of seven years) the following forms, incorporated by reference as though fully set forth herein, SFDPH Attestations for Privacy (Attachment 1), Data Security (Attachment



San Francisco Department of Public Health
Business Associate Agreement
Appendix E

2) and Compliance (Attachment 3) within ninety (90) calendar days from the execution of the Contract. If CE makes changes to any of these forms during the term of the Contract that CE believes are substantial, the BA will be required to complete and return CE's updated forms to CE within ninety (90) calendar days from the date that CE provides BA with written notice of such changes.

b. User Agreements. The BA shall maintain proof that it has required all of its employees or agents that will access SFDPH PHI have signed and completed the following forms prior to accessing SFDPH PHI for the first time and annually thereafter during the term of the Contract (and retain in BA's records for a period of seven years): the SFDPH User Agreement for Confidentiality, Data Security and Electronic Signature (Attachment 4) and the SFDPH Code of Conduct (Attachment 5), incorporated by reference as though fully set forth herein.

c. 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)].

d. Permitted Disclosures. BA shall disclose Protected Information only for the purpose of performing BA's obligations for or on behalf of the City and as permitted or required under the 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



San Francisco Department of Public Health
Business Associate Agreement
Appendix E

Information on its behalf, if the BA obtains satisfactory assurances, in accordance with 45 C.F.R. Section 164.504(e)(1), that the subcontractor will appropriately safeguard the information [45 C.F.R. Section 164.502(e)(1)(ii)].

e. Prohibited Uses and Disclosures. BA shall not use or disclose 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.

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

g. Business Associate's Subcontractors and Agents. BA shall ensure that any agents and subcontractors that create, receive, maintain or transmit Protected Information on behalf of BA, agree in writing to the same restrictions and conditions that apply to BA with respect to such PHI and implement the safeguards required by paragraph 2.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.

h. Accounting of Disclosures. Within ten (10) calendar days of a request by CE for an accounting of disclosures of Protected Information or upon any disclosure of Protected Information for which CE is required to account to an individual, BA and its agents and subcontractors shall make available to CE the information required to provide an accounting of disclosures to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited



San Francisco Department of Public Health

Business Associate Agreement

Appendix E

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.

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

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

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



San Francisco Department of Public Health

Business Associate Agreement

Appendix E

provide CE a copy of any Protected Information and other documents and records that BA provides to the Secretary concurrently with providing such Protected Information to the Secretary.

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

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

n. Notification of Breach. BA shall notify CE within 5 calendar days of any breach of Protected Information; any use or disclosure of Protected Information not permitted by the 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)]

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



San Francisco Department of Public Health
Business Associate Agreement
Appendix E

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



San Francisco Department of Public Health

Business Associate Agreement

Appendix E

provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, the HIPAA regulations and other applicable state or federal laws relating to the security or confidentiality of PHI. The parties understand and agree that CE must receive satisfactory written assurance from BA that BA will adequately safeguard all Protected Information. Upon the request of either party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to this 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.

Attachment 1 – SFDPH Privacy Attestation, version 10/29/15

Attachment 2 – SFDPH Data Security Attestation, version 10/29/15

Attachment 3 – SFDPH Compliance Attestation, version 10/29/15

Attachment 4 – SFDPH User Agreement for Confidentiality, Data Security and Electronic

Signature, version 4/23/15

Attachment 5 – SFDPH Code of Conduct, version 6/17/15

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

Organization Name:		Contractor City	
		Vendor ID	

SFDPH PRIVACY ATTESTATION

This Attestation is to be completed by Contractors and Data Trading Partners that are required to abide by the SFDPH Business Associates Agreement (BAA) in compliance with the Health Information Portability and Accountability Act (HIPAA) and other patient confidentiality laws and regulations. **INSTRUCTIONS:** File and retain completed Attestations for a period of 7 years. Please be prepared to submit your completed Attestations, along with evidence of the following, when and if requested to do so.

	Yes	No*	DOES YOUR ORGANIZATION...
A			Have formal Privacy Policies? (use of <u>SFDPH Privacy Policies</u> will suffice for "yes")
B			Have a designated Privacy Officer? The Privacy Officer is your organization's designated person who will authorize your employee's "Systems Access Request (SAR) Form". [Note: SARs will NOT be processed by SFDPH without this person's signature.]
			If yes: Privacy Officer Name _____ Phone # _____ Email: _____
C			Require Privacy Training for all employees who have access to PHI upon hire and annually thereafter? (Use of <u>SFDPH Privacy/Data Security Training</u> will suffice for "yes"). [Beginning in FY1516, DPH will require document retention for 7 years.]
D			Have proof that employees upon hire, and annually thereafter, have signed the SFDPH " <u>User Confidentiality, Security, and Electronic Signature Form</u> "? [Beginning in FY1516, DPH will require document retention for 7 years.]
E			Have evidence that SFDPH was notified to de-provision employees who have access to SFDPH PHI within 2 business days for regular terminations and within 24 hours for terminations due to cause?
F			Assure that staff who download, create, or transfer PHI offsite (via laptop, USB/thumb-drive, handheld), have prior supervisorial authorization to do so AND that PHI is only transferred or created on devices that are encrypted?
G			Have (or will have if/when applicable) <u>BAAs</u> with subcontractors or vendors who create, receive, maintain or transmit SFDPH PHI.

Does your organization serve patients/clients for or on behalf of DPH? If YES, answer h-k. If NO, these questions are not applicable, please go directly to ATTEST.

	Yes	No*	DOES YOUR ORGANIZATION...
H			Have evidence in each patient's/client's chart or electronic file that the <u>Privacy Notice</u> was provided in the patient's language (English, Cantonese, Vietnamese, Tagalog, Spanish, Russian forms are available from SFDPH).
I			Have visibly posted the Summary of the Notice of Privacy Practices in all six languages in common patient areas of your treatment facility?
J			Have documented each disclosure of a patient's/client's health information for purposes <u>other than</u> treatment, payment, or operations?
K			When required by law, have proof that signed authorization for disclosure forms (that meet the requirements of the HIPAA Federal Privacy Rule) are obtained PRIOR to releasing a patient's/clients health information?

ATTEST: Under penalty of perjury, I hereby attest that to the best of my knowledge the information herein is true and correct.

ATTESTED by Privacy Officer	Name (print)		Signature		Date	
ATTESTED by CEO / Exec Director	Name (print)		Signature		Date	
ATTESTED by Chair, Board of Directors / Trustees	Name (print)		Signature		Date	

* **EXCEPTIONS:** If you have answered "NO" to any question in A-G or H-K (if applicable), please contact OCPA at compliance.privacy@sfdph.org or call 1-855-729-6040 for a consultation. Any "No" answers will need to be reviewed and approved as exceptions by OCPA.

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

This Attestation is to be completed by Contractors and Data Trading Partners that are required to abide by the SFDPH Business Associates Agreement in compliance with the Health Information Portability and Accountability Act (HIPAA, ADMINISTRATIVE 45 CFR 164.308(a)(8)), Health Information Technology for Economic and Clinical Health Act (HITECH), and the American Institute of Certified Public Accountants (AICPA) requirements. **INSTRUCTIONS:** File and retain completed Attestations for a period of 7 years. Please be prepared to submit your completed Attestations, along with evidence of the following, when and if requested to do so.

	YES	NO*	DOES YOUR ORGANIZATION...
A			Conduct assessments/audits of your data security safeguards to demonstrate and document compliance with your security policies and the requirements of HIPAA/ HITECH at least every two years? [Beginning in FY1516, DPH will require document retention for 7 years.]
B			Use findings from the assessments/audits to identify and mitigate known risks into documented remediation plans? Date of last Data Security Risk Assessment/Audit Name of firm or person(s) who performed the Assessment/Audit and/or authored the final report
C			Have a formal Data Security Awareness Program?
D			Have a designated Security Officer? If yes: IT Security Officer Phone # Email:
E			Require Data Security training for all employees who have access to PHI upon hire and annually thereafter? (Use of <u>SFDPH Privacy/Data Security Training</u> will suffice for "yes".) [Beginning in FY1516, DPH will require document retention for 7 years.]
F			Have policies and procedures to detect, contain, and correct security violations? (Use of <u>SFDPH Privacy Policies</u> will suffice for "yes".)
G			Have (or will have if/when applicable) <u>Business Associate Agreements</u> with subcontractors or vendors who create, receive, maintain or transmit SFDPH PHI.
H			Have (or will have if/when applicable) a diagram (of how SFDPH data flows between your organization and this downstream or 3rd party entity (including named users, access methods, on-premise data hosts, processing systems, etc.)?

ATTEST: Under penalty of perjury, I hereby attest that to the best of my knowledge the information herein is true and correct.

ATTESTED by Data Security Officer	Name (print)		Signature		Date	
ATTESTED by CEO / Exec Director	Name (print)		Signature		Date	
ATTESTED by Chair, Board of Directors / Trustees	Name (print)		Signature		Date	

* **EXCEPTIONS:** If you have answered "NO" to any question, please contact OCPA at compliance.privacy@sfdph.org or call 1-855-729-6040 for a consultation. Any "No" answers will need to be reviewed and approved as exceptions by OCPA.

EXCEPTION(S) APPROVED by OCPA	Name (print)		Signature		Date	
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Organization Name:		Contractor City Vendor ID	
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SFDPH COMPLIANCE ATTESTATION

This Attestation is to be completed by Contractors and Data Trading Partners that are required to abide by the SFDPH Business Associates Agreement in compliance with Medicare/Medicaid Conditions of Participation, False Claims Act and other ethics/compliance laws and regulations. **INSTRUCTIONS:** File and retain completed Attestations for a period of 7 years. Please be prepared to submit your completed Attestations, along with evidence of the following, when and if requested to do so.

	YES	NO*	DOES YOUR ORGANIZATION...
A			Have a formal Compliance Program?
B			Have a designated Compliance Officer? If yes: Compliance Officer Name Phone # Email:
C			Require all employees who have access to SFDPH Systems or PHI to take Compliance training upon hire and annually thereafter? (Use of SFDPH compliance training will suffice for "yes".) [Beginning in FY1516, DPH will require you to retain these records for 7 years.]
D			Have proof that employees upon hire, and annually thereafter, have signed agreement to the SFDPH "Code of Conduct"? [Beginning in FY1516, DPH will require document retention for 7 years.]
E			Have mechanisms in place to identify and promptly respond to compliance deficiencies and report to the SFDPH all identified compliance deficiencies related to services that were billed by SFDPH or that could jeopardize your organization's continued participation in government health care programs, including Medicare or Medi-Cal funded programs?
F			Publicize and promote the SFDPH Compliance and Privacy Hotline number (1-855-729-6040) or the City's Whistleblower Program including posting a notice of whistleblower protections in staff areas where it can be seen?
G			Have a Code of Conduct or Ethics policy that includes a mechanism for staff to confidentially and anonymously report potential compliance concerns as well as a strict non-retaliation policy (Use of SFDPH Compliance policies will suffice for "yes".)?
H			Have mechanisms in place to review the Office of the Inspector General (OIG), General Services Administration (GSA), and the California Department of Health Care Services (DHCS) exclusion lists upon initial hire and monthly thereafter to ensure that no employee, temporary employee, volunteer, consultant, or governing body member responsible for administering or delivering Federal Healthcare Program services is excluded from (may not work in) a federal health care program? [False Claims Act]
I			Require (or will require, if/when applicable) subcontractors/vendors to comply with all requirements in this Attestation?

ATTEST: Under penalty of perjury, I hereby attest that to the best of my knowledge the information herein is true and correct.

ATTESTED by Compliance Officer	Name (print)	Signature	Date
ATTESTED by CEO / Exec Director	Name (print)	Signature	Date
ATTESTED by Chair, Board of Directors / Trustees	Name (print)	Signature	Date

*** EXCEPTIONS:** If you have answered "NO" to any question, please contact OCPA at compliance.privacy@sfdph.org or call 1-855-729-6040 for a consultation. Any "No" answers will need to be reviewed and approved as exceptions by OCPA.

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

APPENDIX F-1
7/01/16-6/30/17
PAGE A

Contractor: San Francisco AIDS Foundation
Address: P. O. Box 426182
San Francisco, CA 94142-6182

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

Program Name: Syringe Access Services

ACE Control #:

HPS

CMS #

7774

Invoice Number

A-1JUL16

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
Syringe Access	5,906								5,906	
Prgrm Coordination	12								12	

	NOC	NOC	NOC	NOC	NOC
Unduplicated Clients for Appendix					

EXPENDITURES	BUDGET	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
Total Salaries (See Page B)	\$254,725				\$254,725.00
Fringe Benefits	\$63,681				\$63,681.00
Total Personnel Expenses	\$318,406				\$318,406.00
Operating Expenses:					
Occupancy-(e.g., Rental of Property, Utilities, Building Maintenance Supplies and Repairs)	\$70,437				\$70,437.00
Materials and Supplies-(e.g., Office, Postage, Printing and Repro., Program Supplies)	\$721,069				\$721,069.00
General Operating-(e.g., Insurance, Staff Training, Equipment Rental/Maintenance)	\$77,204				\$77,204.00
Staff Travel - (e.g., Local & Out of Town)					
Consultant/Subcontractor	\$506,731				\$506,731.00
Other - (Meals, Audit, Transportation Reimb, Stipends, Facilitators)					
Total Operating Expenses	\$1,375,441				\$1,375,441.00
Capital Expenditures					
TOTAL DIRECT EXPENSES	\$1,693,847				\$1,693,847.00
Indirect Expenses	\$169,385				\$169,385.00
TOTAL EXPENSES	\$1,863,232				\$1,863,232.00
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-1
7/01/16-6/30/17
PAGE B

Invoice Number	A-1JUL16
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)

Fund Source: General Fund

Grant Code/Detail:

Project Code/Detail:

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

FINAL Invoice ☐ (check if Yes)

[illegible]

Certified By: _____
Title: _____

7/01/2016

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

APPENDIX F-1a
7/01/16-6/30/17
PAGE A

Contractor: San Francisco AIDS Foundation
Address: P. O. Box 426182
San Francisco, CA 94142-6182

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

Program Name: Syringe Access Services

ACE Control #:

HPS

CMS #

7774

Invoice Number

A-1JUL16

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
Prgr Coordination	12								12	

	NOC	NOC	NOC	NOC	NOC
Unduplicated Clients for Appendix					

EXPENDITURES

	BUDGET	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
Total Salaries (See Page B)					
Fringe Benefits					
Total Personnel Expenses					
Operating Expenses:					
Occupancy-(e.g., Rental of Property, Utilities, Building Maintenance Supplies and Repairs)					
Materials and Supplies-(e.g., Office, Postage, Printing and Repro., Program Supplies)	\$148,830				\$148,830.00
General Operating-(e.g., Insurance, Staff Training, Equipment Rental/Maintenance)	\$30,000				\$30,000.00
Staff Travel - (e.g., Local & Out of Town)					
Consultant/Subcontractor					
Other - (Meals, Audit, Transportation Reimb, Stipends, Facilitators)					
Total Operating Expenses	\$178,830				\$178,830.00
Capital Expenditures					
TOTAL DIRECT EXPENSES	\$178,830				\$178,830.00
Indirect Expenses	\$17,883				\$17,883.00
TOTAL EXPENSES	\$196,713				\$196,713.00
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-1a
7/01/16-6/30/17
PAGE B

Invoice Number	
A-1JUL16	
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)

ACE Control #:

[illegible]

Certified By: _____

Title: _____

Date: _____

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

APPENDIX F-1b
7/01/16-12/31/16
PAGE A

Contractor: **San Francisco AIDS Foundation**
Address: **P. O. Box 426182**
San Francisco, CA 94142-6182

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

Program Name: **Syringe Access Services**

ACE Control #:

HPS

CMS #

7774

Invoice Number

A-1JUL16

Contract Purchase Order No:

Funding Source:

CDC

Grant Code/Detail:

HCHIVPREVNGR

Project Code/Detail:

HCPD90

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
Program Coordination	6								6	

	NOC	NOC	NOC	NOC	NOC
Unduplicated Clients for Appendix					

EXPENDITURES

	BUDGET	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
Total Salaries (See Page B)					
Fringe Benefits					
Total Personnel Expenses					
Operating Expenses:					
Occupancy-(e.g., Rental of Property, Utilities, Building Maintenance Supplies and Repairs)					
Materials and Supplies-(e.g., Office, Postage, Printing and Repro., Program Supplies)	\$4,545				\$4,545.00
General Operating-(e.g., Insurance, Staff Training, Equipment Rental/Maintenance)					
Staff Travel - (e.g., Local & Out of Town)					
Consultant/Subcontractor					
Other - (Meals, Audit, Transportation Reimb, Stipends, Facilitators)					
Total Operating Expenses	\$4,545				\$4,545.00
Capital Expenditures					
TOTAL DIRECT EXPENSES	\$4,545				\$4,545.00
Indirect Expenses	\$455				\$455.00
TOTAL EXPENSES	\$5,000				\$5,000.00
LESS: Initial Payment Recovery					
Other Adjustments (Enter as negative, if appropriate)					
REIMBURSEMENT					

NOTES:

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

Signature: _____

Date: _____

Title: _____

Send to: **SFDPH Fiscal / Invoice Processing**
1380 Howard Street, 4th Floor
San Francisco, CA 94103
Attn: Contract Payments

By: _____
(DPH Authorized Signatory)

Date: _____

APPENDIX F-1b
7/01/16-12/31/16
PAGE 8

Invoice Number	A-1JUL16
Contract Purchase Order No:	
Fund Source:	CDC
Grant Code/Detail:	HCHIVPREVNCR
Project Code/Detail:	HCPD90
Invoice Period:	07/1/16 - 07/31/16
FINAL Invoice	<input type="checkbox"/> (check if Yes)

ACE Control #: _____

[illegible]

Certified By: _____
Title: _____

Date: _____

APPENDIX F-1c
7/01/17-6/30/18
PAGE A

7/01/2016

APPENDIX F-1c
7/01/17-6/30/18
PAGE B

Invoice Number	
A-1JUL17	
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)

ACE Control #: _____

[illegible]

Certified By: _____

Title: _____

7/01/2016

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

APPENDIX F-1d
7/01/17-6/30/18
PAGE A

Contractor: San Francisco AIDS Foundation Address: P. O. Box 426182 San Francisco, CA 94142-6182 Telephone: (415) 487-3000 Fax: (415) 487-3009 Program Name: Syringe Access Services ACE Control #: 	<div style="border:2px solid black; padding:10px; width:50px; margin:auto;">HPS</div>	CMS # <div style="border:1px solid black; padding:2px; text-align:center;">7774</div>	Invoice Number <div style="border:1px solid black; padding:2px; text-align:center;">A-1JUL17</div>	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)
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DELIVERABLES	TOTAL CONTRACTED		DELIVERED THIS PERIOD		DELIVERED TO DATE		% OF TOTAL		REMAINING DELIVERABLES	
	UOS	NOC	UOS	NOC	UOS	NOC	UOS	NOC	UOS	NOC
Client Identification	12								12	

	NOC	NOC	NOC	NOC	NOC
Unduplicated Clients for Appendix					

EXPENDITURES	BUDGET	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
Total Salaries (See Page B)					
Fringe Benefits					
Total Personnel Expenses					
Operating Expenses:					
Occupancy-(e.g., Rental of Property, Utilities, Building Maintenance Supplies and Repairs)					
Materials and Supplies-(e.g., Office, Postage, Printing and Repro., Program Supplies)					\$148,830.00
General Operating-(e.g., Insurance, Staff Training, Equipment Rental/Maintenance)	\$30,000				\$30,000.00
Staff Travel - (e.g., Local & Out of Town)					
Consultant/Subcontractor					
Other - (Meals, Audit, Transportation Reimb, Stipends, Facilitators)					
Total Operating Expenses	\$178,830				\$178,830.00
Capital Expenditures					
TOTAL DIRECT EXPENSES	\$178,830				\$178,830.00
Indirect Expenses	\$17,883				\$17,883.00
TOTAL EXPENSES	\$196,713				\$196,713.00
LESS: Initial Payment Recovery					
Other Adjustments (Enter as negative, if appropriate)					
REIMBURSEMENT					

NOTES:

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

Signature: _____ Date: _____
 Title: _____

Send to: SFDPH Fiscal / Invoice Processing 1380 Howard Street, 4th Floor San Francisco, CA 94103 Attn: Contract Payments	By: _____ (DPH Authorized Signatory)	Date: _____
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APPENDIX F-1d
7/01/17-6/30/18
PAGE B

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

Program Name: Syringe Access Services

ACE Control #:

[illegible]

Date: _____

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

APPENDIX F-1e
7/01/17-12/31/17
PAGE A

Contractor: **San Francisco AIDS Foundation**
Address: **P. O. Box 426182**
San Francisco, CA 94142-6182

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

Program Name: **Syringe Access Services**

ACE Control #:

HPS

CMS #

7774

Invoice Number

A-1JUL17

Contract Purchase Order No:

Funding Source: **CDC**

Grant Code/Detail: **HCHIVPREVNGR**

Project Code/Detail: **HCPD90**

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
6	6								6	

	NOC	NOC	NOC	NOC	NOC
Unduplicated Clients for Appendix					

EXPENDITURES	BUDGET	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
Total Salaries (See Page B)					
Fringe Benefits					
Total Personnel Expenses					
Operating Expenses:					
Occupancy-(e.g., Rental of Property, Utilities, Building Maintenance Supplies and Repairs)					
Materials and Supplies-(e.g., Office, Postage, Printing and Repro., Program Supplies)	\$4,545				\$4,545.00
General Operating-(e.g., Insurance, Staff Training, Equipment Rental/Maintenance)					
Staff Travel - (e.g., Local & Out of Town)					
Consultant/Subcontractor					
Other - (Meals, Audit, Transportation Reimb, Stipends, Facilitators)					
Total Operating Expenses	\$4,545				\$4,545.00
Capital Expenditures					
TOTAL DIRECT EXPENSES	\$4,545				\$4,545.00
Indirect Expenses	\$455				\$455.00
TOTAL EXPENSES	\$5,000				\$5,000.00
LESS: Initial Payment Recovery					
Other Adjustments (Enter as negative, if appropriate)					
REIMBURSEMENT					

NOTES:

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

Signature: _____

Date: _____

Title: _____

Send to:	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
7/01/17-12/31/17
PAGE B

Invoice Number
A-1JUL17

Contract Purchase Order No:

Fund Source: CDC

Grant Code/Detail: HCHIVPREVNGR

ACE Control #: _____

Project Code/Detail: HCPD90

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

FINAL Invoice ☐ (check if Yes)

[illegible]

Certified By: _____
Title: _____

Date: _____

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

APPENDIX F-2
7/01/16-6/30/17
PAGE A

Contractor: San Francisco AIDS Foundation
Address: P. O. Box 426182
San Francisco, CA 94142-6182

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

Program Name: Syringe Access Services

ACE Control #:

HPS

CMS #

7774

Invoice Number

A-1JUL16

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
Plan Coordination	12								12	

	NOC	NOC	NOC	NOC	NOC
Unduplicated Clients for Appendix					

EXPENDITURES	BUDGET	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
Total Salaries (See Page B)					
Fringe Benefits					
Total Personnel Expenses					
Operating Expenses:					
Occupancy-(e.g., Rental of Property, Utilities, Building Maintenance Supplies and Repairs)					
Materials and Supplies-(e.g., Office, Postage, Printing and Repro., Program Supplies)					
General Operating-(e.g., Insurance, Staff Training, Equipment Rental/Maintenance)					
Staff Travel - (e.g., Local & Out of Town)					
Consultant/Subcontractor	\$142,595				\$142,595.00
Other - (Meals, Audit, Transportation Reimb, Stipends, Facilitators)					
Total Operating Expenses	\$142,595				\$142,595.00
Capital Expenditures					
TOTAL DIRECT EXPENSES	\$142,595				\$142,595.00
Indirect Expenses	\$14,259				\$14,259.00
TOTAL EXPENSES	\$156,854				\$156,854.00
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-2
7/01/16-6/30/17
PAGE B

Invoice Number	
A-1JUL16	
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)

ACE Control #: [illegible]

Title: _____

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

aAPPENDIX F-2
7/01/17-6/30/18
PAGE A

Contractor: San Francisco AIDS Foundation Address: P. O. Box 426182 San Francisco, CA 94142-6182 Telephone: (415) 487-3000 Fax: (415) 487-3009 Program Name: Syringe Access Services ACE Control #: 	<div style="border:2px solid black; padding:10px; width:50px; margin:auto;">HPS</div>	CMS # <div style="border:1px solid black; padding:2px; text-align:center;">7774</div>	Invoice Number <div style="border:1px solid black; padding:2px; text-align:center;">A-1JUL17</div>	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
Program Coordination	12								12	

	NOC	NOC	NOC	NOC	NOC
Unduplicated Clients for Appendix					

EXPENDITURES	BUDGET	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
Total Salaries (See Page B)					
Fringe Benefits					
Total Personnel Expenses					
Operating Expenses:					
Occupancy-(e.g., Rental of Property, Utilities, Building Maintenance Supplies and Repairs)					
Materials and Supplies-(e.g., Office, Postage, Printing and Repro., Program Supplies)					
General Operating-(e.g., Insurance, Staff Training, Equipment Rental/Maintenance)					
Staff Travel - (e.g., Local & Out of Town)					
Consultant/Subcontractor	\$142,595				\$142,595.00
Other - (Meals, Audit, Transportation Reimb, Stipends, Facilitators)					
Total Operating Expenses	\$142,595				\$142,595.00
Capital Expenditures					
TOTAL DIRECT EXPENSES	\$142,595				\$142,595.00
Indirect Expenses	\$14,259				\$14,259.00
TOTAL EXPENSES	\$156,854				\$156,854.00
LESS: Initial Payment Recovery					
Other Adjustments (Enter as negative, if appropriate)					
REIMBURSEMENT					

NOTES:

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

Signature: _____ Date: _____
 Title: _____

Send to: SFDPH Fiscal / Invoice Processing 1380 Howard Street, 4th Floor San Francisco, CA 94103 Attn: Contract Payments	By: _____ (DPH Authorized Signatory)	Date: _____
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aAPPENDIX F-2
7/01/17-6/30/18
PAGE B

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

Program Name: Syringe Access Services

ACE Control #:

[illegible]

7/01/2016

Appendix G

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

Introduction

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

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

Dispute Resolution Procedure

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

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

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

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

Appendix G

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

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



SANFRAN-02

POBAR1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/23/2016

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
INSURED San Francisco AIDS Foundation 1035 Market Street, Ste. 400 San Francisco, CA 94103	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A : Nonprofits' Insurance Alliance of California (NIAC)	
	INSURER B : Berkshire Hathaway Homestate Insurance Company	
	INSURER C : North American Elite Insurance Company	
	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
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 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	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 type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	X	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	SAWC712175	07/01/2016	07/01/2017	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Business Pers Prop		CWB001009205	04/01/2016	04/01/2017	6,195,000

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

CANCELLATION

City and County of San Francisco - SFDPH
101 Grove Street
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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**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.



**Nonprofits' Insurance
Alliance of California**
A HEAD FOR INSURANCE... A HEART FOR NONPROFITS

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.