

**CITY AND COUNTY OF SAN FRANCISCO
DEPARTMENT OF PUBLIC HEALTH**

GRANT AGREEMENT

between

CITY AND COUNTY OF SAN FRANCISCO

and

CATHOLIC CHARITIES

THIS GRANT AGREEMENT (“Agreement”) is made as of **July 1, 2021**, in the City and County of San Francisco, State of California, by and between **CATHOLIC CHARITIES**, a non-profit entity (“Grantee”) and the **CITY AND COUNTY OF SAN FRANCISCO**, a municipal corporation (“City”) acting by and through **DEPARTMENT OF PUBLIC HEALTH** (“Department”),

RECITALS

WHEREAS, Grantee has applied to the Department for an HIV Emergency Relief Grant to fund the matters set forth in a grant plan; and summarized briefly as follows:

To provide HIV Health Services Rental Subsidies Services – Assisted Housing Program; and

WHEREAS, City desires to provide such a grant on the terms and conditions set forth herein:

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained in this Agreement and for other good and valuable consideration, the receipt and adequacy of which is acknowledged, the parties agree as follows:

**ARTICLE 1
DEFINITIONS**

1.1 Specific Terms. Unless the context otherwise requires, the following capitalized terms (whether singular or plural) shall have the meanings set forth below:

(a) “**ADA**” shall mean the Americans with Disabilities Act (including all rules and regulations thereunder) and all other applicable federal, state and local disability rights legislation, as the same may be amended, modified or supplemented from time to time.

(b) “**Application Documents**” shall mean collectively: (i) the grant application submitted by Grantee, including all exhibits, schedules, appendices and attachments thereto; (ii) all documents, correspondence and other written materials submitted with respect to the grant application; and (iii) all amendments, modifications or supplements to any of the foregoing approved in writing by City.

- (c) **“Budget”** shall mean the budget attached hereto as part of Appendix B.
- (d) **“Charter”** shall mean the Charter of City.
- (e) **“Contractor”** shall have the meaning as “Grantee” if used in this Agreement, as certain City contracting requirements also apply to grants of the City of San Francisco.
- (f) **“Controller”** shall mean the Controller of City.
- (g) **“Eligible Expenses”** shall have the meaning set forth in Appendix A.
- (h) **“Event of Default”** shall have the meaning set forth in Section 11.1.
- (i) **“Fiscal Quarter”** shall mean each period of three (3) calendar months commencing on July 1, October 1, January 1 and April 1, respectively.
- (j) **“Fiscal Year”** shall mean each period of twelve (12) calendar months commencing on July 1 and ending on June 30 during which all or any portion of this Agreement is in effect.
- (k) **“Funding Request”** shall have the meaning set forth in Section 5.3(a).
- (l) **“Grant”** shall mean this Agreement.
- (m) **“Grant Funds”** shall mean any and all funds allocated or disbursed to Grantee under this Agreement.
- (n) **“Grant Plan”** shall have the meaning set forth in Appendix B.
- (o) **“Indemnified Parties”** shall mean: (i) City, including the Department and all commissions, departments, agencies and other subdivisions of City; (ii) City's elected officials, directors, officers, employees, agents, successors and assigns; and (iii) all persons or entities acting on behalf of any of the foregoing.
- (p) **“Losses”** shall mean any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, judgments, fees, expenses and costs of whatsoever kind and nature (including legal fees and expenses and costs of investigation, of prosecuting or defending any Loss described above) whether or not such Loss be founded or unfounded, of whatsoever kind and nature.
- (q) **“Publication”** shall mean any report, article, educational material, handbook, brochure, pamphlet, press release, public service announcement, web page, audio or visual material or other communication for public dissemination, which relates to all or any portion of the Grant Plan or is paid for in whole or in part using Grant Funds.

1.2 Additional Terms. The terms “as directed,” “as required” or “as permitted” and similar terms shall refer to the direction, requirement, or permission of the Department. The terms “sufficient,” “necessary” or “proper” and similar terms shall mean sufficient, necessary or proper in the sole judgment of the Department. The terms “approval,” “acceptable” or “satisfactory” or similar terms shall mean approved by, or acceptable to, or satisfactory to the Department. The terms “include,” “included” or “including” and similar terms shall be deemed to be followed by the words “without limitation”. The use

of the term “subcontractor,” “successor” or “assign” herein refers only to a subcontractor (“subgrantee”), successor or assign expressly permitted under Article 13.

1.3 References to this Agreement. References to this Agreement include: (a) any and all appendices, exhibits, schedules, attachments hereto; (b) any and all statutes, ordinances, regulations or other documents expressly incorporated by reference herein; and (c) any and all amendments, modifications or supplements hereto made in accordance with Section 17.2. References to articles, sections, subsections or appendices refer to articles, sections or subsections of or appendices to this Agreement, unless otherwise expressly stated. Terms such as “hereunder,” herein or “hereto” refer to this Agreement as a whole.

ARTICLE 2 APPROPRIATION AND CERTIFICATION OF GRANT FUNDS; LIMITATIONS ON CITY'S OBLIGATIONS

2.1 Risk of Non-Appropriation of Grant Funds. This Agreement is subject to the budget and fiscal provisions of the Charter. City shall have no obligation to make appropriations for this Agreement in lieu of appropriations for new or other agreements. Grantee acknowledges that City budget decisions are subject to the discretion of its Mayor and Board of Supervisors. Grantee assumes all risk of possible non-appropriation or non-certification of funds, and such assumption is part of the consideration for this Agreement.

2.2 Certification of Controller. Charges will accrue only after prior written authorization certified by the Controller, and the amount of City’s obligation shall not at any time exceed the amount certified for the purpose and period stated in such advance authorization.

2.3 Automatic Termination for Nonappropriation of Funds. This Agreement shall automatically 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 any Fiscal Year, this Agreement shall terminate, without penalty, liability or expense of any kind to City, at the end of such portion of the Fiscal Year.

2.4 SUPERSEDURE OF CONFLICTING PROVISIONS. IN THE EVENT OF ANY CONFLICT BETWEEN ANY OF THE PROVISIONS OF THIS ARTICLE 2 AND ANY OTHER PROVISION OF THIS AGREEMENT, THE APPLICATION DOCUMENTS OR ANY OTHER DOCUMENT OR COMMUNICATION RELATING TO THIS AGREEMENT, THE TERMS OF THIS ARTICLE 2 SHALL GOVERN.

2.5 Maximum Costs. Except as may be provided by City ordinances governing emergency conditions, City and its employees and officers are not authorized to request Grantee to perform services or to provide materials, equipment and supplies that would result in Grantee performing services or providing materials, equipment and supplies that are beyond the scope of the services, materials, equipment and supplies specified in this Agreement unless this Agreement is amended in writing and approved as required by law to authorize the additional services, materials, equipment or supplies. City is not required to pay Grantee for services, materials, equipment or supplies provided by Grantee that are beyond the scope of the services, materials, equipment and supplies agreed upon herein and not approved by a written amendment to this Agreement lawfully executed by City. City and its employees and officers are not authorized to offer or promise to Grantee additional funding for this Agreement that exceeds the maximum amount of funding provided for herein. Additional funding for this Agreement in excess of the maximum provided herein shall require lawful approval and certification by the Controller. City is not required to honor any offered or promised additional funding which exceeds the maximum provided in this Agreement which requires lawful approval and certification of the Controller when the lawful

approval and certification by the Controller has not been obtained. The Controller is not authorized to make payments on any agreement for which funds have not been certified as available in the budget or by supplemental appropriation.

ARTICLE 3 TERM

3.1 Effective Date. This Agreement shall become effective when the Controller has certified to the availability of funds as set forth in Section 2.2 and the Department has notified Grantee thereof in writing.

3.2 Duration of Term. The term of this Agreement shall commence on **July 1, 2021** and expire on **June 30, 2026**, unless earlier terminated as otherwise provided herein. Grantee shall not begin performance of its obligations under this Agreement until it receives written notice from City to proceed.

3.3 The City has five (5) options to renew the Agreement for a period of time span listed below 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: 07/01/2026 – 06/30/2027
- Option 2: 07/01/2027 – 06/30/2028
- Option 3: 07/01/2028 – 06/30/2029
- Option 4: 07/01/2029 – 06/30/2030
- Option 5: 07/01/2030 – 06/30/2031

ARTICLE 4 IMPLEMENTATION OF GRANT PLAN

4.1 Implementation of Grant Plan; Cooperation with Monitoring. Grantee shall diligently and in good faith implement the Grant Plan on the terms and conditions set forth in this Agreement and, to the extent that they do not differ from this Agreement, the Application Documents. Grantee shall not materially change the nature or scope of the Grant Plan during the term of this Agreement without the prior written consent of City. Grantee shall promptly comply with all standards, specifications and formats of City, as they may from time to time exist, related to evaluation, planning and monitoring of the Grant Plan and shall cooperate in good faith with City in any evaluation, planning or monitoring activities conducted or authorized by City.

4.2 Grantee's Personnel. The Grant Plan shall be implemented only by competent personnel under the direction and supervision of Grantee.

4.3 Ownership of Results. Any interest of Grantee or any subgrantee, in drawings, plans, specifications, studies, reports, memoranda, computation sheets, the contents of computer diskettes, or other documents or Publications prepared by Grantee or any subgrantee in connection with this Agreement or the implementation of the Grant Plan or the services to be performed under this Agreement, shall become the property of and be promptly transmitted to City. Notwithstanding the foregoing, Grantee may retain and use copies for reference and as documentation of its experience and capabilities.

4.4 Works for Hire. If, in connection with this Agreement or the implementation of the Grant Plan, Grantee or any subgrantee creates artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, source codes or any other original works of

authorship or Publications, such creations shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in such creations shall be the property of City. If it is ever determined that any such creations are not works for hire under applicable law, Grantee hereby assigns all copyrights thereto to City, and agrees to provide any material, execute such documents and take such other actions as may be necessary or desirable to effect such assignment. With the prior written approval of City, Grantee may retain and use copies of such creations for reference and as documentation of its experience and capabilities. Grantee shall obtain all releases, assignments or other agreements from subgrantees or other persons or entities implementing the Grant Plan to ensure that City obtains the rights set forth in this Grant.

4.5 Publications and Work Product.

(a) Grantee understands and agrees that City has the right to review, approve, disapprove or conditionally approve, in its sole discretion, the work and property funded in whole or part with the Grant Funds, whether those elements are written, oral or in any other medium. Grantee has the burden of demonstrating to City that each element of work or property funded in whole or part with the Grant Funds is directly and integrally related to the Grant Plan as approved by City. City shall have the sole and final discretion to determine whether Grantee has met this burden.

(b) Without limiting the obligations of Grantee set forth in subsection (a) above, Grantee shall submit to City for City's prior written approval any Publication, and Grantee shall not disseminate any such Publication unless and until it receives City's consent. In addition, Grantee shall submit to City for approval, if City so requests, any other program material or form that Grantee uses or proposes to use in furtherance of the Grant Plan, and Grantee shall promptly provide to City one copy of all such materials or forms within two (2) days following City's request. The City's approval of any material hereunder shall not be deemed an endorsement of, or agreement with, the contents of such material, and the City shall have no liability or responsibility for any such contents. The City reserves the right to disapprove any material covered by this section at any time, notwithstanding a prior approval by the City of such material. Grantee shall not charge for the use or distribution of any Publication funded all or in part with the Grant Funds, without first obtaining City's written consent, which City may give or withhold in its sole discretion.

(c) Grantee shall distribute any Publication solely within San Francisco, unless City otherwise gives its prior written consent, which City may give or withhold in its sole discretion. In addition, Grantee shall furnish any services funded in whole or part with the Grant Funds under this Agreement solely within San Francisco, unless City otherwise gives its prior written consent, which City may give or withhold in its sole discretion.

(d) City may disapprove any element of work or property funded in whole or part by the Grant Funds that City determines, in its sole discretion, has any of the following characteristics: is divisive or discriminatory; undermines the purpose of the Grant Plan; discourages otherwise qualified potential employees or volunteers or any clients from participating in activities covered under the Grant Plan; undermines the effective delivery of services to clients of Grantee; hinders the achievement of any other purpose of City in making the Grant under this Agreement; or violates any other provision of this Agreement or applicable law. If City disapproves any element of the Grant Plan as implemented, or requires any change to it, Grantee shall immediately eliminate the disapproved portions and make the required changes. If City disapproves any materials, activities or services provided by third parties, Grantee shall immediately cease using the materials and terminate the activities or services and shall, at City's request, require that Grantee obtain the return of materials from recipients or deliver such materials to City or destroy them.

(e) City has the right to monitor from time to time the administration by Grantee or any of its subcontractors of any programs or other work, including, without limitation, educational programs or trainings, funded in whole or part by the Grant Funds, to ensure that Grantee is performing such element of the Grant Plan, or causing such element of the Grant Plan to be performed, consistent with the terms and conditions of this Agreement.

(f) Grantee shall acknowledge City's funding under this Agreement in all Publications. Such acknowledgment shall conspicuously state that the activities are sponsored in whole or in part through a grant from the Department. Except as set forth in this subsection, Grantee shall not use the name of the Department or City (as a reference to the municipal corporation as opposed to location) in any Publication without prior written approval of City.

ARTICLE 5 USE AND DISBURSEMENT OF GRANT FUNDS

5.1 Maximum Amount of Grant Funds. In no event shall the amount of Grant Funds disbursed hereunder exceed **SIX MILLION ONE HUNDRED NINE THOUSAND TWO HUNDRED EIGHT Dollars (\$6,109,208).**

5.2 Use of Grant Funds. Grantee shall use the Grant Funds only for Eligible Expenses as set forth in Appendix A and for no other purpose. Grantee shall expend the Grant Funds in accordance with the Budget and shall obtain the prior approval of City before transferring expenditures from one line item to another within the Budget.

5.3 Disbursement Procedures. Grant Funds shall be disbursed to Grantee as follows:

(a) Grantee shall submit to the Department for approval, in the manner specified for notices pursuant to Article 15, a document (a "Funding Request") substantially in the form attached as Appendix C. Any unapproved Funding Requests shall be returned by the Department to Grantee with a brief explanation why the Funding Request was rejected. If any such rejection relates only to a portion of Eligible Expenses itemized in a Funding Request, the Department shall have no obligation to disburse any Grant Funds for any other Eligible Expenses itemized in such Funding Request unless and until Grantee submits a Funding Request that is in all respects acceptable to the Department.

(b) The Department shall make all disbursements of Grant Funds pursuant to this Section through electronic payment or by check payable to Grantee sent via U.S. mail in accordance with Article 15, unless the Department otherwise agrees in writing, in its sole discretion. For electronic payment, City vendors receiving new contracts, contract renewals, or contract extensions must sign up to receive electronic payments through the City's Automated Clearing House (ACH) payments service/provider. Electronic payments are processed every business day and are safe and secure. To sign up for electronic payments, visit www.sfgov.org/ach. The Department shall make disbursements of Grant Funds no more than once during each week. This will be contingent on when invoices are received as at times, multiple invoices may be received at once.

5.4 State or Federal Funds

(a) **Disallowance.** With respect to Grant Funds, if any, which are ultimately provided by the state or federal government, Grantee agrees that if Grantee claims or receives payment from City for an Eligible Expense, payment or reimbursement of which is later disallowed by the state or federal government, Grantee shall promptly refund the disallowed amount to City upon City's request. At its option, City may offset all or any portion of the disallowed amount against any other payment due to Grantee hereunder or under any other Agreement. Any such offset with respect to a portion of the

disallowed amount shall not release Grantee from Grantee's obligation hereunder to refund the remainder of the disallowed amount.

(b) Grant Terms. The funding for this Agreement is provided in full or in part by a Federal or State Grant to the City. As part of the terms of receiving the funds, the City is required to incorporate some of the terms into this Agreement and include certain reporting requirements. The incorporated terms and requirements are stated in Appendix G, "State/Federal Funding Terms."

ARTICLE 6 REPORTING REQUIREMENTS; AUDITS; PENALTIES FOR FALSE CLAIMS

6.1 Regular Reports. Grantee shall provide, in a prompt and timely manner, financial, operational and other reports, as requested by the Department, in form and substance satisfactory to the Department. Such reports, including any copies, shall be submitted on recycled paper and printed on double-sided pages, to the maximum extent possible.

6.2 Organizational Documents. If requested by City, Grantee shall provide to City the names of its current officers and directors and certified copies of its Articles of Incorporation and Bylaws as well as satisfactory evidence of the valid nonprofit status described in Section 8.1.

6.3 Notification of Defaults or Changes in Circumstances. Grantee shall notify City immediately of (a) any Event of Default or event that, with the passage of time, would constitute an Event of Default; and (b) any change of circumstances that would cause any of the representations and warranties contained in Article 8 to be false or misleading at any time during the term of this Agreement.

6.4 Financial Statements. Pursuant to San Francisco Administrative Code Section 67.32 and Controller requirements, if requested, within sixty (60) days following the end of each Fiscal Year, Grantee shall deliver to City an unaudited balance sheet and the related statement of income and cash flows for such Fiscal Year, all in reasonable detail acceptable to City, certified by an appropriate financial officer of Grantee as accurately presenting the financial position of Grantee. If requested by City, Grantee shall also deliver to City, no later than one hundred twenty (120) days following the end of any Fiscal Year, an audited balance sheet and the related statement of income and cash flows for such Fiscal Year, certified by a reputable accounting firm as accurately presenting the financial position of Grantee.

6.5 Books and Records. Grantee shall establish and maintain accurate files and records of all aspects of the Grant Plan and the matters funded in whole or in part with Grant Funds during the term of this Agreement. Without limiting the scope of the foregoing, Grantee shall establish and maintain accurate financial books and accounting records relating to Eligible Expenses incurred and Grant Funds received and expended under this Agreement, together with all invoices, documents, payrolls, time records and other data related to the matters covered by this Agreement, whether funded in whole or in part with Grant Funds. Grantee shall maintain all of the files, records, books, invoices, documents, payrolls and other data required to be maintained under this Section in a readily accessible location and condition for a period of not less than five (5) years after final payment under this Agreement or until any final audit has been fully completed, whichever is later.

6.6 Audit and Inspection of Records. Grantee agrees to maintain and make available to the City, during regular business hours, accurate books and accounting records relating to its Grant Plan. Grantee 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 in this Agreement, whether funded in whole or in part under this Agreement. Grantee shall maintain such data and records in an accessible location and condition for a period of not fewer than

five years, unless required for a longer duration due to Federal, State, or local requirements of which the City will notify Grantee in writing, 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. Grantee shall include the same audit and inspection rights and record retention requirements in all subcontracts.

6.6.1 Grantee 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 Grantee's fiscal year end date. If Grantee expends \$750,000 or more in Federal funding per year, from any and all Federal awards, said audit shall be conducted in accordance with 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Said requirements can be found at the following website address: https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl.

6.6.2 If Grantee expends less than \$750,000 a year in Federal awards, Grantee 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. Grantee 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 Grantee.

6.6.3 The Director of Public Health or his / her designee may approve a waiver of the audit requirement in Section 6.6.2 above, if the contractual services are of a consulting or personal services nature, these services are paid for through fee for service terms which limit the City's risk with such contracts, and it is determined that the work associated with the audit would produce undue burdens or costs and would provide minimal benefits. A written request for a waiver must be submitted to the DIRECTOR ninety (90) calendar days before the end of the Agreement term or Grantee's fiscal year, whichever comes first.

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

6.7 Submitting False Claims Grantee shall at all times deal in good faith with the City, shall only submit a Funding Request to the City upon a good faith and honest determination that the funds sought are for Eligible Expenses under the Grant, and shall only use Grant Funds for payment of Eligible Expenses as set forth in Appendix A. Any Grantee who commits any of the following false acts shall be liable to the City for three times the amount of damages the City sustains because of the Grantee's act. A Grantee will be deemed to have submitted a false claim to the City if the Grantee: (a) knowingly presents or causes to be presented to an officer or employee of the City a false Funding Request; (b) knowingly disburses Grants Funds for expenses that are not Eligible Expenses; (c) knowingly makes, uses, or causes to be made or used a false record or statement to get a false Funding Request paid or approved by the City; (d) conspires to defraud the City by getting a false Funding Request allowed or paid by 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.

6.8 Grantee's Board of Directors. Grantee shall at all times be governed by a legally constituted and fiscally responsible board of directors. Such board of directors shall meet regularly and maintain appropriate membership, as established in Grantee's bylaws and other governing documents and shall adhere to applicable provisions of federal, state and local laws governing nonprofit corporations.

Grantee's board of directors shall exercise such oversight responsibility with regard to this Agreement as is necessary to ensure full and prompt performance by Grantee of its obligations under this Agreement.

ARTICLE 7 TAXES

7.1 Grantee to Pay All Taxes. Grantee shall pay to the appropriate governmental authority, as and when due, any and all taxes, fees, assessments or other governmental charges, including possessory interest taxes and California sales and use taxes, levied upon or in connection with this Agreement, the Grant Plan, the Grant Funds or any of the activities contemplated by this Agreement.

7.2 Use of City Real Property. If at any time this Agreement entitles Grantee to the possession, occupancy or use of City real property for private gain, the following provisions shall apply:

(a) Grantee, on behalf of itself and any subgrantees, successors and assigns, recognizes and understands that this Agreement may create a possessory interest subject to property taxation and Grantee, and any subgrantee, successor or assign, may be subject to the payment of such taxes.

(b) Grantee, on behalf of itself and any subgrantees, successors and assigns, further recognizes and understands that any assignment permitted hereunder and any exercise of any option to renew or other extension of this Agreement may constitute a change in ownership for purposes of property taxation and therefore may result in a revaluation of any possessory interest created hereunder. Grantee shall report any assignment or other transfer of any interest in this Agreement or any renewal or extension thereof to the County Assessor within sixty (60) days after such assignment, transfer, renewal or extension.

(c) Grantee shall provide such other information as may be requested by City to enable City to comply with any reporting requirements under applicable law with respect to possessory interests.

7.3 Withholding. Grantee agrees that it is obligated to pay all amounts due to the City under the San Francisco Business and Tax Regulations Code during the term of this Agreement. Pursuant to Section 6.10-2 of the San Francisco Business and Tax Regulations Code, Grantee further acknowledges and agrees that City may withhold any payments due to Grantee under this Agreement if Grantee is delinquent in the payment of any amount required to be paid to the City under the San Francisco Business and Tax Regulations Code. Any payments withheld under this paragraph shall be made to Grantee, without interest, upon Grantee coming back into compliance with its obligations.

ARTICLE 8 REPRESENTATIONS AND WARRANTIES

Grantee represents and warrants each of the following as of the date of this Agreement and at all times throughout the term of this Agreement:

8.1 Organization; Authorization. Grantee is a nonprofit corporation, duly organized and validly existing and in good standing under the laws of the jurisdiction in which it was formed. Grantee has established and maintains valid nonprofit status under Section 501(c)(3) of the United States Internal Revenue Code of 1986, as amended, and all rules and regulations promulgated under such Section. Grantee has duly authorized by all necessary action the execution, delivery and performance of this Agreement. Grantee has duly executed and delivered this Agreement and this Agreement constitutes a

legal, valid and binding obligation of Grantee, enforceable against Grantee in accordance with the terms hereof.

8.2 Location. Grantee's operations, offices and headquarters are located at the address for notices set forth in Section 15. All aspects of the Grant Plan will be implemented at the geographic location(s), if any, specified in the Grant Plan.

8.3 No Misstatements. No document furnished or to be furnished by Grantee to City in connection with the Application Documents, this Agreement, any Funding Request or any other document relating to any of the foregoing, contains or will contain any untrue statement of material fact or omits or will omit a material fact necessary to make the statements contained therein not misleading, under the circumstances under which any such statement shall have been made.

8.4 Conflict of Interest.

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

(b) Not more than one member of an immediate family serves or will serve as an officer, director or employee of Grantee, without the prior written consent of City. For purposes of this subsection, "immediate family" shall include husband, wife, domestic partners, brothers, sisters, children and parents (both legal parents and step-parents).

8.5 No Other Agreements with City. Except as expressly itemized in Appendix D, neither Grantee nor any of Grantee's affiliates, officers, directors or employees has any interest, however remote, in any other agreement with City including any commission, department or other subdivision thereof.

8.6 Subcontracts. Except as may be permitted under Section 13.3, Grantee has not entered into any agreement, arrangement or understanding with any other person or entity pursuant to which such person or entity will implement or assist in implementing all or any portion of the Grant Plan.

8.7 Eligibility to Receive Federal Funds. By executing this Agreement, Grantee certifies that Grantee is not suspended, debarred or otherwise excluded from participation in federal assistance programs. Grantee acknowledges that this certification of eligibility to receive federal funds is a material term of the Agreement.

ARTICLE 9 INDEMNIFICATION AND GENERAL LIABILITY

9.1 Indemnification. Grantee shall indemnify, protect, defend and hold harmless each of the Indemnified Parties from and against any and all Losses arising from, in connection with or caused by: (a) a material breach of this Agreement by Grantee; (b) a material breach of any representation or warranty of Grantee contained in this Agreement; (c) any personal injury caused, directly or indirectly, by any act or omission of Grantee or its employees, subgrantees or agents; (d) any property damage caused, directly or indirectly by any act or omission of Grantee or its employees, subgrantees or agents; (e) the use, misuse or failure of any equipment or facility used by Grantee, or by any of its employees, subgrantees or agents, regardless of whether such equipment or facility is furnished, rented or loaned to Grantee by an Indemnified Party; (f) any tax, fee, assessment or other charge for which Grantee is

responsible under Article 7; or (g) any infringement of patent rights, copyright, trade secret or any other proprietary right or trademark of any person or entity in consequence of the use by any Indemnified Party of any goods or services furnished to such Indemnified Party in connection with this Agreement.

Grantee's obligations under the immediately preceding sentence shall apply to any Loss that is caused in whole or in part by the active or passive negligence of any Indemnified Party, but shall exclude any Loss caused solely by the willful misconduct of the Indemnified Party. The foregoing indemnity shall include, without limitation, consultants and experts and related costs and City's costs of investigating any claims against the City. Grantee 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 Grantee'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.

9.2 Duty to Defend; Notice of Loss. Grantee acknowledges and agrees that its obligation to defend the Indemnified Parties under Section 9.1: (a) is an immediate obligation, independent of its other obligations hereunder; (b) applies to any Loss which actually or potentially falls within the scope of Section 9.1, regardless of whether the allegations asserted in connection with such Loss are or may be groundless, false or fraudulent; and (c) arises at the time the Loss is tendered to Grantee by the Indemnified Party and continues at all times thereafter. The Indemnified Party shall give Grantee prompt notice of any Loss under Section 9.1 and Grantee shall have the right to defend, settle and compromise any such Loss; provided, however, that the Indemnified Party shall have the right to retain its own counsel at the expense of Grantee if representation of such Indemnified Party by the counsel retained by Grantee would be inappropriate due to conflicts of interest between such Indemnified Party and Grantee. An Indemnified Party's failure to notify Grantee promptly of any Loss shall not relieve Grantee of any liability to such Indemnified Party pursuant to Section 9.1, unless such failure materially impairs Grantee's ability to defend such Loss. Grantee shall seek the Indemnified Party's prior written consent to settle or compromise any Loss if Grantee contends that such Indemnified Party shares in liability with respect thereto.

9.3 Incidental and Consequential Damages. Losses covered under this Article 9 shall include any and all incidental and consequential damages resulting in whole or in part from Grantee's acts or omissions. Nothing in this Agreement shall constitute a waiver or limitation of any rights that any Indemnified Party may have under applicable law with respect to such damages.

9.4 LIMITATION ON LIABILITY OF CITY. CITY'S OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO THE AGGREGATE AMOUNT OF GRANT FUNDS ACTUALLY DISBURSED HEREUNDER. NOTWITHSTANDING ANY OTHER PROVISION CONTAINED IN THIS AGREEMENT, THE APPLICATION DOCUMENTS OR ANY OTHER DOCUMENT OR COMMUNICATION RELATING TO 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 LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, THE GRANT FUNDS, THE GRANT PLAN OR ANY ACTIVITIES PERFORMED IN CONNECTION WITH THIS AGREEMENT.

ARTICLE 10 INSURANCE

10.1 Types and Amounts of Coverage. Insurance limits are subject to Risk Management review and revision, as appropriate, as conditions warrant. Without in any way limiting Contractor's liability

pursuant to the “Indemnification” section of this Agreement, Contractor must maintain in force, during the full term of the Agreement, insurance in the following amounts and coverages:

- (a) Workers’ Compensation, in statutory amounts, with Employers’ Liability Limits not less than \$1,000,000 each accident, injury, or illness; and
- (b) Commercial General Liability Insurance with limits not less than \$1,000,000 each occurrence for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations; and
- (c) Commercial Automobile Liability Insurance with limits not less than \$1,000,000 each occurrence, “Combined Single Limit” for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.
- (d) Professional Liability Insurance, applicable to Grantee’s profession, with limits not less than \$1,000,000 for each claim with respect to negligent acts, errors or omissions in connection with the Services.
- (e) Reserved. (Technology Errors and Omissions Coverage)
- (f) Grantee shall maintain in force during the full life of the agreement Cyber and Privacy Insurance with limits of not less than \$1,000,000 per claim. Such insurance shall include coverage for liability arising from theft, dissemination, and/or use of confidential information, including but not limited to, bank and credit card account information or personal information, such as name, address, social security numbers, protected health information or other personally identifying information, stored or transmitted in any form.

10.1.1 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.

10.2 Additional Requirements for General and Automobile Coverage. Commercial General Liability and Commercial Automobile Liability insurance policies shall:

- (a) Name as additional insured City and its officers, agents and employees.
- (b) Provide that such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought, except with respect to limits of liability.

10.3 Additional Requirements for All Policies. All policies shall be endorsed to provide at least thirty (30) days' advance written notice to City of cancellation of policy for any reason, nonrenewal or reduction in coverage and specific notice mailed to City's address for notices pursuant to Article 15.

10.4 Required Post-Expiration Coverage. Should any of the insurance required hereunder be provided under a claims-made form, Grantee shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of three (3) years beyond the expiration or termination of this Agreement, to the effect that, should occurrences during the term hereof give rise to claims made after expiration or termination of the Agreement, such claims shall be covered by such claims-made policies.

10.5 General Annual Aggregate Limit/Inclusion of Claims Investigation or Legal Defense Costs.

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

10.6 Evidence of Insurance. Before commencing any operations under this Agreement, Grantee shall furnish to City certificates of insurance, and additional insured policy endorsements, in form and with insurers satisfactory to City, evidencing all coverages set forth above, and shall furnish complete copies of policies promptly upon City's request. Before commencing any operations under this Agreement, Grantee shall furnish to City certificates of insurance and additional insured policy endorsements with insurers with ratings comparable to A-, VIII or higher, that are authorized to do business in the State of California, and that are satisfactory to City, in form evidencing all coverages set forth above. Failure to maintain insurance shall constitute a material breach of this Agreement.

10.7 Effect of Approval. Approval of any insurance by City shall not relieve or decrease the liability of Grantee hereunder.

10.8 Insurance for Subgrantees and Evidence of this Insurance. If a subgrantee will be used to complete any portion of this agreement, the grantee shall ensure that the subgrantee shall provide all necessary insurance and shall name the City and County of San Francisco, its officers, agents, and employees and the grantee listed as additional insureds.

10.9 Worker's Compensation. The Workers' Compensation policy(ies) shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Grantee, its employees, agents and subgrantees.

10.10 Insurance Coverage During the Term of this Grant. 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 Grant effective on the date of such lapse of insurance.

ARTICLE 11 EVENTS OF DEFAULT AND REMEDIES

11.1 Events of Default. The occurrence of any one or more of the following events shall constitute an "Event of Default" under this Agreement:

(a) **False Statement.** Any statement, representation or warranty contained in this Agreement, in the Application Documents, in any Funding Request or in any other document submitted to City under this Agreement is found by City to be false or misleading.

(b) **Failure to Provide Insurance.** Grantee fails to provide or maintain in effect any policy of insurance required in Article 10.

(c) **Failure to Comply with Representations and Warranties or Applicable Laws.** Grantee fails to perform or breaches any of the terms or provisions of Article 8 or 16.

(d) **Failure to Perform Other Covenants.** Grantee fails to perform or breaches any other agreement or covenant of this Agreement to be performed or observed by Grantee as and when performance or observance is due and such failure or breach continues for a period of ten (10) days after the date on which such performance or observance is due.

(e) **Cross Default.** Grantee defaults under any other agreement between Grantee and City (after expiration of any grace period expressly stated in such agreement).

(f) **Voluntary Insolvency.** Grantee (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 Grantee or of any substantial part of Grantee's property or (v) takes action for the purpose of any of the foregoing.

(g) **Involuntary Insolvency.** Without consent by Grantee, a court or government authority enters an order, and such order is not vacated within ten (10) days, (i) appointing a custodian, receiver, trustee or other officer with similar powers with respect to Grantee or with respect to any substantial part of Grantee'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 Grantee.

11.2 Remedies upon Event of Default. Upon and during the continuance of an Event of Default, City may do any of the following, individually or in combination with any other remedy:

(a) **Termination.** City may terminate this Agreement by giving a written termination notice to Grantee of the Event of Default and that, on the date specified in the notice, this Agreement shall terminate and all rights of Grantee hereunder shall be extinguished. In the sole discretion of the City, Grantee may be allowed ten (10) days to cure the default. In the event of termination for default, Grantee will be paid for Eligible Expenses in any Funding Request that was submitted and approved by City prior to the date of termination specified in such notice.

(b) **Withholding of Grant Funds.** City may withhold all or any portion of Grant Funds not yet disbursed hereunder, regardless of whether Grantee has previously submitted a Funding Request or whether City has approved the disbursement of the Grant Funds requested in any Funding Request. Any Grant Funds withheld pursuant to this Section and subsequently disbursed to Grantee after cure of applicable Events of Default, if granted by the City in its sole discretion, shall be disbursed without interest.

(c) **Offset.** City may offset against all or any portion of undisbursed Grant Funds hereunder or against any payments due to Grantee under any other agreement between Grantee and City the amount of any outstanding Loss incurred by any Indemnified Party, including any Loss incurred as a result of the Event of Default.

(d) **Return of Grant Funds.** City may demand the immediate return of any previously disbursed Grant Funds that have been claimed or expended by Grantee in breach of the terms of this Agreement, together with interest thereon from the date of disbursement at the maximum rate permitted under applicable law.

11.3 Termination for Convenience. City shall have the option, in its sole discretion, to terminate this Agreement at any time for convenience and without cause. City shall exercise this option by giving Grantee written notice that specifies the effective date of termination. Upon receipt of the notice of termination, Grantee shall undertake with diligence all necessary actions to effect the termination of this Agreement on the date specified by City and minimize the liability of Grantee and City to third parties. Such actions shall include, without limitation:

- (a) Halting the performance of all work 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; and
- (c) Completing performance of any work that City designates to be completed prior to the date of termination specified by City.

In no event shall City be liable for costs incurred by Grantee or any of its subcontractors after the termination date specified by City, except for those costs incurred at the request of City pursuant to this section.

11.4 Remedies Nonexclusive. Each of the 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 remedies contained herein are in addition to all other remedies available to City at law or in equity by statute or otherwise and the exercise of any such remedy shall not preclude or in any way be deemed to waive any other remedy.

ARTICLE 12 DISCLOSURE OF INFORMATION AND DOCUMENTS

12.1 Proprietary or Confidential Information of City. Grantee understands and acknowledges that, in the performance of this Agreement or in contemplation thereof, Grantee may have access to private or confidential information that may be owned or controlled by City and that such information may contain proprietary or confidential information, the disclosure of which to third parties may be damaging to City. Grantee agrees that all information disclosed by City to Grantee shall be held in confidence and used only in the performance of this Agreement. Grantee shall exercise the same standard of care to protect such information as a reasonably prudent nonprofit entity would use to protect its own proprietary or confidential data.

12.2 Sunshine Ordinance. Grantee acknowledges and agrees that this Agreement and the Application Documents are subject to Section 67.24(e) of the San Francisco Administrative Code, which provides that contracts, including this Agreement, grantee's bids, responses to Requests for Proposals and all other records of communications between City and persons or entities seeking contracts, shall be open to inspection immediately after a contract has been awarded. Nothing in Section 67.24(e) (as it exists on the date hereof) requires the disclosure of a private person's or organization's net worth or other proprietary financial data submitted for qualification for a contract or other benefit until and unless that person or organization is awarded the contract or benefit. All information provided by Grantee covered by Section 67.24(e) (as it may be amended from time to time) will be made available to the public upon request.

12.3 Financial Projections. Pursuant to San Francisco Administrative Code Section 67.32, Grantee agrees upon request to provide City with financial projections (including profit and loss figures) for the

activities and/or projects contemplated by this Grant ("Project") and annual audited financial statements thereafter. Grantee agrees that all such projections and financial statements shall be public records that must be disclosed.

ARTICLE 13 ASSIGNMENTS AND SUBCONTRACTING

13.1 No Assignment by Grantee. Grantee shall not, either directly or indirectly, assign, transfer, hypothecate, subcontract or delegate all or any portion of this Agreement or any rights, duties or obligations of Grantee hereunder without the prior written consent of City. This Agreement shall not, nor shall any interest herein, be assignable as to the interest of Grantee involuntarily or by operation of law without the prior written consent of City. A change of ownership or control of Grantee or a sale or transfer of substantially all of the assets of Grantee shall be deemed an assignment for purposes of this Agreement.

13.2 Agreement Made in Violation of this Article. Any agreement made in violation of Section 13.1 shall confer no rights on any person or entity and shall automatically be null and void.

13.3 Subcontracting. If Appendix H lists any permitted subgrantees, then notwithstanding any other provision of this Agreement to the contrary, Grantee shall have the right to subcontract on the terms set forth in this Section. If Appendix H is blank or specifies that there are no permitted subgrantees, then Grantee shall have no rights under this Section.

(a) **Limitations.** In no event shall Grantee subcontract or delegate the whole of the Grant Plan. Grantee may subcontract with any of the permitted subgrantees set forth on Appendix H without the prior consent of City; provided, however, that Grantee shall not thereby be relieved from any liability or obligation under this Agreement and, as between City and Grantee, Grantee shall be responsible for the acts, defaults and omissions of any subgrantee or its agents or employees as fully as if they were the acts, defaults or omissions of Grantee. Grantee shall ensure that its subgrantees comply with all of the terms of this Agreement, insofar as they apply to the subcontracted portion of the Grant Plan. All references herein to duties and obligations of Grantee shall be deemed to pertain also to all subgrantees to the extent applicable. A default by any subgrantee shall be deemed to be an Event of Default hereunder. Nothing contained in this Agreement shall create any contractual relationship between any subgrantee and City.

(b) **Terms of Subcontract.** Each subcontract shall be in form and substance acceptable to City and shall expressly provide that it may be assigned to City without the prior consent of the subgrantee. In addition, each subcontract shall incorporate all of the terms of this Agreement, insofar as they apply to the subcontracted portion of the Grant Plan. Without limiting the scope of the foregoing, each subcontract shall provide City, with respect to the subgrantee, the audit and inspection rights set forth in Section 6.6. Upon the request of City, Grantee shall promptly furnish to City true and correct copies of each subcontract permitted hereunder.

13.4 Grantee Retains Responsibility. Grantee shall remain liable for the performance by any assignee or subgrantee of all of the covenants terms and conditions contained in this Agreement.

ARTICLE 14 INDEPENDENT CONTRACTOR STATUS

14.1 Nature of Agreement. Grantee shall be deemed at all times to be an independent contractor and is solely responsible for the manner in which Grantee implements the Grant Plan and uses the Grant Funds. Grantee shall at all times remain solely liable for the acts and omissions of Grantee, its officers and

directors, employees and agents. Nothing in this Agreement shall be construed as creating a partnership, joint venture, employment or agency relationship between City and Grantee.

14.2 Direction. Any terms in this Agreement referring to direction or instruction from the Department or City shall be construed as providing for direction as to policy and the result of Grantee's work only, and not as to the means by which such a result is obtained.

14.3 Consequences of Recharacterization.

(a) 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 Grantee 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 Grantee which can be applied against this liability). City shall subsequently forward such amounts to the relevant taxing authority.

(b) Should a relevant taxing authority determine a liability for past services performed by Grantee for City, upon notification of such fact by City, Grantee shall promptly remit such amount due or arrange with City to have the amount due withheld from future payments to Grantee under this Agreement (again, offsetting any amounts already paid by Grantee which can be applied as a credit against such liability).

(c) A determination of employment status pursuant to either subsection (a) or (b) of this Section 14.3 shall be solely for the purposes of the particular tax in question, and for all other purposes of this Agreement, Grantee shall not be considered an employee of City. Notwithstanding the foregoing, if any court, arbitrator, or administrative authority determine that Grantee is an employee for any other purpose, Grantee agrees to a reduction in City's financial liability hereunder such that the aggregate amount of Grant Funds under this Agreement does not exceed what would have been the amount of such Grant Funds had the court, arbitrator, or administrative authority had not determined that Grantee was an employee.

ARTICLE 15 NOTICES AND OTHER COMMUNICATIONS

15.1 Requirements. Unless otherwise specifically provided herein, all notices, consents, directions, approvals, instructions, requests and other communications hereunder shall be in writing, shall be addressed to the person and address set forth below and may be sent by U.S. mail or e-mail, and shall be addressed as follows:):

If to the Department or City:

DEPARTMENT OF PUBLIC HEALTH
OFFICE OF CONTRACT MANAGEMENT AND
COMPLIANCE
101 GROVE ST. RM. 402

San Francisco, CA 94102
Attn: Kristine Ly
Email: kristine.ly@sfdph.org

And

HIV HEALTH SERVICES
25 VAN NESS AVENUE, 8TH FLOOR
San Francisco, CA 94102
Attn: BILL BLUM
Email: bill.blum@sfdph.org

If to Grantee:

CATHOLIC CHARITIES
1555 39TH AVENUE
San Francisco, CA 94122
Attn: JILMA L. MENESES
Email: JMenesesCEO@CatholicCharitiesSF.org

Any notice of default must be sent by registered mail.

15.2 Effective Date. All communications sent in accordance with Section 15.1 shall become effective on the date of receipt

15.3 Change of Address. Any party hereto may designate a new address for purposes of this Article 15 by notice to the other party.

ARTICLE 16 COMPLIANCE

16.1 Reserved.

16.2 Nondiscrimination; Penalties.

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

(b) **Subcontracts.** Grantee 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 subgrantees to comply with such provisions. Grantee's failure to comply with the obligations in this subsection shall constitute a material breach of this Agreement.

(c) **Non-Discrimination in Benefits.** Grantee 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 or where the work is being performed for the City or elsewhere within the United States, discriminate in the provision of bereavement leave, family medical leave, health benefits, membership or membership discounts, moving expenses, pension and retirement benefits or travel benefits, as well as any benefits other than the benefits specified above, between employees with domestic partners and employees with spouses, and/or between

the domestic partners and spouses of such employees, where the domestic partnership has been registered with a governmental entity pursuant to state or local law authorizing such registration, subject to the conditions set forth in Section 12B.2(b) of the San Francisco Administrative Code.

(d) **Condition to Contract.** As a condition to this Agreement, Grantee shall execute the “Chapter 12B Declaration: Nondiscrimination in Contracts and Benefits” form (Form CMD-12B-101) with supporting documentation and secure the approval of the form by the San Francisco Contract Monitoring Division.

(e) **Incorporation of Administrative Code Provisions by Reference.** The provisions of Chapters 12B and 12C of the San Francisco Administrative Code are incorporated in this Section by reference and made a part of this Agreement as though fully set forth herein. Grantee shall comply fully with and be bound by all of the provisions that apply to this Agreement under such Chapters of the Administrative Code, including the remedies provided in such Chapters. Without limiting the foregoing, Grantee understands that pursuant to Sections 12B.2(h) and 12C.3(g) of the San Francisco Administrative Code, a penalty of fifty dollars (\$50) for each person for each calendar day during which such person was discriminated against in violation of the provisions of this Agreement may be assessed against Grantee and/or deducted from any payments due Grantee.

16.3 Reserved.

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

16.5 Drug-Free Workplace Policy. Grantee acknowledges that pursuant to the Federal Drug-Free Workplace Act of 1989, the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited on City premises. Grantee and its employees, agents or assigns shall comply with all terms and provisions of such Act and the rules and regulations promulgated thereunder.

16.6 Resource Conservation; Liquidated Damages. Chapter 5 of the San Francisco Environment Code (Resource Conservation) is incorporated herein by reference. Failure by Grantee to comply with any of the applicable requirements of Chapter 5 will be deemed a material breach of contract. If Grantee fails to comply in good faith with any of the provisions of Chapter 5, Grantee shall be liable for liquidated damages in an amount equal to Grantee's net profit under this Agreement, or five percent (5%) of the total contract amount, whichever is greater. Grantee acknowledges and agrees that the liquidated damages assessed shall be payable to City upon demand and may be offset against any monies due to Grantee from any contract with City.

16.7 Compliance with ADA. Grantee acknowledges that, pursuant to the ADA, programs, services and other activities provided by a public entity to the public, whether directly or through a grantee or contractor, must be accessible to the disabled public. Grantee shall not discriminate against any person protected under the ADA in connection with all or any portion of the Grant Plan and shall comply at all times with the provisions of the ADA.

16.8. Requiring Minimum Compensation for Employees. Grantee shall pay covered employees no less than the minimum compensation required by San Francisco Administrative Code Chapter 12P, including a minimum hourly gross compensation, compensated time off, and uncompensated time off. Grantee is subject to the enforcement and penalty provisions in Chapter 12P. Information about and the text of the Chapter 12P is available on the web at <http://sfgov.org/olse/mco>. Grantee is required to comply

with all of the applicable provisions of 12P, irrespective of the listing of obligations in this Section. By signing and executing this Agreement, Grantee certifies that it complies with Chapter 12P.

16.9 Limitations on Contributions. By executing this Agreement, Grantee acknowledges its obligations under section 1.126 of the City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with, or is seeking a contract with, any department of the City for the rendition of personal services, for the furnishing of any material, supplies or equipment, for the sale or lease of any land or building, for a grant, loan or loan guarantee, or for a development agreement, from making any campaign contribution to (i) a City elected official if the contract must be approved by that official, a board on which that official serves, or the board of a state agency on which an appointee of that official serves, (ii) a candidate for that City elective office, or (iii) a committee controlled by such elected official or a candidate for that office, at any time from the submission of a proposal for the contract until the later of either the termination of negotiations for such contract or twelve months after the date the City approves the contract. The prohibition on contributions applies to each prospective party to the contract; each member of Grantee's board of directors; Grantee's chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 10 % in Grantee; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Grantee. Grantee certifies that it has informed each such person of the limitation on contributions imposed by Section 1.126 by the time it submitted a proposal for the grant, and has provided the names of the persons required to be informed to the City department with whom it is contracting.

16.10 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.

16.11 Prohibition on Political Activity with City Funds. In accordance with San Francisco Administrative Code Chapter 12.G, no funds appropriated by the City and County of San Francisco for this Agreement may be expended for organizing, creating, funding, participating in, supporting, or attempting to influence any political campaign for a candidate or for a ballot measure (collectively, "Political Activity"). The terms of San Francisco Administrative Code Chapter 12.G are incorporated herein by this reference. Accordingly, an employee working in any position funded under this Agreement shall not engage in any Political Activity during the work hours funded hereunder, nor shall any equipment or resource funded by this Agreement be used for any Political Activity. In the event Grantee, or any staff member in association with Grantee, engages in any Political Activity, then (i) Grantee shall keep and maintain appropriate records to evidence compliance with this section, and (ii) Grantee shall have the burden to prove that no funding from this Agreement has been used for such Political Activity. Grantee agrees to cooperate with any audit by the City or its designee in order to ensure compliance with this section. In the event Grantee violates the provisions of this section, the City may, in addition to any other rights or remedies available hereunder, (i) terminate this Agreement and any other agreements between Grantee and City, (ii) prohibit Grantee from bidding on or receiving any new City contract for a period of two (2) years, and (iii) obtain reimbursement of all funds previously disbursed to Grantee under this Agreement.

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

prepared and adopted by the Department of the Environment. This provision does not preclude Grantee from purchasing preservative-treated wood containing arsenic for saltwater immersion. The term “saltwater immersion” shall mean a pressure-treated wood that is used for construction purposes or facilities that are partially or totally immersed in saltwater.

16.13 Reserved. (Working with Minors)

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

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

16.16 Consideration of Criminal History in Hiring and Employment Decisions.

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

(b) The requirements of Chapter 12T shall only apply to a Contractor’s or Subcontractor’s operations to the extent those operations are in furtherance of the performance of this Agreement, shall apply only to applicants and employees who would be or are performing work in furtherance of this Agreement, 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.

16.17 Food Service Waste Reduction Requirements. Grantee agrees to comply fully with and be bound by all of the provisions of the Food Service Waste Reduction Ordinance, as set forth in San Francisco Environment Code Chapter 16, including the remedies provided, and implementing guidelines

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

16.18 Reserved. Slavery Era Disclosure.

16.19 Distribution of Beverages and Water.

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

(b) Packaged Water Prohibition. Grantee agrees that it shall not sell, provide, or otherwise distribute Packaged Water, as defined by San Francisco Environment Code Chapter 24, as part of its performance of this Agreement. .

16.20 Reserved.

16.21 Compliance with Other Laws. Without limiting the scope of any of the preceding sections of this Article 16, Grantee shall keep itself fully informed of City's Charter, codes, ordinances and regulations and all state, and federal laws, rules and regulations affecting the performance of this Agreement and shall at all times comply with such Charter codes, ordinances, and regulations rules and laws.

ARTICLE 17 MISCELLANEOUS

17.1 No Waiver. No waiver by the Department or City of any default or breach of this Agreement shall be implied from any failure by the Department or City to take action on account of such default if such default persists or is repeated. No express waiver by the Department or City shall affect any default other than the default specified in the waiver and shall be operative only for the time and to the extent therein stated. Waivers by City or the Department of any covenant, term or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition. The consent or approval by the Department or City of any action requiring further consent or approval shall not be deemed to waive or render unnecessary the consent or approval to or of any subsequent similar act.

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

17.3 Administrative Remedy for Agreement Interpretation. Should any question arise as to the meaning or intent of this Agreement, the question shall, prior to any other action or resort to any other legal remedy, be referred to Department Head, as the case may be, of the Department who shall decide the true meaning and intent of the Agreement. Such decision shall be final and conclusive.

17.4 Governing Law; Venue. The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California, without regard to its conflict of laws principles. Venue

for all litigation relative to the formation, interpretation and performance of this Agreement shall be in San Francisco.

17.5 Headings. All article and section headings and captions contained in this Agreement are for reference only and shall not be considered in construing this Agreement.

17.6 Entire Agreement. This Agreement and the Application Documents set forth the entire Agreement between the parties, and supersede all other oral or written provisions. If there is any conflict between the terms of this Agreement and the Application Documents, the terms of this Agreement shall govern. The following appendices are attached to and a part of this Agreement:

- Appendix A, Eligible Expenses - Scope of Services
- Appendix B, Grant Plan – Calculation of Charges
- Appendix C, Form of Funding Request
- Appendix D, Interests in Other City Contracts
- Appendix E, Business Associate Agreement
- Appendix F, Invoice Template
- Appendix G, State/Federal Funding Terms
- Appendix H, Permitted Subgrantees
- Appendix I, Reserved. (Insurance Waiver)
- Appendix J, Dispute Resolution Procedure
- Appendix K, FEMA Contract Requirements

17.7 Certified Resolution of Signatory Authority. Upon request of City, Grantee shall deliver to City a copy of the corporate resolution(s) authorizing the execution, delivery and performance of this Agreement, certified as true, accurate and complete by the secretary or assistant secretary of Grantee.

17.8 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.

17.9 Successors; No Third-Party Beneficiaries. Subject to the terms of Article 13, the terms of this Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their successors and assigns. Nothing in this Agreement, whether express or implied, shall be construed to give any person or entity (other than the parties hereto and their respective successors and assigns and, in the case of Article 9, the Indemnified Parties) any legal or equitable right, remedy or claim under or in respect of this Agreement or any covenants, conditions or provisions contained herein.

17.10 Survival of Terms. The obligations of Grantee and the terms of the following provisions of this Agreement shall survive and continue following expiration or termination of this Agreement:

Section 4.3	Ownership of Results.	Article 7	Taxes
Section 6.4	Financial Statements.	Article 8	Representations and Warranties
Section 6.5	Books and Records.	Article 9	Indemnification and General Liability
Section 6.6	Audit and Inspection of Records		
Section 6.7	Submitting False Claims; Monetary Penalties	Section 10.4	Required Post-Expiration Coverage.

Article 12	Disclosure of Information and Documents	Section 14.3	Consequences of Recharacterization.
Section 13.4	Grantee Retains Responsibility.	Article 17	Miscellaneous
		Article 18	Data and Security

17.11 Further Assurances. From and after the date of this Agreement, Grantee agrees to do such things, perform such acts, and make, execute, acknowledge and deliver such documents as may be reasonably necessary or proper and usual to complete the transactions contemplated by this Agreement and to carry out the purpose of this Agreement in accordance with this Agreement.

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

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

17.14 MacBride Principles--Northern Ireland. Pursuant to San Francisco Administrative Code Section 12F.5, City urges companies doing business in Northern Ireland to move towards resolving employment inequities, and encourages such companies to abide by the MacBride Principles. City urges San Francisco companies to do business with corporations that abide by the MacBride Principles. By signing below, the person executing this agreement on behalf of Grantee acknowledges and agrees that he or she has read and understood this section.

ARTICLE 18 DATA AND SECURITY

18 Business Associate Agreement.

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

The parties acknowledge that Grantee will:

1. ☒ Do **at least one** or more of the following:
 - A. Create, receive, maintain, or transmit PHI for or on behalf of City/SFDPH (including storage of PHI, digital or hard copy, even if Grantee does not view the PHI or only does so on a random or infrequent basis); or
 - B. Receive PHI, or access to PHI, from City/SFDPH or another Business Associate of City, as part of providing a service to or for City/SFDPH, including legal, actuarial, accounting, consulting, data aggregation, management, administrative, accreditation, or financial; or
 - C. Transmit PHI data for City/SFDPH and require access on a regular basis to such PHI. (Such as health information exchanges (HIEs), e-prescribing gateways, or electronic health record vendors)

FOR PURPOSES OF THIS AGREEMENT, GRANTEE IS A BUSINESS ASSOCIATE OF CITY/SFDPH, AS DEFINED UNDER HIPAA. GRANTEE MUST COMPLY WITH AND COMPLETE THE FOLLOWING ATTACHED DOCUMENTS, INCORPORATED TO THIS AGREEMENT AS THOUGH FULLY SET FORTH HEREIN:

- a. **Appendix E** SFDPH Business Associate Agreement (BAA) (04-12-2018)
 - 1. SFDPH Attestation 1 PRIVACY (06-07-2017)
 - 2. SFDPH Attestation 2 DATA SECURITY (06-07-2017)

2. ☐ **NOT do any of the activities listed above in subsection 1;**

Grantee is not a Business Associate of City/SFDPH. Appendix E and attestations are not required for the purposes of this Agreement.

18.1 Protected Health Information. Grantee, all subgrantees, all agents and employees of Grantee and any subgrantee shall comply with all federal and state laws regarding the transmission, storage and protection of all private health information disclosed to Grantee by City in the performance of this Grant. Grantee agrees that any failure of Grantee to comply with the requirements of federal and/or state and/or local privacy laws shall be a material breach of the Grant. 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 Grantee or its subgrantees or agents by City, Grantee 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 Grant.

18.2 Management of City Data and Confidential Information

18.2.1 Access to City Data. City shall at all times have access to and control of all data given to Grantee by City in the performance of this Agreement (“City Data” or “Data”), and shall be able to retrieve it in a readable format, in electronic form and/or print, at any time, at no additional cost.

18.2.2 Use of City Data and Confidential Information. Grantee agrees to hold City's Confidential Information received from or created on behalf of the City in strictest confidence. Grantee shall not use or disclose City's Data or Confidential Information except as permitted or required by the Grant or as otherwise authorized in writing by the City. Any work using, or sharing or storage of, City's Confidential Information outside the United States is subject to prior written authorization by the City. Access to City's Confidential Information must be strictly controlled and limited to Grantee's staff assigned to this project on a need-to-know basis only. Grantee is provided a limited non-exclusive license to use the City Data or Confidential Information solely for performing its obligations under the Agreement and not for Grantee's own purposes or later use. Nothing herein shall be construed to confer any license or right to the City Data or Confidential Information, by implication, estoppel or otherwise, under copyright or other intellectual property rights, to any third-party. Unauthorized use of City Data or Confidential Information by Grantee, subgrantees or other third-parties is prohibited. For purpose of this requirement, the phrase “unauthorized use” means the data mining or processing of data, stored or transmitted by the service, for commercial purposes, advertising or advertising-related purposes, or for any purpose other than security or service delivery analysis that is not explicitly authorized.

18.2.3 Disposition of Confidential Information. Upon termination of Grant or request of City, Grantee shall within forty-eight (48) hours return all Confidential Information which includes all original media. Once Grantee has received written confirmation from City that Confidential Information has been successfully transferred to City, Grantee shall within ten (10) business days purge all

Confidential Information from its servers, any hosted environment Grantee has used in performance of this Agreement, work stations that were used to process the data or for production of the data, and any other work files stored by Grantee in whatever medium. Grantee shall provide City with written certification that such purge occurred within five (5) business days of the purge.

ARTICLE 19

DEPARTMENT SPECIFIC TERMS

19.1 Third Party Beneficiaries.

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

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

19.3 Certification Regarding Lobbying.

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

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

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

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

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

19.4 Materials Review.

Grantee agrees that all materials, including without limitation print, audio, video, and electronic materials, developed, produced, or distributed by personnel or with funding under this Agreement shall be

subject to review and approval by the Contract Administrator prior to such production, development or distribution. Grantee agrees to provide such materials sufficiently in advance of any deadlines to allow for adequate review. City agrees to conduct the review in a manner which does not impose unreasonable delays on Grantee's work, which may include review by members of target communities.

19.5 Emergency Response.

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

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

19.6 Contract Amendments; Budgeting Revisions.

19.6.1 Formal Contract Amendment. Grantee shall not be entitled to an increase in the Grant Funds or an extension of the Term unless the Parties agree to a Formal Amendment in accordance with the San Francisco Administrative Code.

19.6.2 City Revisions to Program Budgets. The City shall have authority, without the execution of a Formal Amendment, to purchase additional services, materials, equipment, or supplies provided by Grantee in accordance with the terms of this Agreement (including such terms that require Grantee's agreement), not involving an increase in the Grant Funds or the Term by use of a written City Program Budget Revision.

19.6.3 City Program Scope Reduction. In order to preserve the Agreement and enable Grantee to continue to perform work albeit potentially on a reduced basis, the City shall have authority during the Term of the Agreement, without the execution of a Formal Amendment, to reduce scope, temporarily suspend the Agreement work, and/or convert the Term to month-to-month (Program Scope Reduction), by use of a written Revision to Program Budgets, executed by the Director of Health, or his or her designee, and Grantee. Grantee understands and agrees that the City's right to effect a Program Scope Reduction is intended to serve a public purpose and to protect the public fisc and is not intended to cause harm to or penalize Grantee. Grantee provides City with a full and final release of all claims arising from a Program Scope Reduction. Grantee further agrees that it will not sue the City for damages arising directly or indirectly from a City Program Scope Reduction.

ARTICLE 20

OFFICIAL ACTIONS RELATING TO THE EMERGENCY; FEMA ASSISTANCE.

20.1 Orders of Local, State or Federal Officials.

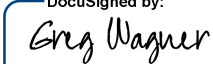
City and Grantee mutually acknowledge that local, state, or federal authorities may issue official orders related to the COVID-19 epidemic, or take other official actions, subsequent to the execution of this Agreement that parties to this Agreement cannot presently predict. City and Grantee mutually acknowledge and agree that this Agreement shall be subject to the provisions of any such official action or order ("Official Actions"), as they may be revised and updated. If the provisions of any such Official Actions materially impact the terms of this Agreement, the provisions of those Official Actions shall govern. Grantee shall stay updated on the status of the City Health Officer orders by checking the Department of Public Health website (sfdph.org) regularly

20.2 FEMA Assistance.

This is an acknowledgement that FEMA financial assistance will be requested by City and if provided will be used to fund all or a portion of this Agreement. Grantee shall comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives, including the FEMA Contract Requirements attached hereto as Appendix K and incorporated herein by reference.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first specified herein. The signatories to this Agreement warrant and represent that they have the authority to enter into this agreement on behalf of the respective parties and to bind them to the terms of this Agreement

CITY**GRANTEE:****CITY AND COUNTY OF SAN FRANCISCO
DEPARTMENT OF PUBLIC HEALTH****CATHOLIC CHARITIES**

By:  DocuSigned by: 7/22/2021 | 4:12:14 PDT 28527524752949F...
Grant Colfax, MD
Director of Health

By:  DocuSigned by: 7/15/2021 | 3:20:24 PDT 68BAF983123E412...
Print Name: Jilma L. Meneses

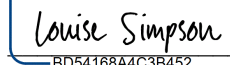
Approved as to Form:

Title: Chief Executive Officer

Dennis J. Herrera
City Attorney

Federal Tax ID #: 94-1498472

City Supplier Number: 0000023239

By:  DocuSigned by: 7/19/2021 | 10:56:19 PDT BD54168A4C3B452...
Deputy City Attorney

Appendix A

Eligible Expenses - Scope of Services

1. Terms

A. Contract Administrator:

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

B. Reports:

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

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

C. Evaluation:

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

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

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

D. Possession of Licenses/Permits:

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

E. Adequate Resources:

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

F. 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.

G. Infection Control, Health and Safety:

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

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

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

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

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

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

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

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

H. 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.

I. 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."

J. 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.

K. Compliance With Grant Award Notices:

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

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

2. Description of Services

Contractor agrees to perform the following Services:

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

Detailed description of services are listed below and are attached hereto

Appendix A-1 Assisted Housing Program

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

Catholic Charities CYO
Assisted Housing Program

Appendix A
07/01/21 - 06/30/26
General Fund

CONTRACT SUMMARY

Contractor/Vendor	Catholic Charities CYO									
Program Name	Assisted Housing Program									
Total Contract:	\$5,454,650									
Funding Source:	General Fund									
System of Care / RFP #:	HIV Health Services / 36-2020									
Address / Phone	1555 39th Ave, San Francisco, CA 94122 415-972-1200 Fax: 415-972-1201									
Contacts:	Jilma Meneses, CEO, jmenesesCEO@catholiccharitiessf.org; Ellen Hammerle, VP, ehammerle@catholiccharitiessf.org; Erick Brown, Program Director, ebrown@catholiccharitiessf.org, 415-743-0019 Colleen McCarthy, Director of Contracts & Grants, cmccarthy@catholiccharitiessf.org Mandy Ly, Contract Officer, mly@catholiccharitiessf.org, 415-972-1260									
Term:	07/01/21 - 06/30/26									
Fund Source	General Fund									
Appendices	A-1 / B-1		A-1 / B-1a		A-1 / B-1b		A-1 / B-1c		A-1 / B-1d	
Funding Amount	\$1,090,930		\$1,090,930		\$1,090,930		\$1,090,930		\$1,090,930	
Funding Term	7/1/21-6/30/22		7/1/22-6/30/23		7/1/23-6/30/24		7/1/24-6/30/25		7/1/25-6/30/26	
Number UOS / UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC
Rental Subsidy Days	83,220	240	83,220	240	83,220	240	83,220	240	83,220	240
Definition of UOS	1 UOS = 1 Rental Subsidy Day									
Target Population	low-income HIV+ clients living in San Francisco including those who are multiply diagnosed with co-occurring Hep C, mental health, and/or substance use issues									
Description of Service	long-term, partial rent monthly subsidies based on verified monthly income of \$0 to 30% of HUD median income. Clients with dependant children may receive a higher subsidy amount than single/couple client households.									

Catholic Charities CYO
Assisted Housing and Health Program (AHHP)

Appendix A- 1
07/01/21 - 06/30/26
General Fund

1. IDENTIFIERS

Program Name Catholic Charities CYO (CCCYO) / Assisted Housing Program

Program Address/Phone 810 Avenue D, Bldg. 2, SF CA 94130, www.catholiccharitiessf.org

Contractor Address/Phone 1555 39th Avenue San Francisco, CA 94122, 415-972-1200, Fax: 415-972-1202

Program Contacts Lucia Lopez, Program Director, 415-972-1235, llopez@catholiccharitiessf.org
 Erick Brown, Director Client Services, 415-743-0019, ebrown@catholiccharitiessf.org
 Ellen Hammerle, VP Client Services, 415-972-1344, ehammerle@catholiccharitiessf.org
 Jilma Meneses, CEO, 415-972-1200, jmenesesceo@catholiccharitiessf.org

2. NATURE OF DOCUMENT



Original

☐ Revision to Program Budgets (RPB)

☐ Contract Amendment

3. GOAL STATEMENT

The goal of Assisted Housing and Health Program [AHHP] partial rent subsidy is to stabilize the precarious housing situations of severe need individuals living with HIV/AIDS through the provision of partial rent subsidies, and short-term housing advocacy that supports clients to access and remain in care.

4. TARGET POPULATION

The program serves low-income HIV+ clients living in San Francisco, many who are seniors, and includes those who are multiply diagnosed with co-occurring Hep C, mental health, and/or substance use issues.

Catholic Charities (CC) assures that all HIV Health Services (HHS) funds are only used to pay for services that are not reimbursed by any other funding source. Client enrollment priority is reserved for San Francisco residents who have low incomes and are uninsured. Secondary enrollment is reserved for SF residents who have low incomes and are underinsured. Low Income status is equal to 500% of the Federal Poverty Level (FPL) as defined by the US Department of Health and Human Services.

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

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

Period / Appendix	Unit of Service Description	UOS	UDC
07/01/21 - 6/30/22 A-1 / B-1	Rental Subsidy Days 240 clients x 365 days x 95% Occupancy	83,220	240
Period / Appendix	Unit of Service Description	UOS	UDC
07/01/22 - 6/30/23 A-1 / B-1a	Rental Subsidy Days 240 clients x 365 days x 95% Occupancy	83,220	240
Period / Appendix	Unit of Service Description	UOS	UDC
07/01/23 - 6/30/24 A-1 / B-1b	Rental Subsidy Days 240 clients x 365 days x 95% Occupancy	83,220	240

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Period / Appendix	Unit of Service Description	UOS	UDC
07/01/24 - 6/30/25 A-1 / B-1c	Rental Subsidy Days 240 clients x 365 days x 95% Occupancy	83,220	240
Period / Appendix	Unit of Service Description	UOS	UDC
07/01/25 - 6/30/26 A-1 / B-1d	Rental Subsidy Days 240 clients x 365 days x 95% Occupancy	83,220	240

Unit of Service (UOS) Description

Partial Rent Subsidies: one day of a partial rent subsidy paid to the landlord including housing advocacy. Housing Advocacy services include the coordination and identification of a housing stability plan.

6. METHODOLOGY

Outreach, Recruitment, and Program Promotion

The AHHP Program Director will work with SFDPH HIV Health Services to implement an ongoing plan for outreach to HIV service providers/programs to obtain program clients from the target population. HIV Health Services and the AHHP Program Director will make use of a document listing the agreed upon HIV service providers and other human service agencies that should receive outreach to introduce or reintroduce the AHHP and provide information about eligibility and access to its services. The AHHP Program Director will make assignments to all AHHP staff to conduct coordinated outreach each month to programs on this list so that each program is reached at least once per quarter. Additions and deletions to this list of programs will be made only with the approval of HIV Health Services.

In addition, a rotating member of the AHHP management or staff attends the monthly Frontline Organizing Group (FOG) meetings to stay in touch with other HIV health and social services agencies. AHHP informs FOG whenever rental subsidy slots are available to share this information through the FOG extensive e-mail distribution list of frontline workers.

Outreach and Social Media

In addition to connecting with local service agencies, Catholic Charities conducts outreach directly to potential clients through social media. Catholic Charities AHHP website includes a direct dial phone number and drop-in times to access services with a Catholic Charities Housing Specialist who is sensitive to the needs of people living with HIV.

In addition, the Catholic Charities Communications Department will support outreach through quarterly postings about AHHP. Postings will list the eligibility requirements along with the AHHP and Housing Specialist contact information. Catholic Charities social media outlets and tools include the following:

- CatholicCharitiesSF.org
- youtube.com/channel/UC-XxNvBWc1B0AZ6tAuvntuA?sub_confirmation=1
- facebook.com/catholiccharitiessf
- instagram.com/catholiccharities
- linkedin.com/company/catholiccharitiessf
- twitter.com/catholiccharities

Locations

The Assisted Housing office is located at 810 Avenue D, Bldg. 2, SF on Treasure Island. There are also seven conveniently located Catholic Charities satellite offices throughout San Francisco in proximity to clients served. Intakes may be conducted at any one of these Catholic Charities sites that is agreed upon by clients and program staff. Catholic Charities San Francisco has "site control" over real property used to deliver and administer AHHP services.

The program is designed to meet clients where they are located; and accommodate challenges in mobility. The program provides staff to assist with transportation including to and from the Assisted Housing program office. Program staff is available for initial interviews to walk-in clients as necessary. When in-person meetings are unavailable, virtual meetings will be conducted if possible, but hard copies of signed documents are required. Submission of documents by USPS or electronically by email or fax is allowed.

Hours of Operation

The Program operates Monday through Friday, five (5) days per week from 8:30 am to 5:00 pm and by appointment after regular business hours. Clients are encouraged to schedule interviews in advance by telephone, however drop-in services are available from 2 - 4 p.m. daily. As needed, the program will provide flexible hours and appointments.

Service Delivery Model

Intake, Assessment, Admission, Eligibility and Enrollment

Initial eligibility screening may take place over the telephone, in person or virtually. A clients' subsidy options are determined by their expressed needs, goals or other determining factors collected during Intake. The eligibility criteria are described verbally and in writing carefully and thoroughly. If eligibility is met, a comprehensive intake appointment is scheduled within five [5] business days.

At the start of the intake, the Housing Specialist gives the client an overview of the AHHP subsidies. The Housing Specialist and the client identify resources the client will need and use to maintain housing. The AHHP subsidy clients must be currently housed to be eligible for program services. Many eligible clients are in imminent danger of losing secure housing because of income and/or presenting issues.

Proof of HIV Diagnosis

Documentation of Diagnosis (DOD) may be obtained in one of two ways:

1. The Housing Specialist begins by searching for all potential new client names in the HIV Health Services ARIES database. If the client is found in the ARIES database this serves as documentation of HIV Diagnosis because ARIES contains only HIV positive individuals.
2. If the potential new client is not named in ARIES, the Housing Specialist obtains a signed client consent form to release/receive the client's HIV status. The Housing Specialist sends the client authorization to release form to the primary care provider/clinic via fax or e-mail and keeps a copy on file with the AHHP. If the return information is not received from the provider within 5 working days, the Housing Specialist follows up with member of the provider's staff.

Income Eligibility and Verification

Partial rent or shallow subsidies are based on verified monthly income. Clients must have income of $\leq 30\%$ of HUD median income which is \$28,000 per year or \$2,333 per month for 2021. The AHHP Program Director assures that the Housing Specialists know the updated amount at the beginning of each year. Income is verified and documented through one or more of the following

- pay-check stubs
- bank statements
- benefits statements
- social security documents
- personal tax returns

The client's income and number of dependent children in the household determine the subsidy amount paid to Assisted Housing clients.

- Income $\leq 30\%$ of HUD median income for heads of household without dependent children are eligible for a subsidy of \$250 per month per lease holder
- Income $\leq 30\%$ of HUD median income for heads of household with dependent children are eligible for a subsidy of \$325 per month

Proof of Residency

All clients provide an executed lease / rental agreement / rental contract listing the client's name and address in San Francisco as proof of residency. New clients are given an IRS W-9 form to have their landlord complete. This form contains the landlord's name, address, and tax ID number which is required by the IRS from contractors, freelancers or consultants paid more than \$600 by one particular entity such as Catholic Charities. It denotes the receipt of taxable dollars by the owner or operator

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Once the landlord completes the W-9 form and the client returns it, the Housing Specialist asks the Program Manager or Director to review the case file for accuracy, agency requirements, and services planning, and approve the client for a subsidy. The approval is to validate an applicant, to eliminate the possibility of malfeasance and falsification of documents. Each quarter the program sends a request to the landlord or property manager to confirm in writing that the client is still a tenant at the property.

Partial Rent Subsidy Agreement

Participants that receive a partial rent subsidy in the AHHP are required to accept other long-term affordable housing opportunities when they become available. The purpose of the AHHP subsidy is to assist clients in securing and maintaining housing, as well as to provide information and referrals to assist in accessing medical care. All clients must sign the following agreement:

I, (name of client), voluntarily agree that Catholic Charities will pay a monthly subsidy of (amount) every month I participate in the Assisted Housing and Health Program. As a client receiving a partial rent subsidy, I will pay the remaining unpaid rent balance personally each month in compliance with the rental agreement between the landlord and myself. Catholic Charities will not be liable for disputes between the landlord and myself.

The Housing Specialist obtains the client's signature on the above agreement during the intake process which is an acknowledgment of all terms specified in the agreement.

Client Consent to Release Specific Information

A release of information is signed by the client to allow Catholic Charities to receive specific information to assist in the provision of services. This is essential for the verification of information; sometimes with a family member in case of emergency, third party [landlord], providers of other services, including but not limited to medical services, or other social service providers. To be compliant with HIPAA regulations these authorizations are only requested as needed for specific detailed information and are not designed to collect any, and all, information about a client.

Other Intake Information and Documentation

As part of the intake process the Housing Specialist presents information and/or obtains authorizations from the client on:

- HIPAA Notice
- Client Grievance Procedure
- Authorization for Release of Information (as needed)
- SFDPH ARIES Client Consent Form
- Clients' Rights and Responsibilities

Intake Determination and Approval

Once all eligibility documentation is collected the subsidy is approved. The Housing Specialist informs the client that s/he is eligible for the subsidy and when it will begin. If the subsidy is approved from the 1st through the 14th day of the month, the subsidy begins retroactively to the first day of the month it is approved and is disbursed on the Catholic Charities Accounts Payable Unit's payment cycle. If the subsidy is approved from the 15th through the last day of the month it begins on the first day of the subsequent month and is disbursed during the last week of the current month coinciding with rent being due the first day of the month. If a client is deemed eligible but there is no available subsidy slot, the client is placed on a waiting list not to exceed 20 clients at any point.

Housing Specialists provide pre and post-placement housing support services. Potential participants in pre-entry eligibility screening/assessment are provided with Problem Solving assistance. This is a best practice to ensure wraparound services are provided to client, which improves efficacy and/or outcomes and greater health protections and housing stabilization. These housing support services may be provided at any point during the client's enrollment in the program, and may consist of a review of income, benefits and entitlements, physical health, psychosocial needs, and may include any necessary referrals to assist in maintaining the client's housing stability.

Program Guidelines Issued to New Clients for Signature

The below bulleted language is in program paperwork issued to clients:

- All rent checks will be issued directly to the Landlord or residential hotel without exception.
- Lost, stolen, and destroyed checks will be replaced if they have not already been cashed. This policy also applies to checks issued with incorrect information provided to the program by client or landlord.

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- Checks will be replaced no sooner than 48 hours after being reported lost or stolen.
- This subsidy is portable within the City of San Francisco
- Address change proof (Lease or Letter on letterhead from hotel) and new Landlord information (completed "Request for Taxpayer Identifications Number and Certification" / W-9) must be provided to our program by no later than the 25th day after the subsidized month.
- The program goal is to help clients establish and maintain housing when possible, and the intention is to use the subsidy, in combination with the client's income, to pay rent in full each month.
- We ask that you call or drop-in to speak with your housing specialist once a month.

Termination of Services

- Fail to report to the Catholic Charities Assisted Housing program a change of address and new landlord information.
- Financial fraud or misrepresentation of eligibility criteria.
- Live or move into subsidized housing while receiving subsidy.
- By signing below, I recognize that failure to comply with this agreement will result in immediate termination from the Assisted Housing Partial Rent Subsidy Program.

Housing Specialist Services

Housing Specialists conduct, outreach, process intakes, make assessments and linkages, provide property management assistance and wellness checks. The Housing Specialist will revisit issues and needs to ensure client remains on target and housing compliant and to capture emerging needs. Some clients de-stabilize after securing housing for a myriad of reasons. If not connected and engaged with services, they may jeopardize their health and housing subsidy.

Clients are also urged to participate in PLUS Housing or the SF Department of Homelessness and Supportive Housing (DHS) DAHLIA portal for deeper subsidies and/or other permanent housing. If the client is eligible for the program but not currently housed, the Housing Specialist will assist clients with applications for Shelter plus Care, the DAHLIA portal, a HUD Section 8 voucher and/or any other transitional or permanent housing opportunities. Those unhoused or in imminent danger of losing housing will receive referrals to DHS Access Points for assistance. This assistance includes One System enrollment, shelter referrals, and diversion assistance as applicable.

Development of Individual Housing Stability Plan

The Housing Specialist and the client develop a Client Services Plan for all clients within 30 days of program enrollment and annually thereafter. The Housing Specialist assists clients with the development of a self-assessment tool for individuals who wish to determine their own strengths and areas for improvement as they work towards self-sufficiency. Assessments are completed quarterly by the Housing Specialist and client to determine paths of empowerment and short-term goal setting. All available subsidy slots are filled within 90 days of becoming available.

Client Eligibility Reassessments

The Housing Specialist uses all tools and resources available during the intake and recertification process to validate all information collected during the program application. These resources include but are not limited to information in the ARIES database, internal program data collection, rental leases, conferences with property managers to resolve issues, or to determine if the client is receiving any other housing subsidy.

Progressive Engagement

Progressive Engagement (PE) is an approach to support clients to self-resolve issues in their lives and tailor support and services to match client needs and requests. This approach also maintains a focus on clients' health and housing with goals to quickly resolve any immediate housing crisis issues.

The Housing Specialist works with clients to build their own "toolbox" for self-sufficiency and resilience through the progressive engagement approach. The Housing Specialist engages clients through progressive engagement such as providing outreach, referrals, advocacy, property management mediation/conflict resolution, eviction prevention, wellness checks and surveys, food security needs, motivational interviewing, trauma-informed care, and focused goal setting. Through progressive engagement the Housing Specialist begins to connect clients to community services for physical, mental and/or psychosocial issues.

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Longer term subsidy clients require greater assistance to resolve issues related to aging, health, and isolation. Using the progressive engagement approach, the program provides greater support as needed or requested by the client. Working with clients to develop resources and wraparound services to address any needs (physical, mental, substance use disorders, or socioeconomic issues), or comorbidities is of critical importance. The Housing Specialist makes every reasonable effort to keep clients connected to services. Based on voluntary and flexible client participation, understanding identified needs using critical thinking and problem solving and working on a one to one basis, the Housing Specialist provides services as needed or requested.

Other Services

The Housing Specialist reviews the client's existing benefits and entitlements and advises the client about other potential financial resources that may be available. If a more thorough benefits counseling assessment is necessary clients are linked to PRC. If the client is eligible for Emergency Financial Assistance s/he is linked to PRC/AIDS Emergency Fund (AEF). Assistance with move in costs may be available through PRC/AEF.

If food insecurity is an issue the client is linked to Project Open Hand or another food assistance program. If the client is not already enrolled in the AIDS Drug Assistance Program (ADAP) the Housing Specialist will refer the client to the appropriate agency or HIV clinic to determine ADAP eligibility and enrollment to assist with the cost of HIV medications.

Those clients unhoused or in imminent danger of losing housing will receive referrals to the DPH DSH Access Points for assistance. The assistance will be in the form of problem solving including ONE System enrollment, shelter referrals and diversion assistance as applicable.

Exits/Referrals to Other Housing Resources

All clients are urged to participate in PLUS Housing or the DAHLIA Portal for deeper subsidies and improved housing situations. If an eligible client is not currently housed, the Housing Specialist assists clients with applications for Shelter plus Care, the DAHLIA website, a section 8 voucher and/or any other transitional or permanent housing opportunities.

Harm Reduction Strategies

The AHHP adheres to the SFDPH philosophy of promoting methods of reducing the physical, social, emotional, and economic harms associated with drug and alcohol use and other harmful behaviors by individuals. The program is committed to reducing the personal and societal harm created by substance use. Services are based on harm reduction techniques and follow the client from point of entry throughout the continuum of housing and HIV services.

The AHHP harm reduction methods and treatment goals are free of judgment or blame and directly involve the client in a partnership when setting client-oriented goals. Client goals are usually set during intake and are built into the individual service plan. The program ensures that clients are supported in the achievement of goals in the service plan through linkages to behavioral health services and resources as needed to support health and independent living. A harm reduction approach to substance use recognizes that reducing self-harm supports clients' well-being, health, and housing stabilization.

COVID Adjustments to Service

All case management meetings with clients have been modified to meet the public health safety requirements necessitated by the COVID-19 pandemic. Case Managers do not meet with clients in person. Most staff work with clients is done via telephone calls. When a client service encounter is unavoidably face-to-face, such as a medical, mental health, or behavioral health crisis, all staff are fully prepared with personal protective equipment such as face coverings and maintain a safe social distance. Support Group activities and community gatherings are provided through virtual video interactions.

Linguistic Competency

Initial screenings and client Intakes may be conducted in Spanish by an AHHP staff member as necessary. Arrangements are made for those clients who are monolingual in a language other than English or Spanish. The Housing Specialist will conduct the intake interview with the assistance of a translator obtained through contract with the Translation and Interpretation Network (TIN).

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ARIES Database

Catholic Charities AHHP collects and submits all required data through the AIDS Regional Information and Evaluation System (ARIES). ARIES is a client management system designed for Ryan White CARE Act providers. ARIES enhances care provided to clients with HIV by helping agencies automate, plan, manage, and report on client data and services. ARIES is applicable for all Ryan White-eligible clients receiving services paid with any HHS source of funding. ARIES protects client records by ensuring only authorized agencies have access. ARIES data are safely encrypted and are kept confidential.

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

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

Clients are required to enroll in ARIES to access the HIV Health Services funded subsidies. The Program Director reviews the ARIES Reports of UOS and UDC to ensure the proposed contract targets are achieved.

Program Staffing

Program Director: Develops and directs the implementation of goals, objectives, policies, procedures, and work standards. Monitors and directs or performs day-to-day operations to ensure that policies and procedures are being followed, develops, and monitors the program's budget; plans, organizes, administers, reviews, and evaluates the work of staff and ensures that program goals are accomplished. Supervises program staff.

Case Manager (Housing Specialists): These positions are partially funded through this contract's General Fund with the balance through other funding sources. The CM Housing Specialists conduct client intakes; help clients find solutions to housing problems through financial assistance, housing advocacy, information referral services.

Program Coordinator: This position is partially funded through this contract's General Fund with the balance through other funding sources. The Program Coordinator assist all staff with client-related services and maintains records for accounting and reporting purposes. The Position is responsible for data entry and computer file management. Conducts client intakes; helps clients find solutions to housing problems through financial assistance, housing advocacy, information referral services.

Director of Client Services: This position is partially funded through the contract's General Fund with the balance through other funding sources. The Director of Client Services provides general organization and management of all assisted housing services for people with HIV.

Contingency Plan for Immediate Staff Replacement

The Program Director will make all efforts to maintain a full complement of staff, with each position filled throughout the term of the contract. In the event of staff illness/vacation, client coverage is maintained through the re-allocation of existing staff. Replacement staff are sought immediately if vacancies occur. The Program Director, in coordination with Catholic Charities People and Culture Department (Human Resources) actively recruits qualified applicants via internet, healthcare agencies, local colleges/schools, Employment Development Department and available relevant registries. First consideration is given to existing part-time/on-call staff. The immediate supervisor of other vacated positions and HR will address any other vacancies. The timeframe for hiring staff varies; the complete hiring cycle ranges from two weeks to one month to complete. This process consists of advertising, screening qualifications, interviewing and reference checking.

7. OBJECTIVES AND MEASUREMENTS

All objectives and descriptions of how objectives will be measured are contained in the SFDPH document entitled HIV Health Services Performance Objectives for each applicable Fiscal Year and is posted on the CDTA website. The Assisted Housing Program will make its best effort to achieve all objectives.

8. CONTINUOUS QUALITY IMPROVEMENT

Catholic Charities is committed to providing the best services in accordance with the Standards of Care required by the Council on Accreditation. Catholic Charities agrees to abide by the standards of care for the services specified in this appendix as described in *Making the Connection: Standards of Care for Client-Centered Services*.

The Assisted Housing and Health Program's Continuous Quality Improvement is an on-going process. The Policy and Procedures Manual is updated annually to ensure the highest standards of service delivery. This occurs in the following various ways:

- Program Director reviews each Housing Specialist's caseload and reviews client files quarterly
- Clinical Consultant available to review client cases on an as-needed basis
- Program Director works with all staff to ensure program policies and protocols are followed; Management arbitrates client complaints, advocates for clients with landlords and other agencies, and implements recommendations
- AHP staff participates in staff meetings, bi-weekly Case Conferences
- AHP staff attend various trainings within Catholic Charities and/or with outside entities
- Program Director, in coordination with the Clinical Consultant and the Director, Client Services provides cultural competency and sensitivity training to Housing Specialists and other appropriate staff
- Program Director prepares and conducts satisfaction survey during third quarter of contract period to track client satisfaction with housing and solicit feedback regarding program services
- AHP confidential annual Client Satisfaction Surveys are conducted through "wellness checks"; suggestions evaluated, reported, and implemented as appropriate.
- Housing Specialists conduct telephone verbal satisfaction surveys in English or Spanish to every participant
- survey instrument contains "Yes/No" questions, a 5-point rating scale from "Unsure" to "Excellent" or "Unsure" to "Very Satisfied" and a comment section\
- Client Advisory meetings held quarterly to assure opportunities for clients to expression satisfaction or dissatisfaction with services (suspended during COVID)
- data collected and analyzed with summary reports sent to the Director of Client Services
- information gained from client feedback used to validate or modify program operations
- results kept in the Administrative Binder for review by SFDPH contract compliance staff at monitoring visits
- Housing Specialists maintain log of all clients receiving financial assistance, indicating period of rental assistance and UOS provided, Program Director monitors log for program compliance weekly
- Program Director convenes two Client Advisory meetings of clients and volunteers to discuss program development and any difficulties that may occur (suspended during COVID)
- program provides one staff training each quarter for staff development and continuing education
- DPH monthly Statement of Deliverables and invoices, Narrative Reports, Protocols and any other reports or forms required are submitted timely as requested
- all non-medical direct services staff successfully complete, or are enrolled in an HIV Treatment, Education, and Certification Program

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Other Program Evaluation Items

- The Program Director is responsible for evaluating staff performance. Staff is evaluated annually on the anniversary date of the staff position's employment.
- Data Collection Tools
 The program uses several data collection tools: The SFDPH ARIES database and the Catholic Charities –CARES System, a web-based Data Inventory and Case Management system.
- Data Collected

ARIES Client (yes/no) HIV Status & Source Veteran Ethnicity Sexual Orientation Homeless (yes/no) Special Populations - Substance Use – Mental Illness, etc.	Living Arrangement Monthly Rent Payment Income to Rent Ratio Other Service Providers Gross Monthly Income & Source Section 8 Wait List Information	Health Status –Last 6 mos. Medical Insurance Status Primary Health Provider Living Situation last 12 mos. Current Living Situation
---	---	--
- Frequency
 Data is collected at Intake and updated on the anniversary date of the client's enrollment. Data is reviewed quarterly and sent to funder as requested.
- Data Reporting
 CCCYO program management and program funders receive this data. CCCYO uses the data to evaluate ongoing programmatic issues/trends and cost of services.

HIPAA Compliance

Catholic Charities AHHP complies with the DPH Privacy Policy and understand that DPH audits all contractors to that effect, as evidenced by the following:

- a) All staff who handle patient health information are trained (including new hires) and annually updated in the program's privacy/confidentiality policies and procedures.
- b) A Privacy Notice that meets the requirements of the Federal Privacy Rule (HIPAA) is provided in writing to all patients/clients served in their threshold and other languages. If document is not available in a patient's/client's relevant language, verbal translation is provided.
- c) A copy of the HIPAA requirements is in each client's chart or electronic file that patient was "noticed". (*Examples in English, Cantonese, Vietnamese, Tagalog, Spanish and Russian will be provided as needed*).
- d) A Summary of the above Privacy Notice is posted and visible in registration and common areas of facility
- e) The HIPAA Privacy Notice is posted in the client waiting room. (*Examples in English, Cantonese, Vietnamese, Tagalog, Spanish and Russian will be provided as needed*).
- f) Each disclosure of a client's health information for purposes other than treatment, payment or operations is documented and documentation of such exists in client files.
- g) Authorization for disclosure of a patient/client's health information is obtained prior to release (1) to providers outside the DPH Safety Net or (2) from a substance abuse program.

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9. REQUIRED LANGUAGE

- a) Third Party Reimbursement: See Target Population, Page 1
- b) Low Income: See Target Population, Page 1
- c) Client Eligibility: See Target Population, Page 1
- d) Client Retention: N/A
- e) Vouchers N/A
- f) ARIES Database: See Methodology, Page 7
- g) Objectives: See Objectives, Page 8
- h) Standards of Care: See CQI, Page 8
- i) Termination of Services: See below

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

Appendix B
Grant Plan
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 Assisted Housing Program

B. Contractor understands that, of the maximum dollar obligation listed in section 3.3.1 of this Agreement, **\$654,558** is included as a contingency amount and is neither to be used in Program Budgets attached to this Appendix, or available to Contractor without a modification to this Agreement executed in the same manner as this Agreement or a revision to the Program Budgets of Appendix B, which has been approved by Contract Administrator. Contractor further understands that no payment of any portion of this contingency amount will be made unless and until such modification or budget revision has been fully approved and executed in accordance with applicable City and Department of Public Health laws, regulations and policies/procedures and certification as to the availability of funds by Controller. Contractor agrees to fully comply with these laws, regulations, and policies/procedures.

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

	<u>Term</u>	<u>Funding Source</u>	<u>Amount</u>	
Original Agreement	07/01/21-06/30/22	General Fund	\$1,090,930	Appx B-1
Original Agreement	07/01/22-06/30/23	General Fund	\$1,090,930	Appx B-1a
Original Agreement	07/01/23-06/30/24	General Fund	\$1,090,930	Appx B-1b
Original Agreement	07/01/24-06/30/25	General Fund	\$1,090,930	Appx B-1c
Original Agreement	07/01/25-06/30/26	General Fund	<u>\$1,090,930</u>	Appx B-1d
Total:			\$5,454,650	
Contingency:			<u>\$654,558</u>	
(This equals the total NTE)Total:			\$6,109,208	

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

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

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

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

CID #:	1000020913					Appendix B 07/01/21 - 06/30/26
DPH Section:	HIV Health Services					
Check one: ☒ Original Agreement ☐ Amendment ☐ Revision to Program Budgets						Current Fund Notice: 2/26/21
Agency/Contractor Name:	Catholic Charities					
Program Name:	HIV Assisted Housing Subsidies					TOTALS
Appendix Number:	A-1/B-1	A-1/B-1a	A-1/B-1b	A-1/B-1c	A-1/B-1d	
Appendix Term:	7/01/21-6/30/22	7/01/22-6/30/23	7/01/23-6/30/24	7/01/24-6/30/25	7/01/25-6/30/26	
EXPENSES						
Salaries	\$ 160,815	\$ 160,815	\$ 160,815	\$ 160,815	\$ 160,815	\$ 804,075
Employee Benefits	\$ 50,980	\$ 50,980	\$ 50,980	\$ 50,980	\$ 50,980	\$ 254,900
Total Personnel Expenses	\$ 211,795	\$ 211,795	\$ 211,795	\$ 211,795	\$ 211,795	\$ 1,058,975
Employee Fringe Benefit Rate	31.7%	31.7%	31.7%	31.7%	31.7%	31.7%
Operating Expense	\$ 736,840	\$ 736,840	\$ 736,840	\$ 736,840	\$ 736,840	\$ 3,684,200
Subtotal Direct Costs	\$ 948,635	\$ 948,635	\$ 948,635	\$ 948,635	\$ 948,635	\$ 4,743,175
Indirect Cost Amount	\$ 142,295	\$ 142,295	\$ 142,295	\$ 142,295	\$ 142,295	\$ 711,475
Indirect Cost Rate (%)	15.0%	15.0%	15.0%	15.0%	15.0%	15.0%
Total Expenses	\$ 1,090,930	\$ 1,090,930	\$ 1,090,930	\$ 1,090,930	\$ 1,090,930	\$ 5,454,650
REVENUES & FUNDING SOURCES						
DPH Funding Sources (select from drop-down list)						
HHS COUNTY GF	1,090,930	1,090,930	1,090,930	1,090,930	1,090,930	5,454,650
Total DPH Revenues	\$ 1,090,930	\$ 1,090,930	\$ 1,090,930	\$ 1,090,930	\$ 1,090,930	5,454,650
Total Non-DPH Revenues	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Revenues (DPH/Non-DPH)	\$ 1,090,930	\$ 1,090,930	\$ 1,090,930	\$ 1,090,930	\$ 1,090,930	\$ 5,454,650
Cost Reimbursement (CR)	***** COST REIMBURSEMENT *****					
Prepared By	Mandy Ly, Contracts Administrator, 415-972-1260					

**Catholic Charities
Assisted Housing Program**

**Appendix B-1
07/01/21 - 06/30/22
General Fund**

UOS COST ALLOCATION BY SERVICE MODE

Service Modes:		Rental Subsidies					
Position Titles	Annualized FTE	Salaries	% FTE				Totals
Case Manager (Housing Specialist)	2.15	104,600	100%				104,600
Program Coordinator	0.20	10,714	100%				10,714
Program Director	0.40	30,545	100%				30,545
Clinical Director of Training	0.03	2,776	100%				2,776
Director of Client Services	0.12	12,180	100%				12,180
Total FTE & Salaries	2.90	160,815	100%				160,815
Fringe Benefits	31.7%	50,980	100%				50,980
Total Personnel Expenses		211,795	100%				211,795
Operating Expenses		Expense	%				Totals
Total Occupancy		8,000	100%				8,000
Total Materials and Supplies		3,553	100%				3,553
Total General Operating		11,300	100%				11,300
Total Staff Travel		1,000	100%				1,000
Consultants/Subcontractor:							
Treasure Island Family Service Space, LLC		600	100%				600
Other (specify):							
Direct Rental Subsidies		700,387	100%				700,387
Client Incentives		12,000	100%				12,000
Total Operating Expenses		736,840	100%				736,840
Total Direct Expenses		948,635	100%				948,635
Indirect Expenses	15%	142,295	100%				142,295
TOTAL EXPENSES		1,090,930	100%				1,090,930
Unit of Service Type	Days						
Number of UOS per Service Mode	83,220						83,220
Cost Per UOS by Service Mode	\$13.11						\$13.11
Number of UDC per Service Mode	240						240

**Catholic Charities
Assisted Housing Program**

**Appendix B-1
07/01/21 - 06/30/22
General Fund**

1a) SALARIES					
Staff Position 1	Case Manager (Housing Specialist)				
duties re; prog & UDC	intakes, help w solutions to housing problems through finan. assist., housing advcy, info referral svcs				
Degree, license, experience	BA and 1 yr of related experience in the human services industry				
	<i>Annual Salary</i>	<i>x Base FTE</i>	<i>x Mos per Yr</i>	<i>Annualized FTE if < 12 mo</i>	Total
	48,651	2.15	12	N/A	\$ 104,600

Staff Position 2:	Program Coordinator				
duties re; prog & UDC	assists staff with client-related svcs, maintains records for acctng & reporting; data entry, computer file mgmt, intakes, help w solutions to housing problems through finan assist, housing advcy, info referral svcs				
Degree, license, experience	Bachelor's in social svcs or related field, 4 yrs exp, or Master's w 2 yrs providing direct svcs & case mgmt				
	53,571	0.20	12	N/A	\$ 10,714

Staff Position 3:	Program Director				
duties re; prog & UDC	prog oversight and day-to-day operations include but not limited to: initial risk assess, staff spvsn, client care and workflow; requires working with a multidisciplinary team to assess client ongoing needs				
Degree, license, experience	HIV-related exp, and direct care consistent with the needs of clients/participants who are underhoused and experiencing concurrent associate disabilities relate to HIV/AIDS. 5+ yrs. experience.				
	76,362	0.40	12	N/A	\$ 30,545

Staff Position 4:	Clinical Director of Training				
duties re; prog & UDC	leads / manages training svcs w Directors of Trng & Profess Develop pertaining to COA & licensing, HR goals, outcomes; work w other Directors in filling vision of CC re: training & clinical spvsn of Case Mngrs				
Degree, license, experience	PhD, PsyD, or masters w clinical license in related field; exp in assess, strong intervention skills, specifically w homeless & HIV+ pop; 5 yrs providing and/or spvsng case mgmt staff wrkng w pop served				
	84,109	0.03	12	N/A	\$ 2,776

Staff Position 5:	Director of Client Services				
duties re; prog & UDC	general organization and mgmt of all assisted housing services for people with HIV, Supervises program staff				
Degree, license, exp	BA or MA in social work or related field, 3-5 yrs spvsng staff, working in human svcs & direct client svcs				
	101,496	0.12	12	N/A	\$ 12,180
	Total FTE, Base:	2.90			
				Total Salaries:	\$ 160,815

1b) EMPLOYEE FRINGE BENEFITS:	Component	Cost			
	FICA	\$			12,302
	SUTA/FUTA	\$			1,399
	Worker's Comp.	\$			1,351
	Retirement	\$			2,267
	Flex (Hlth, Vision, etc) \$11,262.48 per FTE	\$			32,695
	AD&D Life Insurance	\$			965
	Fringe Benefit %:	31.7%		Total Fringe Benefit:	\$ 50,980
				TOTAL SALARIES & BENEFITS:	\$ 211,795

2) OPERATING EXPENSES:

Occupancy:	Concise/ Specific Description	Rate/Formula	Cost
Rent	office space, (utilities, phone, janitor, etc.) charged at ~15.33% of total FTE	~\$229.64 per FTE x 2.9 x12 mos	\$ 8,000
Total Occupancy:			\$ 8,000

Materials & Supplies:	Concise/ Specific Description	Rate/Formula	Cost
Office Supplies/Postage	office supplies, computer costs, paper, postage etc.	~\$689 per FTE/yr x 2.9 FTE	\$ 2,000
Printing/Reproduction	Printing supplies, toner, stationary for client surveys, correspondence, etc.	~\$535 per FTE/yr x 2.9 FTE	\$ 1,553
Total Materials & Supplies:			\$ 3,553

General Operating:	Brief Description	Rate/Formula	Cost
Insurance	Property & General Liability	~\$1,722.5 per FTE/yr x 2.9 FTE	\$ 5,000
Staff Training	Conferences, Mtgs, profess develop w outside vendor to meet challenges of subsidy admin	~\$689 per FTE/yr x 2.9 FTE	\$ 2,000
Rental Equipment	IKON copier lease/maintenance	~\$344.5 per FTE/yr x 2.9 FTE	\$ 1,000
Facility Maint/Supplies	upkeep and sanitation of bldg , PPE, cleaning supplies, lavatory supplies, janitorial svcs, minor	~\$689 per FTE/yr x 2.9 FTE	\$ 2,000
Recruitment Costs	Job ads, fingerprinting costs for new employees.	1 Job Ad @ \$75 / mo x 3 mos=\$225; 1 Fingerprint x 75 per person = \$75.	\$ 300
Vehicle Expenses	Fuel, Maint. Licensing & Insurance to serve clients	\$4.167 per UDC x 240 UDC	\$ 1,000
Total General Operating:			\$ 11,300

Staff Travel:

Purpose of Travel	Location	Expense Item	Rate/Formula	Cost
case mngt home visits, ann. recerts; mtgs, traing	Local and Out of Town	Mileage, Parking & Tolls	~\$344.50 per FTE x 2.9 FTE	\$ 1,000
Total Staff Travel:				\$ 1,000

Subcontractor Name	Service Description	Rate/Formula	Cost
Treasure Island Family Service Space, LLC	percentage of shared cost for prop mngt/site control	~15.33% of \$3,911	\$ 600
Total Subcontractors:			\$ 600

Other:	Brief Description	Rate/Formula	Cost
Direct Rental Subsidies	partial rent subsidy pymts to landlords for clients less voided subsidies and vacancies	240 UDC x \$250/mo x 12 = 720,000 - \$19,613 (2.724%)	\$ 700,387
Direct Assistance Basic Needs Client Incentives	assistance with food and personal care	240 clients x \$50/yr = \$12,000	\$ 12,000
Total Other:			\$ 712,387

TOTAL OPERATING EXPENSES:	\$ 736,840
TOTAL DIRECT COSTS:	\$ 948,635

4) INDIRECT COSTS

Shared cost of Acctg, Payroll, Contracts, HR, Facilities, IT, Exec Salaries, Benefits & Operating Exp @ 15% of Direct Costs	\$ 142,295
Indirect Rate:	15%
TOTAL INDIRECT COSTS:	\$ 142,295
TOTAL EXPENSES:	\$ 1,090,930

**Catholic Charities
Assisted Housing Program**

**Appendix B-1a
07/01/22 - 06/30/23
General Fund**

UOS COST ALLOCATION BY SERVICE MODE

Service Modes:		Rental Subsidies					
Position Titles	Annualized FTE	Salaries	% FTE				Totals
Case Manager (Housing Specialist)	2.15	104,600	100%				104,600
Program Coordinator	0.20	10,714	100%				10,714
Program Director	0.40	30,545	100%				30,545
Clinical Director of Training	0.03	2,776	100%				2,776
Director of Client Services	0.12	12,180	100%				12,180
Total FTE & Salaries	2.90	160,815	100%				160,815
Fringe Benefits	31.7%	50,980	100%				50,980
Total Personnel Expenses		211,795	100%				211,795
Operating Expenses		Expense	%				Totals
Total Occupancy		8,000	100%				8,000
Total Materials and Supplies		3,553	100%				3,553
Total General Operating		11,300	100%				11,300
Total Staff Travel		1,000	100%				1,000
Consultants/Subcontractor:							
Treasure Island Family Service Space, LLC		600	100%				600
Other (specify):							
Direct Rental Subsidies		700,387	100%				700,387
Client Incentives		12,000	100%				12,000
Total Operating Expenses		736,840	100%				736,840
Total Direct Expenses		948,635	100%				948,635
Indirect Expenses	15%	142,295	100%				142,295
TOTAL EXPENSES		1,090,930	100%				1,090,930
Unit of Service Type	Days						
Number of UOS per Service Mode	83,220						83,220
Cost Per UOS by Service Mode	\$13.11						\$13.11
Number of UDC per Service Mode	240						240

Catholic Charities
Assisted Housing Program

Appendix B-1a
07/01/22 - 06/30/23
General Fund

1a) SALARIES					
Staff Position 1	Case Manager (Housing Specialist)				
duties re; prog & UDC	intakes, help w solutions to housing problems through finan. assist., housing advcy, info referral svcs				
Degree, license, experience	BA and 1 yr of related experience in the human services industry				
	<i>Annual Salary</i>	<i>x Base FTE</i>	<i>x Mos per Yr</i>	<i>Annualized FTE if < 12 mo</i>	Total
	48,651	2.15	12	N/A	\$ 104,600

Staff Position 2:	Program Coordinator				
duties re; prog & UDC	assists staff with client-related svcs, maintains records for acctng & reporting; data entry, computer file mngt, intakes, help w solutions to housing problems through finan assist, housing advcy, info referral svcs				
Degree, license, experience	Bachelor's in social svcs or related field, 4 yrs exp, or Master's w 2 yrs providing direct svcs & case mngt				
	53,571	0.20	12	N/A	\$ 10,714

Staff Position 3:	Program Director				
duties re; prog & UDC	prog oversight and day-to-day operations include but not limited to: initial risk assess, staff spvsn, client care and workflow; requires working with a multidisciplinary team to assess client ongoing needs				
Degree, license, experience	HIV-related exp, and direct care consistent with the needs of clients/participants who are underhoused and experiencing concurrent associate disabilities relate to HIV/AIDS. 5+ yrs. experience.				
	76,362	0.40	12	N/A	\$ 30,545

Staff Position 4:	Clinical Director of Training				
duties re; prog & UDC	leads / manages training svcs w Directors of Trng & Profess Develop pertaining to COA & licensing, HR goals, outcomes; work w other Directors in filling vision of CC re: training & clinical spvsn of Case Mngrs				
Degree, license, experience	PhD, PsyD, or masters w clinical license in related field; exp in assess, strong intervention skills, specifically w homeless & HIV+ pop; 5 yrs providing and/or spvsng case mngt staff wrkng w pop served				
	84,109	0.03	12	N/A	\$ 2,776

Staff Position 5:	Director of Client Services				
duties re; prog & UDC	general organization and mngt of all assisted housing services for people with HIV, Supervises program staff				
Degree, license, exp	BA or MA in social work or related field, 3-5 yrs spvsng staff, working in human svcs & direct client svcs				
	101,496	0.12	12	N/A	\$ 12,180

Total FTE, Base:	2.90			Total Salaries:	\$ 160,815
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1b) EMPLOYEE FRINGE BENEFITS:	Component	Cost			
	FICA	\$			12,302
	SUTA/FUTA	\$			1,399
	Worker's Comp.	\$			1,351
	Retirement	\$			2,267
	Flex (Hlth, Vision, etc) \$11,262.48 per FTE	\$			32,695
	AD&D Life Insurance	\$			965
	Fringe Benefit %:	31.7%		Total Fringe Benefit:	\$ 50,980
				TOTAL SALARIES & BENEFITS:	\$ 211,795

2) OPERATING EXPENSES:

Occupancy:	Concise/ Specific Description	Rate/Formula	Cost
Rent	office space, (utilities, phone, janitor, etc.) charged at ~15.33% of total FTE	~\$229.64 per FTE x 2.9 x12 mos	\$ 8,000
Total Occupancy:			\$ 8,000

Materials & Supplies:	Concise/ Specific Description	Rate/Formula	Cost
Office Supplies/Postage	office supplies, computer costs, paper, postage etc.	~\$689 per FTE/yr x 2.9 FTE	\$ 2,000
Printing/Reproduction	Printing supplies, toner, stationary for client surveys, correspondence, etc.	~\$535 per FTE/yr x 2.9 FTE	\$ 1,553
Total Materials & Supplies:			\$ 3,553

General Operating:	Brief Description	Rate/Formula	Cost
Insurance	Property & General Liability	~\$1,722.5 per FTE/yr x 2.9 FTE	\$ 5,000
Staff Training	Conferences, Mtgs, profess develop w outside vendor to meet challenges of subsidy admin	~\$689 per FTE/yr x 2.9 FTE	\$ 2,000
Rental Equipment	IKON copier lease/maintenance	~\$344.5 per FTE/yr x 2.9 FTE	\$ 1,000
Facility Maint/Supplies	upkeep and sanitation of bldg , PPE, cleaning supplies, lavatory supplies, janitorial svcs, minor	~\$689 per FTE/yr x 2.9 FTE	\$ 2,000
Recruitment Costs	Job ads, fingerprinting costs for new employees.	1 Job Ad @ \$75 / mo x 3 mos=\$225; 1 Fingerprint x 75 per person = \$75.	\$ 300
Vehicle Expenses	Fuel, Maint. Licensing & Insurance to serve clients	\$4.167 per UDC x 240 UDC	\$ 1,000
Total General Operating:			\$ 11,300

Staff Travel:				
Purpose of Travel	Location	Expense Item	Rate/Formula	Cost
case mngt home visits, ann. recerts; mtgs, traing	Local and Out of Town	Mileage, Parking & Tolls	~\$344.50 per FTE x 2.9 FTE	\$ 1,000
Total Staff Travel:				\$ 1,000

Subcontractor Name	Service Description	Rate/Formula	Cost
Treasure Island Family Service Space, LLC	percentage of shared cost for prop mngt/site control	~15.33% of \$3,911	\$ 600
Total Subcontractors:			\$ 600

Other:	Brief Description	Rate/Formula	Cost
Direct Rental Subsidies	partial rent subsidy pymts to landlords for clients less voided subsidies and vacancies	240 UDC x \$250/mo x 12 = 720,000 - \$19,613 (2.724%)	\$ 700,387
Direct Assistance Basic Needs Client Incentives	assistance with food and personal care	240 clients x \$50/yr = \$12,000	\$ 12,000
Total Other:			\$ 712,387

TOTAL OPERATING EXPENSES:	\$ 736,840
TOTAL DIRECT COSTS:	\$ 948,635

4) INDIRECT COSTS

Shared cost of Acctg, Payroll, Contracts, HR, Facilities, IT, Exec Salaries, Benefits & Operating Exp @ 15% of Direct Costs	\$ 142,295
Indirect Rate:	15%
TOTAL INDIRECT COSTS:	\$ 142,295
TOTAL EXPENSES:	\$ 1,090,930

**Catholic Charities
Assisted Housing Program**

**Appendix B-1b
07/01/23 - 06/30/24
General Fund**

UOS COST ALLOCATION BY SERVICE MODE

Service Modes:		Rental Subsidies						
Position Titles	Annualized FTE	Salaries	% FTE					Totals
Case Manager (Housing Specialist)	2.15	104,600	100%					104,600
Program Coordinator	0.20	10,714	100%					10,714
Program Director	0.40	30,545	100%					30,545
Clinical Director of Training	0.03	2,776	100%					2,776
Director of Client Services	0.12	12,180	100%					12,180
Total FTE & Salaries	2.90	160,815	100%					160,815
Fringe Benefits	31.7%	50,980	100%					50,980
Total Personnel Expenses		211,795	100%					211,795
Operating Expenses		Expense	%					Totals
Total Occupancy		8,000	100%					8,000
Total Materials and Supplies		3,553	100%					3,553
Total General Operating		11,300	100%					11,300
Total Staff Travel		1,000	100%					1,000
Consultants/Subcontractor:								
Treasure Island Family Service Space, LLC		600	100%					600
Other (specify):								
Direct Rental Subsidies		700,387	100%					700,387
Client Incentives		12,000	100%					12,000
Total Operating Expenses		736,840	100%					736,840
Total Direct Expenses		948,635	100%					948,635
Indirect Expenses	15%	142,295	100%					142,295
TOTAL EXPENSES		1,090,930	100%					1,090,930
Unit of Service Type	Days							
Number of UOS per Service Mode	83,220							83,220
Cost Per UOS by Service Mode	\$13.11							\$13.11
Number of UDC per Service Mode	240							240

Catholic Charities
Assisted Housing Program

Appendix B-1b
07/01/23 - 06/30/24
General Fund

1a) SALARIES					
Staff Position 1	Case Manager (Housing Specialist)				
duties re; prog & UDC	intakes, help w solutions to housing problems through finan. assist., housing advcy, info referral svcs				
Degree, license, experience	BA and 1 yr of related experience in the human services industry				
	<i>Annual Salary</i>	<i>x Base FTE</i>	<i>x Mos per Yr</i>	<i>Annualized FTE if < 12 mo</i>	Total
	48,651	2.15	12	N/A	\$ 104,600

Staff Position 2:	Program Coordinator				
duties re; prog & UDC	assists staff with client-related svcs, maintains records for acctng & reporting; data entry, computer file mngt, intakes, help w solutions to housing problems through finan assist, housing advcy, info referral svcs				
Degree, license, experience	Bachelor's in social svcs or related field, 4 yrs exp, or Master's w 2 yrs providing direct svcs & case mngt				
	53,571	0.20	12	N/A	\$ 10,714

Staff Position 3:	Program Director				
duties re; prog & UDC	prog oversight and day-to-day operations include but not limited to: initial risk assess, staff spvsn, client care and workflow; requires working with a multidisciplinary team to assess client ongoing needs				
Degree, license, experience	HIV-related exp, and direct care consistent with the needs of clients/participants who are underhoused and experiencing concurrent associate disabilities relate to HIV/AIDS. 5+ yrs. experience.				
	76,362	0.40	12	N/A	\$ 30,545

Staff Position 4:	Clinical Director of Training				
duties re; prog & UDC	leads / manages training svcs w Directors of Trng & Profess Develop pertaining to COA & licensing, HR goals, outcomes; work w other Directors in filling vision of CC re: training & clinical spvsn of Case Mngrs				
Degree, license, experience	PhD, PsyD, or masters w clinical license in related field; exp in assess, strong intervention skills, specifically w homeless & HIV+ pop; 5 yrs providing and/or spvsng case mngt staff wrkng w pop served				
	84,109	0.03	12	N/A	\$ 2,776

Staff Position 5:	Director of Client Services				
duties re; prog & UDC	general organization and mngt of all assisted housing services for people with HIV, Supervises program staff				
Degree, license, exp	BA or MA in social work or related field, 3-5 yrs spvsng staff, working in human svcs & direct client svcs				
	101,496	0.12	12	N/A	\$ 12,180

Total FTE, Base:	2.90			Total Salaries:	\$ 160,815
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1b) EMPLOYEE FRINGE BENEFITS:	Component	Cost
	FICA	\$ 12,302
	SUTA/FUTA	\$ 1,399
	Worker's Comp.	\$ 1,351
	Retirement	\$ 2,267
	Flex (Hlth, Vision, etc) \$11,262.48 per FTE	\$ 32,695
	AD&D Life Insurance	\$ 965
	Fringe Benefit %:	31.7%
	Total Fringe Benefit:	\$ 50,980
	TOTAL SALARIES & BENEFITS:	\$ 211,795

2) OPERATING EXPENSES:

Occupancy:	Concise/ Specific Description	Rate/Formula	Cost
Rent	office space, (utilities, phone, janitor, etc.) charged at ~15.33% of total FTE	~\$229.64 per FTE x 2.9 x12 mos	\$ 8,000
Total Occupancy:			\$ 8,000

Materials & Supplies:	Concise/ Specific Description	Rate/Formula	Cost
Office Supplies/Postage	office supplies, computer costs, paper, postage etc.	~\$689 per FTE/yr x 2.9 FTE	\$ 2,000
Printing/Reproduction	Printing supplies, toner, stationary for client surveys, correspondence, etc.	~\$535 per FTE/yr x 2.9 FTE	\$ 1,553
Total Materials & Supplies:			\$ 3,553

General Operating:	Brief Description	Rate/Formula	Cost
Insurance	Property & General Liability	~\$1,722.5 per FTE/yr x 2.9 FTE	\$ 5,000
Staff Training	Conferences, Mtgs, profess develop w outside vendor to meet challenges of subsidy admin	~\$689 per FTE/yr x 2.9 FTE	\$ 2,000
Rental Equipment	IKON copier lease/maintenance	~\$344.5 per FTE/yr x 2.9 FTE	\$ 1,000
Facility Maint/Supplies	upkeep and sanitation of bldg , PPE, cleaning supplies, lavatory supplies, janitorial svcs, minor	~\$689 per FTE/yr x 2.9 FTE	\$ 2,000
Recruitment Costs	Job ads, fingerprinting costs for new employees.	1 Job Ad @ \$75 / mo x 3 mos=\$225; 1 Fingerprint x 75 per person = \$75.	\$ 300
Vehicle Expenses	Fuel, Maint. Licensing & Insurance to serve clients	\$4.167 per UDC x 240 UDC	\$ 1,000
Total General Operating:			\$ 11,300

Staff Travel:				
Purpose of Travel	Location	Expense Item	Rate/Formula	Cost
case mngt home visits, ann. recerts; mtgs, traing	Local and Out of Town	Mileage, Parking & Tolls	~\$344.50 per FTE x 2.9 FTE	\$ 1,000
Total Staff Travel:				\$ 1,000

Subcontractor Name	Service Description	Rate/Formula	Cost
Treasure Island Family Service Space, LLC	percentage of shared cost for prop mngt/site control	~15.33% of \$3,911	\$ 600
Total Subcontractors:			\$ 600

Other:	Brief Description	Rate/Formula	Cost
Direct Rental Subsidies	partial rent subsidy pymts to landlords for clients less voided subsidies and vacancies	240 UDC x \$250/mo x 12 = 720,000 - \$19,613 (2.724%)	\$ 700,387
Direct Assistance Basic Needs Client Incentives	assistance with food and personal care	240 clients x \$50/yr = \$12,000	\$ 12,000
Total Other:			\$ 712,387

TOTAL OPERATING EXPENSES:	\$ 736,840
TOTAL DIRECT COSTS:	\$ 948,635

4) INDIRECT COSTS

Shared cost of Acctg, Payroll, Contracts, HR, Facilities, IT, Exec Salaries, Benefits & Operating Exp @ 15% of Direct Costs	\$ 142,295
Indirect Rate:	15%
TOTAL INDIRECT COSTS:	\$ 142,295
TOTAL EXPENSES:	\$ 1,090,930

**Catholic Charities
Assisted Housing Program**

**Appendix B-1c
07/01/24 - 06/30/25
General Fund**

UOS COST ALLOCATION BY SERVICE MODE

Service Modes:		Rental Subsidies						
Position Titles	Annualized FTE	Salaries	% FTE					Totals
Case Manager (Housing Specialist)	2.15	104,600	100%					104,600
Program Coordinator	0.20	10,714	100%					10,714
Program Director	0.40	30,545	100%					30,545
Clinical Director of Training	0.03	2,776	100%					2,776
Director of Client Services	0.12	12,180	100%					12,180
Total FTE & Salaries	2.90	160,815	100%					160,815
Fringe Benefits	31.7%	50,980	100%					50,980
Total Personnel Expenses		211,795	100%					211,795
Operating Expenses		Expense	%					Totals
Total Occupancy		8,000	100%					8,000
Total Materials and Supplies		3,553	100%					3,553
Total General Operating		11,300	100%					11,300
Total Staff Travel		1,000	100%					1,000
Consultants/Subcontractor:								
Treasure Island Family Service Space, LLC		600	100%					600
Other (specify):								
Direct Rental Subsidies		700,387	100%					700,387
Client Incentives		12,000	100%					12,000
Total Operating Expenses		736,840	100%					736,840
Total Direct Expenses		948,635	100%					948,635
Indirect Expenses	15%	142,295	100%					142,295
TOTAL EXPENSES		1,090,930	100%					1,090,930
Unit of Service Type	Days							
Number of UOS per Service Mode	83,220							83,220
Cost Per UOS by Service Mode	\$13.11							\$13.11
Number of UDC per Service Mode	240							240

Catholic Charities
Assisted Housing Program

Appendix B-1c
07/01/24 - 06/30/25
General Fund

1a) SALARIES					
Staff Position 1	Case Manager (Housing Specialist)				
duties re; prog & UDC	intakes, help w solutions to housing problems through finan. assist., housing advcy, info referral svcs				
Degree, license, experience	BA and 1 yr of related experience in the human services industry				
	<i>Annual Salary</i>	<i>x Base FTE</i>	<i>x Mos per Yr</i>	<i>Annualized FTE if < 12 mo</i>	Total
	48,651	2.15	12	N/A	\$ 104,600

Staff Position 2:	Program Coordinator				
duties re; prog & UDC	assists staff with client-related svcs, maintains records for acctng & reporting; data entry, computer file mgmt, intakes, help w solutions to housing problems through finan assist, housing advcy, info referral svcs				
Degree, license, experience	Bachelor's in social svcs or related field, 4 yrs exp, or Master's w 2 yrs providing direct svcs & case mgmt				
	53,571	0.20	12	N/A	\$ 10,714

Staff Position 3:	Program Director				
duties re; prog & UDC	prog oversight and day-to-day operations include but not limited to: initial risk assess, staff spvsn, client care and workflow; requires working with a multidisciplinary team to assess client ongoing needs				
Degree, license, experience	HIV-related exp, and direct care consistent with the needs of clients/participants who are underhoused and experiencing concurrent associate disabilities relate to HIV/AIDS. 5+ yrs. experience.				
	76,362	0.40	12	N/A	\$ 30,545

Staff Position 4:	Clinical Director of Training				
duties re; prog & UDC	leads / manages training svcs w Directors of Trng & Profess Develop pertaining to COA & licensing, HR goals, outcomes; work w other Directors in filling vision of CC re: training & clinical spvsn of Case Mngrs				
Degree, license, experience	PhD, PsyD, or masters w clinical license in related field; exp in assess, strong intervention skills, specifically w homeless & HIV+ pop; 5 yrs providing and/or spvsng case mgmt staff wrkng w pop served				
	84,109	0.03	12	N/A	\$ 2,776

Staff Position 5:	Director of Client Services				
duties re; prog & UDC	general organization and mgmt of all assisted housing services for people with HIV, Supervises program staff				
Degree, license, exp	BA or MA in social work or related field, 3-5 yrs spvsng staff, working in human svcs & direct client svcs				
	101,496	0.12	12	N/A	\$ 12,180
	Total FTE, Base:	2.90			
				Total Salaries:	\$ 160,815

1b) EMPLOYEE FRINGE BENEFITS:	Component	Cost			
	FICA	\$			12,302
	SUTA/FUTA	\$			1,399
	Worker's Comp.	\$			1,351
	Retirement	\$			2,267
	Flex (Hlth, Vision, etc) \$11,262.48 per FTE	\$			32,695
	AD&D Life Insurance	\$			965
	Fringe Benefit %:	31.7%		Total Fringe Benefit:	\$ 50,980
				TOTAL SALARIES & BENEFITS:	\$ 211,795

2) OPERATING EXPENSES:

Occupancy:	Concise/ Specific Description	Rate/Formula	Cost
Rent	office space, (utilities, phone, janitor, etc.) charged at ~15.33% of total FTE	~\$229.64 per FTE x 2.9 x12 mos	\$ 8,000
Total Occupancy:			\$ 8,000

Materials & Supplies:	Concise/ Specific Description	Rate/Formula	Cost
Office Supplies/Postage	office supplies, computer costs, paper, postage etc.	~\$689 per FTE/yr x 2.9 FTE	\$ 2,000
Printing/Reproduction	Printing supplies, toner, stationary for client surveys, correspondence, etc.	~\$535 per FTE/yr x 2.9 FTE	\$ 1,553
Total Materials & Supplies:			\$ 3,553

General Operating:	Brief Description	Rate/Formula	Cost
Insurance	Property & General Liability	~\$1,722.5 per FTE/yr x 2.9 FTE	\$ 5,000
Staff Training	Conferences, Mtgs, profess develop w outside vendor to meet challenges of subsidy admin	~\$689 per FTE/yr x 2.9 FTE	\$ 2,000
Rental Equipment	IKON copier lease/maintenance	~\$344.5 per FTE/yr x 2.9 FTE	\$ 1,000
Facility Maint/Supplies	upkeep and sanitation of bldg , PPE, cleaning supplies, lavatory supplies, janitorial svcs, minor	~\$689 per FTE/yr x 2.9 FTE	\$ 2,000
Recruitment Costs	Job ads, fingerprinting costs for new employees.	1 Job Ad @ \$75 / mo x 3 mos=\$225; 1 Fingerprint x 75 per person = \$75.	\$ 300
Vehicle Expenses	Fuel, Maint. Licensing & Insurance to serve clients	\$4.167 per UDC x 240 UDC	\$ 1,000
Total General Operating:			\$ 11,300

Staff Travel:

Purpose of Travel	Location	Expense Item	Rate/Formula	Cost
case mngt home visits, ann. recerts; mtgs, traing	Local and Out of Town	Mileage, Parking & Tolls	~\$344.50 per FTE x 2.9 FTE	\$ 1,000
Total Staff Travel:				\$ 1,000

Subcontractor Name	Service Description	Rate/Formula	Cost
Treasure Island Family Service Space, LLC	percentage of shared cost for prop mngt/site control	~15.33% of \$3,911	\$ 600
Total Subcontractors:			\$ 600

Other:	Brief Description	Rate/Formula	Cost
Direct Rental Subsidies	partial rent subsidy pymts to landlords for clients less voided subsidies and vacancies	240 UDC x \$250/mo x 12 = 720,000 - \$19,613 (2.724%)	\$ 700,387
Direct Assistance Basic Needs Client Incentives	assistance with food and personal care	240 clients x \$50/yr = \$12,000	\$ 12,000
Total Other:			\$ 712,387

TOTAL OPERATING EXPENSES:	\$ 736,840
TOTAL DIRECT COSTS:	\$ 948,635

4) INDIRECT COSTS

Shared cost of Acctg, Payroll, Contracts, HR, Facilities, IT, Exec Salaries, Benefits & Operating Exp @ 15% of Direct Costs	\$ 142,295
Indirect Rate:	15%
TOTAL INDIRECT COSTS:	\$ 142,295
TOTAL EXPENSES:	\$ 1,090,930

**Catholic Charities
Assisted Housing Program**

**Appendix B-1d
07/01/25 - 06/30/26
General Fund**

UOS COST ALLOCATION BY SERVICE MODE

Service Modes:		Rental Subsidies						
Position Titles	Annualized FTE	Salaries	% FTE					Totals
Case Manager (Housing Specialist)	2.15	104,600	100%					104,600
Program Coordinator	0.20	10,714	100%					10,714
Program Director	0.40	30,545	100%					30,545
Clinical Director of Training	0.03	2,776	100%					2,776
Director of Client Services	0.12	12,180	100%					12,180
Total FTE & Salaries	2.90	160,815	100%					160,815
Fringe Benefits	31.7%	50,980	100%					50,980
Total Personnel Expenses		211,795	100%					211,795
Operating Expenses		Expense	%					Totals
Total Occupancy		8,000	100%					8,000
Total Materials and Supplies		3,553	100%					3,553
Total General Operating		11,300	100%					11,300
Total Staff Travel		1,000	100%					1,000
Consultants/Subcontractor:								
Treasure Island Family Service Space, LLC		600	100%					600
Other (specify):								
Direct Rental Subsidies		700,387	100%					700,387
Client Incentives		12,000	100%					12,000
Total Operating Expenses		736,840	100%					736,840
Total Direct Expenses		948,635	100%					948,635
Indirect Expenses 15%		142,295	100%					142,295
TOTAL EXPENSES		1,090,930	100%					1,090,930
Unit of Service Type		Days						
Number of UOS per Service Mode		83,220						83,220
Cost Per UOS by Service Mode		\$13.11						\$13.11
Number of UDC per Service Mode		240						240

Catholic Charities
Assisted Housing Program

Appendix B-1d
07/01/25 - 06/30/26
General Fund

1a) SALARIES					
Staff Position 1	Case Manager (Housing Specialist)				
duties re; prog & UDC	intakes, help w solutions to housing problems through finan. assist., housing advcy, info referral svcs				
Degree, license, experience	BA and 1 yr of related experience in the human services industry				
	<i>Annual Salary</i>	<i>x Base FTE</i>	<i>x Mos per Yr</i>	<i>Annualized FTE if < 12 mo</i>	Total
	48,651	2.15	12	N/A	\$ 104,600

Staff Position 2:	Program Coordinator				
duties re; prog & UDC	assists staff with client-related svcs, maintains records for acctng & reporting; data entry, computer file mngt, intakes, help w solutions to housing problems through finan assist, housing advcy, info referral svcs				
Degree, license, experience	Bachelor's in social svcs or related field, 4 yrs exp, or Master's w 2 yrs providing direct svcs & case mngt				
	53,571	0.20	12	N/A	\$ 10,714

Staff Position 3:	Program Director				
duties re; prog & UDC	prog oversight and day-to-day operations include but not limited to: initial risk assess, staff spvsn, client care and workflow; requires working with a multidisciplinary team to assess client ongoing needs				
Degree, license, experience	HIV-related exp, and direct care consistent with the needs of clients/participants who are underhoused and experiencing concurrent associate disabilities relate to HIV/AIDS. 5+ yrs. experience.				
	76,362	0.40	12	N/A	\$ 30,545

Staff Position 4:	Clinical Director of Training				
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Degree, license, experience	PhD, PsyD, or masters w clinical license in related field; exp in assess, strong intervention skills, specifically w homeless & HIV+ pop; 5 yrs providing and/or spvsng case mngt staff wrkng w pop served				
	84,109	0.03	12	N/A	\$ 2,776

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	101,496	0.12	12	N/A	\$ 12,180
	Total FTE, Base:	2.90			

Total Salaries: \$ 160,815

1b) EMPLOYEE FRINGE BENEFITS:	Component	Cost	
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	Flex (Hlth, Vision, etc) \$11,262.48 per FTE	\$	32,695
	AD&D Life Insurance	\$	965
	Fringe Benefit %:	31.7%	
	Total Fringe Benefit:	\$	50,980
	TOTAL SALARIES & BENEFITS:	\$	211,795

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Staff Travel:				
Purpose of Travel	Location	Expense Item	Rate/Formula	Cost
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Total Staff Travel:				\$ 1,000

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Total Subcontractors:			\$ 600

Other:	Brief Description	Rate/Formula	Cost
Direct Rental Subsidies	partial rent subsidy pymts to landlords for clients less voided subsidies and vacancies	240 UDC x \$250/mo x 12 = 720,000 - \$19,613 (2.724%)	\$ 700,387
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Total Other:			\$ 712,387

TOTAL OPERATING EXPENSES:	\$ 736,840
TOTAL DIRECT COSTS:	\$ 948,635

4) INDIRECT COSTS

Shared cost of Acctg, Payroll, Contracts, HR, Facilities, IT, Exec Salaries, Benefits & Operating Exp @ 15% of Direct Costs	\$ 142,295
Indirect Rate:	15%
TOTAL INDIRECT COSTS:	\$ 142,295
TOTAL EXPENSES:	\$ 1,090,930

Appendix C--Form of Funding Request

FUNDING REQUEST

Pursuant to Section 5.3 of the Grant Agreement (the “Grant Agreement”) dated as of **July 1, 2021** between the undersigned (“Grantee”) and the City and County of San Francisco (all capitalized terms defined in the Grant Agreement shall have the same meaning when used herein), Grantee hereby requests a disbursement of Grant Funds as follows:

Total Amount Requested
in this Request: \$6,109,208

Maximum Amount of
Grant Funds Specified in
Section 5.1 of the Grant
Agreement: \$6,109,208

Grantee certifies that:

(a) The total amount of Grant Funds requested pursuant to this Funding Request will be used to pay Eligible Expenses, which Eligible Expenses are set forth on the attached Schedule 1, to which is attached true and correct copies of all required documentation of such Eligible Expenses.

(b) After giving effect to the disbursement requested pursuant to this Funding Request, the Grant Funds disbursed as of the date of this disbursement will not exceed the maximum amount set forth in Section 5.1.

(c) The representations and warranties made in the Agreement are true and correct in all material respects as if made on the date hereof;

(d) No Event of Default has occurred and is continuing; and

(e) The undersigned is an officer of Grantee authorized to execute this Funding Request on behalf of Grantee.

SCHEDULE 1 TO REQUEST FOR FUNDING

The following is an itemized list of Eligible Expenses for which Grant Funds are requested:

<u>Services Category</u>	<u>Amount</u>	<u>Term</u>
HIV Health Services Rental Subsidies Services	\$ 1,090,930	07/01/2021-6/30/2022
HIV Health Services Rental Subsidies Services	\$ 1,090,930	07/01/2022-6/30/2023
HIV Health Services Rental Subsidies Services	\$ 1,090,930	07/01/2023-6/30/2024
HIV Health Services Rental Subsidies Services	\$ 1,090,930	07/01/2024-6/30/2025
HIV Health Services Rental Subsidies Services	\$ 1,090,930	07/01/2025-6/30/2026
	<u>\$5,454,650</u>	
12% Contingency:	<u>\$ 654,558</u>	
Maximum Amount of Grant Funds:	<u>\$6,109,208</u>	

The following are attached as part of this Schedule 1:

- (1) an invoice for each item of Eligible Expense for which Grant Funds are requested;
- (2) the front and the back of canceled checks or other written evidence documenting the payment of each invoice;
- (3) for Eligible Expenses which are wages or salaries, payroll registers containing a detailed breakdown of earnings and withholdings, together with both sides of canceled payroll checks evidencing payment thereof (unless payment has been made electronically).

Appendix D--Interests In Other City Contracts

City Department or Commission	Date of Contract	Amount of Contract
San Francisco Department of Public Health	Variable	\$3,304,739.00
San Francisco Department of Homelessness & Supportive Housing	07/01/2019 – 06/30/2020	\$10,494,794.00
San Francisco Human Services Agency	07/01/2019 – 06/30/2020	\$1,331,881.00
San Francisco Department of Children, Youth & Families	07/01/2019 – 06/30/2020	\$250,000.00
Mayor's Office of Housing	Variable	\$3,272,425.00
Office of Civic Engagement & Immigrant Affairs	07/01/2019 – 06/30/2020	\$60,000.00

APPENDIX E



San Francisco Department of Public Health

Business Associate Agreement

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

RECITALS

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

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

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

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

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

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

1. Definitions.

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

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San Francisco Department of Public Health

Business Associate Agreement

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

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

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

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

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

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

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

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

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

k. Protected Health Information or PHI means any information, including electronic PHI, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect

APPENDIX E



San Francisco Department of Public Health

Business Associate Agreement

to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Sections 160.103 and 164.501. For the purposes of this BAA, PHI includes all medical information and health insurance information as defined in California Civil Code Sections 56.05 and 1798.82.

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

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

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

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

2. Obligations of Business Associate.

a. Attestations. Except when CE's data privacy officer exempts BA in writing, the BA shall complete the following forms, attached and incorporated by reference as though fully set forth herein, SFDPH Attestations for Privacy (Attachment 1) and Data Security (Attachment 2) within sixty (60) calendar days from the execution of the Agreement. If CE makes substantial changes to any of these forms during the term of the Agreement, the BA will be required to complete CE's updated forms within sixty (60) calendar days from the date that CE provides BA with written notice of such changes. BA shall retain such records for a period of seven years after the Agreement terminates and shall make all such records available to CE within 15 calendar days of a written request by CE.

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

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San Francisco Department of Public Health

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

d. Permitted Disclosures. BA shall disclose Protected Information only for the purpose of performing BA's obligations for, or on behalf of, the City and as permitted or required under the Agreement and BAA, or as required by law. BA shall not disclose Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so disclosed by CE. However, BA may disclose Protected Information as necessary (i) for the proper management and administration of BA; (ii) to carry out the legal responsibilities of BA; (iii) as required by law; or (iv) for Data Aggregation purposes relating to the Health Care Operations of CE. If BA discloses Protected Information to a third party, BA must obtain, prior to making any such disclosure, (i) reasonable written assurances from such third party that such Protected Information will be held confidential as provided pursuant to this BAA and used or disclosed only as required by law or for the purposes for which it was disclosed to such third party, and (ii) a written agreement from such third party to immediately notify BA of any breaches, security incidents, or unauthorized uses or disclosures of the Protected Information in accordance with paragraph 2 (n) of this BAA, to the extent it has obtained knowledge of such occurrences [42 U.S.C. Section 17932; 45 C.F.R. Section 164.504(e)]. BA may disclose PHI to a BA that is a subcontractor and may allow the subcontractor to create, receive, maintain, or transmit Protected Information on its behalf, if the BA obtains satisfactory assurances, in accordance with 45 C.F.R. Section 164.504(e)(1), that the subcontractor will appropriately safeguard the information [45 C.F.R. Section 164.502(e)(1)(ii)].

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

f. Appropriate Safeguards. BA shall take the appropriate security measures to protect the confidentiality, integrity and availability of PHI that it creates, receives, maintains, or transmits on behalf of

APPENDIX E



San Francisco Department of Public Health

Business Associate Agreement

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

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

h. Accounting of Disclosures. Within ten (10) calendar days of a request by CE for an accounting of disclosures of Protected Information or upon any disclosure of Protected Information for which CE is required to account to an individual, BA and its agents and subcontractors shall make available to CE the information required to provide an accounting of disclosures to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.528, and the HITECH Act, including but not limited to 42 U.S.C. Section 17935 (c), as determined by CE. BA agrees to implement a process that allows for an accounting to be collected and maintained by BA and its agents and subcontractors for at least seven (7) years prior to the request. However, accounting of disclosures from an Electronic Health Record for treatment, payment or health care operations purposes are required to be collected and maintained for only three (3) years prior to the request, and only to the extent that BA maintains an Electronic Health Record. At a minimum, the information collected and maintained shall include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed; and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure [45 C.F.R. 164.528(b)(2)]. If an individual or an individual's representative submits a request for an accounting directly to BA or its agents or subcontractors, BA shall forward the request to CE in writing within five (5) calendar days.

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

APPENDIX E



San Francisco Department of Public Health
Business Associate Agreement

Act and HIPAA Regulations, including, but not limited to, 42 U.S.C. Section 17935(e) and 45 C.F.R. 164.524.

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

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

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

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

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

APPENDIX E



San Francisco Department of Public Health

Business Associate Agreement

U.S.C. Section 17921; 42 U.S.C. Section 17932; 45 C.F.R. 164.410; 45 C.F.R. Section 164.504(e)(2)(ii)(C); 45 C.F.R. Section 164.308(b)]

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

3. Termination.

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

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

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

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

APPENDIX E



San Francisco Department of Public Health
Business Associate Agreement

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

4. Amendment to Comply with Law.

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

5. Reimbursement for Fines or Penalties.

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

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

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

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

Contractor Name:		Contractor City Vendor ID	
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PRIVACY ATTESTATION

INSTRUCTIONS: Contractors and Partners who receive or have access to health or medical information or electronic health record systems maintained by SFDPH must complete this form. Retain completed Attestations in your files for a period of 7 years. Be prepared to submit completed attestations, along with evidence related to the following items, if requested to do so by SFDPH.

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

I. All Contractors.

DOES YOUR ORGANIZATION...							Yes	No*
A	Have formal Privacy Policies that comply with the Health Insurance Portability and Accountability Act (HIPAA)?						☐	☐
B	Have a Privacy Officer or other individual designated as the person in charge of investigating privacy breaches or related incidents?						☐	☐
	If yes:	Name & Title:		Phone #		Email:		☐
C	Require health information Privacy Training upon hire and annually thereafter for all employees who have access to health information? [Retain documentation of trainings for a period of 7 years.] [SFDPH privacy training materials are available for use; contact OCPA at 1-855-729-6040.]						☐	☐
D	Have proof that employees have signed a form upon hire and annually thereafter, with their name and the date, acknowledging that they have received health information privacy training? [Retain documentation of acknowledgement of trainings for a period of 7 years.]						☐	☐
E	Have (or will have if/when applicable) Business Associate Agreements with subcontractors who create, receive, maintain, transmit, or access SFDPH's health information?						☐	☐
F	Assure that staff who create, or transfer health information (via laptop, USB/thumb-drive, handheld), have prior supervisory authorization to do so AND that health information is only transferred or created on encrypted devices approved by SFDPH Information Security staff?						☐	☐

II. Contractors who serve patients/clients and have access to SFDPH PHI, must also complete this section.

If Applicable: DOES YOUR ORGANIZATION...		Yes	No*
G	Have (or will have if/when applicable) evidence that SFDPH Service Desk (628-206-SERV) was notified to de-provision employees who have access to SFDPH health information record systems within 2 business days for regular terminations and within 24 hours for terminations due to cause?	☐	☐
H	Have evidence in each patient's / client's chart or electronic file that a Privacy Notice that meets HIPAA regulations was provided in the patient's / client's preferred language? (English, Cantonese, Vietnamese, Tagalog, Spanish, Russian forms may be required and are available from SFDPH.)	☐	☐
I	Visibly post the Summary of the Notice of Privacy Practices in all six languages in common patient areas of your treatment facility?	☐	☐
J	Document each disclosure of a patient's/client's health information for purposes <u>other than</u> treatment, payment, or operations?	☐	☐
K	When required by law, have proof that signed authorization for disclosure forms (that meet the requirements of the HIPAA Privacy Rule) are obtained PRIOR to releasing a patient's/client's health information?	☐	☐

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

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

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

INSTRUCTIONS: Contractors and Partners who receive or have access to health or medical information or electronic health record systems maintained by SFDPH must complete this form. Retain completed Attestations in your files for a period of 7 years. Be prepared to submit completed attestations, along with evidence related to the following items, if requested to do so by SFDPH.

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

I. All Contractors.

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

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

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

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

APPENDIX F-1
Appendix Term: 07/01/21-06/30/22
PAGE A

Contractor: Catholic Charities Address: 1555 39th Avenue San Francisco, CA 94122 Telephone: 415-972-1200 Fax: Program Name: Assisted Housing Program ACE Control #: 	Contract ID # 1000020913 HHS	Invoice Number A-1JUL21 Contract Purchase Order No: Funding Source: General Fund Department ID-Authority ID: 162644 Project ID-Activity ID: 100026709 0001 Invoice Period: 07/1/21 - 07/31/21 FINAL Invoice (check if Yes)
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DELIVERABLES	TOTAL CONTRACTED UOS	UDC	DELIVERED THIS PERIOD UOS	UDC	DELIVERED TO DATE UOS	UDC	% OF TOTAL UOS	UDC	REMAINING DELIVERABLES UOS	UDC
Rental Subsidies	83,220	240							83,220	240

	UDC	UDC	UDC	UDC	UDC
Unduplicated Clients for Appendix		240			240

EXPENDITURES	BUDGET	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
Total Salaries (See Page B)	\$160,815				\$160,815.00
Fringe Benefits	\$50,980				\$50,980.00
Total Personnel Expenses	\$211,795				\$211,795.00
Operating Expenses:					
Occupancy -(e.g., Rental of Property, Utilities, Building Maintenance Supplies and Repairs)	\$8,000				\$8,000.00
Materials and Supplies -(e.g., Office, Postage, Printing and Repro., Program Supplies)	\$3,553				\$3,553.00
General Operating -(e.g., Insurance, Staff Training, Equipment Rental/Maintenance)	\$11,300				\$11,300.00
Staff Travel - (e.g., Local & Out of Town)	\$1,000				\$1,000.00
Consultant/Subcontractor	\$600				\$600.00
Other - (Client Activities, Client Direct Asst)	\$712,387				\$712,387.00
Total Operating Expenses	\$736,840				\$736,840.00
Capital Expenditures					
TOTAL DIRECT EXPENSES	\$948,635				\$948,635.00
Indirect Expenses	\$142,295				\$142,295.00
TOTAL EXPENSES	\$1,090,930				\$1,090,930.00
LESS: Initial Payment Recovery					
Other Adjustments (Enter as negative, if appropriate)					
REIMBURSEMENT					

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

Signature: _____

Date: _____

Title: _____

Send to: aidsoffice@sfdph.org

Attn: Contract Payments

By: _____
(DPH Authorized Signatory)

Date: _____

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

APPENDIX F-1a
Appendix Term: 07/01/22-06/30/23
PAGE A

Contractor: Catholic Charities Address: 1555 39th Avenue San Francisco, CA 94122 Telephone: 415-972-1200 Fax: Program Name: Assisted Housing Program ACE Control #: 	Contract ID # 1000020913 HHS	Invoice Number A-1JUL22 Contract Purchase Order No: Funding Source: General Fund Department ID-Authority ID: 162644 Project ID-Activity ID: 100026709 0001 Invoice Period: 07/1/22 - 07/31/22 FINAL Invoice (check if Yes)
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DELIVERABLES	TOTAL CONTRACTED UOS	UDC	DELIVERED THIS PERIOD UOS	UDC	DELIVERED TO DATE UOS	UDC	% OF TOTAL UOS	UDC	REMAINING DELIVERABLES UOS	UDC
Rental Subsidies	83,220	240							83,220	240

	UDC	UDC	UDC	UDC	UDC
Unduplicated Clients for Appendix		240			240

EXPENDITURES	BUDGET	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
Total Salaries (See Page B)	\$160,815				\$160,815.00
Fringe Benefits	\$50,980				\$50,980.00
Total Personnel Expenses	\$211,795				\$211,795.00
Operating Expenses:					
Occupancy -(e.g., Rental of Property, Utilities, Building Maintenance Supplies and Repairs)	\$8,000				\$8,000.00
Materials and Supplies -(e.g., Office, Postage, Printing and Repro., Program Supplies)	\$3,553				\$3,553.00
General Operating -(e.g., Insurance, Staff Training, Equipment Rental/Maintenance)	\$11,300				\$11,300.00
Staff Travel - (e.g., Local & Out of Town)	\$1,000				\$1,000.00
Consultant/Subcontractor	\$600				\$600.00
Other - (Client Activities, Client Direct Asst)	\$712,387				\$712,387.00
Total Operating Expenses	\$736,840				\$736,840.00
Capital Expenditures					
TOTAL DIRECT EXPENSES	\$948,635				\$948,635.00
Indirect Expenses	\$142,295				\$142,295.00
TOTAL EXPENSES	\$1,090,930				\$1,090,930.00
LESS: Initial Payment Recovery					
Other Adjustments (Enter as negative, if appropriate)					
REIMBURSEMENT					

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

Signature: _____

Date: _____

Title: _____

Send to: aidsoffice@sfdph.org

Attn: Contract Payments

By: _____
(DPH Authorized Signatory)

Date: _____

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

APPENDIX F-1b
Appendix Term: 07/01/23-06/30/24
PAGE A

Contractor: Catholic Charities Address: 1555 39th Avenue San Francisco, CA 94122 Telephone: 415-972-1200 Fax: Program Name: Assisted Housing Program ACE Control #: 	Contract ID # 1000020913 HHS	Invoice Number A-1JUL23 Contract Purchase Order No: Funding Source: General Fund Department ID-Authority ID: 162644 Project ID-Activity ID: 100026709 0001 Invoice Period: 07/1/23 - 07/31/23 FINAL Invoice (check if Yes)
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DELIVERABLES	TOTAL CONTRACTED UOS	UDC	DELIVERED THIS PERIOD UOS	UDC	DELIVERED TO DATE UOS	UDC	% OF TOTAL UOS	UDC	REMAINING DELIVERABLES UOS	UDC
Rental Subsidies	83,220	240							83,220	240

	UDC	UDC	UDC	UDC	UDC
Unduplicated Clients for Appendix		240			240

EXPENDITURES	BUDGET	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
Total Salaries (See Page B)	\$160,815				\$160,815.00
Fringe Benefits	\$50,980				\$50,980.00
Total Personnel Expenses	\$211,795				\$211,795.00
Operating Expenses:					
Occupancy -(e.g., Rental of Property, Utilities, Building Maintenance Supplies and Repairs)	\$8,000				\$8,000.00
Materials and Supplies -(e.g., Office, Postage, Printing and Repro., Program Supplies)	\$3,553				\$3,553.00
General Operating -(e.g., Insurance, Staff Training, Equipment Rental/Maintenance)	\$11,300				\$11,300.00
Staff Travel - (e.g., Local & Out of Town)	\$1,000				\$1,000.00
Consultant/Subcontractor	\$600				\$600.00
Other - (Client Activities, Client Direct Asst)	\$712,387				\$712,387.00
Total Operating Expenses	\$736,840				\$736,840.00
Capital Expenditures					
TOTAL DIRECT EXPENSES	\$948,635				\$948,635.00
Indirect Expenses	\$142,295				\$142,295.00
TOTAL EXPENSES	\$1,090,930				\$1,090,930.00
LESS: Initial Payment Recovery					
Other Adjustments (Enter as negative, if appropriate)					
REIMBURSEMENT					

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

Signature: _____

Date: _____

Title: _____

Send to: aidsoffice@sfdph.org

Attn: Contract Payments

By: _____
(DPH Authorized Signatory)

Date: _____

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

APPENDIX F-1c
Appendix Term: 07/01/24-06/30/25
PAGE A

Contractor: Catholic Charities Address: 1555 39th Avenue San Francisco, CA 94122 Telephone: 415-972-1200 Fax: Program Name: Assisted Housing Program ACE Control #: 	Contract ID # 1000020913 HHS	Invoice Number A-1JUL24 Contract Purchase Order No: Funding Source: General Fund Department ID-Authority ID: 162644 Project ID-Activity ID: 100026709 0001 Invoice Period: 07/1/24 - 07/31/24 FINAL Invoice (check if Yes)
--	--	---

DELIVERABLES	TOTAL CONTRACTED UOS	UDC	DELIVERED THIS PERIOD UOS	UDC	DELIVERED TO DATE UOS	UDC	% OF TOTAL UOS	UDC	REMAINING DELIVERABLES UOS	UDC
Rental Subsidies	83,220	240							83,220	240

	UDC	UDC	UDC	UDC	UDC
Unduplicated Clients for Appendix		240			240

EXPENDITURES	BUDGET	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
Total Salaries (See Page B)	\$160,815				\$160,815.00
Fringe Benefits	\$50,980				\$50,980.00
Total Personnel Expenses	\$211,795				\$211,795.00
Operating Expenses:					
Occupancy -(e.g., Rental of Property, Utilities, Building Maintenance Supplies and Repairs)	\$8,000				\$8,000.00
Materials and Supplies -(e.g., Office, Postage, Printing and Repro., Program Supplies)	\$3,553				\$3,553.00
General Operating -(e.g., Insurance, Staff Training, Equipment Rental/Maintenance)	\$11,300				\$11,300.00
Staff Travel - (e.g., Local & Out of Town)	\$1,000				\$1,000.00
Consultant/Subcontractor	\$600				\$600.00
Other - (Client Activities, Client Direct Asst)	\$712,387				\$712,387.00
Total Operating Expenses	\$736,840				\$736,840.00
Capital Expenditures					
TOTAL DIRECT EXPENSES	\$948,635				\$948,635.00
Indirect Expenses	\$142,295				\$142,295.00
TOTAL EXPENSES	\$1,090,930				\$1,090,930.00
LESS: Initial Payment Recovery					
Other Adjustments (Enter as negative, if appropriate)					
REIMBURSEMENT					

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

Signature: _____

Date: _____

Title: _____

Send to: aidsoffice@sfdph.org

Attn: Contract Payments

By: _____
(DPH Authorized Signatory)

Date: _____

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

APPENDIX F-1d
Appendix Term: 07/01/25-06/30/26
PAGE A

Contractor: Catholic Charities Address: 1555 39th Avenue San Francisco, CA 94122 Telephone: 415-972-1200 Fax: Program Name: Assisted Housing Program ACE Control #: 	Contract ID # 1000020913 HHS	Invoice Number A-1JUL25 Contract Purchase Order No: Funding Source: General Fund Department ID-Authority ID: 162644 Project ID-Activity ID: 100026709 0001 Invoice Period: 07/1/25 - 07/31/25 FINAL Invoice (check if Yes)
---	---	--

DELIVERABLES	TOTAL CONTRACTED UOS	UDC	DELIVERED THIS PERIOD UOS	UDC	DELIVERED TO DATE UOS	UDC	% OF TOTAL UOS	UDC	REMAINING DELIVERABLES UOS	UDC
Rental Subsidies	83,220	240							83,220	240

	UDC	UDC	UDC	UDC	UDC
Unduplicated Clients for Appendix		240			240

EXPENDITURES	BUDGET	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
Total Salaries (See Page B)	\$160,815				\$160,815.00
Fringe Benefits	\$50,980				\$50,980.00
Total Personnel Expenses	\$211,795				\$211,795.00
Operating Expenses:					
Occupancy -(e.g., Rental of Property, Utilities, Building Maintenance Supplies and Repairs)	\$8,000				\$8,000.00
Materials and Supplies -(e.g., Office, Postage, Printing and Repro., Program Supplies)	\$3,553				\$3,553.00
General Operating -(e.g., Insurance, Staff Training, Equipment Rental/Maintenance)	\$11,300				\$11,300.00
Staff Travel - (e.g., Local & Out of Town)	\$1,000				\$1,000.00
Consultant/Subcontractor	\$600				\$600.00
Other - (Client Activities, Client Direct Asst)	\$712,387				\$712,387.00
Total Operating Expenses	\$736,840				\$736,840.00
Capital Expenditures					
TOTAL DIRECT EXPENSES	\$948,635				\$948,635.00
Indirect Expenses	\$142,295				\$142,295.00
TOTAL EXPENSES	\$1,090,930				\$1,090,930.00
LESS: Initial Payment Recovery					
Other Adjustments (Enter as negative, if appropriate)					
REIMBURSEMENT					

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

Signature: _____

Date: _____

Title: _____

Send to: aidsoffice@sfdph.org

Attn: Contract Payments

By: _____
(DPH Authorized Signatory)

Date: _____

Appendix G - State/Federal Funding Terms

Reserved

Appendix H--Permitted Subgrantees

Subcontractor Name
Treasure Island Family Services Space, LLC

Appendix I – Insurance Waiver

Reserved

Appendix J

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

Appendix J

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.

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

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

Appendix K

FEMA CONTRACT REQUIREMENTS

1. Contract Requirements. This contract may be eligible for FEMA funding. FEMA requires inclusion of the following contract provisions for procurement under exigent or emergency circumstances. The Parties must comply with these provisions as a minimum. In the event of a conflict with other provisions in this contract that address the same or a similar requirement, the provisions that are stricter and impose the greater duties upon Contractor shall apply.

2. Remedies for Breach. In addition to all other remedies included in this contract, Contractor shall, at a minimum, be liable to the City for all foreseeable damages it incurs as a result of Contractor violation or breach of the terms of this contract. This includes without limitation any costs incurred to remediate defects in Contractor's services and/or the additional expenses to complete Contractor's services beyond the amounts agreed to in this contract, after Contractor has had a reasonable opportunity to remediate and/or complete its services as otherwise set for in this contract. All remedies provided for in this contract 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.

3. Termination for Convenience. City shall have the option, in its sole discretion, to terminate this Contract, 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. 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 reasonably necessary to effectuate demobilization from the work.

4. Termination for Cause. 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 contract for cause or to seek specific performance of all or any part of this contract. In addition, City shall have the right (but no obligation) to cure (or cause to be cured) on behalf of Contractor any event of default. Contractor shall pay to City on demand all costs and expenses incurred by City in effecting such cure, with interest thereon from the date of incurrence at the maximum rate then permitted by law. City shall have the right to offset from any amounts due to Contractor under this contract or any other contract between City and Contractor all damages, losses, costs or expenses incurred by City as a result of such event of default and any liquidated damages due from Contractor pursuant to the terms of this contract or any other contract.

5. Work Hours and Safety Standards. If this contract is for a price in excess of \$100,000, and involves the employment of mechanics or laborers, Contractor agrees as follows:

A. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic

receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

B. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (A) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, Contractor and subcontractor(s) shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (A) of this section, in the sum of \$26 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (A) of this section.

C. Withholding for unpaid wages and liquidated damages. The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (B) of this section.

D. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (A) through (D) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (A) through (D) of this section.

E. This Section 5 does not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

6. Rights to Inventions. If FEMA's funding for this contract meets the definition of "funding agreement," and if this contract constitutes a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment, or performance of experimental, developmental, or research work, the City agrees to comply with the requirements of 37 C.F.R. Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements, and any implementing regulations issued by FEMA.

7. Clean Air Act. If this contract is for a price in excess of \$150,000, Contractor agrees as follows:

A. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

B. The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal

Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

C. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

8. Federal Water Pollution Act. If this contract is for a price in excess of \$150,000, Contractor agrees as follows:

A. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

B. The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

C. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

9. Debarment and Suspension. If this contract is for a price in excess of \$25,000, Contractor agrees as follows:

A. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

B. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

C. This certification is a material representation of fact relied upon by the City. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

D. The Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

10. Procurement of Recovered Materials

A. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

- i. Competitively within a timeframe providing for compliance with the contract performance schedule;

- ii. Meeting contract performance requirements; or
- iii. At a reasonable price.

B. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

C. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

11. Time and Material Contracts. To the extent this contract includes work that is paid on a time and material basis, such work must have a guaranteed maximum price (GMP). The GMP is set forth in the body of this contract. The GMP constitutes a ceiling price that Contractor exceeds at its own risk.

12. MBE/WBE Outreach. Contractor must, at a minimum, take the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used as Subcontractors on this Project:

A. Place qualified small and minority businesses and women's business enterprises on Contractor's solicitation list for this Project;

B. Assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources for this Project;

C. Divide the subcontracts, when feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

D. Establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and

E. Use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

13. Access to Records. The following access to records requirements apply to this contract:

A. The Contractor agrees to provide City, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

B. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

C. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

D. In compliance with the Disaster Recovery Act of 2018, the City and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

14. Department of Homeland Security Seal, Logo, and Flags. The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

15. Compliance with Federal Law, Regulations, and Executive Orders. This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The Contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

16. No Obligation by Federal Government. The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the contract.

17. Program Fraud and False or Fraudulent Statements or Related Acts. The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

18. Byrd Anti-Lobbying Certification.

A. Contractors who apply or bid for an award of \$100,000 or more shall file the required certification pursuant to the Byrd Anti-Lobbying Amendment, 31 U.S.C. §1352, as amended. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

B. If this contract is for a price of \$100,000 or more, Contractor, and its lower tiers, must sign and submit to the City the following certification:

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

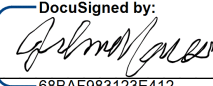
(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any

agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

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

The Contractor, **Catholic Charities** certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

DocuSigned by:

68BAF9831235412...
Signature of Contractor's Authorized Official

Jilma L. Meneses, Chief Executive Director
Name and Title of Contractor's Authorized Official

7/15/2021 | 3:20:24 PDT
Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/29/2020

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

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

PRODUCER (WC) Heffernan Insurance Brokers 1350 Carback Avenue Walnut Creek, CA 94596	CONTACT NAME: Cheryl vanWestrop PHONE (A/C, No, Ext): 925-934-8500 E-MAIL ADDRESS: Cherylv@Heffins.com FAX (A/C, No): 925-934-8278
INSURED Catholic Charities CYO 1555 39th Ave San Francisco, CA 94122	INSURER(S) AFFORDING COVERAGE INSURER A : Cypress Insurance Company INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES**CERTIFICATE NUMBER:** 910089294**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y ☐ N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y	CAWC244547	1/1/2021	1/1/2022	X ☐ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Re: As Per Contract or Agreement on File with Insured. All Programs of Catholic Charities receiving funding from DPH, MOHCD, DCYF, H.S.A., HSH, TIDA, and OCEIA. Waiver of Subrogation is included on Workers Compensation policy, if required. The Waiver endorsement has been requested for the Workers Compensation policy from the insurance company and if approved will be forwarded when received.

CERTIFICATE HOLDER**CANCELLATION**

City and County of San Francisco
 1 Dr. Carlton B. Goodlett Pl., City Hall Room 3
 San Francisco, CA 94102

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

AUTHORIZED REPRESENTATIVE

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - CALIFORNIA

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

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

The additional premium for this endorsement shall be 5% of the applicable manual premium otherwise due on such remuneration subject to a policy maximum charge for all such waivers of 5% of total manual premium.

The minimum premium for this endorsement is \$350.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule**Specific Waiver**

Person/Organization: City and County of San Francisco
Job Description: As Per Contract or Agreement on File with Insured
Waiver Premium: 350.00

Class	State	Payroll Subject to Waiver
8823	CA	1.00

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

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

Endorsement Effective: 01/01/2021

Policy No.: CAWC24454

Endorsement No.:

Insured:

Premium \$

Insurance Company: Cypress Insurance Company

WC 99 04 02C

Countersigned by _____

(Ed. 9-14)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/14/2021

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

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

PRODUCER Arthur J. Gallagher & Co. Insurance Brokers of CA Inc. LIC #0726293 1160 Battery Street, Suite 360 San Francisco CA 94111	CONTACT NAME: Nancy Lew PHONE (A/C, No, Ext): 415-546-9300 E-MAIL ADDRESS: Nancy_Lew@ajg.com FAX (A/C, No): 415-536-8499														
INSURED Catholic Charities CYO of the Archdiocese of San Francisco 1555 39th Avenue San Francisco CA 94122	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A: National Catholic RRG, Inc</td> <td>10083</td> </tr> <tr> <td>INSURER B: Federal Insurance Company</td> <td>20281</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: National Catholic RRG, Inc	10083	INSURER B: Federal Insurance Company	20281	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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COVERAGES**CERTIFICATE NUMBER:** 1175017496**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS																
A A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:	Y		RRG1073-04 FM1073-04	7/1/2021 7/1/2021	7/1/2022 7/1/2022	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td style="text-align: right;">\$ 50,000</td></tr> <tr><td>MED EXP (Any one person)</td><td style="text-align: right;">\$ 5,000</td></tr> <tr><td>PERSONAL & ADV INJURY</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>GENERAL AGGREGATE</td><td style="text-align: right;">\$ 2,000,000</td></tr> <tr><td>PRODUCTS - COMP/OP AGG</td><td style="text-align: right;">\$ 2,000,000</td></tr> <tr><td>Self-Insd Retention</td><td style="text-align: right;">\$ 100,000</td></tr> </table>	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 50,000	MED EXP (Any one person)	\$ 5,000	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 2,000,000	PRODUCTS - COMP/OP AGG	\$ 2,000,000	Self-Insd Retention	\$ 100,000		
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	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;"></td> <td style="width: 5%;">PER STATUTE</td> <td style="width: 5%;">OTH-ER</td> <td style="width: 40%;"></td> </tr> <tr><td>E.L. EACH ACCIDENT</td><td></td><td></td><td style="text-align: right;">\$</td></tr> <tr><td>E.L. DISEASE - EA EMPLOYEE</td><td></td><td></td><td style="text-align: right;">\$</td></tr> <tr><td>E.L. DISEASE - POLICY LIMIT</td><td></td><td></td><td style="text-align: right;">\$</td></tr> </table>		PER STATUTE	OTH-ER		E.L. EACH ACCIDENT			\$	E.L. DISEASE - EA EMPLOYEE			\$	E.L. DISEASE - POLICY LIMIT			\$
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Sexual Misconduct:
 Limit: \$4,000,000
 Self Insured Retention: \$250,000
 Insurance Carrier: The National Catholic Risk Retention Group, Inc.
 Policy Term: 7/01/2021 - 7/01/2022

Certificate holder is included as additional insured as required by written contract or agreement per the endorsement form #19, form #TNC-G118 (Rev. 01/01/12).
 See Attached...

CERTIFICATE HOLDER**CANCELLATION**

City and County of San Francisco
 And its Officers, Agents and Employees
 1 Dr. Carlton B. Goodlett Place
 City Hall, Rm 316
 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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ADDITIONAL REMARKS SCHEDULE

AGENCY Arthur J. Gallagher & Co.		NAMED INSURED Catholic Charities CYO of the Archdiocese of San Francisco 1555 39th Avenue San Francisco CA 94122	
POLICY NUMBER			
CARRIER	NAIC CODE		
		EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Note: Endorsement form #TNG-G118 remain active until Policy #RRG1073 is cancelled.
Misconduct Limits are Subject to a \$1,000,000 Aggregate and a \$1,000,000 Retention per Claim RE: Adminisitrative Offices, 1555 39th Ave., San Francisco, CA 94122 as respects All Programs of Catholic Charities CYO receiving funding from DPH, MOHCD, DCYF, HSA, HSH, OECE, TIDA and OCEIA.

THE NATIONAL CATHOLIC RISK RETENTION GROUP, INC.	ENDORSEMENT No. 19 TO POLICY NO. RRG 1073-04 EFFECTIVE DATE 07/01/2021
Participant: Roman Catholic Archdiocese of San Francisco	☐ ADDITIONAL PREMIUM N/A ☐ RETURN

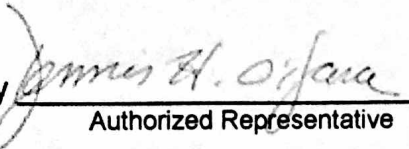
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED ENDORSEMENT

Additional insureds are those persons for whom an **insured** has agreed to provide insurance protection. For all **additional insureds**, the insurance provided by this policy shall not exceed the amount agreed between the **insured** and the **additional insured**, or the applicable **company limit** of this policy, whichever is less, and shall apply only after the **participant's retained limit** is exceeded by **loss** covered under this policy.

All other terms and conditions remain unchanged.

TNC-G118 (Rev. 01/01/12)

By 
Authorized Representative