

File No. 251049

Committee Item No. 3

Board Item No. 20

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee: Budget and Finance Committee Date November 19, 2025

Board of Supervisors Meeting Date _____

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Completed by: Brent Jalipa Date November 13, 2025

Completed by: Brent Jalipa Date _____

1 [Contract Amendment - Catholic Charities - HIV Health Services Rental Subsidies Services -
2 Not to Exceed \$13,426,414]

3 **Resolution approving Amendment No. 1 to the agreement between City, acting by and**
4 **through, the Department of Public Health (DPH), and Catholic Charities, to provide HIV**
5 **health services rental subsidies services, to extend the term by five years from**
6 **June 30, 2026, for a total term of July 1, 2021, through June 30, 2031, and to increase**
7 **the amount by \$7,317,206 for a total not to exceed amount of \$13,426,414; and to**
8 **authorize DPH to enter into amendments or modifications to the agreement that do not**
9 **materially increase the obligations or liabilities to the City and are necessary to**
10 **effectuate the purposes of the agreement or this Resolution.**

11
12 WHEREAS, On November 4, 2020, the Department of Public Health (DPH) issued a
13 Request for Proposals (RFP No. 39-2020) for HIV health services rental subsidies services;
14 and

15 WHEREAS, Catholic Charities submitted a proposal and was the highest ranked
16 applicant; and

17 WHEREAS, DPH awarded the contract to Catholic Charities; and

18 WHEREAS, On July 1, 2021, DPH and Catholic Charities entered into an agreement
19 for HIV health services rental subsidies services ("Original Agreement"); and

20 WHEREAS, The Original Agreement has a term of July 1, 2021, through June 30,
21 2026, and a not to exceed amount of \$6,109,208; and

22 WHEREAS, DPH wishes to amend the agreement by extending the term to June 30,
23 2031, and increasing the maximum expenditure by \$7,317,206 to \$13,426,414 (the "First
24 Amendment"); and
25

1 WHEREAS, Charter, Section 9.118(b) requires Board of Supervisors' approval by
2 Resolution of any contract which, when entered into, extends over 10 years, and of any
3 contract which, when entered into, costs the City \$10,000,000 or more; and

4 WHEREAS, The proposed amendment contained in File No. 251049, is substantially in
5 final form, with all material terms and conditions included, and only remains to be executed by
6 the parties upon approval of this Resolution; now, therefore, be it

7 RESOLVED, That the Board of Supervisors hereby approves the amendment in
8 substantially the form contained in File No. 251049; and, be it

9 FURTHER RESOLVED, That the Board of Supervisors authorizes DPH to make any
10 modifications to the amendment, prior to its final execution by all parties, that DPH
11 determines, in consultation with the City Attorney, are consistent with this Resolution, in the
12 best interest of the City, do not materially increase the obligations or liabilities of the City, are
13 necessary or advisable to effectuate the purposes of the amendment, and are in compliance
14 with all applicable laws, including City's Charter; and, be it

15 FURTHER RESOLVED, That within 30 days of the amendment being fully executed by
16 all parties, DPH shall submit to the Clerk of the Board of Supervisors a completely executed
17 copy for inclusion in File No. 251049; this requirement and obligation resides with the
18 Department, and is for purposes of having a complete file only, and in no manner affects the
19 validity of approved amendment.
20
21

22 RECOMMENDED

23 /s/

24 Daniel Tsai

25 Director of Health

Item 3 File 25-1049	Department: Public Health
EXECUTIVE SUMMARY	
Legislative Objectives - The proposed resolution would approve Amendment No. 1 to the contract between the Department of Public Health (DPH) and Catholic Charities to extend the agreement term by five years, from June 30, 2026, to June 30, 2031, and increase the maximum agreement amount by \$7,317,206 for a new total not-to-exceed amount of \$13,426,414 to provide partial rent subsidies and housing advocacy to individuals with HIV/AIDS who are homeless or at risk of homelessness. Key Points - On July 1, 2021, DPH entered into an agreement with Catholic Charities for a not-to-exceed amount of \$6,109,208, with an initial term from July 1, 2021, through June 30, 2026, and five one-year options to extend through June 30, 2031. The contract currently services approximately 154 households per year. - Key deliverables are client intake, assessment, annual eligibility recertification, and a mandatory individual housing stability plan for new subsidy recipients within one month of enrollment. - The performance data reported by Catholic Charities in the FY 2023-24 monitoring report was unreliable due to a misinterpretation of key metrics by Catholic Charities. Consequently, we could not confirm whether the grantee is meeting its established program objectives, despite their self-reported success. Based on prior experience with this contractor, DPH believes the program is performing well and the FY 2023-24 program monitoring confirmed program eligibility and enrollment for a sample of clients. Fiscal Impact - The proposed amendment increases the total agreement amount to a new total not-to-exceed amount of \$13,426,414 over the ten-year term (July 1, 2021, through June 30, 2031). The contract is funded by the General Fund. - The contract includes an indirect cost allocation of \$172,722, which is calculated as 15 percent of the total budget including \$852,110 for direct assistance (rental subsidies) - Excluding direct assistance from the calculation would save \$127,817, enough to provide rental subsidies to 10-15 additional individuals. Recommendations - DPH should (1) consider adjusting the indirect cost recovery of this contract to exclude rental subsidies and redirect the annual savings to additional rental subsidies for clients and (2) clarify the definitions of the performance metrics for its HIV rental subsidy programs. - The Board of Supervisors should approve the proposed resolution.	

MANDATE STATEMENT

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

BACKGROUND**Assisted Housing and Health Program**

The Department of Public Health (DPH) administers the Assisted Housing and Health Program, aimed at stabilizing the housing situations of individuals living with HIV/AIDS through the provision of partial rent subsidies and short-term housing advocacy. Services include outreach, intake assessment, development of individual housing stability plans, and support from a housing specialist. Under an existing agreement with DPH, Catholic Charities provides services under the program.

To be eligible, clients must be San Francisco residents, have a confirmed HIV diagnosis, be homeless, or be housed but are in danger of losing secure housing. For clients who are not currently housed, the housing specialist will assist clients with applications for transitional or permanent housing opportunities. To qualify for the partial rent subsidy, clients must be housed and have an income of 30 percent or less of the HUD median income, which is \$32,750 per year, or \$2,729 per month, for 2025.

Priority enrollment is for low-income, uninsured San Francisco residents. Secondary enrollment is for low-income, underinsured SF residents. Clients must meet low-income status, defined as 600 percent or less of the Federal Poverty Level. This threshold was increased from 500 percent in January 2025 to align with the California State Office of AIDS requirements.

Procurement and Original Agreement

On November 4, 2020, DPH issued a Request for Proposals seeking providers to support two HIV Health Services Rental Subsidies programs. Proposals had to meet a set of a minimum qualifications, and qualified proposals were scored by a panel based on the following scoring criteria: Proposal and Agency Overview (6 points), Relevant Program Experience (18 points), Experience with the Target Population and Cultural Competency (18 points), Program Design and Coordination (28 points), and 12 Month Budget and Documentation (30 points), for a total of 100 possible points. Up to 10 bonus points were provided based on a bidder rating discount for Local Business Enterprise certified applicants. A minimum of 75 points was necessary to be eligible for a contract.

A total of two responses were received—one for each program.¹ Catholic Charities submitted the sole proposal for the Assisted Housing and Health Program, which received a score of 88.66 points out of 100 points possible. San Francisco AIDS Foundation submitted the sole proposal for the HIV Rental Subsidies program and received a contract in 2021 that the Board of Supervisors amended on March 1, 2023 (File 23-0122) to provide standard, shallow, and partial rental subsidies to 330 unduplicated clients.

On July 1, 2021, DPH entered into an agreement with Catholic Charities for a not-to-exceed amount of \$6,109,208, with an initial term from July 1, 2021, through June 30, 2026, and five one-year options to extend through June 30, 2031, to provide \$250/month rental subsidies and \$50 per year for assistance with food and personal care to 240 clients each. The agreement did not require Board of Supervisors approval because its term was less than 10 years, and the amount was under \$10 million.

Increase in Subsidy Amount

In the first two years of the contract (FY 2021-22 and FY 2022-23), Catholic Charities did not meet the target unduplicated client count of 240 due to clients exiting the program to other programs that provided larger subsidies according to DPH staff. The \$250 monthly subsidy had not been increased in at least 24 years, and the Mayor's Office of Housing and Community Development (MOHCD) advised that the subsidy was no longer sufficient to support housing stability in most cases in San Francisco.

In February 2023, DPH increased the subsidy amount per client to \$400 per month for adults without dependents and \$500 per month for adults with dependents (4 clients max). DPH reduced the target unduplicated client count from 240 to 154 in FY 2023-24, allowing the same overall contract budget to serve fewer clients with a larger housing subsidy. According to DPH, no existing clients were removed from the program due to the reduced UDC target. A breakdown of UDC and units of service (UOS) is shown in Exhibit 1 below.

¹ The panel review team included a contractor from the Santa Clara County Health Department, a coordinator and manager from Santa Clara County HIV Health Services, and a manager from San Francisco DPH HIV Health Services.

Exhibit 1: Unduplicated Client Count and Units of Service Summary FY 2021-22 to FY 2023-24

	Target UDC	UDC Achieved	% UDC Achieved	Target UOS	UOS Achieved	% UOS Achieved
FY 2021-22	240	218	91%	72,852	83,220	87.50%
FY 2022-23	240	208	87%	64,749	83,220	77.80%
FY 2023-24	154	170	110%	53,201	53,400	99.60%

Source: DPH

DETAILS OF PROPOSED LEGISLATION

The proposed resolution would approve Amendment No. 1 to the grant agreement between the Department of Public Health (DPH) and Catholic Charities to extend the agreement term by five years, from June 30, 2026, to June 30, 2031, and increase the maximum agreement amount by \$7,317,206 for a new total not-to-exceed amount of \$13,426,414.

The amendment also incorporates the following updates into the agreement:

- Increase the income eligibility threshold for the program from 500 percent or less of the Federal Poverty Level to 600 percent or less of the Federal Poverty Level to align with the California State Office of AIDS requirements. (the requirement to maintain 30% or less of the HUD median income to qualify for the subsidy is unchanged)
- Decrease the number of unduplicated client count (UDC) in the budget and performance goals from 240 in FY 2021-22 to 154 starting in FY 2023-24 and continuing through FY 2030-31.
- Effective September 1, 2025, increase the monthly subsidy amounts from \$500 to \$550 for households with dependents (4 clients) and from \$400 to \$450 for households without dependents (150 clients).
- Transition of the program from the ARIES database to HIV Care Connect due to ARIES's decommissioning in April 2025.

Scope of Work

The Assisted Housing and Health Program aims to stabilize the housing of low-income San Francisco residents living with HIV/AIDS through partial rent subsidies and short-term housing advocacy, with the overarching aim to ensure clients have access to and remain in necessary medical care. The target population includes seniors and individuals with co-occurring conditions such as Hepatitis C, mental health, and substance use issues.

Catholic Charities provides services to clients Monday through Friday from 8:30 am to 5:00 pm, and by appointment after regular business hours. Drop-in services are available from 2 - 4 p.m. daily. Services are provided at 990 Eddy Street in San Francisco.

Key deliverables include client intake, assessment, annual eligibility recertification, and the mandatory development of an individual housing stability plan for new subsidy recipients within

one month of enrollment. The unit of service is defined as one day of partial rent subsidy payment to a landlord, combined with housing advocacy. This structure supports an estimated 53,400 units of service, calculating 154 clients receiving subsidies for 365 days at a 95 percent occupancy rate. Individuals who are experiencing homelessness and are only receiving housing specialist support to identify housing opportunities do not begin to count toward units of service until they are receiving a subsidy.

Performance Monitoring

The contract requires annual contract monitoring with performance objectives separately established by DPH HIV Health Services. While DPH's FY 2023-24 monitoring report showed Catholic Charities generally meeting self-reported program performance metrics (such as housing stability, case management outcomes, and exits from the program), our review found the data to be unreliable. For example, one metric required 80% of recipients who had been in the program for a full year to maintain housing or move to care. Catholic Charities incorrectly used the total number of recipients (including those who joined mid-year) as the denominator and reported 100% success. Because of this and other similar errors, we cannot confirm whether the grantee is actually achieving its program objectives. DPH staff report that they will clarify the definition of the performance metrics so that the Department and Catholic Charities have the same standards to measure the performance of the program. Based on prior experience with this contractor, DPH believes the program is performing well and the FY 2023-24 program monitoring confirmed program eligibility and enrollment for a sample of clients.

Fiscal and Compliance Monitoring

The Human Services Agency conducted the FY 2024-25 Citywide Nonprofit Fiscal and Compliance Monitoring for the grantee and identified no findings. In addition, the DPH Business Office of Contract Compliance rated Catholic Charities as a "low risk" agency in October 2025 based on a review of the organization's historical financial performance.

FISCAL IMPACT

The proposed amendment increases the total agreement amount to a new total not-to-exceed amount of \$13,426,414 over the ten-year term (July 1, 2021, through June 30, 2031).

The total amount includes contract budget of \$12,475,185 and a contingency amount of \$951,229, which cannot be used without a modification to the agreement. Exhibit 2 shows the total budget by year and the not to exceed amount and Exhibit 2 summarizes the total expenses and revenues budgeted for the duration of the agreement term.

Exhibit 2: Not to Exceed Amount

Year	Amount
FY 2021-22 (Actual)	\$1,077,636
FY 2022-23 (Actual)	997,193
FY 2023-24 (Actual)	1,180,459
FY 2024-25 (Budget)	1,292,986
FY 2025-26 (Budget)	1,305,916
FY 2026-27 (Budget)	1,324,199
FY 2027-28 (Budget)	1,324,199
FY 2028-29 (Budget)	1,324,199
FY 2029-30 (Budget)	1,324,199
FY 2030-31 (Budget)	1,324,199
Total Budget	\$12,475,185
Contingency (12%)*	951,229
Not to Exceed Amount	\$13,426,414

Source: DPH

*The contingency of \$951,229 is equal to 12% of the total budget for FY 2025-26 through FY 2030-31

Exhibit 3: Grant Budget Summary by Fiscal Year, Proposed Extended Term

Expenses	FY 2026-27	FY 2027-28	FY 2028-29	FY 2029-30	FY 2030-31	5-Year Total
Salaries	189,426	189,426	189,426	189,426	189,426	947,130
Employee Benefits	66,299	66,299	66,299	66,299	66,299	331,495
Total Personnel	255,725	255,725	255,725	255,725	255,725	1,278,625
Operating Expense	43,642	43,642	43,642	43,642	43,642	218,210
Direct Assistance	852,110	852,110	852,110	852,110	852,110	4,260,550
Subtotal Direct Costs	1,151,477	1,151,477	1,151,477	1,151,477	1,151,477	5,757,385
Indirect Cost (15.0%)	172,722	172,722	172,722	172,722	172,722	863,610
Total Expenses	\$1,324,199	\$1,324,199	\$1,324,199	\$1,324,199	\$1,324,199	\$6,620,995

Source: DPH

Budget Summary*Direct Assistance*

In FY 2026-27, the budget for direct assistance (rental subsidies, basic needs, and back rent) totals \$852,110, accounting for 64.3 percent of the total budget, while personnel, other operating expenses, and indirect costs account for the remaining 35.7 percent.

Rental subsidies total \$836,400 (of the \$852,110 budget) and assume a \$450 monthly stipend for 150 clients and a \$550 monthly stipend for four families.

As noted above, the monthly subsidies increased in 2025. According to DPH staff, the increase was based on a 6.17 percent increase in the cumulative local inflation rate (CPI for San Francisco-Oakland-Hayward, CA) between February 2023 (when the previous subsidy amounts were established) and August 2025 and rounded to the nearest \$50 because this will be the only adjustment during the extension term. The client's income eligibility for receiving the subsidy remains unchanged (less than 30 percent of the U.S. Department of Housing and Urban Development median income).

Staffing

For FY 2026-27, the proposed budget allocates \$255,725 in personnel costs to fund 2.83 full time equivalent (FTE) positions, including 2.13 FTE case managers, 0.50 FTE program director, 0.15 FTE program coordinator, and 0.05 FTE associate deputy director.

Indirect Costs Comparison to Other Subsidy Administration Contracts

The annual budget includes an indirect cost allocation of \$172,722, which is equal to 15 percent of the total budget of \$1.15 million, including \$852,110 in direct assistance. According to DPH, this allocation covers shared costs for accounting, payroll, contracts, HR, facilities, IT, executive salaries and benefits, and operating expenses. Other subsidy administration contracts we have reviewed (such as Files 25-0073, 25-0042, 24-0671, 23-0403, and 23-0122) do not include direct assistance in the calculation for indirect costs. If we exclude the budget for direct assistance, the indirect cost allocation of \$172,722 reflects 58 percent of the remaining budget of approximately \$300,000. We also found that this contract's overhead efficiency is lower than that of similar agreements, providing only 64 percent in direct services, compared to the general average of 75 percent across the other five contracts we surveyed. This difference is due to the unusual application of indirect costs to the housing subsidy budget. If the indirect costs excluded the subsidy amount, it would amount to \$44,905 per year, which is \$127,817 less than the current contract budget of \$172,722. According to DPH, a portion of the savings would still need to fund accounting staff to properly administer the subsidies, however DPH is in discussions with Catholic Charities to reduce the indirect cost recovery of this contract and increase the subsidy budget to accommodate 10 – 15 additional individuals.

Funding Source

The agreement will be funded by the General Fund.

RECOMMENDATIONS

1. DPH should (1) consider adjusting the indirect cost recovery of this contract to exclude rental subsidies and redirect the annual savings to additional rental subsidies for clients and (2) clarify the definitions of the performance metrics for its HIV rental subsidy programs.
2. The Board of Supervisors should approve the proposed resolution.

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

FIRST AMENDMENT TO GRANT AGREEMENT

BETWEEN

CITY AND COUNTY OF
SAN FRANCISCO

AND

**CATHOLIC CHARITIES
CID# 1000020913**

FIRST AMENDMENT

This FIRST AMENDMENT of the, JULY 1, 2021 Grant Agreement (the "Agreement") is dated as of **SEPTEMBER 1, 2025** and is made in the City and County of San Francisco, State of California, by and between **CATHOLIC CHARITIES** ("Grantee") and the **City and County of San Francisco**, a municipal corporation ("City") acting by and through **Department of Public Health** ("Department").

RECITALS

WHEREAS, the Agreement was competitively procured as required through **RFP 39-2020 – HIV HEALTH SERVICES RENTAL SUBSIDIES SERVICES** dated **NOVEMBER 4, 2020** and this modification is consistent therewith; and

WHEREAS, the City's Board of Supervisors approved this Agreement by RESOLUTION NUMBER on _____; and

WHEREAS, Grantee has submitted to the Agency the Application Documents (as hereinafter defined) seeking a grant for the purpose of funding the matters set forth in the Grant Plan (as defined in the Agreement); and

WHEREAS, the term "Agreement" shall mean the Agreement dated **JULY 1, 2021** between the Grantee and City; and

WHEREAS, the Original Grant Agreement is being amended to increase the Maximum Amount, extend the Term, update the standard clauses, and modify the Agreement as follows:

- a. Replace Appendix A-1 with Attachment 1.1 of Appendix B to update low income status, update the client management database from ARIES to HCC, and update the objectives and measurements. Dated 09/01/2025.
- b. Replace Appendix B with Attachment 2 of Appendix B. Dated 09/01/2025.
- c. Replace Appendix B-1d with Attachment 2.1d, and Add Attachment 2.1e, Attachment 2.1f, Attachment 2.1g, Attachment 2.1h, Attachment 2.1i and their corresponding invoices to update funding levels, capturing revised funding amounts. Dated 09/01/2025.
- d. Replace Appendix C, "Form of Funding Request", with Appendix C to update funding request. Dated 09/01/2025.
- e. Replace Appendix E. Appendix E is hereby replaced in its entirety by Appendix E. Dated 09/01/2025.

- f. Replace Appendix K. Appendix K is hereby replaced in its entirety by Appendix K. Dated 09/01/2025; and

WHEREAS, City and Grantee desire to execute this amendment to update the prior Agreement;

NOW, THEREFORE, City and Grantee agree to amend said Grant Agreement as follows:

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

2. San Francisco Labor and Employment Code. As of January 4, 2024, San Francisco Administrative Code Chapters 21C (Miscellaneous Prevailing Wage Requirements), 12B (Nondiscrimination in Contracts), 12C (Nondiscrimination in Property Contracts), 12K (Salary History), 12P (Minimum Compensation), 12Q (Health Care Accountability), 12T (City Contractor/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions), and 12U (Sweatfree Contracting) are redesignated as Articles 102 (Miscellaneous Prevailing Wage Requirements), 131 (Nondiscrimination in Contracts), 132 (Nondiscrimination in Property Contracts), 141 (Salary History), 111 (Minimum Compensation), 121 (Health Care Accountability), 142 (City Contractor/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions), and 151 (Sweatfree Contracting) of the San Francisco Labor and Employment Code, respectively. Wherever this Agreement refers to San Francisco Administrative Code Chapters 21C, 12B, 12C, 12K, 12P, 12Q, 12T, and 12U, it shall be construed to mean San Francisco Labor and Employment Code Articles 102, 131, 132, 141, 111, 121, 142, and 151, respectively.

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

(a) Article 3 Term.

Article 3 Term of the Grant Agreement currently reads as follows:

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 17.2, "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

Such section is hereby amended to read as follows:

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, 2031**, 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.

(b) Section 5.1 Maximum Amount of Grant Funds.

Section 5.1 Maximum Amount of Grant Funds of the Grant Agreement currently reads as follows:

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**).

Such section is hereby amended to read as follows:

5.1 Maximum Amount of Grant Funds. In no event shall the amount of Grant Funds disbursed hereunder exceed **THIRTEEN MILLION FOUR HUNDRED TWENTY-SIX THOUSAND FOUR HUNDRED FOURTEEN** Dollars (**\$13,426,414**).

(c) Section 8.8 California Attorney General's Registry of Charitable Trusts.

Section 8.8 California Attorney General's Registry of Charitable Trusts is hereby added in its entirety to read as follows in Article 8:

8.8 California Attorney General's Registry of Charitable Trusts. If a Grantee is a non-profit entity, the Grantee represents that it is in good standing with the California Attorney General's Registry of Charitable Trusts and will remain in good standing during the term of this Agreement. Grantee shall immediately notify City of any change in its eligibility to perform under the Agreement. Upon City request, Grantee shall provide documentation demonstrating its compliance with applicable legal requirements. If Grantee will use any subgrantees/subrecipients to perform the Agreement, Grantee is responsible for ensuring they are also in compliance with the California Attorney General's Registry of Charitable Trusts at the time of grant execution and for the duration of the agreement. Any failure by Grantee or any subgrantees/subrecipients to remain in good standing with applicable requirements shall be a material breach of this Agreement.

(d) Section 9.5 Infringement Indemnity.

Section 9.5 Infringement and Indemnity is hereby added in its entirety to read as follows in Article 9:

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

(e) Section 15.1 Requirements.

Section 15.1 Requirements is hereby revised in its entirety to read as follows:

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
990 EDDY STREET
San Francisco, CA 94109
Attn: ELLEN HAMMERLE, CEO
Email: ehammerle@catholiccharitiessf.org

Any notice of default must be sent by registered mail.

(f) Section 17.6 Entire Agreement.

Section 17.6 Entire Agreement is hereby revised in its entirety to read as follows in Article 16:

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, Definition of Eligible Expenses
Appendix B, Definition of Grant Plan
Appendix C, Form of Funding Request
Appendix D, Interests in Other City Contracts
Appendix E, Reserved
Appendix F, Reserved
Appendix G, State/Federal Funding Terms
Appendix H, Permitted Subgrantees
Appendix I, Reserved
Appendix J, Dispute Resolution Procedure
Appendix K, Reserved

(g) Section 16.21 Compliance with Other Laws.

Section 16.21 Compliance with Other Laws is hereby revised in its entirety to read as follows in Article 16:

16.21 Compliance with Other Laws.

(a) 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.

(b) Grantee represents that it is in good standing with the California Attorney General's Registry of Charitable Trusts and will remain in good standing during the term of this Agreement. Grantee shall immediately notify City of any change in its eligibility to perform under the Agreement. Upon City request, Grantee shall provide documentation demonstrating its compliance with applicable legal requirements. If Grantee will use any subcontractors/subgrantees/subrecipients to perform the Agreement, Grantee is responsible for ensuring they are also in compliance with the California Attorney General's Registry of Charitable Trusts at the time of grant execution and for the duration of the agreement. Any failure by Grantee or any subcontractors/subgrantees/subrecipients to remain in good standing with applicable requirements shall be a material breach of this Agreement.

(h) Section 17.15 Applicable Law.

Section 17.15 Applicable Law is hereby added in its entirety to read as follows in Article 17:

17.15 Applicable Law. This Agreement will be governed by, construed, and enforced in accordance with the laws of the State of California and City's Charter. Any legal suit, action, or proceeding arising out of or relating to this Agreement shall be instituted in the Superior Court for the City and County of San Francisco, and each party agrees to the exclusive jurisdiction of such court in any such suit, action, or proceeding (excluding bankruptcy matters). The parties irrevocably and unconditionally waive any objection to the laying of venue of any suit, action, or proceeding in such court and irrevocably waive and agree not to plead or claim that any suit, action, or proceeding brought in San Francisco Superior Court relating to this Agreement has been brought in an inconvenient forum. The Parties also unconditionally and irrevocably waive any right to remove any such suit, action, or proceeding to Federal Court.

(i) Article 18 Department Data and Security.

Article 18 Department Data and Security is hereby replaced in its entirety to read as follows:

18.1 Nondisclosure of Private, Proprietary or Confidential Information.

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

18.1.2 City Data; Confidential Information. In the performance of Services, Grantee may have access to, or collect on City's behalf, City Data, which may include proprietary or Confidential Information that if disclosed to third parties may damage City. If City discloses proprietary or Confidential Information to Grantee, or Grantee collects such information on City's behalf, such information must be held by Grantee in confidence and used only in performing the Agreement. Grantee shall exercise the same standard of care to protect such information as a reasonably prudent grantee would use to protect its own proprietary or Confidential Information.

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

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

The parties acknowledge that 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) (1-10-2024)
 1. SFDPH Attachment 1 Privacy Attestation (06-07-2017)
 2. SFDPH Attachment 2 Data Security Attestation (06-07-2017)
 3. SFDPH Attachment 3 Protected Information Destruction Order Purge Certification (01-10-2024)
2. ☒ **NOT do any of the activities listed above in subsection 1.** Grantee is not a Business Associate of CITY/SFDPH. Appendix E and attestations are not required for the purposes of this Agreement.

18.4 Management of City Data.

18.4.1 Use of City Data. Grantee agrees to hold City Data received from, or created or collected on behalf of, City, in strictest confidence. Grantee shall not use or disclose City Data except as permitted or required by the Agreement or as otherwise authorized in writing by City. Any work by Grantee or its authorized subcontractors using, or sharing or storage of, City Data outside the continental United States is prohibited, absent prior written authorization by City. Access to City Data must be strictly controlled and limited to Grantee's staff assigned to this project on a need-to-know basis only. City Data shall not be distributed, repurposed or shared across other applications, environments, or business units of Grantee. Grantee is provided a limited non-exclusive license to use City Data 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 City Data, by implication, estoppel or otherwise, under copyright or other intellectual property rights, to any third-party. Unauthorized use of City Data by Grantee, subcontractors or other third parties is prohibited. For purpose of this requirement, the phrase "unauthorized use" means the data mining or processing of data, stored or transmitted by the service, for commercial purposes, advertising or advertising-related purposes, or for any purpose other than security or service delivery analysis that is not explicitly authorized.

18.4.2 Disposition of City Data. Upon request of City or termination or expiration of this Agreement, Grantee shall promptly, but in no event later than thirty (30) calendar days, return all City Data given to, or collected or created by Grantee on City's behalf, which includes all original media. Once Grantee has received written confirmation from City that City Data has been successfully transferred to City, Grantee shall within ten (10) business days clear or purge all City Data from its servers, any hosted environment Grantee has used in performance of this Agreement, including its subcontractor's environment(s), work stations that were used to process the data or for production of the data, and any other work files stored by Grantee in whatever medium. Grantee shall provide City with written certification that such purge occurred within five (5) business days of the purge. Secure disposal shall be accomplished by "clearing," "purging" or "physical destruction," in accordance with National Institute of Standards and Technology (NIST) Special Publication 800-88 or most current industry standard.

18.5. Ownership of City Data. The Parties agree that as between them, all rights, including all intellectual property rights, in and to City Data and any derivative works of City Data is the exclusive property of City.

18.6 Loss or Unauthorized Access to City's Data; Security Breach Notification. Grantee shall comply with all applicable laws that require the notification to individuals in the event of unauthorized release of PII, PHI, or other event requiring notification. Grantee shall notify City of any actual or potential exposure or misappropriation of City Data (any "Leak") within twenty-four (24) hours of the discovery of such, but within twelve (12) hours if the Data Leak involved PII or PHI. Grantee, at its own expense, will reasonably cooperate with City and law enforcement authorities to investigate any such Leak and to notify injured or potentially injured parties. Grantee shall pay for the provision to the affected individuals of twenty-four (24) months of free credit monitoring services, if the Leak involved information of a nature reasonably necessitating such credit

monitoring. The remedies and obligations set forth in this subsection are in addition to any other City may have. City shall conduct all media communications related to such Leak.

18.7 Protected Health Information. Grantee, all subcontractors, all agents and employees of Grantee and any subcontractor 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 Agreement. 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 Contract. In the event that City pays a regulatory fine, and/or is assessed civil penalties or damages through private rights of action, based on an impermissible use or disclosure of protected health information given to Grantee or its subcontractors 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 Contract.

(j) Section 19.6.3 City Program Scope Reduction.

Section 19.6.3 City Program Scope Reduction is hereby amended to read as follows in Article 19:

19.6.3 Reserved.

(k) Section 19.7 Prevention of Fraud, Waste and Abuse.

Section 19.7 Prevention of Fraud, Waste and Abuse is hereby added in its entirety to read as follows in Article 19:

19.7 Prevention of Fraud, Waste and Abuse. Grantee shall comply with all laws designed to prevent fraud, waste, and abuse, including, but not limited to, provisions of state and Federal law applicable to healthcare providers and transactions, such as the False Claims Act (31 U.S.C. § 3729 et seq.), the Anti-Kickback Statute (42 U.S.C. § 1320a-7b(b)), the Physician Self-Referral Law (Stark Law, 42 U.S.C. § 1395nn), and California Business & Professions Code § 650. Grantee shall immediately notify City of any suspected fraud, waste, and abuse under state or federal law.

The Appendices listed below are Amended as follows:

(l) Appendix B. Appendix B is hereby replaced in its entirety by Appendix B, attached to this Amendment and fully incorporated within the Agreement. To the extent the Agreement refers to Appendix B in any place, the true meaning shall be Appendix B, which is a correct and updated version. Dated: Amendment 09/01/2025.

(m) Attachment 1.1 of Appendix B. Appendix A-1 is hereby replaced in its entirety by Attachment 1.1 of Appendix B, attached to this Amendment and fully incorporated within the Agreement. To the extent the Agreement refers to Attachment 1.1 of Appendix B in any place, the true meaning shall be Attachment 1.1 of Appendix B, which is a correct and updated version. Dated: Amendment 09/01/2025.

(n) **Attachment 2 of Appendix B.** Appendix B Calculation of Charges is hereby replaced in its entirety by Attachment 2 of Appendix B, attached to this Amendment and fully incorporated within the Agreement. To the extent the Agreement refers to Attachment 2 of Appendix B in any place, the true meaning shall be Attachment 2 of Appendix B, which is a correct and updated version. Dated: Amendment 09/01/2025.

(o) **Attachment 2.1d of Appendix B.** Appendix B-1d is hereby replaced in its entirety by Attachment 2.1d of Appendix B, attached to this Amendment and fully incorporated within the Agreement. To the extent the Agreement refers to Attachment 2.1d of Appendix B in any place, the true meaning shall be Attachment 2.1d of Appendix B, which is a correct and updated version. Dated: Amendment 09/01/2025.

(p) **Attachment 2.1e of Appendix B.** Attachment 2.1e of Appendix B is hereby added to this Amendment and fully incorporated within the Agreement. Dated: Amendment 09/01/2025.

(q) **Attachment 2.1f of Appendix B.** Attachment 2.1f of Appendix B is hereby added to this Amendment and fully incorporated within the Agreement. Dated: Amendment 09/01/2025.

(r) **Attachment 2.1g of Appendix B.** Attachment 2.1g of Appendix B is hereby added to this Amendment and fully incorporated within the Agreement. Dated: Amendment 09/01/2025.

(s) **Attachment 2.1h of Appendix B.** Attachment 2.1h of Appendix B is hereby added to this Amendment and fully incorporated within the Agreement. Dated: Amendment 09/01/2025.

(t) **Attachment 2.1i of Appendix B.** Attachment 2.1i of Appendix B is hereby added to this Amendment and fully incorporated within the Agreement. Dated: Amendment 09/01/2025.

(u) **Appendix C.** Appendix C is hereby replaced in its entirety by Appendix C, attached to this Amendment and fully incorporated within the Agreement. To the extent the Agreement refers to Appendix C in any place, the true meaning shall be Appendix C, which is a correct and updated version. Dated: Amendment 09/01/2025.

(v) **Appendix C-1d.** Appendix F-1d is hereby replaced in its entirety by Appendix C.1d, attached to this Amendment and fully incorporated within the Agreement. To the extent the Agreement refers to Appendix C-1d in any place, the true meaning shall be Appendix C-1d, which is a correct and updated version. Dated: Amendment 09/01/2025.

(w) **Appendix C-1e.** Appendix C-1e is hereby added to this Amendment and fully incorporated within the Agreement. Dated: Amendment 09/01/2025.

(x) **Appendix C-1f.** Appendix C-1f is hereby added to this Amendment and fully incorporated within the Agreement. Dated: Amendment 09/01/2025.

(y) **Appendix C-1g.** Appendix C-1g is hereby added to this Amendment and fully incorporated within the Agreement. Dated: Amendment 09/01/2025.

(z) **Appendix C-1h.** Appendix C-1h is hereby added to this Amendment and fully incorporated within the Agreement. Dated: Amendment 09/01/2025.

(aa) **Appendix C-1i.** Appendix C-1i is hereby added to this Amendment and fully incorporated within the Agreement. Dated: Amendment 09/01/2025.

(bb) **Appendix D.** Appendix D is hereby replaced in its entirety by Appendix D, attached to this Amendment and fully incorporated within the Agreement. To the extent the Agreement refers to Appendix D in any place, the true meaning shall be Appendix D, which is a correct and updated version. Dated: Amendment 09/01/2025.

(cc) **Appendix E.** Appendix E is hereby replaced in its entirety by Appendix E, attached to this Amendment and fully incorporated within the Agreement. To the extent the Agreement refers to Appendix E in any place, the true meaning shall be Appendix E, which is a correct and updated version. . Dated: Amendment 09/01/2025.

(dd) **Appendix H.** Appendix H is hereby replaced in its entirety by Appendix H, attached to this Amendment and fully incorporated within the Agreement. To the extent the Agreement refers to Appendix H in any place, the true meaning shall be Appendix H, which is a correct and updated version. Dated: Amendment 09/01/2025.

(ee) **Appendix K.** Appendix K is hereby replaced in its entirety by Appendix K, attached to this Amendment and fully incorporated within the Agreement. To the extent the Agreement refers to Appendix K in any place, the true meaning shall be Appendix K, which is a correct and updated version. Dated: Amendment 09/01/2025.

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

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

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to the Grant Agreement to be duly executed as of the date first specified herein.

CITY
DEPARTMENT OF PUBLIC HEALTH

GRANTEE:
CATHOLIC CHARITIES

By: _____
Daniel Tsai
Director of Health
San Francisco Department of Public Health

Signed by:
By: Dr. Ellen Hammerle 10/14/2025 | 1:54:33 PDT
D600F819775A4A2...

Print Name: Ellen Hammerle, PhD

Approved as to Form:

Title: Chief Executive Director

David Chiu
City Attorney

Federal Tax ID #: 94-1498472

City Vendor Number: 0000023239

By: _____
Deputy City Attorney

Appendix B--Definition of Grant Plan

1. General Grant Plan Terms

A. Grant Administrator:

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

B. Reports:

Grantee shall comply and submit reports as required in Article 6 of the Agreement. Including required reports outlined in the delivery of the scope of services.

C. Evaluation:

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

The City agrees that any final City evaluation reports generated through the City evaluation program shall be made available to Grantee within thirty (30) working days. Grantee 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:

Grantee 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 fulfill the terms of the Grant Plan. Failure to maintain these licenses and permits shall constitute a material breach of this Agreement.

E. Adequate Resources:

Grantee agrees that it has secured or shall secure at its own expense all persons, employees and equipment required to fulfill the terms of the Grant Plan required under this Agreement.

F. Infection Control, Health and Safety:

(1) Grantee must have a Bloodborne Pathogen (BBP) Exposure Control plan for its employees, agents and Sub-Grantees 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) Grantee must demonstrate personnel policies/procedures for protection of its employees, agents, Sub-Grantees 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) Grantee 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) Grantee is responsible for site conditions, equipment, health and safety of their employees, and all other persons who work or visit the job site.

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

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

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

G. Aerosol Transmissible Disease Program, Health and Safety:

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

(4) Grantee 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.

H. Acknowledgment of Funding:

Grantee 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."

I. Grievance Procedure:

Grantee 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. Grantee 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.

J. Quality Assurance:

Grantee agrees to develop and implement a Quality Assurance Plan based on internal standards established by Grantee 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:

Grantee recognizes that funding for this Agreement is provided to the City through federal, state or private foundation awards. Grantee 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.

Grantee agrees that funds received by Grantee 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 Grantee from its billings to the City to ensure that no portion of the City's reimbursement to Grantee is duplicated.

2. Detailed Grant Plan

A. Attachment 1 Grant Plans

Grant Plan Attachment	Grant Plan Term	Funding Source
Attachment 1 Grant Plan Summary Appendix A	07/01/21-06/30/31	General Fund
Attachment 1.1 HIV Assisted Housing Subsidies Program Appendix A-1	07/01/21-06/30/31	General Fund

B. Attachment 2 Grant Budget

C. Attachment 2.1 Grant Budget Detail

Grant Budget Detail Attachment	Grant Budget Detail Term	Funding Source
Attachment 2 Grant Budget Summary Appendix B	07/01/21-06/30/31	General Fund
Attachment 2.1 HIV Assisted Housing Subsidies Program Appendix B-1	07/01/21-06/30/22	General Fund
Attachment 2.1a HIV Assisted Housing Subsidies Program Appendix B-1a	07/01/22-06/30/23	General Fund
Attachment 2.1b HIV Assisted Housing Subsidies Program Appendix B-1b	07/01/23-06/30/24	General Fund
Attachment 2.1c HIV Assisted Housing Subsidies Program Appendix B-1c	07/01/24-06/30/25	General Fund
Attachment 2.1d HIV Assisted Housing Subsidies Program Appendix B-1d	07/01/25-06/30/26	General Fund
Attachment 2.1e HIV Assisted Housing Subsidies Program Appendix B-1e	07/01/26-06/30/27	General Fund
Attachment 2.1f HIV Assisted Housing Subsidies Program Appendix B-1f	07/01/27-06/30/28	General Fund

Attachment 2.1g HIV Assisted Housing Subsidies Program Appendix B-1g	07/01/28-06/30/29	General Fund
Attachment 2.1h HIV Assisted Housing Subsidies Program Appendix B-1h	07/01/29-06/30/30	General Fund
Attachment 2.1i HIV Assisted Housing Subsidies Program Appendix B-1i	07/01/30-06/30/31	General Fund

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 Sub-Grantees of Grantee, will be paid unless the provider received advance written approval from the City Attorney.

Attachment 1.1 of Appendix B

Catholic Charities CYO
HIV Assisted Housing and Health Program (AHHP)

Appendix A- 1
07/01/21- 06/30/31
General Fund

1. IDENTIFIERS

Program Name Catholic Charities CYO (CCCYO) /Assisted Housing Program
Program Address/Phone 990 Eddy St., SF CA 94109, www.catholiccharitiessf.org
Contractor Address/Phone 990 Eddy St., SF CA 94109, 415-972-1200, Fax: 415-972-1202
Program Contacts Lucia Lopez, Program Director, 415-972-1235, llopez@catholiccharitiessf.org
 Stephanie Godt, Associate Deputy Director, 415-202-0940, sgodt@catholiccharitiessf.org
 Ellen Hammerle, CEO, 415-972-1344, ehammerle@catholiccharitiessf.org
 Rory Shiels, CFO, 415-972-1202, rshiels@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. OUTREACH EFFORTS

Catholic Charities will service all regardless of their race, ethnicity, gender, sexual orientation or national origin. To ensure vulnerable populations have knowledge of and access to these services, Catholic Charities' outreach efforts will include but are not limited to meet the unique need of 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 600%, previously 500% of the Federal Poverty Level (FPL) as defined by the US Department of Health and Human Services. The shift from 500% to 600% occurred in January 2025 to align with California State Office of AIDS requirements.

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 HCC, previously ARIES.

5. MODALITIES and INTERVENTIONS:

See Appendix B for UOS/UDC.

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

Attachment 1.1 of Appendix B

Catholic Charities CYO
HIV Assisted Housing and Health Program (AHHP)

Appendix A- 1
07/01/21- 06/30/31
General Fund

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

Locations

The Assisted Housing office is located at 990 Eddy Street, SF CA 94109. 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 – Please note that the new database that has replaced ARIES is HIV Care Connect (HCC)

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 HCC, previously ARIES database. If the client is found in the HCC, previously ARIES database this serves as documentation of HIV Diagnosis because HCC, previously ARIES contains only HIV positive individuals.
2. If the potential new client is not named in HCC, previously 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

Attachment 1.1 of Appendix B

Catholic Charities CYO
HIV Assisted Housing and Health Program (AHHP)

Appendix A- 1
07/01/21- 06/30/31
General Fund

release the 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 a member of the provider's staff.

Income Eligibility and Verification

Partial rent or shallow subsidies are based on verified monthly income. Clients must have an 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
- Social Security documents
- bank statements
- personal tax returns
- benefits statements

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 \$400 per month per leaseholder
- Income $\leq$ 30% of HUD median income for heads of household with dependent children are eligible for a subsidy of \$500 per month (available only for 4 clients)
- As of September 1, 2025 subsidy amount will change to \$450 per month for heads of household without dependent children and \$550 per month for heads of household with dependent children. 30% of HUD median income is \$32,750 per year or \$2,729 per month for 2025.

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. 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 who 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

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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 HCC, previously 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 clients, 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 the client or landlord.
- 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, and 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.

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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 HCC, previously ARIES database, internal program data collection, rental leases, and 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.

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 DHS Access Points for assistance. The assistance will be in the form of problem-solving solving including ONE System enrollment, shelter referrals, and diversion assistance as applicable.

Exits/Referrals to Other Housing Resources

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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 the 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, as needed

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).

HIV Care Connect (HCC), previously ARIES Database

Catholic Charities AHHP collects and submits all required data through HCC, previously the AIDS Regional Information and Evaluation System (ARIES). HCC, previously ARIES is a client management system designed for Ryan White CARE Act providers. HCC, previously ARIES enhances care provided to clients with HIV by helping agencies automate, plan, manage, and report on client data and services. HCC, previously ARIES is applicable for all Ryan White-eligible clients receiving services paid with any HHS source of funding. HCC, previously ARIES protects client records by ensuring only authorized agencies have access. HCC, previously 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, HCC, previously 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 HCC, previously ARIES and complies with HHS policies and procedures for collecting and maintaining timely, complete, and accurate unduplicated client and service information in HCC, previously ARIES. Registration data is entered into HCC, previously 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 HCC, previously ARIES to access the HIV Health Services funded subsidies. The Program Director reviews the HCC, previously ARIES Reports of UOS and UDC to ensure the proposed contract targets are achieved.

ARIES, the former client database of record, was decommissioned in April 05 2025 and replaced by HIV Care Connect.

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,

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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; and help clients find solutions to housing problems through financial assistance, housing advocacy, and 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 assists 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, and information referral services.

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

Assistant Deputy Director: This position is partially funded through the contract's General Fund with the balance through other funding sources. Staff supervision; develops, implements, evaluates prog P & P, standards; determines program service levels; ensures program reports & audits are complete; develops, monitors budgets, ensures prog oversight according to best practices; develop & maintain positive professional relations w collaborative providers, clients, funders, and communities.

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 the internet, healthcare agencies, local colleges/schools, the 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 document entitled: [Performance Objectives | SF.gov](#). Catholic Charities will be required to participate in an annual contract monitoring conducted by the Business Office of Contract Compliance (BOCC) per DPH Business Office's BOCC Policies and Procedures. Catholic Charities will fulfill the requirement found in the programs declaration of compliance.

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
- AHHP staff participates in staff meetings, bi-weekly Case Conferences
- AHHP staff attend various trainings within Catholic Charities and/or with outside entities

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- 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
- AHHP 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

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 HCC, previously ARIES database and the Catholic Charities –CARES System, a web-based Data Inventory and Case Management system.
- Data Collected

HCC, previously ARIES Client (yes/no)	Living Arrangement	Health Status –Last 6 mos.
HIV Status & Source	Monthly Rent Payment	Medical Insurance Status
Veteran	Income to Rent Ratio	Primary Health Provider
Ethnicity	Other Service Providers	Living Situation last 12 mos.
Sexual Orientation	Gross Monthly Income & Source	Current Living Situation
Homeless (yes/no)	Section 8 Wait List Information	
Special Populations - Substance Use – Mental Illness, etc.		

- 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 understands that DPH audits all contractors to that effect, as evidenced by the following:

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- 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 the 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 the 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 the 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.

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) HCC, previously ARIES Database: See Methodology, Page 7
- g) Objectives: See Objectives, Page 8
- h) Standards of Care: See CQI, Page 8

ATTACHMENT 2 of Appendix B Grant Budget Summary

1. Estimated Funding Allocations by Funding Source

Grant Plan	Grant Plan Term	Funding Source	Estimated Funding Allocation	Type
Attachment 2.1 Appendix B-1	07/01/21-06/30/22	General Fund	\$1,090,930	Original
Attachment 2.1 Appendix B-1	07/01/21-06/30/22	General Fund	\$ 67,001	RPB #1
Attachment 2.1a Appendix B-1a	07/01/22-06/30/23	General Fund	\$1,090,930	Original
Attachment 2.1a Appendix B-1a	07/01/22-06/30/23	General Fund	\$ 67,001	RPB #1
Attachment 2.1a Appendix B-1a	07/01/22-06/30/23	General Fund	\$46,317	RPB #2
Attachment 2.1b Appendix B-1b	07/01/23-06/30/24	General Fund	\$1,090,930	Original
Attachment 2.1b Appendix B-1b	07/01/23-06/30/24	General Fund	\$ 67,001	RPB #1
Attachment 2.1b Appendix B-1b	07/01/23-06/30/24	General Fund	\$46,317	RPB #2
Attachment 2.1b Appendix B-1b	07/01/23-06/30/24	General Fund	\$57,202	RPB #3
Attachment 2.1b Appendix B-1b	07/01/23-06/30/24	General Fund	(\$80,991)	RPB #4
Attachment 2.1c Appendix B-1c	07/01/24-06/30/25	General Fund	\$1,090,930	Original
Attachment 2.1c Appendix B-1c	07/01/24-06/30/25	General Fund	\$ 67,001	RPB #1
Attachment 2.1c Appendix B-1c	07/01/24-06/30/25	General Fund	\$46,317	RPB #2
Attachment 2.1c Appendix B-1c	07/01/24-06/30/25	General Fund	\$57,202	RPB #3
Attachment 2.1c Appendix B-1c	07/01/24-06/30/25	General Fund	\$ 31,536	RPB #4
Attachment 2.1c Appendix B-1c	07/01/24-06/30/25	General Fund	\$ 0 (no-cost mod)	RPB #5
Attachment 2.1d Appendix B-1d	07/01/25-06/30/26	General Fund	\$1,090,930	Original
Attachment 2.1d Appendix B-1d	07/01/25-06/30/26	General Fund	\$ 67,001	RPB #1
Attachment 2.1d Appendix B-1d	07/01/25-06/30/26	General Fund	\$46,317	RPB #2
Attachment 2.1d Appendix B-1d	07/01/25-06/30/26	General Fund	\$ 57,202	RPB #4
Attachment 2.1 Appendix B-1	07/01/21-06/30/22	General Fund	(\$ 80,295)	AMD#1
Attachment 2.1a Appendix B-1a	07/01/22-06/30/23	General Fund	(\$ 207,055)	AMD#1
Attachment 2.1d Appendix B-1d	07/01/25-06/30/26	General Fund	\$44,466	AMD#1
Attachment 2.1e Appendix B-1e	07/01/26-06/30/27	General Fund	\$1,324,199	AMD#1
Attachment 2.1f Appendix B-1f	07/01/27-06/30/28	General Fund	\$1,324,199	AMD#1
Attachment 2.1g Appendix B-1g	07/01/28-06/30/29	General Fund	\$1,324,199	AMD#1
Attachment 2.1h Appendix B-1h	07/01/29-06/30/30	General Fund	\$1,324,199	AMD#1
Attachment 2.1i Appendix B-1i	07/01/30-06/30/31	General Fund	\$1,324,199	AMD#1
Subtotal Award			\$ 12,475,185	
Contingency			\$ 951,229	
Total NTE			\$ 13,426,414	

2. Method of Payment

A. For the purposes of this Section, “General Fund” shall mean all those funds, which are not Work Order or Grant funds. “General Fund Appendices” shall mean all those appendices, which include General Fund monies. Compensation for all SERVICES provided by CONTRACTOR shall be paid in the following manner

(1) For Eligible Expenses reimbursable by Cost Reimbursement (Monthly Reimbursement for Actual Expenditures within Grant Budget)

Grantee shall submit a monthly Funding Request in the format attached, Appendix C, and in a form acceptable to the Grant Administrator, by the fifteenth (15th) calendar day of each month for reimbursement of the actual costs of the Eligible Expenses of the preceding month. Eligible Expenses are reimbursable only after incurred by the Grantee and in no case in advance.

3. Contingency Amount

A. Grantee understands that, of the maximum dollar obligation listed in Section 5.1 of this Agreement, **\$951,229** 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 Grant 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.

4. Revisions to the Grant Budget

A. Grantee agrees to comply with its Grant Budgets of Appendix B. Changes to the Grant Budget that do not increase or reduce the Maximum Amount of Grant Funds listed in Section 5.1 of the Agreement are subject to the provisions of the Department of Public Health Policy/Procedure Regarding Contract Budget Changes. Grantee agrees to comply fully with that policy/procedure.

B. Grantee understands that the CITY may need to adjust funding sources and funding allocations and agrees that these needed adjustments will be executed in accordance with Section 19.6 of this Agreement. In event that such funding source or funding allocation is terminated or reduced, this Agreement shall be terminated or proportionately reduced accordingly. In no event will Grantee be entitled to compensation in excess of these amounts for these periods without there first being a modification as provided for in Section 17.2 of the Agreement or a revision to Grant Budget, as provided for in Section 19.6 section of this Agreement.

C. The amount for each fiscal year, to be used in Grant Budget and available to Grantee for that fiscal year shall conform with the Grant Plan, Grant Budget and Cost Reporting Data Collection form, as approved by the City's Department of Public Health based on the City's allocation of funding for services for that fiscal year.

Attachment 2 of Appendix B

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

CID #:	1000020913										Appendix B 07/01/21 - 06/30/31
DPH Section:	HIV Health Services										
Check one: ☐ Original Agreement ☒ Amendment ☐ Revision to Program Budgets										Current Fund Notice: 7/28/25	
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	A-1/B-1e	A-1/B-1f	A-1/B-1g	A-1/B-1h	A-1/B-1i	
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	7/01/26-6/30/27	7/01/27-6/30/28	7/01/28-6/30/29	7/01/29-6/30/30	7/01/30-6/30/31	
EXPENSES											
Salaries	\$ 159,316	\$ 208,494	\$ 220,510	\$ 179,781	\$ 192,444	\$ 189,426	\$ 189,426	\$ 189,426	\$ 189,426	\$ 189,426	\$ 1,907,675
Employee Benefits	\$ 50,502	\$ 66,091	\$ 71,666	\$ 61,126	\$ 67,355	\$ 66,299	\$ 66,299	\$ 66,299	\$ 66,299	\$ 66,299	\$ 648,235
Total Personnel Expenses	\$ 209,818	\$ 274,585	\$ 292,176	\$ 240,907	\$ 259,799	\$ 255,725	\$ 255,725	\$ 255,725	\$ 255,725	\$ 255,725	\$ 2,555,910
Employee Fringe Benefit Rate	31.7%	31.7%	32.5%	34.0%	35.0%	35.0%	35.0%	35.0%	35.0%	35.0%	34.0%
Operating Expense	\$ 797,079	\$ 772,587	\$ 804,737	\$ 883,429	\$ 875,780	\$ 895,752	\$ 895,752	\$ 895,752	\$ 895,752	\$ 895,752	\$ 8,612,372
Subtotal Direct Costs	\$ 1,006,897	\$ 1,047,172	\$ 1,096,913	\$ 1,124,336	\$ 1,135,579	\$ 1,151,477	\$ 1,151,477	\$ 1,151,477	\$ 1,151,477	\$ 1,151,477	\$ 11,168,283
Indirect Cost Amount	\$ 151,034	\$ 157,076	\$ 164,537	\$ 168,650	\$ 170,337	\$ 172,722	\$ 172,722	\$ 172,722	\$ 172,722	\$ 172,722	\$ 1,675,243
Indirect Cost Rate (%)	15.0%	15.0%	15.0%	15.0%	15.0%	15.0%	15.0%	15.0%	15.0%	15.0%	15.0%
Total Expenses	\$ 1,157,931	\$ 1,204,248	\$ 1,261,450	\$ 1,292,986	\$ 1,305,916	\$ 1,324,199	\$ 1,324,199	\$ 1,324,199	\$ 1,324,199	\$ 1,324,199	\$ 12,843,526
REVENUES & FUNDING SOURCES											
DPH Funding Sources (select from drop-down list)											
HHS COUNTY GF	1,157,931	1,204,248	1,261,450	1,292,986	1,305,916	1,324,199	1,324,199	1,324,199	1,324,199	1,324,199	12,843,526
Reduce unspent \$	(80,295)	(207,055)	(80,991)								(368,341)
Total DPH Revenues	\$ 1,077,636	\$ 997,193	\$ 1,180,459	\$ 1,292,986	\$ 1,305,916	\$ 1,324,199	\$ 1,324,199	\$ 1,324,199	\$ 1,324,199	\$ 1,324,199	12,475,185
											-
Total Non-DPH Revenues	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Revenues (DPH/Non-DPH)	\$ 1,077,636	\$ 997,193	\$ 1,180,459	\$ 1,292,986	\$ 1,305,916	\$ 1,324,199	\$ 1,324,199	\$ 1,324,199	\$ 1,324,199	\$ 1,324,199	\$ 12,475,185
Cost Reimbursement (CR)	*****COST REIMBURSEMENT*****										
Prepared By	Mandy Ly, Senior Contracts Administrator, 415-972-1260										

Attachment 2 of Appendix B

UOS & UDC TABLE					
Contractor/Vendor:	Catholic Charities CYO				
Program Name:	Assisted Housing Program				
Total Contract:	\$12,475,185				
Funding Source:	General Fund				
System of Care:	HHS				
CID#	1000020913				
FN Date, #	07/28/20025, #7				
Year	2021-2022				
Program	Catholic Charities Rental Subsidies				
Funding Source	SFGF				
Appendices	A-1 / B-1				
Amount	\$1,077,636				
Term	7/1/2021 - 6/30/2022				
Services	Clients	Days	Occupancy	UOS	UDC
Rental Subsidy Days	240	365	95.00%	83220	240
TOTAL				83220	240
Year	2022-2023				
Program	Catholic Charities Rental Subsidies				
Funding Source	SFGF				
Appendices	A-1 / B-1a				
Amount	\$997,193				
Term	7/1/2022 - 6/30/2023				
Services	Clients	Days	Occupancy	UOS	UDC
Rental Subsidy Days	240	365	95.00%	83220	240
TOTAL				83220	240
Year	2023-2024				
Program	Catholic Charities Rental Subsidies				
Funding Source	SFGF				
Appendices	A-1 / B-1b				
Amount	\$1,180,459				
Term	7/1/2023 - 6/30/2024				
Services	Clients	Days	Occupancy	UOS	UDC
Rental Subsidy Days	154	365	95.00%	53400	154
TOTAL				53400	154

Attachment 2 of Appendix B

Year	2024-2025				
Program	Catholic Charities Rental Subsidies				
Funding Source	SFGF				
Appendices	A-1 / B-1c				
Amount	\$1,292,986				
Term	7/1/2024 - 6/30/2025				
Services	Clients	Days	Occupancy	UOS	UDC
Rental Subsidy Days	154	365	95.00%	53400	154
TOTAL				53400	154
Year	2025-2026				
Program	Catholic Charities Rental Subsidies				
Funding Source	SFGF				
Appendices	A-1 / B-1d				
Amount	\$1,305,916				
Term	7/1/2025 - 6/30/2026				
Services	Clients	Days	Occupancy	UOS	UDC
Rental Subsidy Days	154	365	95.00%	53400	154
TOTAL				53400	154
Year	2026-2027				
Program	Catholic Charities Rental Subsidies				
Funding Source	SFGF				
Appendices	A-1 / B-1e				
Amount	\$1,324,199				
Term	7/1/2026 - 6/30/2027				
Services	Clients	Days	Occupancy	UOS	UDC
Rental Subsidy Days	154	365	95.00%	53400	154
TOTAL				53400	154
Year	2027-2028				
Program	Catholic Charities Rental Subsidies				
Funding Source	SFGF				
Appendices	A-1 / B-1f				
Amount	\$1,324,199				
Term	7/1/2027 - 6/30/2028				
Services	Clients	Days	Occupancy	UOS	UDC
Rental Subsidy Days	154	365	95.00%	53400	154
TOTAL				53400	154

Attachment 2 of Appendix B

Year	2028-2029				
Program	Catholic Charities Rental Subsidies				
Funding Source	SFGF				
Appendices	A-1 / B-1g				
Amount	\$1,324,199				
Term	7/1/2028 - 6/30/2029				
Services	Clients	Days	Occupancy	UOS	UDC
Rental Subsidy Days	154	365	95.00%	53400	154
TOTAL				53400	154
Year	2029-2030				
Program	Catholic Charities Rental Subsidies				
Funding Source	SFGF				
Appendices	A-1 / B-1h				
Amount	\$1,324,199				
Term	7/1/2029 - 6/30/2030				
Services	Clients	Days	Occupancy	UOS	UDC
Rental Subsidy Days	154	365	95.00%	53400	154
TOTAL				53400	154
Year	2030-2031				
Program	Catholic Charities Rental Subsidies				
Funding Source	SFGF				
Appendices	A-1 / B-1i				
Amount	\$1,324,199				
Term	7/1/2030 - 6/30/2031				
Services	Clients	Days	Occupancy	UOS	UDC
Rental Subsidy Days	154	365	95.00%	53400	154
TOTAL				53400	154
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.				

Attachment 2.1d of Appendix B

Contractor: Catholic Charities				Appendix: B-1d				
Program: Assisted Housing Program				Appendix Term: 07/01/25-06/30/26				
Full Contract Term: 07/01/21-06/30/31				Funding Source: GF				
UOS COST ALLOCATION BY SERVICE MODE								
Service Modes:		Rental Subsidy Day						
Position Titles	Annualized FTE	Salaries	% FTE	Salaries	% FTE	Salaries	% FTE	Totals
Case Manager (Housing Specialist)	2.18	131,589	100%					131,589
Program Coordinator	0.15	10,131	100%					10,131
Program Director	0.50	44,243	100%					44,243
Associate Deputy Director	0.05	6,481	100%					6,481
Total FTE & Salaries	2.88	192,444	100%					192,444
Fringe Benefits	35.00%	67,355	100%					67,355
Total Personnel Expenses		259,799	100%					259,799
Operating Expenses		Expense	%	Expense	%	Expense	%	Totals
Total Occupancy		30,000	100%					30,000
Total Materials and Supplies		5,050	100%					5,050
Total General Operating		8,180	100%					8,180
Total Staff Travel		1,000	100%					1,000
Other (specify):								
Direct Assistance Rental Subsidies		821,000	100%					821,000
Direct Assistance Basic Needs		5,390	100%					5,390
Direct Assistance Back Rent		5,160	100%					5,160
Total Operating Expenses		875,780	100%					875,780
Total Direct Expenses		1,135,579	100%					1,135,579
Indirect Expenses 15.0%		170,337	100%					170,337
TOTAL EXPENSES		1,305,916	100%					1,305,916
Unit of Service Type		Rental Subsidy Days						
Number of UOS per Service Mode		53,400						53,400
Cost Per UOS by Service Mode		\$24.47						N/A
Number of UDC/NOC per Service Mode		154						154
Rev: 02/18								

Attachment 2.1d of Appendix B

BUDGET JUSTIFICATION

Contractor Name Catholic CharitiesProgram Name: Assisted Housing ProgramAppendix: B-1dAppendix Term: 07/01/25-06/30/26Funding Source: GF

1a) SALARIES

Staff Position 1	Case Manager (Housing Specialist)				
Brief duties related to this program and clients served	client intakes; help clients find solutions to housing problems through financial assistance, housing advocacy, info referral svcs.				
Degree, license (if applicable), experience	Min. Qualifications: BA and 1 yr of related experience in the human services industry.				
	Annual Salary	x Base FTE	x Mos per Yr	Annualized FTE if < 12 mo	Total
	60,362	2.18	12	N/A	\$ 131,589

Staff Position 2:	Program Coordinator				
Brief duties related to this program and clients served	assists staff with client-related svcs, maintains records for acctng& reporting; data entry, computer file mngt; client intakes; helps clients find solutions to housing problems through financial assistance, housing advocacy, info referral svcs.				
Degree, license (if applicable), experience	Min. Qualifications: Bachelor's in social svcs or related field, 4 yrs exp, or Master's w 2 yrs providing direct svcs & case mngt				
	Annual Salary	x Base FTE	x Mos per Yr	Annualized FTE if < 12 mo	Total
	67,538	0.15	12	N/A	\$ 10,131

Staff Position 3:	Program Director				
Brief duties related to this program and clients served	provides program oversight and day-to-day operations include but not limited to: initial risk assessment, staff supervision, client care and workflow. Requires working with a multidisciplinary team to assess patients ongoing needs.				
Degree, license (if applicable), experience	Min. Qualifications: HIV-related experience, 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.				
	Annual Salary	x Base FTE	x Mos per Yr	Annualized FTE if < 12 mo	Total
	88,485	0.50	12	N/A	\$ 44,243

Staff Position 4:	Associate Deputy Director				
Brief duties related to this program and clients served	Staff spvsn; develops, implements, evaluates prog P & P, standards; determines prog service levels; ensures prog reports & audits are complete; develops, monitors budgets, ensures prog oversight according to best practices; develop & maintain positive professional relations w collaborative providers, clients, funders, and communities.				
Degree, license (if applicable), experience	Min Quals: BA or MA in social work or related field, 5-7 yrs supervising staff, working in human svcs & direct client svcs.				
	Annual Salary	x Base FTE	x Mos per Yr	Annualized FTE if < 12 mo	Total
	129,610	0.05	12	N/A	\$ 6,481

Total FTE, Base: 2.880 Annualized: N/A

Attachment 2.1d of Appendix B

1b) EMPLOYEE FRINGE BENEFITS:

Total Salaries: \$ 192,444

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

	Component	Cost
	FICA	\$ 14,722
	SUTA/FUTA	\$ 635
	Worker's Comp.	\$ 693
	Retirement	\$ 9,622
	Flex (Health, Dental, etc) \$14,126.40 per FTE	\$ 40,684
	AD&D Life Insurance	\$ 1,020
	Cell/Commuter Stipend	\$ 1,123
	Other: Reduction of Benefits actuals	\$ (1,143.81)

Total Fringe Benefit: \$ 67,355

Fringe Benefit %: 35.00%

TOTAL SALARIES & EMPLOYEE FRINGE BENEFITS: \$ 259,799

2) OPERATING EXPENSES:

Occupancy: (HHS funded programs must use Appropriate Cost Allocation Methodology)

Expense Item	Concise/ Specific Description	Rate/Formula	Cost
Rent	Staff office space, (charges including utilities, phone, janitorial, shared costs etc.)	~\$868.06 per FTE x 2.88 FTE x12 mos	\$ 30,000
Total Occupancy:			\$ 30,000

Materials & Supplies:

Expense Item	Concise/ Specific Description	Rate/Formula	Cost
Office Supplies and Postage	General office supplies, computer costs, paper, and postage etc.	~\$1,579.86 per FTE/yr x 2.88 FTE	\$ 4,550
Printing/Reproduction	Printing supplies and charges (toner, stationary, etc) for client surveys, correspondence, etc.	~\$173.61 per FTE/yr x 2.88 FTE	\$ 500
Total Materials & Supplies:			\$ 5,050

General Operating:

Expense Item	Brief Description	Rate/Formula	Cost
Insurance	Property & General Liability.	~\$1,764 per FTE/yr x 2.88 FTE	\$ 5,080
Staff Training	Conferences, Mtgs, Trainings for staff, professional develop with outside vendor to meet the challenges of subsidy administration.	~\$347.22 per FTE/yr x 2.88 FTE	\$ 1,000
Rent Equip	IKON copier lease/maintenance.	~\$416.67 per FTE/yr x 2.88 FTE	\$ 1,200

Attachment 2.1d of Appendix B

Recruitment Costs	Job ads and fingerprinting costs for new employees. 2 Job Ads x \$125 per month x 3 months=\$750. 2 Fingerprinting cost x 75 per person = \$150. Total \$900 per year.	\$900 per year	\$ 900
Total General Operating:			\$ 8,180

Staff Travel:

Purpose of Travel	Location	Expense Item	Rate/Formula	Cost
For in-home case mngt [for shut-ins], home visits, annual recertifications. Mileage, Pkng & Tolls related to mtgs and trainings	Local & Out of Town.	Mileage, Parking & Tolls	~\$347.22 per FTE x 2.88 FTE	\$ 1,000
Total Staff Travel:			\$	1,000

Other:

Expense Item	Brief Description	Rate/Formula	Cost
Direct Assistance Rental Subsidies	Monthly partial rent subsidy payments paid directly to landlords on behalf of clients. 150 clients x \$400/month x 2 months = \$120,000 + 4 families x \$500/month x 2 months = \$4,000 150 clients x \$450/month x 10 months = \$675,000 + 4 families x \$550/month x 10 months = \$22,000.	\$120,000 + \$4,000 + \$675,000 + \$22,000 = \$821,000	\$ 821,000
Direct Assistance Basic Needs	Client Incentives-assistance to decrease financial burden from day-to-day needs [i.e. food and personal care]. 154 clients x ~\$35/yr = \$5,390.	154 clients x ~\$35/yr = \$5,390	\$ 5,390
Direct Assistance Back Rent	To help 5 clients who are experiencing difficulties paying their rent..	5 clients x \$1,032/yr=\$5,160	\$ 5,160
Total Other:			\$ 831,550

TOTAL OPERATING EXPENSES: \$ 875,780

TOTAL DIRECT COSTS: \$ 1,135,579

4) INDIRECT COSTS

	Amount
Shared cost of Acctng, Payroll, Contracts, HR, Facilities, IT, Exec Salaries, Benefits & Operating Exp @ 15% of Direct Costs.	\$ 170,337

Indirect Rate: 15.00%

TOTAL INDIRECT COSTS: \$ 170,337

TOTAL EXPENSES: \$ 1,305,916

Attachment 2.1e of Appendix B

Contractor: Catholic Charities				Appendix: B-1e				
Program: Assisted Housing Program				Appendix Term: 07/01/26-06/30/27				
Full Contract Term: 07/01/21-06/30/31				Funding Source: GF				
UOS COST ALLOCATION BY SERVICE MODE								
Service Modes:		Rental Subsidy Day						
Position Titles	Annualized FTE	Salaries	% FTE	Salaries	% FTE	Salaries	% FTE	Totals
Case Manager (Housing Specialist)	2.13	128,571	100%					128,571
Program Coordinator	0.15	10,131	100%					10,131
Program Director	0.50	44,243	100%					44,243
Associate Deputy Director	0.05	6,481	100%					6,481
Total FTE & Salaries	2.83	189,426	100%					189,426
Fringe Benefits	35.00%	66,299	100%					66,299
Total Personnel Expenses		255,725	100%					255,725
Operating Expenses		Expense	%	Expense	%	Expense	%	Totals
Total Occupancy		30,000	100%					30,000
Total Materials and Supplies		4,550	100%					4,550
Total General Operating		8,092	100%					8,092
Total Staff Travel		1,000	100%					1,000
Other (specify):								
Direct Assistance Rental Subsidies		836,400	100%					836,400
Direct Assistance Basic Needs		7,710	100%					7,710
Direct Assistance Back Rent		8,000	100%					8,000
Total Operating Expenses		895,752	100%					895,752
Total Direct Expenses		1,151,477	100%					1,151,477
Indirect Expenses 15.0%		172,722	100%					172,722
TOTAL EXPENSES		1,324,199	100%					1,324,199
Unit of Service Type		Rental Subsidy Days						
Number of UOS per Service Mode		53,400						53,400
Cost Per UOS by Service Mode		\$24.81						N/A
Number of UDC/NOC per Service Mode		154						154
Rev: 02/18								

Attachment 2.1e of Appendix B**BUDGET JUSTIFICATION**Contractor Name Catholic CharitiesProgram Name: Assisted Housing ProgramAppendix: B-1eAppendix Term: 07/01/26-06/30/27Funding Source: GF**1a) SALARIES**

Staff Position 1	Case Manager (Housing Specialist)				
Brief duties related to this program and clients served	client intakes; help clients find solutions to housing problems through financial assistance, housing advocacy, info referral svcs.				
Degree, license (if applicable), experience	Min. Qualifications: BA and 1 yr of related experience in the human services industry.				
	Annual Salary	x Base FTE	x Mos per Yr	Annualized FTE if < 12 mo	Total
	60,362	2.13	12	N/A	\$ 128,571

Staff Position 2:	Program Coordinator				
Brief duties related to this program and clients served	assists staff with client-related svcs, maintains records for acctng& reporting; data entry, computer file mngt; client intakes; helps clients find solutions to housing problems through financial assistance, housing advocacy, info referral svcs.				
Degree, license (if applicable), experience	Min. Qualifications: Bachelor's in social svcs or related field, 4 yrs exp, or Master's w 2 yrs providing direct svcs & case mngt.				
	Annual Salary	x Base FTE	x Mos per Yr	Annualized FTE if < 12 mo	Total
	67,538	0.15	12	N/A	\$ 10,131

Staff Position 3:	Program Director				
Brief duties related to this program and clients served	provides program oversight and day-to-day operations include but not limited to: initial risk assessment, staff supervision, client care and workflow. Requires working with a multidisciplinary team to assess patients ongoing needs.				
Degree, license (if applicable), experience	Min. Qualifications: HIV-related experience, 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.				
	Annual Salary	x Base FTE	x Mos per Yr	Annualized FTE if < 12 mo	Total
	88,485	0.50	12	N/A	\$ 44,243

Staff Position 4:	Associate Deputy Director				
Brief duties related to this program and clients served	Staff spvsn; develops, implements, evaluates prog P & P, standards; determines prog service levels; ensures prog reports & audits are complete; develops, monitors budgets, ensures prog oversight according to best practices; develop & maintain positive professional relations w collaborative providers, clients, funders, and communities.				
Degree, license (if applicable), experience	Min Quals: BA or MA in social work or related field, 5-7 yrs supervising staff, working in human svcs & direct client svcs.				
	Annual Salary	x Base FTE	x Mos per Yr	Annualized FTE if < 12 mo	Total
	129,610	0.05	12	N/A	\$ 6,481

Total FTE, Base: 2.830

Annualized: N/A

Attachment 2.1e of Appendix B

1b) EMPLOYEE FRINGE BENEFITS:

Total Salaries: \$ 189,426

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

	Component	Cost
	FICA	\$ 14,491
	SUTA/FUTA	\$ 625
	Worker's Comp.	\$ 682
	Retirement	\$ 9,471
	Flex (Health, Dental, etc) \$14,126.40 per FTE	\$ 39,978
	AD&D Life Insurance	\$ 1,004
	Cell/Commuter Stipend	\$ 1,104
	Other: Reduction of Benefits actuals	\$ (1,055.70)

Total Fringe Benefit: \$ 66,299

Fringe Benefit %: 35.00%

TOTAL SALARIES & EMPLOYEE FRINGE BENEFITS: \$ 255,725

2) OPERATING EXPENSES:

Occupancy: (HHS funded programs must use Appropriate Cost Allocation Methodology)

Expense Item	Concise/ Specific Description	Rate/Formula	Cost
Rent	Staff office space, (charges including utilities, phone, janitorial, shared costs etc.)	~\$883.39 per FTE x 2.83 FTE x12 mos	\$ 30,000
Total Occupancy:			\$ 30,000

Materials & Supplies:

Expense Item	Concise/ Specific Description	Rate/Formula	Cost
Office Supplies and Postage	General office supplies, computer costs, paper, and postage etc.	~\$1,431.1 per FTE/yr x 2.83 FTE	\$ 4,050
Printing/Reproduction	Printing supplies and charges (toner, stationary, etc) for client surveys, correspondence, etc.	~\$176.68 per FTE/yr x 2.83 FTE	\$ 500
Total Materials & Supplies:			\$ 4,550

General Operating:

Expense Item	Brief Description	Rate/Formula	Cost
Insurance	Property & General Liability.	~\$1,764 per FTE/yr x 2.83 FTE	\$ 4,992
Staff Training	Conferences, Mtgs, Trainings for staff, professional develop with outside vendor to meet the challenges of subsidy administration.	~\$353.36 per FTE/yr x 2.83 FTE	\$ 1,000
Rent Equip	IKON copier lease/maintenance.	~\$424.03 per FTE/yr x 2.83 FTE	\$ 1,200
Recruitment Costs	Job ads and fingerprinting costs for new employees. 2 Job Ads x \$125 per month x 3 months=\$750. 2 Fingerprinting cost x 75 per person = \$150. Total \$900 per year.	\$900 per year	\$ 900

Attachment 2.1e of Appendix B

Total General Operating: \$ 8,092

Staff Travel:

Purpose of Travel	Location	Expense Item	Rate/Formula	Cost
For in-home case mngt [for shut-ins], home visits, annual recertifications. Mileage, Pkng & Tolls related to mtgs and trainings	Local & Out of Town.	Mileage, Parking & Tolls	~\$353.36 per FTE x 2.83 FTE	\$ 1,000

Total Staff Travel: \$ 1,000

Other:

Expense Item	Brief Description	Rate/Formula	Cost
Direct Assistance Rental Subsidies	Monthly partial rent subsidy payments paid directly to landlords on behalf of clients. 150 clients x \$450/month x 12 months = \$810,000 + 4 families x \$550/month x 12 months = \$26,400.	\$810,000 + \$26,400 = \$836,400	\$ 836,400
Direct Assistance Basic Needs	Client Incentives-assistance to decrease financial burden from day-to-day needs [i.e. food and personal care]. 154 clients x ~\$50.06/yr = \$5,390.	154 clients x ~\$50.06/yr = \$7,710	\$ 7,710
Direct Assistance Back Rent	To help 6 clients who are experiencing difficulties paying their rent.	6 clients x \$1,333.33/yr=\$8,000	\$ 8,000

Total Other: \$ 852,110

TOTAL OPERATING EXPENSES: \$ 895,752

TOTAL DIRECT COSTS: \$ 1,151,477

4) INDIRECT COSTS

	Amount
Shared cost of Accntg, Payroll, Contracts, HR, Facilities, IT, Exec Salaries, Benefits & Operating Exp @ 15% of Direct Costs.	\$ 172,722

Indirect Rate: 15.00%

TOTAL INDIRECT COSTS: \$ 172,722

TOTAL EXPENSES: \$ 1,324,199

Attachment 2.1f of Appendix B

Contractor: Catholic Charities				Appendix: B-1f				
Program: Assisted Housing Program				Appendix Term: 07/01/27-06/30/28				
Full Contract Term: 07/01/21-06/30/31				Funding Source: GF				
UOS COST ALLOCATION BY SERVICE MODE								
Service Modes:		Rental Subsidy Day						
Position Titles	Annualized FTE	Salaries	% FTE	Salaries	% FTE	Salaries	% FTE	Totals
Case Manager (Housing Specialist)	2.13	128,571	100%					128,571
Program Coordinator	0.15	10,131	100%					10,131
Program Director	0.50	44,243	100%					44,243
Associate Deputy Director	0.05	6,481	100%					6,481
Total FTE & Salaries	2.83	189,426	100%					189,426
Fringe Benefits	35.00%	66,299	100%					66,299
Total Personnel Expenses		255,725	100%					255,725
Operating Expenses		Expense	%	Expense	%	Expense	%	Totals
Total Occupancy		30,000	100%					30,000
Total Materials and Supplies		4,550	100%					4,550
Total General Operating		8,092	100%					8,092
Total Staff Travel		1,000	100%					1,000
Other (specify):								
Direct Assistance Rental Subsidies		836,400	100%					836,400
Direct Assistance Basic Needs		7,710	100%					7,710
Direct Assistance Back Rent		8,000	100%					8,000
Total Operating Expenses		895,752	100%					895,752
Total Direct Expenses		1,151,477	100%					1,151,477
Indirect Expenses 15.0%		172,722	100%					172,722
TOTAL EXPENSES		1,324,199	100%					1,324,199
Unit of Service Type		Rental Subsidy Days						
Number of UOS per Service Mode		53,400						53,400
Cost Per UOS by Service Mode		\$24.81						N/A
Number of UDC/NOC per Service Mode		154						154
Rev: 02/18								

Attachment 2.1f of Appendix B**BUDGET JUSTIFICATION**Contractor Name Catholic CharitiesProgram Name: Assisted Housing ProgramAppendix: B-1fAppendix Term: 07/01/27-06/30/28Funding Source: GF**1a) SALARIES**

Staff Position 1	Case Manager (Housing Specialist)				
Brief duties related to this program and clients served	client intakes; help clients find solutions to housing problems through financial assistance, housing advocacy, info referral svcs.				
Degree, license (if applicable), experience	Min. Qualifications: BA and 1 yr of related experience in the human services industry.				
	Annual Salary	x Base FTE	x Mos per Yr	Annualized FTE if < 12 mo	Total
	60,362	2.13	12	N/A	\$ 128,571

Staff Position 2:	Program Coordinator				
Brief duties related to this program and clients served	assists staff with client-related svcs, maintains records for acctng& reporting; data entry, computer file mngt; client intakes; helps clients find solutions to housing problems through financial assistance, housing advocacy, info referral svcs.				
Degree, license (if applicable), experience	Min. Qualifications: Bachelor's in social svcs or related field, 4 yrs exp, or Master's w 2 yrs providing direct svcs & case mngt.				
	Annual Salary	x Base FTE	x Mos per Yr	Annualized FTE if < 12 mo	Total
	67,538	0.15	12	N/A	\$ 10,131

Staff Position 3:	Program Director				
Brief duties related to this program and clients served	provides program oversight and day-to-day operations include but not limited to: initial risk assessment, staff supervision, client care and workflow. Requires working with a multidisciplinary team to assess patients ongoing needs.				
Degree, license (if applicable), experience	Min. Qualifications: HIV-related experience, 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.				
	Annual Salary	x Base FTE	x Mos per Yr	Annualized FTE if < 12 mo	Total
	88,485	0.50	12	N/A	\$ 44,243

Staff Position 4:	Associate Deputy Director				
Brief duties related to this program and clients served	Staff spvsn; develops, implements, evaluates prog P & P, standards; determines prog service levels; ensures prog reports & audits are complete; develops, monitors budgets, ensures prog oversight according to best practices; develop & maintain positive professional relations w collaborative providers, clients, funders, and communities.				
Degree, license (if applicable), experience	Min Quals: BA or MA in social work or related field, 5-7 yrs supervising staff, working in human svcs & direct client svcs.				
	Annual Salary	x Base FTE	x Mos per Yr	Annualized FTE if < 12 mo	Total
	129,610	0.05	12	N/A	\$ 6,481

Total FTE, Base: 2.830 Annualized: N/A

Attachment 2.1f of Appendix B**1b) EMPLOYEE FRINGE BENEFITS:**

Total Salaries: \$ 189,426

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

	Component	Cost
	FICA	\$ 14,491
	SUTA/FUTA	\$ 625
	Worker's Comp.	\$ 682
	Retirement	\$ 9,471
	Flex (Health, Dental, etc) \$14,126.40 per FTE	\$ 39,978
	AD&D Life Insurance	\$ 1,004
	Cell/Commuter Stipend	\$ 1,104
	Other: Reduction of Benefits actuals	\$ (1,055.70)

Total Fringe Benefit: \$ 66,299

Fringe Benefit %: 35.00%

TOTAL SALARIES & EMPLOYEE FRINGE BENEFITS: \$ 255,725
--

2) OPERATING EXPENSES:Occupancy: (HHS funded programs must use Appropriate Cost Allocation Methodology)

Expense Item	Concise/ Specific Description	Rate/Formula	Cost
Rent	Staff office space, (charges including utilities, phone, janitorial, shared costs etc.)	~\$883.39 per FTE x 2.83 FTE x12 mos	\$ 30,000
Total Occupancy:			\$ 30,000

Materials & Supplies:

Expense Item	Concise/ Specific Description	Rate/Formula	Cost
Office Supplies and Postage	General office supplies, computer costs, paper, and postage etc.	~\$1,431.1 per FTE/yr x 2.83 FTE	\$ 4,050
Printing/Reproduction	Printing supplies and charges (toner, stationary, etc) for client surveys, correspondence, etc.	~\$176.68 per FTE/yr x 2.83 FTE	\$ 500
Total Materials & Supplies:			\$ 4,550

General Operating:

Expense Item	Brief Description	Rate/Formula	Cost
Insurance	Property & General Liability.	~\$1,764 per FTE/yr x 2.83 FTE	\$ 4,992
Staff Training	Conferences, Mtgs, Trainings for staff, professional develop with outside vendor to meet the challenges of subsidy administration.	~\$353.36 per FTE/yr x 2.83 FTE	\$ 1,000
Rent Equip	IKON copier lease/maintenance.	~\$424.03 per FTE/yr x 2.83 FTE	\$ 1,200
Recruitment Costs	Job ads and fingerprinting costs for new employees. 2 Job Ads x \$125 per month x 3 months=\$750. 2 Fingerprinting cost x 75 per person = \$150. Total \$900 per year.	\$900 per year	\$ 900

Attachment 2.1f of Appendix B

Total General Operating: \$ 8,092

Staff Travel:

Purpose of Travel	Location	Expense Item	Rate/Formula	Cost
For in-home case mngt [for shut-ins], home visits, annual recertifications. Mileage, Pkng & Tolls related to mtgs and trainings	Local & Out of Town.	Mileage, Parking & Tolls	~\$353.36 per FTE x 2.83 FTE	\$ 1,000
Total Staff Travel:				\$ 1,000

Other:

Expense Item	Brief Description	Rate/Formula	Cost
Direct Assistance Rental Subsidies	Monthly partial rent subsidy payments paid directly to landlords on behalf of clients. 150 clients x \$450/month x 12 months = \$810,000 + 4 families x \$550/month x 12 months = \$26,400.	\$810,000 + \$26,400 = \$836,400	\$ 836,400
Direct Assistance Basic Needs	Client Incentives-assistance to decrease financial burden from day-to-day needs [i.e. food and personal care]. 154 clients x ~\$50.06/yr = \$5,390.	154 clients x ~\$50.06/yr = \$7,710	\$ 7,710
Direct Assistance Back Rent	To help 6 clients who are experiencing difficulties paying their rent.	6 clients x \$1,333.33/yr=\$8,000	\$ 8,000
Total Other:			\$ 852,110

TOTAL OPERATING EXPENSES: \$ 895,752

TOTAL DIRECT COSTS: \$ 1,151,477

4) INDIRECT COSTS

	Amount
Shared cost of Acctng, Payroll, Contracts, HR, Facilities, IT, Exec Salaries, Benefits & Operating Exp @ 15% of Direct Costs.	\$ 172,722

Indirect Rate: 15.00%

TOTAL INDIRECT COSTS: \$ 172,722

TOTAL EXPENSES: \$ 1,324,199

Attachment 2.1g of Appendix B

Contractor: Catholic Charities				Appendix: B-1g				
Program: Assisted Housing Program				Appendix Term: 07/01/28-06/30/29				
Full Contract Term: 07/01/21-06/30/31				Funding Source: GF				
UOS COST ALLOCATION BY SERVICE MODE								
Service Modes:		Rental Subsidy Day						
Position Titles	Annualized FTE	Salaries	% FTE	Salaries	% FTE	Salaries	% FTE	Totals
Case Manager (Housing Specialist)	2.13	128,571	100%					128,571
Program Coordinator	0.15	10,131	100%					10,131
Program Director	0.50	44,243	100%					44,243
Associate Deputy Director	0.05	6,481	100%					6,481
Total FTE & Salaries	2.83	189,426	100%					189,426
Fringe Benefits	35.00%	66,299	100%					66,299
Total Personnel Expenses		255,725	100%					255,725
Operating Expenses		Expense	%	Expense	%	Expense	%	Totals
Total Occupancy		30,000	100%					30,000
Total Materials and Supplies		4,550	100%					4,550
Total General Operating		8,092	100%					8,092
Total Staff Travel		1,000	100%					1,000
Other (specify):								
Direct Assistance Rental Subsidies		836,400	100%					836,400
Direct Assistance Basic Needs		7,710	100%					7,710
Direct Assistance Back Rent		8,000	100%					8,000
Total Operating Expenses		895,752	100%					895,752
Total Direct Expenses		1,151,477	100%					1,151,477
Indirect Expenses 15.0%		172,722	100%					172,722
TOTAL EXPENSES		1,324,199	100%					1,324,199
Unit of Service Type		Rental Subsidy Days						
Number of UOS per Service Mode		53,400						53,400
Cost Per UOS by Service Mode		\$24.81						N/A
Number of UDC/NOC per Service Mode		154						154
Rev: 02/18								

Rev: 02/18

Attachment 2.1g of Appendix B

BUDGET JUSTIFICATION

Contractor Name Catholic Charities
 Program Name: Assisted Housing Program

Appendix: B-1g
 Appendix Term: 07/01/28-06/30/29
 Funding Source: GF

1a) SALARIES

Staff Position 1	Case Manager (Housing Specialist)				
Brief duties related to this program and clients served	client intakes; help clients find solutions to housing problems through financial assistance, housing advocacy, info referral svcs.				
Degree, license (if applicable), experience	Min. Qualifications: BA and 1 yr of related experience in the human services industry.				
	Annual Salary	x Base FTE	x Mos per Yr	Annualized FTE if < 12 mo	Total
	60,362	2.13	12	N/A	\$ 128,571

Staff Position 2:	Program Coordinator				
Brief duties related to this program and clients served	assists staff with client-related svcs, maintains records for acctng& reporting; data entry, computer file mngt; client intakes; helps clients find solutions to housing problems through financial assistance, housing advocacy, info referral svcs.				
Degree, license (if applicable), experience	Min. Qualifications: Bachelor's in social svcs or related field, 4 yrs exp, or Master's w 2 yrs providing direct svcs & case mngt.				
	Annual Salary	x Base FTE	x Mos per Yr	Annualized FTE if < 12 mo	Total
	67,538	0.15	12	N/A	\$ 10,131

Staff Position 3:	Program Director				
Brief duties related to this program and clients served	provides program oversight and day-to-day operations include but not limited to: initial risk assessment, staff supervision, client care and workflow. Requires working with a multidisciplinary team to assess patients ongoing needs.				
Degree, license (if applicable), experience	Min. Qualifications: HIV-related experience, 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.				
	Annual Salary	x Base FTE	x Mos per Yr	Annualized FTE if < 12 mo	Total
	88,485	0.50	12	N/A	\$ 44,243

Staff Position 4:	Associate Deputy Director				
Brief duties related to this program and clients served	Staff spvsn; develops, implements, evaluates prog P & P, standards; determines prog service levels; ensures prog reports & audits are complete; develops, monitors budgets, ensures prog oversight according to best practices; develop & maintain positive professional relations w collaborative providers, clients, funders, and communities.				
Degree, license (if applicable), experience	Min Quals: BA or MA in social work or related field, 5-7 yrs supervising staff, working in human svcs & direct client svcs.				
	Annual Salary	x Base FTE	x Mos per Yr	Annualized FTE if < 12 mo	Total
	129,610	0.05	12	N/A	\$ 6,481

Total FTE, Base: 2.830 Annualized: N/A

Attachment 2.1g of Appendix B**1b) EMPLOYEE FRINGE BENEFITS:**

Total Salaries: \$ 189,426

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

	Component	Cost
	FICA	\$ 14,491
	SUTA/FUTA	\$ 625
	Worker's Comp.	\$ 682
	Retirement	\$ 9,471
	Flex (Health, Dental, etc) \$14,126.40 per FTE	\$ 39,978
	AD&D Life Insurance	\$ 1,004
	Cell/Commuter Stipend	\$ 1,104
	Other: Reduction of Benefits actuals	\$ (1,055.70)

Total Fringe Benefit: \$ 66,299

Fringe Benefit %: 35.00%

TOTAL SALARIES & EMPLOYEE FRINGE BENEFITS: \$ 255,725
--

2) OPERATING EXPENSES:Occupancy: (HHS funded programs must use Appropriate Cost Allocation Methodology)

Expense Item	Concise/ Specific Description	Rate/Formula	Cost
Rent	Staff office space, (charges including utilities, phone, janitorial, shared costs etc.).	~\$883.39 per FTE x 2.83 FTE x12 mos	\$ 30,000
Total Occupancy:			\$ 30,000

Materials & Supplies:

Expense Item	Concise/ Specific Description	Rate/Formula	Cost
Office Supplies and Postage	General office supplies, computer costs, paper, and postage etc.	~\$1,431.1 per FTE/yr x 2.83 FTE	\$ 4,050
Printing/Reproduction	Printing supplies and charges (toner, stationary, etc) for client surveys, correspondence, etc.	~\$176.68 per FTE/yr x 2.83 FTE	\$ 500
Total Materials & Supplies:			\$ 4,550

General Operating:

Expense Item	Brief Description	Rate/Formula	Cost
Insurance	Property & General Liability.	~\$1,764 per FTE/yr x 2.83 FTE	\$ 4,992
Staff Training	Conferences, Mtgs, Trainings for staff, professional develop with outside vendor to meet the challenges of subsidy administration.	~\$353.36 per FTE/yr x 2.83 FTE	\$ 1,000
Rent Equip	IKON copier lease/maintenance.	~\$424.03 per FTE/yr x 2.83 FTE	\$ 1,200
Recruitment Costs	Job ads and fingerprinting costs for new employees. 2 Job Ads x \$125 per month x 3 months=\$750. 2 Fingerprining cost x 75 per person = \$150. Total \$900 per year.	\$900 per year	\$ 900

Attachment 2.1g of Appendix B

Total General Operating: \$ 8,092

Staff Travel:

Purpose of Travel	Location	Expense Item	Rate/Formula	Cost
For in-home case mngt [for shut-ins], home visits, annual recertifications. Mileage, Pkng & Tolls related to mtgs and trainings	Local & Out of Town.	Mileage, Parking & Tolls	~\$353.36 per FTE x 2.83 FTE	\$ 1,000

Total Staff Travel: \$ 1,000

Other:

Expense Item	Brief Description	Rate/Formula	Cost
Direct Assistance Rental Subsidies	Monthly partial rent subsidy payments paid directly to landlords on behalf of clients. 150 clients x \$450/month x 12 months = \$810,000 + 4 families x \$550/month x 12 months = \$26,400.	\$810,000 + \$26,400 = \$836,400	\$ 836,400
Direct Assistance Basic Needs	Client Incentives-assistance to decrease financial burden from day-to-day needs [i.e. food and personal care]. 154 clients x ~\$50.06/yr = \$5,390.	154 clients x ~\$50.06/yr = \$7,710	\$ 7,710
Direct Assistance Back Rent	To help 6 clients who are experiencing difficulties paying their rent.	6 clients x \$1,333.33/yr=\$8,000	\$ 8,000

Total Other: \$ 852,110

TOTAL OPERATING EXPENSES: \$ 895,752

TOTAL DIRECT COSTS: \$ 1,151,477

4) INDIRECT COSTS

	Amount
Shared cost of Acctng, Payroll, Contracts, HR, Facilities, IT, Exec Salaries, Benefits & Operating Exp @ 15% of Direct Costs.	\$ 172,722

Indirect Rate: 15.00%

TOTAL INDIRECT COSTS: \$ 172,722

TOTAL EXPENSES: \$ 1,324,199

Attachment 2.1h of Appendix B

Contractor: Catholic Charities				Appendix: B-1h				
Program: Assisted Housing Program				Appendix Term: 07/01/29-06/30/30				
Full Contract Term: 07/01/21-06/30/31				Funding Source: GF				
UOS COST ALLOCATION BY SERVICE MODE								
Service Modes:		Rental Subsidy Day						
Position Titles	Annualized FTE	Salaries	% FTE	Salaries	% FTE	Salaries	% FTE	Totals
Case Manager (Housing Specialist)	2.13	128,571	100%					128,571
Program Coordinator	0.15	10,131	100%					10,131
Program Director	0.50	44,243	100%					44,243
Associate Deputy Director	0.05	6,481	100%					6,481
Total FTE & Salaries	2.83	189,426	100%					189,426
Fringe Benefits	35.00%	66,299	100%					66,299
Total Personnel Expenses		255,725	100%					255,725
Operating Expenses		Expense	%	Expense	%	Expense	%	Totals
Total Occupancy		30,000	100%					30,000
Total Materials and Supplies		4,550	100%					4,550
Total General Operating		8,092	100%					8,092
Total Staff Travel		1,000	100%					1,000
Other (specify):								
Direct Assistance Rental Subsidies		836,400	100%					836,400
Direct Assistance Basic Needs		7,710	100%					7,710
Direct Assistance Back Rent		8,000	100%					8,000
Total Operating Expenses		895,752	100%					895,752
Total Direct Expenses		1,151,477	100%					1,151,477
Indirect Expenses 15.0%		172,722	100%					172,722
TOTAL EXPENSES		1,324,199	100%					1,324,199
Unit of Service Type		Rental Subsidy Days						
Number of UOS per Service Mode		53,400						53,400
Cost Per UOS by Service Mode		\$24.81						N/A
Number of UDC/NOC per Service Mode		154						154
Rev: 02/18								

Attachment 2.1h of Appendix B

BUDGET JUSTIFICATION

Contractor Name Catholic Charities

Program Name: Assisted Housing Program

Appendix: B-1h

Appendix Term: 07/01/29-06/30/30

Funding Source: GF

1a) SALARIES

Staff Position 1	Case Manager (Housing Specialist)				
Brief duties related to this program and clients served	client intakes; help clients find solutions to housing problems through financial assistance, housing advocacy, info referral svcs.				
Degree, license (if applicable), experience	Min. Qualifications: BA and 1 yr of related experience in the human services industry.				
	Annual Salary	x Base FTE	x Mos per Yr	Annualized FTE if < 12 mo	Total
	60,362	2.13	12	N/A	\$ 128,571

Staff Position 2:	Program Coordinator				
Brief duties related to this program and clients served	assists staff with client-related svcs, maintains records for acctng& reporting; data entry, computer file mgmt; client intakes; helps clients find solutions to housing problems through financial assistance, housing advocacy, info referral svcs.				
Degree, license (if applicable), experience	Min. Qualifications: Bachelor's in social svcs or related field, 4 yrs exp, or Master's w 2 yrs providing direct svcs & case mgmt.				
	Annual Salary	x Base FTE	x Mos per Yr	Annualized FTE if < 12 mo	Total
	67,538	0.15	12	N/A	\$ 10,131

Staff Position 3:	Program Director				
Brief duties related to this program and clients served	provides program oversight and day-to-day operations include but not limited to: initial risk assessment, staff supervision, client care and workflow. Requires working with a multidisciplinary team to assess patients ongoing needs.				
Degree, license (if applicable), experience	Min. Qualifications: HIV-related experience, 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.				
	Annual Salary	x Base FTE	x Mos per Yr	Annualized FTE if < 12 mo	Total
	88,485	0.50	12	N/A	\$ 44,243

Staff Position 4:	Associate Deputy Director				
Brief duties related to this program and clients served	Staff spvsn; develops, implements, evaluates prog P & P, standards; determines prog service levels; ensures prog reports & audits are complete; develops, monitors budgets, ensures prog oversight according to best practices; develop & maintain positive professional relations w collaborative providers, clients, funders, and communities.				
Degree, license (if applicable), experience	Min Quals: BA or MA in social work or related field, 5-7 yrs supervising staff, working in human svcs & direct client svcs.				
	Annual Salary	x Base FTE	x Mos per Yr	Annualized FTE if < 12 mo	Total
	129,610	0.05	12	N/A	\$ 6,481

Total FTE, Base: 2.830 Annualized: N/A

Attachment 2.1h of Appendix B

1b) EMPLOYEE FRINGE BENEFITS:

Total Salaries: \$ 189,426

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

	Component	Cost
	FICA	\$ 14,491
	SUTA/FUTA	\$ 625
	Worker's Comp.	\$ 682
	Retirement	\$ 9,471
	Flex (Health, Dental, etc) \$14,126.40 per FTE	\$ 39,978
	AD&D Life Insurance	\$ 1,004
	Cell/Commuter Stipend	\$ 1,104
	Other: Reduction of Benefits actuals	\$ (1,055.70)

Total Fringe Benefit: \$ 66,299

Fringe Benefit %: 35.00%

TOTAL SALARIES & EMPLOYEE FRINGE BENEFITS: \$ 255,725
--

2) OPERATING EXPENSES:

Occupancy: (HHS funded programs must use Appropriate Cost Allocation Methodology)

Expense Item	Concise/ Specific Description	Rate/Formula	Cost
Rent	Staff office space, (charges including utilities, phone, janitorial, shared costs etc.).	~\$883.39 per FTE x 2.83 FTE x12 mos	\$ 30,000
Total Occupancy:			\$ 30,000

Materials & Supplies:

Expense Item	Concise/ Specific Description	Rate/Formula	Cost
Office Supplies and Postage	General office supplies, computer costs, paper, and postage etc.	~\$1,431.1 per FTE/yr x 2.83 FTE	\$ 4,050
Printing/Reproduction	Printing supplies and charges (toner, stationary, etc) for client surveys, correspondence, etc.	~\$176.68 per FTE/yr x 2.83 FTE	\$ 500
Total Materials & Supplies:			\$ 4,550

General Operating:

Expense Item	Brief Description	Rate/Formula	Cost
Insurance	Property & General Liability.	~\$1,764 per FTE/yr x 2.83 FTE	\$ 4,992
Staff Training	Conferences, Mtgs, Trainings for staff, professional develop with outside vendor to meet the challenges of subsidy administration.	~\$353.36 per FTE/yr x 2.83 FTE	\$ 1,000
Rent Equip	IKON copier lease/maintenance.	~\$424.03 per FTE/yr x 2.83 FTE	\$ 1,200
Recruitment Costs	Job ads and fingerprinting costs for new employees. 2 Job Ads x \$125 per month x 3 months=\$750. 2 Fingerprinting cost x 75 per person = \$150. Total \$900 per year.	\$900 per year	\$ 900

Attachment 2.1h of Appendix B

Total General Operating: \$ 8,092

Staff Travel:

Purpose of Travel	Location	Expense Item	Rate/Formula	Cost
For in-home case mngt [for shut-ins], home visits, annual recertifications. Mileage, Pkng & Tolls related to mtgs and trainings	Local & Out of Town.	Mileage, Parking & Tolls	~\$353.36 per FTE x 2.83 FTE	\$ 1,000
Total Staff Travel:				\$ 1,000

Other:

Expense Item	Brief Description	Rate/Formula	Cost
Direct Assistance Rental Subsidies	Monthly partial rent subsidy payments paid directly to landlords on behalf of clients. 150 clients x \$450/month x 12 months = \$810,000 + 4 families x \$550/month x 12 months = \$26,400.	\$810,000 + \$26,400 = \$836,400	\$ 836,400
Direct Assistance Basic Needs	Client Incentives-assistance to decrease financial burden from day-to-day needs [i.e. food and personal care]. 154 clients x ~\$50.06/yr = \$5,390.	154 clients x ~\$50.06/yr = \$7,710	\$ 7,710
Direct Assistance Back Rent	To help 6 clients who are experiencing difficulties paying their rent.	6 clients x \$1,333.33/yr=\$8,000	\$ 8,000
Total Other:			\$ 852,110

TOTAL OPERATING EXPENSES: \$ 895,752

TOTAL DIRECT COSTS: \$ 1,151,477

4) INDIRECT COSTS

	Amount
Shared cost of Acctng, Payroll, Contracts, HR, Facilities, IT, Exec Salaries, Benefits & Operating Exp @ 15% of Direct Costs.	\$ 172,722

Indirect Rate: 15.00%

TOTAL INDIRECT COSTS: \$ 172,722

TOTAL EXPENSES: \$ 1,324,199

Attachment 2.1i of Appendix B

Contractor: Catholic Charities				Appendix: B-1i				
Program: Assisted Housing Program				Appendix Term: 07/01/30-06/30/31				
Full Contract Term: 07/01/21-06/30/31				Funding Source: GF				
UOS COST ALLOCATION BY SERVICE MODE								
Service Modes:		Rental Subsidy Day						
Position Titles	Annualized FTE	Salaries	% FTE	Salaries	% FTE	Salaries	% FTE	Totals
Case Manager (Housing Specialist)	2.13	128,571	100%					128,571
Program Coordinator	0.15	10,131	100%					10,131
Program Director	0.50	44,243	100%					44,243
Associate Deputy Director	0.05	6,481	100%					6,481
Total FTE & Salaries	2.83	189,426	100%					189,426
Fringe Benefits	35.00%	66,299	100%					66,299
Total Personnel Expenses		255,725	100%					255,725
Operating Expenses		Expense	%	Expense	%	Expense	%	Totals
Total Occupancy		30,000	100%					30,000
Total Materials and Supplies		4,550	100%					4,550
Total General Operating		8,092	100%					8,092
Total Staff Travel		1,000	100%					1,000
Other (specify):								
Direct Assistance Rental Subsidies		836,400	100%					836,400
Direct Assistance Basic Needs		7,710	100%					7,710
Direct Assistance Back Rent		8,000	100%					8,000
Total Operating Expenses		895,752	100%					895,752
Total Direct Expenses		1,151,477	100%					1,151,477
Indirect Expenses 15.0%		172,722	100%					172,722
TOTAL EXPENSES		1,324,199	100%					1,324,199
Unit of Service Type		Rental Subsidy Days						
Number of UOS per Service Mode		53,400						53,400
Cost Per UOS by Service Mode		\$24.81						N/A
Number of UDC/NOC per Service Mode		154						154
Rev: 02/18								

Attachment 2.1i of Appendix B**BUDGET JUSTIFICATION**Contractor Name Catholic CharitiesProgram Name: Assisted Housing ProgramAppendix: B-1iAppendix Term: 07/01/30-06/30/31Funding Source: GF**1a) SALARIES**

Staff Position 1	Case Manager (Housing Specialist)				
Brief duties related to this program and clients served	client intakes; help clients find solutions to housing problems through financial assistance, housing advocacy, info referral svcs.				
Degree, license (if applicable), experience	Min. Qualifications: BA and 1 yr of related experience in the human services industry.				
	Annual Salary	x Base FTE	x Mos per Yr	Annualized FTE if < 12 mo	Total
	60,362	2.13	12	N/A	\$ 128,571

Staff Position 2:	Program Coordinator				
Brief duties related to this program and clients served	assists staff with client-related svcs, maintains records for acctng& reporting; data entry, computer file mngt; client intakes; helps clients find solutions to housing problems through financial assistance, housing advocacy, info referral svcs.				
Degree, license (if applicable), experience	Min. Qualifications: Bachelor's in social svcs or related field, 4 yrs exp, or Master's w 2 yrs providing direct svcs & case mngt.				
	Annual Salary	x Base FTE	x Mos per Yr	Annualized FTE if < 12 mo	Total
	67,538	0.15	12	N/A	\$ 10,131

Staff Position 3:	Program Director				
Brief duties related to this program and clients served	provides program oversight and day-to-day operations include but not limited to: initial risk assessment, staff supervision, client care and workflow. Requires working with a multidisciplinary team to assess patients ongoing needs.				
Degree, license (if applicable), experience	Min. Qualifications: HIV-related experience, 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.				
	Annual Salary	x Base FTE	x Mos per Yr	Annualized FTE if < 12 mo	Total
	88,485	0.50	12	N/A	\$ 44,243

Staff Position 4:	Associate Deputy Director				
Brief duties related to this program and clients served	Staff spvsn; develops, implements, evaluates prog P & P, standards; determines prog service levels; ensures prog reports & audits are complete; develops, monitors budgets, ensures prog oversight according to best practices; develop & maintain positive professional relations w collaborative providers, clients, funders, and communities.				
Degree, license (if applicable), experience	Min Quals: BA or MA in social work or related field, 5-7 yrs supervising staff, working in human svcs & direct client svcs.				
	Annual Salary	x Base FTE	x Mos per Yr	Annualized FTE if < 12 mo	Total
	129,610	0.05	12	N/A	\$ 6,481

Total FTE, Base: 2.830 Annualized: N/A

Attachment 2.1i of Appendix B

1b) EMPLOYEE FRINGE BENEFITS:

Total Salaries: \$ 189,426

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

	Component	Cost
	FICA	\$ 14,491
	SUTA/FUTA	\$ 625
	Worker's Comp.	\$ 682
	Retirement	\$ 9,471
	Flex (Health, Dental, etc) \$14,126.40 per FTE	\$ 39,978
	AD&D Life Insurance	\$ 1,004
	Cell/Commuter Stipend	\$ 1,104
	Other: Reduction of Benefits actuals	\$ (1,055.70)

Total Fringe Benefit: \$ 66,299

Fringe Benefit %: 35.00%

TOTAL SALARIES & EMPLOYEE FRINGE BENEFITS: \$ 255,725

2) OPERATING EXPENSES:

Occupancy: (HHS funded programs must use Appropriate Cost Allocation Methodology)

Expense Item	Concise/ Specific Description	Rate/Formula	Cost
Rent	Staff office space, (charges including utilities, phone, janitorial, shared costs etc.).	~\$883.39 per FTE x 2.83 FTE x12 mos	\$ 30,000
Total Occupancy:			\$ 30,000

Materials & Supplies:

Expense Item	Concise/ Specific Description	Rate/Formula	Cost
Office Supplies and Postage	General office supplies, computer costs, paper, and postage etc.	~\$1,431.1 per FTE/yr x 2.83 FTE	\$ 4,050
Printing/Reproduction	Printing supplies and charges (toner, stationary, etc) for client surveys, correspondence, etc.	~\$176.68 per FTE/yr x 2.83 FTE	\$ 500
Total Materials & Supplies:			\$ 4,550

General Operating:

Expense Item	Brief Description	Rate/Formula	Cost
Insurance	Property & General Liability.	~\$1,764 per FTE/yr x 2.83 FTE	\$ 4,992
Staff Training	Conferences, Mtgs, Trainings for staff, professional develop with outside vendor to meet the challenges of subsidy administration.	~\$353.36 per FTE/yr x 2.83 FTE	\$ 1,000
Rent Equip	IKON copier lease/maintenance.	~\$424.03 per FTE/yr x 2.83 FTE	\$ 1,200
Recruitment Costs	Job ads and fingerprinting costs for new employees. 2 Job Ads x \$125 per month x 3 months=\$750. 2 Fingerprinting cost x 75 per person = \$150. Total \$900 per year.	\$900 per year	\$ 900

Attachment 2.1i of Appendix B

Total General Operating: \$ 8,092

Staff Travel:

Purpose of Travel	Location	Expense Item	Rate/Formula	Cost
For in-home case mngt [for shut-ins], home visits, annual recertifications. Mileage, Pkng & Tolls related to mtgs and trainings	Local & Out of Town.	Mileage, Parking & Tolls	~\$353.36 per FTE x 2.83 FTE	\$ 1,000
Total Staff Travel:				\$ 1,000

Other:

Expense Item	Brief Description	Rate/Formula	Cost
Direct Assistance Rental Subsidies	Monthly partial rent subsidy payments paid directly to landlords on behalf of clients. 150 clients x \$450/month x 12 months = \$810,000 + 4 families x \$550/month x 12 months = \$26,400.	\$810,000 + \$26,400 = \$836,400	\$ 836,400
Direct Assistance Basic Needs	Client Incentives-assistance to decrease financial burden from day-to-day needs [i.e. food and personal care]. 154 clients x ~\$50.06/yr = \$5,390.	154 clients x ~\$50.06/yr = \$7,710	\$ 7,710
Direct Assistance Back Rent	To help 6 clients who are experiencing difficulties paying their rent.	6 clients x \$1,333.33/yr=\$8,000	\$ 8,000
Total Other:			\$ 852,110

TOTAL OPERATING EXPENSES: \$ 895,752

TOTAL DIRECT COSTS: \$ 1,151,477

4) INDIRECT COSTS

	Amount
Shared cost of Accntg, Payroll, Contracts, HR, Facilities, IT, Exec Salaries, Benefits & Operating Exp @ 15% of Direct Costs.	\$ 172,722

Indirect Rate: 15.00%

TOTAL INDIRECT COSTS: \$ 172,722

TOTAL EXPENSES: \$ 1,324,199

Appendix C--Form of Funding Request

FUNDING REQUEST

Pursuant to Section 5.3 of the Grant Agreement (the “Grant Agreement”) dated as of **September 1, 2025** 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:	<u>\$13,426,414</u>
--	---------------------

Maximum Amount of Grant Funds Specified in Section 5.1 of the Grant Agreement:	<u>\$13,426,414</u>
---	---------------------

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	\$ 1,077,636	07/01/2021-6/30/2022
HIV Health Services Rental Subsidies Services	\$ 997,193	07/01/2022-6/30/2023
HIV Health Services Rental Subsidies Services	\$ 1,180,459	07/01/2023-6/30/2024
HIV Health Services Rental Subsidies Services	\$ 1,292,986	07/01/2024-6/30/2025
HIV Health Services Rental Subsidies Services	\$ 1,305,916	07/01/2025-6/30/2026
HIV Health Services Rental Subsidies Services	\$ 1,324,199	07/01/2026-6/30/2027
HIV Health Services Rental Subsidies Services	\$ 1,324,199	07/01/2027-6/30/2028
HIV Health Services Rental Subsidies Services	\$ 1,324,199	07/01/2028-6/30/2029
HIV Health Services Rental Subsidies Services	\$ 1,324,199	07/01/2029-6/30/2030
HIV Health Services Rental Subsidies Services	\$ 1,324,199	07/01/2030-6/30/2031
	<u>\$12,475,185</u>	
12% Contingency:	\$ 951,229	
Maximum Amount of Grant Funds:	<u>\$13,426,414</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).

DEPARTMENT OF PUBLIC HEALTH CONTRACTOR
MONTHLY DELIVERABLES AND COST REIMBURSEMENT INVOICE

APPENDIX C-1d
Appendix Term (07/01/2025-06/30/2026)
PAGE A

Contractor: Catholic Charities
Address: 990 Eddy Street
San Francisco, CA 94109

Telephone: (415) 972-1200
Fax: (415) 972-1202

Program Name: Assisted Housing Program

ACE Control #:

Contract ID #
1000020913

HHS

Invoice Number
Appendix A-1SEP25

Contract Purchase Order No:

Funding Source: General Fund

Department ID-Authority ID: 162644 | 10000

Project ID-Activity ID: 100026709 | 0001

Invoice Period: 09/1/25 - 09/30/25

FINAL Invoice (check if Yes)

DELIVERABLES	TOTAL CONTRACTED		DELIVERED THIS PERIOD		DELIVERED TO DATE		% OF TOTAL		REMAINING DELIVERABLES	
	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC
Rental Subsidy Days	53,400	154							53,400	154

	UDC	UDC	UDC	UDC	UDC
Unduplicated Clients for Appendix	154				154

EXPENDITURES	BUDGET		EXPENSES THIS PERIOD		EXPENSES TO DATE		% OF BUDGET		REMAINING BALANCE	
Total Salaries (See Page B)	\$192,444							\$192,444.00		
Fringe Benefits	\$67,355							\$67,355.00		
Total Personnel Expenses	\$259,799							\$259,799.00		
Operating Expenses:										
Occupancy - (e.g., Rental of Property, Utilities, Building Maintenance Supplies and Repairs)	\$30,000							\$30,000.00		
Materials and Supplies - (e.g., Office, Postage, Printing and Repro., Program Supplies)	\$5,050							\$5,050.00		
General Operating - (e.g., Insurance, Staff Training, Equipment Rental/Maintenance)	\$8,180							\$8,180.00		
Staff Travel - (e.g., Local & Out of Town)	\$1,000							\$1,000.00		
Consultant/Subcontractor										
Other - (Meals, Audit, Transportation Reimb, Stipends, Facilitators)	\$831,550							\$831,550.00		
Total Operating Expenses	\$875,780							\$875,780.00		
Capital Expenditures										
TOTAL DIRECT EXPENSES	\$1,135,579							\$1,135,579.00		
Indirect Expenses	\$170,337							\$170,337.00		
TOTAL EXPENSES	\$1,305,916							\$1,305,916.00		
LESS: Initial Payment Recovery					NOTES:					
Other Adjustments (Enter as negative, if appropriate)										
REIMBURSEMENT										

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

Signature: _____

Date: _____

Title: _____

Send to: aidsoffice@sfdph.org

By: _____
ATTN: Accounts Payable (DPH Authorized Signatory)

Date: _____

DEPARTMENT OF PUBLIC HEALTH CONTRACTOR
MONTHLY DELIVERABLES AND COST REIMBURSEMENT INVOICE

APPENDIX C-1e
Appendix Term (07/01/2026-06/30/2027)
PAGE A

Contractor: Catholic Charities
Address: 990 Eddy Street
San Francisco, CA 94109

Telephone: (415) 972-1200
Fax: (415) 972-1202

Program Name: Assisted Housing Program

ACE Control #:

Contract ID #
1000020913

HHS

Invoice Number
Appendix A-1JUL26

Contract Purchase Order No:

Funding Source: General Fund

Department ID-Authority ID: 162644 | 10000

Project ID-Activity ID: 100026709 | 0001

Invoice Period: 07/1/26 - 07/31/26

FINAL Invoice (check if Yes)

DELIVERABLES	TOTAL CONTRACTED		DELIVERED THIS PERIOD		DELIVERED TO DATE		% OF TOTAL		REMAINING DELIVERABLES	
	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC
Rental Subsidy Days	53,400	154							53,400	154

	UDC	UDC	UDC	UDC	UDC
Unduplicated Clients for Appendix	154				154

EXPENDITURES	BUDGET	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
Total Salaries (See Page B)	\$189,426				\$189,426.00
Fringe Benefits	\$66,299				\$66,299.00
Total Personnel Expenses	\$255,725				\$255,725.00
Operating Expenses:					
Occupancy-(e.g., Rental of Property, Utilities, Building Maintenance Supplies and Repairs)	\$30,000				\$30,000.00
Materials and Supplies-(e.g., Office, Postage, Printing and Repro., Program Supplies)	\$4,550				\$4,550.00
General Operating-(e.g., Insurance, Staff Training, Equipment Rental/Maintenance)	\$8,092				\$8,092.00
Staff Travel - (e.g., Local & Out of Town)	\$1,000				\$1,000.00
Consultant/Subcontractor					
Other - (Meals, Audit, Transportation Reimb, Stipends, Facilitators)	\$852,110				\$852,110.00
Total Operating Expenses	\$895,752				\$895,752.00
Capital Expenditures					
TOTAL DIRECT EXPENSES	\$1,151,477				\$1,151,477.00
Indirect Expenses	\$172,722				\$172,722.00
TOTAL EXPENSES	\$1,324,199				\$1,324,199.00
LESS: Initial Payment Recovery			NOTES:		
Other Adjustments (Enter as negative, if appropriate)					
REIMBURSEMENT					

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

Signature: _____

Date: _____

Title: _____

Send to: aidsoffice@sfdph.org

By: _____
(DPH Authorized Signatory)

ATTN: Accounts Payable

Date: _____

Appendix D - Interests In Other City Grants

**Subgrantees must also list their interests in other City Grants

City Department or Commission	Program Name	Dates of Grant Term	Not-To-Exceed Amount
Department of Homelessness and Supportive Housing	10 th & Mission LOSP – Support Services	January 1, 2021 – June 30, 2027	\$4,003,231
Human Services Agency	Adult Day Program (ADP) for Older Adults and Adults with Disabilities	July 1, 2024 – June 30, 2028	\$855,294
Human Services Agency	Alzheimer’s Day Care Resource Centers (ADCRCs) for Older Adults & Adults with Disabilities	July 1, 2024 – June 30, 2028	\$683,196
Department of Homelessness and Supportive Housing	Bayview Family Access Point	July 1, 2022 – June 30, 2026	\$4,012,287
Human Services Agency	Case Management	July 1, 2023 – June 30, 2027	\$1,328,355
Department of Homelessness and Supportive Housing	COC Housing Plus (COC – Rental Assistance & General Fund)	July 1, 2022 – August 31, 2025	\$2,645,764
Human Services Agency	Community Services	January 1, 2023 – June 30, 2027	\$2,860,700
Department of Homelessness and Supportive Housing	Edith Witt Senior Community LOSP	July 1, 2019 – June 30, 2027	\$1,372,217
Department of Homelessness and Supportive Housing	Emergency Housing Voucher	December 15, 2021 – June 30, 2026	\$2,098,750
Department of Homelessness and Supportive Housing	ESG Homelessness Prevention	July 1, 2020 – June 30, 2028	\$2,392,977
Department of Homelessness and Supportive Housing	FEPCO Homelessness Prevention	July 1, 2021 – December 31, 2025	\$9,786,606
Human Services Agency	Housing Subsidies to Seniors and Adults with Disabilities	July 1, 2024 – June 30, 2028	\$4,217,606
Department of Homelessness and Supportive Housing	Mission Family Access Point	July 1, 2018 – June 30, 2026	\$7,331,673
Department of Homelessness and Supportive Housing	Rita da Cascia (COC Support Services and Leasing, General Fund/Prop C)	July 1, 2020 – October 31, 2027	\$3,477,381
Department of Homelessness and Supportive Housing	Scattered Sites (General Fund/Prop C, COC Rental Assistance)	July 1, 2023 – July 31, 2026	\$7,119,725
Department of Homelessness and Supportive Housing	SF HOME Rapid Rehousing	July 1, 2018 – June 30, 2026	\$14,533,573

Department of Homelessness and Supportive Housing	St. Joseph's Family Center	July 1, 2021 – June 30, 2027	\$8,791,043
Department of Homelessness and Supportive Housing	Treasure Island (General Fund/Prop C, CoC Rental Assistance)	July 1, 2023 – March 31, 2026	\$8,812,214
Department of Children, Youth and Their Families	San Francisco Boys' and Girls' Homes (STRTP)	July 1, 2024 – June 30, 2029	\$4,132,100
Mayor's Office of Housing and Community Development	Assisted Housing and Health – Tenant Based Rental Subsidies	July 1, 2025 – June 30, 2026	\$329,218
Mayor's Office of Housing and Community Development	Peter Claver Community RCFCI	July 1, 2025 – June 30, 2026	\$767,698
Mayor's Office of Housing and Community Development	Locally Funded Emergency Rental Assistance Program	July 1, 2025 – June 30, 2026	\$2,779,500
Mayor's Office of Housing and Community Development	Anti Displacement Tenant-Based Rental Subsidy Program	July 1, 2025 – June 30, 2026	\$2,300,000
Mayor's Office of Housing and Community Development	Older Adults/Adults with Disabilities Tenant-Based Rental Subsidy Program	July 1, 2025 – June 30, 2026	\$3,100,000
Mayor's Office of Housing and Community Development	Persons with HIV/AIDS Tenant-Based Rental Subsidy Program	July 1, 2025 – June 30, 2026	\$3,246,688
Mayor's Office of Housing and Community Development	Partial Rental Subsidy Program for People with HIV/Aids - Competitive	June 1, 2023 – May 31, 2026	\$1,465,375
Mayor's Office of Housing and Community Development	Partial Rental Subsidy Program for People with HIV/Aids - Formula	June 1, 2023 – May 31, 2026	\$300,000
Department of Public Health	Rita da Cascia / Hazel Betsey	March 1, 2021 – February 28, 2031	\$2,046,333
Department of Public Health	Derek Silva Community	March 1, 2021 – February 28, 2031	\$4,574,076
Department of Public Health	HIV Facility-based Care - Peter Claver	March 1, 2020 – February 28, 2030	\$8,006,657
Department of Public Health	HIV Assisted Housing Subsidies	July 1, 2021 – June 30, 2031	\$12,475,185

Appendix E

Reserved

Appendix H--Permitted Subgrantees

Subcontractor Name
Permitted Subgrantees are listed in Appendix B Budgets

Appendix K

Reserved



Contract Amendment

Catholic Charities: HIV Health Services Rental Subsidies Services

BOS Budget & Finance Committee

Bill Blum, Director, HIV Health Services

Beth Neary, Assistant Director, HIV Health Services

November 19, 2025

SAN FRANCISCO DEPARTMENT OF PUBLIC HEALTH

Overview of Item



Catholic Charities – HIV Health Services Rental Subsidies Services:

- **Contract Amendment Amount:** \$7,317,206
 - **Not-to-Exceed Amount:** \$13,426,414
- **Timeline:** July 1, 2021 – June 30, 2031
- **Contractor:** Catholic Charities
- **Project Summary:** Catholic Charities provides rental subsidies to low-income San Franciscans living with HIV



Conclusion

**DPH respectfully requests approval of this item.
Thank you!**

**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.

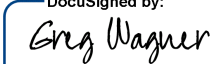
City and Grantee mutually acknowledge that local, state, or federal authorities may issue official orders related to the COVID-19 epidemic, or take other official actions, subsequent to the execution of this Agreement that parties to this Agreement cannot presently predict. City and Grantee mutually 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

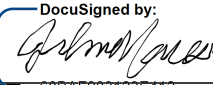
20.2 FEMA Assistance.

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

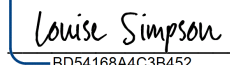
Approved as to Form:

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	<i>Rental Subsidy Days</i> 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	<i>Rental Subsidy Days</i> 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	<i>Rental Subsidy Days</i> 240 clients x 365 days x 95% Occupancy	83,220	240

Period / Appendix	Unit of Service Description	UOS	UDC
07/01/24 - 6/30/25 A-1 / B-1c	<i>Rental Subsidy Days</i> 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	<i>Rental Subsidy Days</i> 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

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.

- 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.

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 AHP 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 AHP 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 AHP 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).

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 IMPROVMENT

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

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)	Living Arrangement	Health Status –Last 6 mos.
HIV Status & Source	Monthly Rent Payment	Medical Insurance Status
Veteran	Income to Rent Ratio	Primary Health Provider
Ethnicity	Other Service Providers	Living Situation last 12 mos.
Sexual Orientation	Gross Monthly Income & Source	Current Living Situation
Homeless (yes/no)	Section 8 Wait List Information	
Special Populations - Substance Use – Mental Illness, etc.		
- 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:

- All staff who handle patient health information are trained (including new hires) and annually updated in the program's privacy/confidentiality policies and procedures.
- 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.
- 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*).
- A Summary of the above Privacy Notice is posted and visible in registration and common areas of facility
- 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*).
- 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.
- 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.

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				
	Annual Salary	x Base FTE	x Mos per Yr	Annualized FTE if < 12 mo	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

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 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-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				
	Annual Salary	x Base FTE	x Mos per Yr	Annualized FTE if < 12 mo	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				
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

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

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

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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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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

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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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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

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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

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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

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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 or Protected Information in accordance with the HIPAA Regulations and the HITECH Act including, but not limited to, 42 U.S.C. 17934 (c).

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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: _____	Contract ID # 1000020913	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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HHS

Program Name: Assisted Housing Program

ACE Control #:

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: _____	Contract ID # 1000020913	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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HHS

Program Name: Assisted Housing Program

ACE Control #:

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: _____	Contract ID # 1000020913	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)
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HHS

Program Name: Assisted Housing Program

ACE Control #:

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: _____
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**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	Contract ID # 1000020913	Invoice Number A-1JUL25
Address: 1555 39th Avenue San Francisco, CA 94122		Contract Purchase Order No: _____
Telephone: 415-972-1200	HHS	Funding Source: General Fund
Fax: _____		Department ID-Authority ID: 162644
Program Name: Assisted Housing Program		Project ID-Activity ID: 100026709 0001
ACE Control #: _____		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	By: _____ (DPH Authorized Signatory)	Date: _____
Attn: Contract Payments		

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.

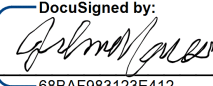
(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any

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:

68BAF983123E412...
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	<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 : Cypress Insurance Company</td> <td>10855</td> </tr> <tr> <td>INSURER B :</td> <td></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 : Cypress Insurance Company	10855	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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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

© 1988-2015 ACORD CORPORATION. All rights reserved.

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 style="text-align: center;">10083</td> </tr> <tr> <td>INSURER B : Federal Insurance Company</td> <td style="text-align: center;">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	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
A A	☒ AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	Y		RRG1073-04 FM1073-04	7/1/2021 7/1/2021	7/1/2022 7/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Self-Insd Retention \$ 100,000
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	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				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B A A	Crime Counselors E&O			8169-8975 RRG1073-04 FM1073-04	7/1/2021 7/1/2021 7/1/2021	7/1/2022 7/1/2022 7/1/2022	Limit (SIR \$50,000) \$ 1,000,000 Limit (SIR \$100,000) \$ 1,000,000

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		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

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

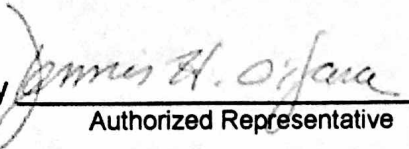
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

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RFP APPENDICIES: A-1, A-2, and A-3

A-1 REQUIRED FORMS, New Contracting Information

- 1) Letter of Intent (LOI) Form
- 2) Qualifications Statement Form
- 3) CMD Form 3 (see CMD Attachment 2 Forms)
- 4) DPH General Budget Forms
- 5) First Source Hiring Form (Information Required upon selection)
- 6) HCAO & MCO Declaration Forms
- 7) MCO Hourly Rate effective 7/1/2020 (Information)
- 8) Insurance Requirements effective 7/1/2019 (Information)
- 9) Chapter 21 FEMA Requirements
- 10) Proposal Package Check List (Resource Tool)
- 11) HHS Information Tools:
 - Calculating UOS
 - 2017 HIV Cost Caps

A-2 STANDARD SUPPLIER/NEW VENDOR FORMS:

- If you are a current City Supplier/Vendor you are not required to complete these forms.
 - If you are a potential NEW SUPPLIER/VENDOR with the City and County, the following is required to be completed via the OCA Web Site:
 - Please paste to your browser: <https://sfgov.org/oqa/qualify-do-business> to learn how to “Qualify to Do Business” with the City and County of San Francisco.
- 1) New Vendors Standard Forms Information and Links
 - 2) A Step by Step Guide to Becoming an Approved Supplier

A-3 FOR INFORMATION ONLY

- 1) Standard Legal Agreement Boilerplate Draft Copy (G-100)
- 2) Insurance Requirements
- 3) LBE Certification Instructions
- 4) LBE Applications
 - LBE Application – Small/Micro/Local Business
 - LBE Application – Non-Profit Entity
- 5) SFDPH Procedure regarding Subcontracting

Standard BAA documents Below:

- 6a) Business Associate Agreement
- 6b) BAA All Attachments

Travel Ban Information:

- 7) Contract Travel Ban Memo/Ban on City Contracts and Travel Involving States with Anti-LGBT Laws and Abortion-Restrictive Laws – 12X State List (Memo 10/16/2019)

Cyber Insurance Determination form:

- 8) Work book to determine if cyber insurance requirements

MCO Non Profit Minimum Wage Rules:

- 9) July 1, 2020 Non Profit Minimum Wage Rate

FEMA Non-Emergency Requirement Appendix

- 10) FEMA Non-Emergency requirement

RFP 39-2020 HIV Health Services Rental Subsidies

I. Introduction

The San Francisco Department of Public Health (SFPDH), HIV Health Services (HHS), is soliciting proposals to support **two (2) HIV Health Services Rental Subsidies** programs focused on rental subsidies for HIV+ people living in San Francisco.

Service	Location	Target Population
Subsidies for monthly rent	Scattered sites in SF	HIV+ individuals who are homeless or are housed but are in danger of losing secure housing because of income and/or presenting issues including dual and triple diagnoses. SF residents with low incomes, uninsured or underinsured; income is $\leq 500\%$ of the Federal Poverty Level (FPL) as defined by the US Department of Health and Human Services, however the population is prioritized by income, i.e., the lowest income clients have the highest priority

Each proposal must meet the necessary qualifications and service requirements set forth in this solicitation. Whether a proposal meets these qualifications and service requirements will be determined through the Review and Selection Process described in Section IV. No Proposer shall have any legal or equitable right or obligation to enter into a grant agreement or to perform the work as a result of qualifying for selection.

Solicitation Overview

The San Francisco Department of Public Health (SFPDH) intends to select **two** vendors to support **the HIV Health Services Rental Subsidies** services. The solicited services are further detailed in the Program Services Specifications in Section II.

To participate in this solicitation process, Proposers are required to submit:

- A Letter of Intent (LOI)
- A Qualifications Statement:
 - Verification of being a current approved City Supplier/Vendor
 - Verification of compliance with the HIPAA Business Associate Addendum
- A complete Proposal Package according to Submission Requirements in Section III.
- CMD Attachment 3 Form
- MCO and HCAO Declaration (copy)

Please note:

- **Place the CMD Forms and the MCO and HCAO declaration forms separately from your proposal package.**

In the event that only one Letter of Intent (LOI) or if one Proposal is submitted for this solicitation, the Department will determine the viability of entering into negotiations with that vendor/supplier. If more than one LOI or if more than one Proposal is received, the process will progress through the submittal steps outlined in this solicitation. Vendors/Suppliers who submit an LOI and then decide to not submit a proposal afterward, should contact the Contracts Unit and communicate their intent to not participate in the RFP.

Prior to submitting your Letter of Intent, please review the Service Category Minimum Qualifications outlined in Section II to determine if your agency is qualified.

Incomplete or non-compliant Proposals will be rejected during Initial Screening. A Technical Review Panel, as described in Section IV, Review and Selection Process, will evaluate proposals progressing to the Review and Selection Process.

Opportunities for bidders to ask pre-bid questions will be afforded through the E-questions as specified in Section V.

Section VI covers Standard Terms and Conditions for Receipt of Proposals, as established by the City and County of San Francisco.

Section VII covers Standard Contract Requirement, as established by the City and County of San Francisco.

Appeals Procedures for breach of solicitation procedures are covered in Section VIII.

Required forms, standard forms, and informational documents are provided in Appendices A-1, A-2, and A-3.

Potential Contractors must have a **registered/valid City and County of San Francisco Supplier ID number** (previously known as the Vendor ID#) and provide your current **Supplier ID number**.

If you **are not registered** as an approved City Supplier, you must begin the process at the time of proposal submission.

- o Please go to: <https://sfcitypartner.sfgov.org/> to learn how to “Qualify to Do Business” with the City and County of San Francisco.
- o Potential contractors who have questions regarding navigating the “Supplier” portal may send emails to sfcitypartnersupport@sfgov.org for help or questions regarding the PeopleSoft system.

The complete solicitation package is available for download at:
<http://www.sfdph.org/dph/comupg/aboutdph/insideDept/Contracts>

Click on **RFP 39-2020** and follow the instructions.

For questions about solicitation procedures or documents, please contact:

Irene Carmona
SFDPH – Contracts Unit
Subject: RFP 39-2020 HIV Health Services Rental Subsidies

DPH-ContractsRm402@sfdph.org

A. Contract Term

The City reserves the option to award initial contract(s) for **original term(s) from one (1) to four (4) years**, and the right to exercise options to extend the original term of the contract(s) for any period(s) not to exceed a **total maximum of ten (10) years** of services from the original contract agreement.

Contract terms allowable are mandated under the “Administrative Code Section 21.9 Multiple Year Contracts; Options to Extend or Renew.”

The City reserves the right to procure services similar or identical to the services specified in this RFP by any other means. No respondent is guaranteed a contract.

The Department reserves the right to issue multiple contracts to multiple vendors that are qualified and that submitted a proposal. Throughout the course of the contract, the Department will monitor the performance of the contractor(s) in accordance with Departmental monitoring procedures and reserves the right to alternate primary providers for non-performance.

The Department reserves the right to solicit services under a new RFP in the event that submitted proposals are not responsive to the service categories outlined in this RFP.

A contract or contract funding notice is not a guarantee of funding for a program or the continuation of services. Annual funding for contracts may vary or change according to the availability of funds. The Department reserves the right to re-open the solicitation to request additional proposals or to resolicit services.

B. Funding

1) Funding Sources, Terms, and Restrictions

- Funding is based on the availability of funds as it applies to each specific project.
- SF DPH HIV Health Services (HHS) will fund **two (2)** grant agreements, one agreement per program listed below.
- Contracts resulting from this solicitation are scheduled to begin **July 1, 2021**, with client services beginning (or continuing) on this date.

- The estimated annual amount of funds available through this RFP is **up to \$5,422,190**, distributed in **two (2)** separate contracts with estimated unduplicated clients (UDC) served as follows:

Applicable to Both Category 1 and 2

The goal of these funds is to provide monthly financial assistance in the form of a rental subsidy to help low income HIV+ SF residents who are homeless, at risk of homelessness or marginally housed, and to assist clients secure and maintain stable, safe, and affordable housing by providing short-term housing advocacy including the development of a housing stability plan that supports clients to access and remain in care.

	Summary of Proposed Program(s)	Estimated Amount	Estimated UDC
1	Category 1. HIV Assisted Housing Program A supported resident day defined as the combination of housing advocacy and a partial rent subsidy. Partial rent subsidies are based on verified monthly income. The client's income and number of dependent children in the household determine the subsidy amount paid to program clients.	\$ 1,117,358	240
2	Category 2. HIV Rental Subsidies Program A rental subsidy defined as monthly financial assistance in three increasing levels of support depending on income and other eligibility criteria to assist low income HIV+ SF residents in securing and maintaining stable, safe, and affordable housing.	\$ 4,304,832	349

- Funds for this solicitation may come from one or more of the following: a) City and County of San Francisco General Fund; b) the State of California Department of Public Health; c) Federal Grant funds.
- SFDPH reserves the right to determine funding source and to package funds appropriately for specific services and contractors.
- There are no guarantees of annual funding.
- SFDPH reserves the right to terminate or not to renew a contract funded through this request for proposals (RFP) at any time.
- Subcontractors - Allowable Direct Cost.
 - o Subcontracted services are allowable as direct costs when necessary to support the final cost objective. As such, these direct costs may be used in the calculation of the prime contractor's indirect cost rate with some limitations. The prime contractor can charge indirect costs on the first \$25,000 of each subcontract at the

approved/allowed indirect cost rate. Additional subcontract expenses beyond \$25,000 must be excluded from the indirect rate calculation.

- Reference: OMB Uniform Guidance Part 200 Subpart A Section 200.68 Modified Total Direct Cost (MTDC)
- The estimated annual amount of funding available to support the services described in this RFP is subject to increase or decrease depending on changes in available Federal, State and local, funding resources; changes in HIV services priorities as recommended by the HIV Community Planning Council (HCPC), or as determined by HHS; or other circumstances.
- All GRANT funding including “Special Revenue” is determined by the grantor. Annual funding may increase or decrease depending on availability of funds. Grant funding is based on the conditions of the grant award. (“Special Revenue” may be a result of funding from the Federal Government or the State of California)
- All General Fund funding is based on the City & County of San Francisco “Annual General Fund Budget Approval Process.”
- Should additional funds become available after the release of this RFP or after awards from this RFP have been made, SFDPH reserves the right to allocate these additional funds as it deems appropriate according to program planning and service needs, including but not limited to: adjusting the number and/or size of awards; supplementing awards from this RFP with additional funds during service periods; supporting SFDPH-delivered services; or issuing a new solicitation.

2) San Francisco Minimum Wage Rates:

- **Beginning July 1, 2021, the Minimum Wage Rate is: \$16.50 per hour for Nonprofit and Public Entities, and \$18.24 for For-Profit suppliers.**
- **All contracts supporting hourly staff must comply with this hourly rate.**
- **See MCO requirements in Appendix A-1**
- **<https://sfgov.org/olse/minimum-compensation-ordinance-mco>**

3) System for Award Management (SAM) Registration – Federal Funding Requirement:

- Agencies/Vendors who receive funding from the Federal Government must register with the System for Award Management (SAM) and renew their membership annually.
- This requirement includes sub-recipients and subcontractors.
- Please complete the registration/renewal process and forward a printout indicating your membership is active.
- No grant funds will be encumbered until SAM membership is active.
- SAM registration can be done here: <https://www.sam.gov/portal/SAM/##11>

C. Ban on City Contracts Involving States with Anti LGBT Laws and Abortion-Restrictive Laws

In the event the Department intends to seek reimbursement from FEMA for services in support of the Departments response to the COVID-19 emergency, the requirements of 12X shall not apply to contracts awarded from this RFP.

Per Administrative Code Section 12X prohibits City contracting with companies from states that have enacted laws after June 26, 2015, reversing anti-discrimination protections for LGBT individuals or that permit discrimination against LGBT individuals. Administrative Code Section 12X.5 (a) cites that the City shall not enter into any Contract with a Contractor that has its United States headquarters in a state on the Covered State List or where any or all of the work on the Contract will be performed in a state on the Covered State List.

On August 9, 2019, the Board of Supervisors enacted an ordinance amending Chapter 12X (Ordinance NO. 200-19, file No. 190658). The Ordinance moved the existing provisions concerning states with anti-LGBT laws into Article I and created a new Article II, which prohibits city-funded travel and City contracts involving states with laws that prohibits abortion prior to the viability of the fetus.

In accordance with the Administrative Code Section 12X.5 (b) and 12X.15(b), the Contracting Department may waive the requirements of Section 12X.5 and 12X.15 in full or in part, if the department determines that strict application of the requirement would not be feasible, would create an undue hardship or practical difficulty, or that similar circumstances otherwise warrant granting of the waiver.

MEMO issued by the “City Administrator” regarding “Ban on City Contracts Involving States with Anti LGBT Laws and Abortion-Restrictive Laws” is located in attached **Appendix 3** of this solicitation.

HIV Health Services (HHS) Funding Limitations and Specifications:

- Funds for this solicitation will come from one or more of the following: a) the federal Health Resources and Services Administration, HIV/AIDS Bureau (HRSA/HAB) (FY March 1 through February 28(9)); b) HRSA/HAB Ryan White Part B funds through the State of California Department of Public Health (FY April 1 through March 31); and, c) the San Francisco General Fund (FY July 1 through June 30).
- HHS reserves the right to determine the amount of funding, the funding source, the final selection of contractor(s), and to package funds appropriately for specific services and contractors.
- Funds for this solicitation may be renewable annually (dependent on availability of funds, successful performance of contract obligations, compliance with data and reporting requirements and Public Health and the San Francisco HIV Community Planning Council (HCPC) priorities, and changes in the epidemic affecting need for services) for a period of up to ten (10) years.

- HHS reserves the right to terminate or not renew a contract funded through this request for proposals (RFP) at any time.
- If the submitted applications to this RFP are deemed not qualified, HHS reserves the right not to issue awards in this service category. HHS may implement a separate process to obtain the services identified in this RFP.
- Funds must be used for programs and services located in San Francisco.
- **Administrative Expenses may not exceed 10% of Total Direct Expense for Ryan White and HIV Health Services funded programs, which include Indirect Expenses as well as Personnel not providing direct client services.**
- Ryan White funds may be used to supplement, but not replace, local funds provided for services to individuals with HIV disease.
- Required services may be covered by non-RFP funds (i.e. another grant, contract, or agency unrestricted funds). Services funded through non-RFP funds must be maintained throughout the term of the program.
- Services covered under the awarded contract must be offered without regard to the individual's ability to pay, the individual's past or present health condition, and in a setting accessible to low income PLWH/A.
- The cost per Unit of Service (UOS) should reflect the full cost of the unit of service as defined in the RFP. Do not propose to count units that are paid for, in whole or in part, from another funding source. If the program elects to provide required services from other revenues, the full cost of each unit must be paid for from that other revenue source. UOS rates may not exceed established HHS cost caps. (Appendix A-1 HHS Reference documents).
- **Funds may NOT be used for the following as required by HRSA/HAB regulations or the restrictions of this RFP:**
 - Research
 - Cash incentives for clients
 - Clothing
 - Employment and Employment-Readiness Services, except in limited, specified instances (e.g., Non-Medical Case Management Services or Rehabilitation Services)
 - Funeral and Burial Expenses
 - Property Taxes
 - Pre-Exposure Prophylaxis (PrEP)
 - Non-occupational Post-Exposure Prophylaxis (nPEP)
 - Materials designed to promote or encourage, directly, intravenous drug use or sexual activity, whether homosexual or heterosexual
 - International travel
 - The purchase or improvement of land
 - The purchase, construction, or permanent improvement of any building or other facility

Additional Program Administrative and Reporting Requirements for Responding to this RFP.

The following are the HHS administrative and reporting requirements. Additional city and SFDPH requirements will apply to all contractors. These will include but are not limited to requirements related to contracting procedures, contract monitoring, cultural competency, client satisfaction surveys, data security, and the Health Insurance Portability and Accountability Act (HIPAA).

Program Administrative and Reporting Requirements	
Requirement	Description
Participation in Special Projects and Studies	Programs will be invited to participate in special projects or studies. Whether participation is mandatory will depend on the project/study.
Training and Technical Assistance	Program staff and volunteers will be required to attend HHS trainings as relevant to the job functions. Programs will also be required to work with HHS technical assistance team as needed.
Evaluation and Data Collection Activities	Programs must submit all data as required. In addition, periodically, programs will be required to work with HHS to assess whether program goals and objectives are being met. HHS may require agencies to periodically write up or present a short summary of data and evaluation findings, including program successes, challenges, and improvements made based on the findings.
Client Satisfaction Survey	HHS may require programs to conduct a client satisfaction survey/activity in addition to the city requirement.
Program and Continuous Quality Improvement (CQI) Policies and Procedures	All programs must have policies and procedures in place for programs, including a CQI plan, that meet the minimum HHS requirements.
Program Policies and Procedures	All programs must have policies and procedures in place describing program protocols, curricula, and other important program-related information.
Client Data Security and Management	All programs must maintain a policy regarding client data security, which includes policy for storage, access, retention and destruction of data.

II. Program Service Specifications

A. Goals and Program Overview

1) San Francisco Department of Public Health HIV Health Services Goals

HIV Health Services (HHS) of the San Francisco Department of Public Health (SFDPH) is focused on creating and sustaining an HIV system of care for eligible San Francisco residents living with low-income, that improves the quality of life indicators for all HIV clients in the HHS system of care, while also working to eliminate the health disparities that impact the most vulnerable and under-served of the populations.

2) Services Solicited

HIV Housing Rental Subsidies

The scope of work intends to define broadly the tasks expected of successful applicants.

This outline should be a general guide; it is not intended to be a complete list of all work needed to serve clients effectively. However, successful proposals will demonstrate an understanding of and a detail how these services will be effectively provided.

For those applying to provide services through multiple HIV Housing Subsidy programs, proposers must submit separate and complete proposals for each program.

The Department is seeking to fund proposals that:

- Address the services solicited;
- Demonstrate an ability to provide HIV Housing Subsidy services;
- Provide culturally competent approaches;
- Demonstrate a proven successful track record in serving the proposed target populations; including those with severe need and who present with multiple co-morbidities (HIV, substance use, mental health issues and/or other conditions, which impact health);
- Demonstrate strong linkages to other health and social service agencies; and
- Contain realistic and reasonable budgets.

All HHS-funded services must be used for services that are not reimbursed by any other source of revenue. Client eligibility determination for residency, low income, and insurance status must be confirmed at intake and at 12-month intervals thereafter. Interim confirmation of client eligibility is required at six-month mark, and may be by client self-attestation, but must be documented in the client's file or in the HHS client services database system, AIDS Regional Information & Eligibility System (ARIES).

Each vendor should demonstrate its capabilities by providing a proposal package. There is no guarantee of a minimum amount of work or compensation for any of the Vendors/Contractors selected. The Department may select a Vendor from the list in its sole and absolute discretion.

B. Minimum Qualifications

- 1) Applicants must submit the Qualifications Statement, **located in Appendix A-1**, certifying that all minimum qualifications are met.
- 2) Applicants must submit a complete signed Qualification Statement.
- 3) Applicant must be valid/registered approved City Supplier to do business with the City and County of San Francisco. City and County of San Francisco government departments/ sections may NOT apply. (Or in the process of becoming a City Supplier)
- 4) By Jan 1, 2021 applicants must be a nonprofit agency that is tax-exempt under Section 501(c)(3) of the Internal Revenue Code and be licensed to do business with the City and County of San Francisco.
- 5) All candidates must be in good standing with the Department of Public Health
- 6) Applicants must attest to having five years of experience within the San Francisco HIV System of Care, or five years of providing services to San Francisco's most vulnerable populations; including those with severe needs and who present with multiple co-morbidities (HIV, substance use, mental health issues and/or other conditions, which impact health);
- 7) Applicants must be a direct service provider located in San Francisco, no subcontractors or third-party agreements accepted.
- 8) Applicants must have at least 5 years of experience working within the San Francisco HIV System of Care or providing services to comparably vulnerable populations.
- 9) HHS funding may account for no more than 70% of the total annual organization budget of the agency providing the proposed services.
- 10) Proposal packages must meet the specified service category minimum qualifications to be approved for the RFP review process.
- 11) Proposal packages that do not meet the specified minimum qualifications will be eliminated from the RFP review process.
- 12) Providers of this service must be financially able to sustain the provision of subsidies to eligible clients for up to 3 months prior to being reimbursed by the City and County of San Francisco as new and renewal contracts are certified and reimbursements may be available.
- 13) Bidders must include a description of history providing the solicited services for a minimum of 5 years, or similarly structured services of making on-going payments to a third party vendor on behalf of clients

C. Services Solicited, Narrative Instructions and Scoring Criteria

1) Service Solicited

HIV Housing Rental Subsidy services: The Department will support **two (2)** programs.

BACKGROUND:

All proposals should briefly describe how services are or will be typically provided to clients, as well as how services will be provided remotely or virtually as required recently and currently by the COVID-19 pandemic and other future health or other nature of emergencies that may impact programs.

HIV Housing Rental Subsidies were previously solicited by Housing and Urban Health (HUH). Upon the reorganization of housing services within San Francisco City government this subsidy funding has been managed by the DPH HIV Health Services system of care.

SERVICE DESCRIPTION:

- Bidders must provide a basic overview of the proposed program model or design
- Bidders must include a description of history providing the solicited services or similarly structured services of making on-going payments to a third-party vendor on behalf of clients for a minimum of 5 years
- Bidders must describe proposed services in detail, i.e., how will services be offered, where will services be offered, position titles of staff that will serve/interact with clients, when will services be offered (days, hours)
- Bidders must describe how program services fit into the organization's mission and design
- Bidders must describe the goals of providing the service, for example:
 - 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.
 - to provide monthly financial assistance in the form of a rental subsidy to clients with HIV/AIDS to help clients secure and maintain stable, safe, and affordable housing.
- Definition and Description of Services:
 - Rental Subsidies - designed for longer term stabilization, often linked to case management and other services to help stabilize and maintain clients' health.
 - Development of an individual housing stability plan that supports clients to access care and remain in care.

- Essential Functions of Providing Services:
 - Intake and assessment of client need at entry and at least annually thereafter
 - If eligible client is already housed program staff arranges a subsidy
 - If eligible client is not currently housed program staff will assist clients in applications for Shelter plus Care, DAHLIA website, section 8 voucher and/or any other transitional or permanent housing opportunities
 - If client is eligible for subsidy service but there is no available funding place client on wait list; report number on wait list to HHS quarterly
 - If income and/or health benefits, i.e., SSI, SSDI, M-Cal, etc. are not already in place refer client for benefits counseling
 - Determine if client is currently receiving primary care and case management; if not, make appropriate referral(s), and link clients.

- Programs must demonstrate referral relationships with other HIV service providers in SF and describe how linkages occur within the HIV System of Care for other services clients may require

- Programs must demonstrate working relationships with the SF Department of Homelessness and Supportive Housing and the Mayor's Office of Housing and Community Development for staff to remain current on all housing opportunities for clients

- Coordination within the HIV Health Service (HHS) System of Care
 - successful bidders will demonstrate the ability to develop cooperative agreements with other HIV service providers to ensure sufficient referrals are received
 - successful bidders will demonstrate the ability to conduct outreach with key HIV service providers to obtain eligible clients if needed
 - successful bidders will inform HHS monthly if outreach has not been sufficient to enroll the proposed target number of unduplicated clients

- As clients are newly enrolled in services or reassessed for eligibility annually thereafter, copies of client leases and/or reviews of client enrollment in other rental assistance programs should be conducted to prevent clients drawing from multiple rental assistance programs simultaneously

POPULATION:

Programs must be designed to meet the needs of and focus on low-income clients with HIV. Clients must be San Francisco residents who are uninsured or underinsured with co-occurring Hep C, mental health diagnosis, and/or substance abuse problems.

Low Income status is equal to 500% of the Federal Poverty Level (FPL) as defined by the US Department of Health and Human Services, however the population is prioritized by income, i.e., the lowest income clients have the highest priority.

PROGRAM REQUIREMENTS:

The following are required programmatic elements, strategies, and compliance documents:

Facility Site(s):

This program serves clients in a welcoming, safe, and clean setting over which the successful applicant must have site control either through ownership or collaboration.

Standards of Care:

Proposers must abide by the standards of care for the services specified as described in "Making the Connection: Standards of Care for Client-Centered Services."

Contingency Plan for Immediate Staff Replacement:

Successful applicants will make all efforts to maintain a full complement of staff for each position throughout the course of the contract. In the event of staff illness / vacation, client coverage will be maintained by arranging coverage from existing staff. In the event a vacancy should occur, replacement workers will be sought immediately. The successful applicant's Human Resources Department and Program Management will collaborate to recruit qualified applications via internet, healthcare agencies, local colleges / schools, Employment Development Department, and available registries. First consideration will be given to existing part-time / on-call staff. The immediate supervisor of other vacated positions and the Human Resources Department will address any other vacancies. The time frame for hiring staff varies, however, the complete hiring cycle can take anywhere from two weeks to one month to complete. This process consists of advertising, screening qualifications, interviewing, and reference checking.

Required Strategies

- **Maintain a workforce that mirrors the populations served.** Client-facing positions (e.g., front desk staff, outreach workers, service delivery staff) should demographically reflect the population served.
- **Ensure that some services are delivered by concordant providers.** "Concordant Providers" is defined as people with lived experience similar to the populations served and may have shared demographic characteristics including race and gender. For example, an agency

should create a patient or community advisory board and/or hire and train staff to conduct services.

- **Involve clients in program development.** Include community voices and qualitative lived experience in all aspects of planning, program design and implementation, and service delivery using a systematic and continuous process. Build on community strengths and ensure that cultural and historical barriers (e.g., mistrust of service providers, language barriers) are removed.
- **Address stigma for clients.** Provide a non-stigmatizing and welcoming environment and interact with clients in ways that communicate positive regard, acceptance and respect.
- **Ensure services are culturally specific.** Develop testing models that incorporate nuances to address different cultural barriers and specific target population needs.
- **Build partnerships and collaborations with other organizations.**
- **Conduct appropriate outreach to find clients as needed**

Compliance Documents

The following documents and policies detail expectations around program design and service delivery. They should be reviewed and incorporated into RFP response as appropriate:

- Comply with HRSA 10% Cap on Administrative Expenses found:
 - o <https://hab.hrsa.gov/sites/default/files/hab/Global/HRSA-HAB-PCN15-01>
 - o <https://hab.hrsa.gov/sites/default/files/hab/Global/HRSA-HAB-PCN15-01>
- Comply with HRSA PN (PCN 15-02 (or its updated release) for CQI requirement found HERE:
 - o <https://hab.hrsa.gov/sites/default/files/hab/Global/HAB-PCN-15-02-CQM>
 - o <https://hab.hrsa.gov/sites/default/files/hab/Global/HAB-PCN-15-02-CQM>
- Comply with HHS Standards of Care (if applicable) found HERE:
 - o [HIV Rental Subsidies DRAFT \(3 IC10.29.20\).docx](https://sfhivcare.com/hhs-resources/standards-of-care/)
 - o <https://sfhivcare.com/hhs-resources/standards-of-care/>
- Comply with HHS Cost Caps Service Definitions attached in Appendix A-1 of this RFP.
- Comply with HRSA Salary Cap found HERE:
 - o <https://www.hrsa.gov/sites/default/files/hrsa/grants/manage/conference-call-february-2020>
 - o <https://www.hrsa.gov/sites/default/files/hrsa/grants/manage/conference-call-february-2020>
- Comply with SFDPH's Harm Reduction Policy found [HERE](#)

Healthy Staff, Agencies, and Collaborations

The following details required staff trainings, on-going support and retention as well as pay guidelines and interagency collaborations.

Healthy Staff

- **Staff Training:** SFDPH and its partners are committed to building and maintaining a highly skilled workforce, prepared to deal with the complexity of client and community needs. To

that end, agency staff funded through this RFP will be required to participate in the following trainings: racial humility, trauma informed systems (TIS), and harm reduction training of all staff. The staff that must participate in these trainings will be addressed during contract negotiations.

- **Staff Pay:** According to Housing and Urban Development (HUD), in SF in 2020, a single adult is considered low income if earning less than \$97,600 per year; for a 4-person family the cut-off is \$139,400. <https://www.huduser.gov/portal/datasets/il/il2020/2020summary.odn>
 - o <https://www.huduser.gov/portal/datasets/il/il2020/2020summary.odn>
 - o SFDPH encourages agencies to provide livable wages to staff.

Healthy Agencies

- **Staff retention:** Agencies must have a plan in place to support client-facing staff to prevent burnout and address the vicarious trauma that can occur while working with traumatized populations. Examples of an effective plan include (but are not limited to): staff support group facilitated by a clinician such as an LMFT or LSCW who is also available for individual support as needed. Agencies must allow staff to participate in the San Francisco HIV Frontline Organizing Group (SF HIV FOG), Navigators meetings, and other professional development activities.

Healthy Collaborations

- Enter and re-enter Collaborations and Referrals for a healthy, strong system of care benefitting clients' needs.

Program Evaluation and Accountability

Performance Measures track the results of the applicant's specific program and form some of the contract deliverables. The following are the current contractual Performance Objectives for this service category:

Objectives (Superscripts refer to corresponding number in the notes column)	Client Inclusions	Data Source (Compliance/ Program Review)	Measure Period
100% of new subsidy clients will have a housing plan in place ≤ one month of receiving the subsidy.	All new clients	Agency Report of electronic or paper client files	Contract year
The program will stabilize the housing situation of ≥80% of program participants ≤ 6 mos. of receiving the initial subsidy.	All new clients	Agency Report of electronic or paper client files	Contract year
≥ 80% of subsidy recipients who have secured housing will have maintained housing or moved to a level of care more appropriate to their needs within 1 year.	All clients	Agency Report of electronic or paper client files	Contract year

≥ 75% of clients who exit housing will secure housing appropriate to their needs (e.g., transition to different level of care, move-in with family or friends, independent or unsubsidized housing, etc.) ¹ .	All clients who exit housing excluding deaths	Agency Report of electronic or paper client files	Contract year
100% of subsidy recipients have their eligibility recertified at least annually.	All clients	Agency Report of electronic or paper client files	Contract year

Proposals may also recommend additional or alternative Performance Objectives which they believe would accurately reflect quality of services provided to client population.

Funded programs must be able to measure the achievement of all performance objectives specified in the proposal and must describe how success in achieving the program objectives will be tracked as part of an evaluation effort. The descriptions of additional or alternative performance objectives should include staff responsibilities related to evaluation and standards for success related to each objective. Objectives must be Specific, Measurable, Achievable, Realistic, and Time-phased (SMART).

Data Collection and Reporting

Funded programs must comply with all HHS requirements regarding data collection and submission, which include working with HHS to measure and report on program-specific objectives, and collecting and reporting on basic demographic, behavioral risk, and other needed information. **Successful applicants will be required to participate in an annual program monitoring process conducted by the SFDPH Business Office of Contract Compliance (BOCC).**

In addition, bidders must describe:

- program staffing plan for supporting data collection and management;
- program methods and processes for collecting, entering, and reporting client-level data;
- whether data submissions were on time and complete for FY 2019-20 if the bidder was an HHS contractor.
- whether data submissions for other funders were on time and complete for FY 2019-20 if the bidder is not currently an HHS contractor.
- program plan for compliance with ARIES requirements as detailed immediately below

ARIES Client Database

The AIDS Regional Information and Evaluation System (ARIES) is a client management system designed for HHS providers. ARIES enhances care provided to HIV clients by helping agencies automate, plan, manage, and report on client data and services. ARIES protects client records by ensuring only authorized agencies have access. ARIES data is 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. ARIES data entry is required for all Ryan White-eligible clients receiving services paid by any HHS source of funding.

Successful bidders will maintain more than one staff trained and proficient on the ARIES database and registration system to comply with HHS policies and procedures for collecting and submitting all required data, and will maintain timely, complete, and accurate unduplicated client and service information in ARIES:

- Client registration data must be entered into ARIES within 48 hours or two working days after the data are collected, after confirming with HHS staff that the client does not exist in the system.
- Service data, including units of service, for the preceding month must be 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.
- ARIES Reports of UOS and UDC must be reviewed by a supervisor each month to ensure proposed targets are achieved
- Clients receiving subsidies must sign an ARIES consent form as a shared client in the database
- UOS and UDC in ARIES and invoiced to HHS each month should match

Failure to adhere to HHS standards for quality and timeliness of data entry will risk delay of payment until all data is entered and up to date

Continuous Quality Improvement (CQI)

Bidders are required to have in place a detailed quality assurance plan for the services being solicited and must be able to describe and document:

- appropriateness of overall service to target population;
- adequacy of site-specific clinical consultation and supervision;
- staff position(s) and associated time (detailed as full-time equivalency (FTE) spent on CQI activities) responsible for ensuring quality of services and program evaluation;
- accuracy and completeness of client level data to be collected;
- adherence to relevant standards, guidelines, and contractual requirements;
- program evaluation mechanisms;
- ability of the program to track and document referrals and linkage;
- review of client records (chart audits);
- review and updating of written policies, procedures, protocols and practices;
- agency and program site audits (as applicable);
- expert review of educational materials developed for clients;
- Quality Assurance Committee, Quality Team and/or Advisory Committee(s);
- trend analyses and use of data and evaluation findings to improve program;
- continuing education and training for providers, staff, and supervisors in HIV related issues;
- annual client survey including measurements of level of client satisfaction, opportunities for clients to comment on program challenges and perceived service gaps and process for reviewing and implementing improvements based on issues identified in survey responses;

- effective communication of patient service agreements including nondiscrimination, conflict resolution, grievance policies and procedures to both program clients and staff.;
- policies and procedures in place to address challenging clients that ensure a fair process and ensure that a low threshold to remain in service is maintained;
- mechanisms that ensure that all clients receive required services as well as additional services needed to obtain maximal health outcomes;
- assessment of program achievement of objectives, and action plan for achievement as needed.
- May be invited and required to participate in HHS Quality Improvement Initiatives

2) Narrative Instructions

a. **Narrative Page Limits and formatting requirements:**

- The maximum page limit is 20.^[ak1]
- Times New Roman font
- 11 point font
- 1 inch margins
- 1.5 spacing between lines

b. **Proposal and Agency Overview:**

In your narrative, please provide a statement that supports the following:

- Describe the agency's history and includes its mission statement.
- Describe the agency's existing organization structure and systems to deliver proposed service.
- Describe all the components of the proposed **HIV Housing Rental Subsidy services** outlined in the application.

c. **Relevant Program Experience and Past Performance:**

Please describe the agency's experience providing relevant program services. As part of the description, please address the following noting the Minimum Qualifications associated with the solicited program and service category:

- o Are the proposed services new or part of a continuing program? If part of a continuing program, please indicate how long that program has been in operation.
- o Has the agency or it's subcontractor(s) provided the solicited services using DPH-HIV Health Services funds before?
- o Has the agency or it's subcontractor(s) provided other similar services on behalf of the City and County of San Francisco? If so, please describe.
- o How do the proposed services relate to the services the organization provides currently?

NOTE: If the proposing agency or its' contract agency(ies) has provided the solicited services with DPH-HIV Health Services (HHS) funding at any time in the last three years (November 30, 2017), DPH – HHS will attach to the application a copy of the most recent signed monitoring

report(s) for those services and any Corrective Action Plan, if applicable. If applicable, DPH will also attach to your application the agency's most recent Citywide Fiscal and Compliance Nonprofit Monitoring. In this section of your response, discuss the resolution of any problems noted in such reports. Other applicants may submit externally written evaluations, if available. If no written report is available, explain why it is not available.

Experience with the Target Population and Cultural Competency

Describe your level of experience with and approach to serving clients in the target population. Within that description:

- State how long and to what extent the agency has provided services to the specified target population.
- Describe innovative approach(es) to serving the target population that the agency has developed and/or employs.
- Describe the agency's experience providing services using a harm reduction model.
- Identify and discuss how the proposed program will address and resolve the significant challenges clients will likely face such as transitioning from homelessness to housing, chronic substance use and/or persistent mental illness.
- Describe the agency's experience providing cultural and linguistically competent services to meet the needs of the target population.

Program Design and Coordination

Describe the proposed program design including the following:

- o Explain how, when and where services will be provided.
- o Describe how the program complies with requirements of the **RFP 39-2020 as indicated in Section II of this RFP.**
- o Explain proposed staffing model for the project (i.e., note staff titles, position descriptions and qualifications, salaries, and FTE) and explain how staff time will be allocated.
- o As a separate attachment, include an organizational chart that illustrates agency and program structure.
- o Explain the process of how a client receives services, from intake to discharge.
- o Explain how the program will provide follow up services and conduct ongoing eligibility determination
- o Explain how the agency will adapt services provided as needed for client and staff safety to prevent COVID-19 infections, and similar public health challenges.
- o Explain how the agency and the services proposed will address the specific cultural and linguistic needs of the target population, including the provision of written materials with varied literacy levels.
- o Explain how the data collection system (ARIES) will be utilized to track client-level data including which staff will have access to this information and if applicable any additional data collection systems currently utilized or which would be developed to track client data including which staff would have access to the data.

3) **Budget Documents:**

Proposal must include program budget and justification identifying designated staff, operating expenses, and indirect expense that supports a typical program/fiscal administration contract. The budget and justification should be reasonable costs appropriate.

Proposed budget must:

- Clearly outline services rates and expenses.
- You may use the budget forms located in **Appendix A-1**

If the vendor is successful in the application process, the proposed budget will be reviewed and considered in the contract negotiation process.

Contract funding and budget requests are determined by the specific project needs and the availability of funds.

4) **Compensation of Work Performed**

Reimbursement will be through a cost reimbursement method. As a condition of award, the contractor must agree to appropriately bill Medi-Cal, Medicare and private insurance in all cases where the patient is covered by insurance (including public insurance) and the procedure is allowed and paid by the insurer. ***Note RWPA funds must be used as the funding stream of last resort.***

Monthly invoices must be submitted that report Units of Service (UOS) provided, Unduplicated Clients (UDC) served, as well as expenditures related to the program.

5) **Scoring Criteria**

Proposal Statement will be evaluated using the criteria established below by a selection committee comprised of City staff. At any time during the evaluation process, the City may require a Proposer to provide oral / interviews or written clarification of its Proposal Statement.

The Department reserves the right to review and evaluate qualifications received without further clarification.

- **Vendors must have a total average score of 75 or more to be eligible for selection.**
- The proposals will be evaluated by a selection/review committee comprised of parties with expertise in the services outlined in the solicitation.
- This selection/review committee will score the submitted proposals based on the scoring criteria listed in Vendor Scoring Criteria as outlined in this solicitation.
- Final score is based on an average of the total review committee scores of each proposal.

Scoring Criteria for the Proposal Narrative Section:

Total Point Available for This Section: 70 Points

Proposal Narrative Section	Scoring Criteria	Maximum Points
<u>Section 1:</u> Proposal and Agency Overview	- Agency clearly states the solicited service for which it is applying. (2 points) - Adequate description of organization's history and mission statement. (2 points) - Adequate description of agency philosophy as it relates to the solicited services and client-centered service provision. (2 points)	6 points
<u>Section 2:</u> Relevant Program Experience	- Agency clearly states whether the solicited services are new or part of a continuing program. (If part of a continuing program, the agency must clearly state how long the program has been in operation.) (4 points) - Adequacy of description of organization's work history with the City and County of San Francisco and DPH to provide solicited services. (2 points) - Extent and effectiveness of history of providing solicited services as measured by description and most recent signed program monitoring report, any Corrective Action Plans (if relevant), and Citywide Fiscal and Compliance Nonprofit Monitoring Report with resolution of noted problems, externally written evaluations, or completeness of explanation of why no written evaluation is available. (12 points)	18 points
<u>Section 3:</u> Experience with the Target Population and Cultural Competency	- Level of experience providing services to the specified target population. (6 points) - Experience providing services using a harm reduction approach. (1 points) - Adequacy of understanding of challenges facing the target population (e.g., transitioning from homelessness to housing, persistent mental illness, etc.). (7 points) - Extent to which cultural, organizational, geographical, and other barriers to services for the identified target population(s) are described and likely effectiveness of the proposed services in addressing these barriers. (2 points) - Ability to address specific cultural and linguistic needs of target population and/or subgroups. (2 points)	18 points
<u>Section 4:</u> Program Design and Coordination	- Appropriate program design for target population. (5 points) - Appropriateness of location and hours of service operation. (5 points) - Appropriateness of proposed staffing model (including qualifications and licensure) to provide solicited services. (5 points) - Clear, logical presentation of client flow through program from intake to exit. (6 points) - Agency adequately addresses how it will identify and overcome client service barriers. (3 points) - Adequacy of existing (or proposed) data tracking systems used to follow client-level data. (2 points) - Agency provided a reasonable chart detailing projected Units of Service and Unduplicated Clients. (2 points)	28 points
	SUB-TOTAL	70 points

Scoring Criteria for the 12-Month Budget, Justification, and Evidence of Agency's Financial Health

Total Point Available for This Section: 30 Points

Budget	Scoring Criteria	Maximum Points
Section 5: Budget Documentation <i>(12 Month Budget and Justification)</i>	- Extent to which the budget and justification are consistent with the proposal narrative. (10 points) - Extent to which the line item costs are reasonable (e.g., staff salaries, materials costs). (10 points) - Budget justification provides adequate level of detail and transparency. (5 points) - Reasonable cost per UDC (client.) (5 points)	30 points
SUB-TOTAL		30 points
TOTAL AVAILABLE POINTS		100 POINTS

If Applicable:

Applicants who are LBE Certified will receive additional points. This will be added to the “Technical Review Score”. See LBE Participation terms outlined in the VI. Standard Terms and Conditions for Receipt of Proposals.

Bidder Rating Discount:

Bidder Rating Discount:	0 - 10 Pts
10% discount to LBE; or joint venture between or among LBEs	
5% discount to joint venture with LBE participation that equals or exceeds 35% but is under 40%.	
7.5% discount to a joint venture with LBE participation that equals or exceeds 40%.	
10% discount to a CMD Certified non-profit entity.	
Total Available Points:	10

QUALIFIED VENDOR:

- Your proposal/application must meet a minimum combined average score of **75 points or higher** in order to be eligible for selection.
- Selection is dependent on verification of proposal experience. If verification of experience is not valid the proposal will be eliminated.
- The department will select the application with the highest score, post verification of experience.

III. Submission Requirements

All forms are available for download at the Department's RFP/Q center at:

<http://www.sfdph.org/dph/comupg/aboutdph/insideDept/Contracts> .

A. Deadlines/Delivery Location

1. Letter of Intent Deadline

A **Letter of Intent (LOI)** to submit a proposal is mandatory. The letter must use the template in Appendix A-1 and must be signed by the appropriate authorities.

The Letter of Intent must be submitted as follows:

By: 12:00 Noon On: November 18, 2020

To: Irene Carmona
SFDPH Contracts Unit
101 Grove St. Room 402
San Francisco, CA 94102

email: DPH-ContractsRm402@sfdph.org

Due to COVID 19 we are only accepting LOIs that are submitted electronically to the listed email address.

Please complete the Letter of Intent form and email to DPH-ContractsRm402@sfdph.org

Please include the following in the Subject area of the email:

- LOI response to RFP 39-2020 HIV Health Services Rental Subsidies Program

2. Qualifications Statement and Proposal Package Deadline

Qualifications Statement and Proposal Packages must be received at the following deadline and address:

Service Category Qualifications Statement is located in Appendix A-1.

By:	<u>12:00 Noon</u>	On:	<u>December 9, 2020</u>
Place:	Attn: Irene Carmona DPH-ContractsRm402@sfdph.org	RFP #	<u>39-2020</u>

Due to COVID 19 we are only accepting Proposals that are submitted electronically to the listed email address.

Please submit your Proposals package to: DPH-ContractsRm402@sfdph.org

Proposals received after the deadline but within 24 hours may be accepted for extenuating circumstances at the sole discretion of the Director of the Department of Public Health. Applicants that submit proposals within this grace period must provide a letter to the Director explaining the extenuating circumstances by **12 noon on 12/10/2020**. Decisions of the Director to accept or reject the proposal during the grace period will not be appealable. If the proposal is accepted, the letter of explanation will be provided to the Technical Review Panel. Following the 24-hour grace period no late proposals will be accepted for any reason and there will be no appeal.

Email letter to DPH-ContractsRm402@sfdph.org , include **“Late Submission Request”** in the subject area.

In addition, the required CMD Forms, and the MCO HCAO Declarations, must be submitted separately in a sealed envelope clearly marked with the above address and solicitation number.

Proposals may NOT be submitted by fax or email and will not be accepted if so received.

B. Solicitation Package Documentation

1. Qualifications Statement documents:

To respond to this solicitation, a Proposer must follow the submittal steps outlined in this Submissions Requirements Section, to include a Qualifications Statement and a complete and assembled proposal package by the deadline outlined in this RFP.

The **Qualifications Statement documents can be found in Appendix A-1** and is also available for download at

<http://www.sfdph.org/dph/comupg/aboutdph/insideDept/Contracts>.

These are the only forms that can be used for the Qualifications Statement. Applications that do not use these forms will be rejected.

The Qualifications Statement must be signed by a person authorized to bind the Candidate to the representations, commitments, and statements contained in the Qualifications Statement.

2. Proposal Package (see Section II, Program Service Specifications, for detailed content)

The process requires submission of a proposal package consisting of the following documentation.

- a) Introductory Documents
 - (i) Qualifications Statement (use as cover page)
 - (ii) Table of Contents
- b) Standard Documents
 - (i) Program Narrative
 - (ii) Budget Document

c) Mandatory attachments

Submit only the original (no additional copies are required) in a separate set of documents labeled "CMD, HCAO MCO," and the solicitation number.

- **CMD FORM 3 Non-Discrimination Affidavit.** Per the San Francisco Contract Monitoring Division (CMD), this form must be submitted with your proposal. The CMD Form 3 is provided in Appendix A-1, with additional instructions in CMD Attachment 2.
- **Health Care Accountability Ordinance (HCAO) Declaration.** The HCAO form is provided in Appendix A-1.
- **Minimum Compensation Ordinance (MCO) Declaration.** The MCO form is provided in Appendix A-1.
- **First Source Hiring form:** Required if supplier is a successful applicant.

Applicants may not submit other items not listed above. For example, do not submit curricula or policies and procedures manuals. Anything submitted that is not on the list above will be discarded.

Additional pages beyond any limits specified will be eliminated before the proposal is reviewed.

3. Proposal Format

- Proposers must submit **One Original** of the Qualifications Statement and the same the complete and assembled Proposal Package.
- The original must be clearly marked “**ORIGINAL.**”
- **Due to COVID 19 we are accepting electronic proposal packages only.**
- Submit your application package to the designated email address outlined in Section III.
- Each section must be clearly labeled with the appropriate heading, and pages should be clearly numbered.
- The Proposer’s name and program name should be shown in the page footers.

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IV. Review and Selection Process

A. Initial Screening

1. Any proposal submitted without the required Qualifications Statement and a complete proposal package will be rejected without further review.
2. Minimum Qualifications

During the initial screening process, any proposal that does not demonstrate that the Proposer meets the Minimum Qualifications specified in the Program Service Category Specifications, Section II, of this solicitation will be considered non-responsive and will not be eligible for further review or consideration.

B. Technical Review and Scoring of Proposals

1. Technical Review:

- The proposal will be reviewed and rated by (a) Technical Review Panel(s) with expertise in the services required.
- The Technical Review Panel(s) will be recruited with strict attention to ensuring that no conflict of interest exists related to any member of the panel and the proposals anticipated according to required Letters of Intent received.

2. Scoring of Proposals:

- The Technical Review Panel(s) will review and score each proposal according to the criteria outlined in the “Program Service Specifications, Section II Scoring Criteria” of this solicitation.
- Proposals must have a total score of **75** or higher in order to be eligible to list as a “Qualified Vendor” candidate.

3. Bidder Rating Discount: (If applicable)

Applicants who are LBE Certified in the scope they are listed to perform will receive additional points. This will be added to the “Technical Review Score”. See LBE Participation terms outlined in the VI. Standard Terms and Conditions for Receipt of Proposals.

Bidder Rating Discount:	0 - 10 Pts.
10% discount to LBE; or joint venture between or among LBEs	
5% discount to joint venture with LBE participation that equals or exceeds 35% but is under 40%.	
7.5% discount to a joint venture with LBE participation that equals or exceeds 40%.	
10% discount to a certified non-profit entity.	
Total Available Points:	10

C. Qualified Vendor List - NA

D. Qualified Vendor Selection Process:

Selection from the applications/submitted proposals.

Step 1: Scoring Criteria and Review Panel:

- An independent Review panel will evaluate submitted proposals based on the scoring criteria outlined in the subsequent RFP.
- If applicable, LBE rating bonus points will apply to applicants who are LBE Certified in the scope they are listed to perform.

Step 2: Final Selection:

- Vendor selection will be determined by the results of the review process including any identified reference verification if applicable.

E. Invitation to Negotiate

An Invitation to Negotiate with the Department will be sent to the successful proposers based on their total average combined scores and the verification of references. During program negotiations, any aspect of the proposal will be considered negotiable, including the budget, the services to be provided, and the target population to be reached. Receiving an Invitation to Negotiate and entering into negotiations does not obligate either the Department or the applicant to enter into a contract; either party may decide to end the negotiations at any time for any reason. If the negotiations fail to result in a contract award in a reasonable period of time, the Department reserves the right to invite another Proposer to negotiate or to issue a new solicitation for the services.

F. Contract Notification Process

If the negotiation process is completed to the satisfaction of both the SFDPH and the applicant, the applicant will receive a notification letter indicating the negotiated services and funding amount.

The anticipated start date for contracts resulting from this solicitation is **July 1, 2021**. Failure to negotiate the contract in a timely manner, or to furnish any and all certificates, bonds, or other materials required in the contract, shall be deemed an abandonment of the contract offer.

The SFDPH reserves the right to award a single contract or multiple contracts to multiple Proposers that submitted proposal(s).

G. Stipulations

The issuance of this solicitation does not constitute an agreement by the City that any contract actually will be entered into by the City. The City reserves the right at any time to:

1. Waive or correct any defect or informality in any response, proposal, or proposal procedure;
2. Reject any or all proposals;
3. Reissue this solicitation;
4. Procure any materials, equipment, or services specified in this solicitation by any other means;
5. Ensure that all target populations are served and service requirements are met; and
6. Determine that no project will be funded.

In addition to the ability to provide the specified services, the applicant must comply with general SFDPH and City and County of San Francisco contractual requirements and ordinances, San Francisco Health Network, Population Health Division reporting requirements, and the Standard Agreement for Services.

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V. E-Questions Process

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- **E-Questions**

Only Proposers that have submitted a Letter of Intent (LOI) with an email address by the due date may e-mail questions concerning the specifics of the services solicited.

Dates/Period when e-mail questions will be accepted:

E-Questions Period:

Begin: **November 18, 2020** End: **November 20, 2020**

All questions are to be directed to the following e-mail address:

DPH-ContractsRm402@sfdph.org

You must insert the following language in the Subject area of your email message: E-Questions RFP 39-2020 HIV Health Services Rental Subsidies

The questions will be compiled and coordinated with program staff for appropriate answers. The compilation E-questions and answers will be emailed to all potential bidders who submitted a Letter of Intent (LOI). In addition, a copy of the compiled E-Questions and answers will be posted to the RFP Web Site for reference.

- **RFP Questions and Answers**

The outlined “E-Questions” period(s) is the only opportunities suppliers/vendors may ask direct programmatic questions of the Departmental staff.

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VI. Standard Terms and Conditions for Receipt of Proposals

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1. Errors and Omissions in Solicitation

Proposers are responsible for reviewing all portions of this solicitation. Proposers are to promptly notify the Department, in writing, if the Proposer discovers any ambiguity, discrepancy, omission, or other error in the solicitation. Any such notification should be directed to the Department promptly after discovery, but in no event later than five working days prior to the date for receipt of proposals. Modifications and clarifications will be made by addenda as provided below.

2. Inquiries Regarding Solicitation

Technical or procedural inquiries regarding this solicitation, other than programmatic questions addressed through the E-Questions procedure described in Section V, above, must be directed to:

Irene Carmona
SFDPH – Contracts Unit
Email: DPH-ContractsRm402@sfdph.org

3. Objections to Solicitation Terms

Should a Proposer object on any ground to any provision or legal requirement set forth in this solicitation, the Proposer must, not more than ten calendar days after the solicitation is issued, provide written notice to the Department setting forth with specificity the grounds for the objection. The failure of a Proposer to object in the manner set forth in this paragraph shall constitute a complete and irrevocable waiver of any such objection.

4. Change Notices

The Department may modify the solicitation, prior to the proposal due date, by issuing Change Notices, which will be posted on the website. The Proposer shall be responsible for ensuring that its proposal reflects any and all Change Notices issued by the Department prior to the proposal due date regardless of when the proposal is submitted. Therefore, the City recommends that the Proposer consult the website frequently, including shortly before the proposal due date, to determine if the Proposer has downloaded all Change Notices.

In the event that modifications are posted to the website, the SFDPH will send a courtesy notice by email to Proposers that have submitted a Letter of Intent. This notice will advise the Proposer that changes have been posted. Notwithstanding this provision,

the Proposer shall be responsible for ensuring that its proposal reflects any and all modifications or addenda issued by the SFDPH prior to the proposal due date.

5. Term of Proposal

Submission of a proposal signifies that the proposed services and prices are valid for 120 calendar days from the proposal due date and that the quoted prices are genuine and not the result of collusion or any other anti-competitive activity.

6. Revision of Proposal

A Proposer may revise a proposal on the Proposer's own initiative at any time before the deadline for submission of proposals. The Proposer must submit the revised proposal in the same manner as the original. A revised proposal must be received on or before the proposal due date.

In no case will a statement of intent to submit a revised proposal, or commencement of a revision process, extend the proposal due date for any Proposer.

At any time during the proposal evaluation process, the Department may require a Proposer to provide oral or written clarification of its proposal. The Department reserves the right to make an award without further clarifications of proposals received.

7. Errors and Omissions in Proposal

Failure by the Department to object to an error, omission, or deviation in the proposal will in no way modify the solicitation or excuse the vendor from full compliance with the specifications of the solicitation or any contract awarded pursuant to the solicitation.

8. Financial Responsibility

The City accepts no financial responsibility for any costs incurred by a firm in responding to this solicitation. Submissions of the solicitation will become the property of the City and may be used by the City in any way deemed appropriate.

Proposer's Obligations under the Campaign Reform Ordinance

Proposers must comply with Section 1.126 of the S.F. Campaign and Governmental Conduct Code, which states:

No person who contracts with the City and County of San Francisco for the rendition of personal services, for the furnishing of any material, supplies or equipment to the City, or for selling any land or building to the City, whenever such transaction would require approval by a City elective officer, or the board on which that City elective officer serves, shall make any contribution to such an officer, or candidates for such an office, or

committee controlled by such officer or candidate at any time between commencement of negotiations and the later of either (1) the termination of negotiations for such contract, or (2) three months have elapsed from the date the contract is approved by the City elective officer or the board on which that City elective officer serves.

If a Proposer is negotiating for a contract that must be approved by an elected local officer or the board on which that officer serves, during the negotiation period the Proposer is prohibited from making contributions to:

- the officer's re-election campaign
- a candidate for that officer's office
- a committee controlled by the officer or candidate.

The negotiation period begins with the first point of contact, either by telephone, in person, or in writing, when a contractor approaches any city officer or employee about a particular contract, or a city officer or employee initiates communication with a potential contractor about a contract. The negotiation period ends when a contract is awarded or not awarded to the contractor. Examples of initial contacts include: (1) a vendor contacts a city officer or employee to promote himself or herself as a candidate for a contract; and (2) a city officer or employee contacts a contractor to propose that the contractor apply for a contract. Inquiries for information about a particular contract, requests for documents relating to a Request for Proposal, and requests to be placed on a mailing list do not constitute negotiations.

Violation of Section 1.126 may result in the following criminal, civil, or administrative penalties:

1. Criminal. Any person who knowingly or willfully violates section 1.126 is subject to a fine of up to \$5,000 and a jail term of not more than six months, or both.
2. Civil. Any person who intentionally or negligently violates section 1.126 may be held liable in a civil action brought by the civil prosecutor for an amount up to \$5,000.
3. Administrative. Any person who intentionally or negligently violates section 1.126 may be held liable in an administrative proceeding before the Ethics Commission held pursuant to the Charter for an amount up to \$5,000 for each violation.

For further information, Proposers should contact the San Francisco Ethics Commission at (415) 581-2300.

9. Sunshine Ordinance

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

10. Public Access to Meetings and Records

If a Proposer is a non-profit entity that receives a cumulative total per year of at least \$750,000 in City funds or City-administered funds and is a non-profit organization as defined in Chapter 12L of the S.F. Administrative Code, the Proposer must comply with Chapter 12L. The Proposer must include in its proposal (1) a statement describing its efforts to comply with the Chapter 12L provisions regarding public access to Proposer's meetings and records, and (2) a summary of all complaints concerning the Proposer's compliance with Chapter 12L that were filed with the City in the last two years and deemed by the City to be substantiated. The summary shall also describe the disposition of each complaint. If no such complaints were filed, the Proposer shall include a statement to that effect. Failure to comply with the reporting requirements of Chapter 12L or material misrepresentation in Proposer's Chapter 12L submissions shall be grounds for rejection of the proposal and/or termination of any subsequent Agreement reached on the basis of the proposal.

11. Reservations of Rights by the City

The issuance of this solicitation does not constitute an agreement by the City that any contract will actually be entered into by the City. The City expressly reserves the right at any time to:

- Waive or correct any defect or informality in any response, proposal, or proposal procedure;
- Reject any or all proposals;
- Reissue a Request for Proposals;
- Prior to submission deadline for proposals, modify all or any portion of the selection procedures, including deadlines for accepting responses, the specifications or requirements for any materials, equipment or services to be provided under this solicitation, or the requirements for contents or format of the proposals;
- Procure any materials, equipment or services specified in this solicitation by any other means; or
- Determine that no project will be pursued.

12. Waiver

No waiver by the City of any provision of this solicitation shall be implied from any failure by the City to recognize or take action on account of any failure by a Proposer to observe any provision of this solicitation.

13. Local Business Enterprise Goals and Outreach

- **This is a Grant Agreement award.**
- **LBE Subconsultant Participation Goals are not applicable for this RFP.**
- **In the event that the Department intends to seek reimbursement from FEMA for services in support of the Departments response to the COVID-19 emergency therefore the LBE requirements shall not apply to contracts awarded from this RFP.**

▪ **LBE Participation**

The City strongly encourages proposals from qualified LBEs. Pursuant to Chapter 14B, the following rating bonus will be in effect for the award of this project for any Proposers who are certified by CMD as a LBE, or joint ventures where the joint venture partners are in the same discipline and have the specific levels of participation as identified below. Certification applications may be obtained by calling **CMD at (415) 581-2310**. The rating discount applies at each phase of the selection process. The application of the rating discount is as follows:

- A 10% discount to an LBE; or a joint venture between or among LBEs; or
- A 5% discount to a joint venture with LBE participation that equals or exceeds 35%, but is under 40%; or
- A 7.5% discount to a joint venture with LBE participation that equals or exceeds 40%; or
- A 10% discount to a certified non-profit entity.

For contracts with an estimated cost in excess of \$400,000 and less than or equal to \$10,000,000 a 5% rating bonus will be applied to any proposal from an SBA-LBE except that the 5% rating bonus shall not be applied at any stage if it would adversely affect a Small or Micro -LBE proposer or a JV with LBE participation.

If applying for a rating discount as a joint venture: The LBE must be an active partner in the joint venture and perform work, manage the job and take financial risks in proportion to the required level of participation stated in the proposal, and must be responsible for a clearly defined portion of the work to be performed and share in the ownership, control, management responsibilities, risks, and profits of the joint venture. The portion of the LBE joint venture's work shall be set forth in detail separately from the work to be performed by the non-LBE joint venture partner. The LBE joint venture's portion of the contract must be assigned a commercially useful function. Pursuant to Chapter 14B.7.(F), SBA-LBEs are not eligible for the rating bonus when joint venturing with a non LBE firm. However, if the SBA-LBE joint

ventures with a Micro-LBE or a Small-LBE, the joint venture will be entitled to the joint venture rating bonus only to the extent of the Micro-LBE or Small-LBE participation described in Section 2.01.B.4b. and c.

CMD Forms to be Submitted with Proposal for RFP and for each contract:

- a. All proposals submitted must include the following Contract Monitoring Division (CMD) forms: **CMD Attachment 2 Forms**
 1. Form 2A CMD Contract Participation Form **(NA)**
 2. **Form 3 CMD Non Discrimination Affidavit**
 3. Form 4 CMD Joint Venture Form (if applicable/list **NA if non-applicable**)
 4. Form 5 CMD Employment Form **(NA)**
- If these forms are not returned with the proposal, the proposal may be determined to be non-responsive and may be rejected.
- b. Please submit only one copy of the CMD Forms with your proposal. The form should be placed in a separate, sealed envelope labeled CMD Form.

If you have any questions concerning the CMD Forms, you may call the Contract Monitoring Division at (415) 581-2310.

14. Ban on City Contracts and Travel Involving States with Anti LGBT Laws and Abortion-Restrictive Laws

Per Administrative Code Section 12X prohibits City contracting with companies from states that have enacted laws after June 26, 2015, reversing anti-discrimination protections for LGBT individuals or that permit discrimination against LGBT individuals. Administrative Code Section 12X.5 (a) cites that the City shall not enter into any Contract with a Contractor that has its United States headquarters in a state on the Covered State List or where any or all of the work on the Contract will be performed in a state on the Covered State List.

On August 9, 2019, the Board of Supervisors enacted an ordinance amending Chapter 12X (Ordinance NO. 200-19, file No. 190658). The Ordinance moved the existing provisions concerning states with anti-LGBT laws into Article I and created a new Article II, which prohibits city-funded travel and City contracts involving states with laws that prohibits abortion prior to the viability of the fetus.

In accordance with the Administrative Code Section 12X.5 (b) and 12X.15(b), the Contracting Department may waive the requirements of Section 12X.5 and 12X.15 in full or in part, if the department determines that strict application of the requirement would not be feasible, would create an undue hardship or practical difficulty, or that similar circumstances otherwise warrant granting of the waiver.

VII. Standard Contract Requirements

1. Standard Contract Provisions (Legal Agreement)

Upon award of a contract, the Contractor will be required to enter into and sign a legal agreement (“Agreement”) containing standard terms and conditions. A sample Agreement can be found in Appendix A-3, available for download at <http://www.sfdph.org/dph/comupg/aboutdph/insideDept/Contracts/>. Failure to timely execute the contract, or to furnish any and all insurance certificates and policy endorsement, surety bonds or other materials required in the contract, shall be deemed an abandonment of a contract offer. The City, in its sole discretion, may select another firm and may proceed against the original selectee for damages.

Proposers are urged to pay special attention to the requirements of Administrative Code Chapters 12B and 12C, Nondiscrimination in Contracts and Benefits, the Minimum Compensation Ordinance; the Health Care Accountability Ordinance; the First Source Hiring Program; and applicable conflict of interest laws, as set forth in paragraphs B, C, D, E and F below.

2. Nondiscrimination in Contracts and Benefits

The successful Proposer will be required to agree to comply fully with and be bound by the provisions of Chapters 12B and 12C of the San Francisco Administrative Code. Generally, Chapter 12B prohibits the City and County of San Francisco from entering into contracts or leases with any entity that discriminates in the provision of benefits between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of employees. The Chapter 12C requires nondiscrimination in contracts in public accommodation. Additional information on Chapters 12B and 12C is available on the HRC’s website at www.sfgov.org/sfhumanrights.

3. Minimum Compensation Ordinance (MCO)

The successful Proposer will be required to agree to comply fully with and be bound by the provisions of the Minimum Compensation Ordinance (MCO), as set forth in S.F. Administrative Code Chapter 12P. Generally, this Ordinance requires contractors to provide employees covered by the Ordinance who do work funded under the contract with hourly gross compensation and paid and unpaid time off that meet certain minimum requirements.

For the amount of hourly gross compensation currently required under the MCO, see www.sfgov.org/olse/mco. Note that this hourly rate may increase on January 1 of each

year and that contractors will be required to pay any such increases to covered employees during the term of the contract.

Additional information regarding the MCO is available on the web at www.sfgov.org/olse/mco.

4. Health Care Accountability Ordinance (HCAO)

The successful Proposer will be required to agree to comply fully with and be bound by the provisions of the Health Care Accountability Ordinance (HCAO), as set forth in S.F. Administrative Code Chapter 12Q. Contractors should consult the San Francisco Administrative Code to determine their compliance obligations under this chapter. Additional information regarding the HCAO is available on the web at www.sfgov.org/olse/hcao.

5. First Source Hiring Program (FSHP)

If the contract is for more than \$50,000, then the First Source Hiring Program (Administrative Code Chapter 83) may apply. Generally, this ordinance requires contractors to notify the First Source Hiring Program of available entry-level jobs and provide the Workforce Development System with the first opportunity to refer qualified individuals for employment.

Contractors should consult the San Francisco Administrative Code to determine their compliance obligations under this chapter. Additional information regarding the FSHP is available on the web at www.onestopsf.org, under the “Employers” menu, and from the First Source Hiring Administrator, (415) 401-4960.

6. Conflicts of Interest

The successful Proposer will be required to agree to comply fully with and be bound by the applicable provisions of state and local laws related to conflicts of interest, including Section 15.103 of the City's Charter, Article III, Chapter 2 of City's Campaign and Governmental Conduct Code, and Section 87100 et seq. and Section 1090 et seq. of the Government Code of the State of California. The successful Proposer will be required to acknowledge that it is familiar with these laws; certify that it does not know of any facts that constitute a violation of said provisions; and agree to immediately notify the City if it becomes aware of any such fact during the term of the Agreement.

Individuals who will perform work for the City on behalf of the successful Proposer might be deemed consultants under state and local conflict of interest laws. If so, such individuals will be required to submit a Statement of Economic Interests, California Fair

Political Practices Commission Form 700, to the City within ten calendar days of the City notifying the successful Proposer that the City has selected the Proposer.

7. Healthcare Insurance Portability and Accountability Act of 1996 (HIPAA)

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

- a. A Business Associate¹ subject to the terms set forth in P-600 - Standard Legal Agreement Boilerplate.
- b. See Appendix A-3 for further information.

8. Insurance Requirements

Upon award of contract, Contractor shall furnish to the SFDPH a Certificate or Certificates of Insurance, with applicable Additional Insured Endorsements, stating that there is insurance presently in effect for Contractor with limits of not less than those established by the City.

Requirements are listed in Appendix A-3 and are available for download at the Department's RFP/Q center:

<http://www.sfdph.org/dph/comupg/aboutdph/insideDept/Contracts/>.

THIS AREA INTENTIONALLY LEFT BLANK

¹ "Business Associate" shall mean an entity that has an agreement with CITY and may have access to private information, and does not receive reimbursement for direct health services from insurance companies or authorities and thus is not a Covered Entity as defined by HIPAA.

VIII. Appeals Procedures

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An appeal of an award to provide services decision may be filed if the Proposer has reason to believe that there was a substantial failure by the Department of Public Health in following standard solicitation procedures. The appeal must be filed within five (5) working days of receipt of the notification letter. All appeals will be presented to the Director, Office of Contracts Management and Compliance. Appeals will be ruled on, and the appealing entity notified in writing, within five (5) working days after its receipt. All decisions are final. If you wish to appeal, prepare a brief statement describing the procedural breach that is the reason for your appeal to the SFDPH Office Contracts Management and Compliance, San Francisco Department of Public Health, 101 Grove St. Room 402, San Francisco, CA 94102, irene.carmona@sfdph.org.

Reference Chart of Sources for Standard, City-required forms:

This chart describes the most essential forms, where to find them on the Internet, and where to file them. If a contractor cannot get the documents off the Internet, the contractor should call (415) 554-6248 or e-mail Purchasing (purchasing@sfgov.org) and Purchasing will fax, mail or e-mail them to the contractor. If a contractor has already filled out items 1-3 on the chart, **the contractor should not do so again unless the contractor's answers have changed**. To find out whether these forms have been submitted, the contractor should call Vendor File Support in the Controller's Office at (415) 554-6702.

If a contractor would like to apply to be certified as a local business enterprise, it must submit item 4. To find out about item 4 and certification, the contractor should call Human Rights Commission at (415) 252-2500.

Item	Form name and Internet location	Form	Description	Return the form to; For more info
1.	Request for Taxpayer Identification Number and Certification www.sfgov.org/oca/purchasing/forms.htm www.irs.gov/pub/irs-fill/fw9.pdf	W-9	The City needs the contractor's taxpayer ID number on this form. If a contractor has already done business with the City, this form is not necessary because the City already has the number.	Controller's Office Vendor File Support City Hall, Room 484 San Francisco, CA 94102 (415) 554-6702
2.	Business Tax Declaration www.sfgov.org/oca/purchasing/forms.htm	P-25	All contractors must sign this form to determine if they must register with the Tax Collector, even if not located in San Francisco. All businesses that qualify as "conducting business in San Francisco" must register with the Tax Collector.	Controller's Office Vendor File Support City Hall, Room 484 San Francisco, CA 94102 (415) 554-6702

3.	S.F. Administrative Code Chapters 12B & 12C Declaration: Nondiscrimination in Contracts and Benefits www.sfgov.org/oca/purchasing/forms.htm – in “Vendor Profile Application” Also at www.sfgov.org/site/sfhumanrights under “Equal Benefits”	12B-101	Contractors tell the City if their personnel policies meet the City’s requirements for nondiscrimination against protected classes of people, and in the provision of benefits between employees with spouses and employees with domestic partners. Form submission is not complete if it does not include the additional documentation asked for on the form. Other forms may be required, depending on the answers on this form. Contract-by-Contract Compliance status vendors must fill out an additional form for each contract.	
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4.	LBE Certification Application www.sfgov.org/oca/purchasing/forms.htm – in “Vendor Profile Application” Also at: www.sfgov.org/cmd		Local businesses complete this form to be certified by CMD as LBEs. Certified LBEs receive a bid discount pursuant to Chapter 14B when bidding on City contracts. To receive the bid discount, you must be certified by CMD by the proposal due date.	
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How to navigate to the forms on the Internet sites:

Office of Contract Administration (Purchasing)

Homepage: www.sfgov.org/oca/

Purchasing forms: Click on “Required Vendor Forms” under the “Information for Vendors and Contractors” banner.

Contract Monitoring Division

Homepage: www.sfgov.org/cmd

Equal Benefits forms: Click on <https://sfgov.org/cmd/12b-equal-benefits-program>

LBE certification form: Click on <https://sfgov.org/cmd/lbe-certification-0>

President, District 8
BOARD of SUPERVISORS



City Hall
1 Dr. Carlton B. Goodlett Place, Room 244
San Francisco, CA 94102-4689
Tel. No. 554-6968
Fax No. 554-5163
TDD/TTY No. 544-5227

RAFAEL MANDELMAN

PRESIDENTIAL ACTION

Date:

To: Angela Calvillo, Clerk of the Board of Supervisors

Madam Clerk,
Pursuant to Board Rules, I am hereby:

Waiving 30-Day Rule (Board Rule No. 3.23)

File No.

(Primary Sponsor)

Title.

Transferring (Board Rule No 3.3)

File No.

(Primary Sponsor)

Title.

From:

Committee

To:

Committee

Assigning Temporary Committee Appointment (Board Rule No. 3.1)

Supervisor:

Replacing Supervisor:

For:

Meeting

(Date)

(Committee)

Start Time:

End Time:

Temporary Assignment:

Partial

Full Meeting

Rafael Mandelman, President
Board of Supervisors



San Francisco Ethics Commission

25 Van Ness Avenue, Suite 220, San Francisco, CA 94102

Phone: 415.252.3100 . Fax: 415.252.3112

ethics.commission@sfgov.org . www.sfethics.org

Received On:

File #: 251049

Bid/RFP #:

Notification of Contract Approval

SFEC Form 126(f)4

(S.F. Campaign and Governmental Conduct Code § 1.126(f)4)

A Public Document

Each City elective officer who approves a contract that has a total anticipated or actual value of \$100,000 or more must file this form with the Ethics Commission within five business days of approval by: (a) the City elective officer, (b) any board on which the City elective officer serves, or (c) the board of any state agency on which an appointee of the City elective officer serves. For more information, see: <https://sfethics.org/compliance/city-officers/contract-approval-city-officers>

1. FILING INFORMATION

TYPE OF FILING	DATE OF ORIGINAL FILING (for amendment only)
Original	
AMENDMENT DESCRIPTION – Explain reason for amendment	

2. CITY ELECTIVE OFFICE OR BOARD

OFFICE OR BOARD	NAME OF CITY ELECTIVE OFFICER
Board of Supervisors	Members

3. FILER'S CONTACT

NAME OF FILER'S CONTACT	TELEPHONE NUMBER
Angela Calvillo	415-554-5184
FULL DEPARTMENT NAME	EMAIL
Office of the Clerk of the Board	Board.of.Supervisors@sfgov.org

4. CONTRACTING DEPARTMENT CONTACT

NAME OF DEPARTMENTAL CONTACT	DEPARTMENT CONTACT TELEPHONE NUMBER
Reanna Albert	628-271-6178
FULL DEPARTMENT NAME	DEPARTMENT CONTACT EMAIL
DPH Department of Public Health	reanna.albert@sfdph.org

5. CONTRACTOR	
NAME OF CONTRACTOR Catholic Charities	TELEPHONE NUMBER 415-972-1200
STREET ADDRESS (including City, State and Zip Code) 990 Eddy Street, San Francisco, CA 94109	EMAIL

6. CONTRACT		
DATE CONTRACT WAS APPROVED BY THE CITY ELECTIVE OFFICER(S)	ORIGINAL BID/RFP NUMBER	FILE NUMBER (If applicable) 251049
DESCRIPTION OF AMOUNT OF CONTRACT NTE \$13,426,414		
NATURE OF THE CONTRACT (Please describe) Provide HIV Health Services Rental Subsidies Services - Assisted Housing Program.		

7. COMMENTS

8. CONTRACT APPROVAL	
This contract was approved by:	
☐	THE CITY ELECTIVE OFFICER(S) IDENTIFIED ON THIS FORM
☒	A BOARD ON WHICH THE CITY ELECTIVE OFFICER(S) SERVES Board of Supervisors
☐	THE BOARD OF A STATE AGENCY ON WHICH AN APPOINTEE OF THE CITY ELECTIVE OFFICER(S) IDENTIFIED ON THIS FORM SITS

9. AFFILIATES AND SUBCONTRACTORS

List the names of (A) members of the contractor's board of directors; (B) the contractor's principal officers, including chief executive officer, chief financial officer, chief operating officer, or other persons with similar titles; (C) any individual or entity who has an ownership interest of 10 percent or more in the contractor; and (D) any subcontractor listed in the bid or contract.

#	LAST NAME/ENTITY/SUBCONTRACTOR	FIRST NAME	TYPE
1	Salvatore Cordileone	Archbishop	Board of Directors
2	Grogan	Kathleen	Board of Directors
3	Whelan	Christine	Board of Directors
4	O'Brien Frimel	Susie	Board of Directors
5	Aquino	Marc	Board of Directors
6	Boerio	Joe	Board of Directors
7	Bojorquez	Diana	Board of Directors
8	Clark	Philip	Board of Directors
9	Cuadro	Nicole	Board of Directors
10	Cullinane	Lisa	Board of Directors
11	Dahik	Adriana	Board of Directors
12	Ghilotti	Michael	Board of Directors
13	Gonzalez	Eleanor	Board of Directors
14	Ikeda	Lisa	Board of Directors
15	Kearney	Philip	Board of Directors
16	Kostelni	Hugo Jr.	Board of Directors
17	Landis	Scott	Board of Directors
18	Dizon Lauber	Debbie	Board of Directors
19	Leupp	Jay Paul	Board of Directors

9. AFFILIATES AND SUBCONTRACTORS

List the names of (A) members of the contractor's board of directors; (B) the contractor's principal officers, including chief executive officer, chief financial officer, chief operating officer, or other persons with similar titles; (C) any individual or entity who has an ownership interest of 10 percent or more in the contractor; and (D) any subcontractor listed in the bid or contract.

#	LAST NAME/ENTITY/SUBCONTRACTOR	FIRST NAME	TYPE
20	Martini	Marilyn	Board of Directors
21	Mirek	Lori	Board of Directors
22	Nascimento	Daniel	Board of Directors
23	Reyes	Raymund	Board of Directors
24	Saia	John	Board of Directors
25	Sangiacomo	James	Board of Directors
26	Smith	Barbara	Board of Directors
27	Woody	Patrick	Board of Directors
28	Hammerle	Ellen	CEO
29	Shields	Rory	CFO
30	Pommier	Michelle	COO
31	Garcia	Dennis	Other Principal Officer
32			
33			
34			
35			
36			
37			
38			

9. AFFILIATES AND SUBCONTRACTORS

List the names of (A) members of the contractor's board of directors; (B) the contractor's principal officers, including chief executive officer, chief financial officer, chief operating officer, or other persons with similar titles; (C) any individual or entity who has an ownership interest of 10 percent or more in the contractor; and (D) any subcontractor listed in the bid or contract.

#	LAST NAME/ENTITY/SUBCONTRACTOR	FIRST NAME	TYPE
39			
40			
41			
42			
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45			
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47			
48			
49			
50			

☐ Check this box if you need to include additional names. Please submit a separate form with complete information. Select "Supplemental" for filing type.

10. VERIFICATION

I have used all reasonable diligence in preparing this statement. I have reviewed this statement and to the best of my knowledge the information I have provided here is true and complete.

I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

SIGNATURE OF CITY ELECTIVE OFFICER OR BOARD SECRETARY OR CLERK	DATE SIGNED
BOS Clerk of the Board	



City and County of San Francisco
Daniel Lurie, Mayor

San Francisco Department of Public Health

Daniel Tsai
Director of Health

October 17, 2025

Angela Calvillo, Clerk of the Board
Board of Supervisors
1 Dr. Carlton B. Goodlett Place, Room 244
San Francisco, CA 94102-4689

Dear Ms. Calvillo:

Please find attached a proposed resolution for Board of Supervisors approval of an amendment to the agreement between the Department of Public Health and Catholic Charities, in the amount of \$13,426,414.

This contract agreement requires Board of Supervisors approval under San Francisco Charter Section 9.118.

The following is a list of accompanying documents:

- Proposed Resolution
- Proposed Amendment 1
- Original Agreement
- Form SFEC-126

For questions on this matter, please contact me at (628) 271-6178, reanna.albert@sfdph.org.

Thank you for your time and consideration.

Sincerely,

Reanna Albert

Reanna Albert
Pre-Award Unit Analyst
Office of Contracts Management and Compliance
DPH Business Office

cc: Daniel Tsai, Director of Health
Michelle Ruggels, Director, DPH Business Office

The mission of the San Francisco Department of Public Health is to protect and promote the health of all San Franciscans.

We shall ~ Assess and research the health of the community ~ Develop and enforce health policy ~ Prevent disease and injury ~

~ Educate the public and train health care providers ~ Provide quality, comprehensive, culturally-proficient health services ~ Ensure equal access to all ~

reanna.albert@SFDPH.org – office 621-271-6178 – fax 415 252-3088

1380 Howard Street, Room 419D, San Francisco, CA 94103
