COUNTY OF MARIN
PROFESSIONAL SERVICES CONTRACT
2015 - Edition 1

THIS CONTRACT is made and entered into this 17th day of November, 2020, by and between the COUNTY OF MARIN, hereinafter referred to as "County" and Catholic Charities, hereinafter referred to as "Contractor."

RECATLALS:
Whereas, County desires to retain a person or firm to provide the following service: Interim Housing Services; and

Whereas, Contractor warrants that it is qualified and competent to render the aforesaid services;

Now, therefore, for and in consideration of the Contract made, and the payments to be made by County, the parties agree to the following:

1. SCOPE OF SERVICES:

Contractor agrees to provide all of the services described in Exhibit A attached hereto and by this reference made a part hereof.

2. FURNISHED SERVICES:

The County agrees to:
   A. Guarantee access to and make provisions for the Contractor to enter upon public and private lands as required to perform their work;
   B. Make available all pertinent data and records for review;
   C. Provide general bid and Contract forms and special provisions format when needed.

3. FEES AND PAYMENT SCHEDULE:

The fees and payment schedule for furnishing services under this Contract shall be based on the rate schedule which is attached hereto as Exhibit B and by this reference incorporated herein. Said fees shall remain in effect for the entire term of the Contract. Contractor shall provide County with his/her/its Federal Tax I.D. number prior to submitting the first invoice.

4. MAXIMUM COST TO COUNTY:

In no event will the cost to County for the services to be provided herein exceed the maximum sum of $762,464 including direct non-salary expenses. As set forth in section 14 of this Contract, should the funding source for this Contract be reduced, Contractor agrees that this maximum cost to County may be amended by written notice from County to reflect that reduction.

5. TIME OF CONTRACT:

This Contract shall commence on November 1, 2020, and shall terminate on July 31, 2021. Certificate(s) of Insurance must be current on day Contract commences and if scheduled to lapse prior to termination date, must be automatically updated before final payment may be made to Contractor. The final invoice must be submitted within 30 days of completion of the stated scope of services.

6. INSURANCE:

Commercial General Liability:
The Contractor shall maintain a commercial general liability insurance policy in the amount of $1,000,000 ($2,000,000 aggregate). The County shall be named as an additional insured on the commercial general liability policy.
Commercial Automobile Liability:
Where the services to be provided under this Contract involve or require the use of any type of vehicle by Contractor, Contractor shall provide comprehensive business or commercial automobile liability coverage, including non-owned and hired automobile liability, in the amount of $1,000,000.00.

Workers' Compensation:
The Contractor acknowledges the State of California requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code. If Contractor has employees, a copy of the certificate evidencing such insurance, a letter of self-insurance, or a copy of the Certificate of Consent to Self-Insure shall be provided to County prior to commencement of work.

Errors and Omissions, Professional Liability or Malpractice Insurance:
Contractor may be required to carry errors and omissions, professional liability or malpractice insurance.

All policies shall remain in force through the life of this Contract and shall be payable on a "per occurrence" basis unless County specifically consents to a "claims made" basis. The insurer shall supply County adequate proof of insurance and/or a certificate of insurance evidencing coverages and limits prior to commencement of work. Should any of the required insurance policies in this Contract be cancelled or non-renewed, it is the Contractor’s duty to notify the County immediately upon receipt of the notice of cancellation or non-renewal.

If Contractor does not carry a required insurance coverage and/or does not meet the required limits, the coverage limits and deductibles shall be set forth on a waiver, Exhibit C, attached hereto.

Failure to provide and maintain the insurance required by this Contract will constitute a material breach of this Contract. In addition to any other available remedies, County may suspend payment to the Contractor for any services provided during any time that insurance was not in effect and until such time as the Contractor provides adequate evidence that Contractor has obtained the required coverage.

7. ANTI DISCRIMINATION AND ANTI HARASSMENT:
Contractor and/or any subcontractor shall not unlawfully discriminate against or harass any individual including, but not limited to, any employee or volunteer of the County of Marin based on race, color, religion, nationality, sex, sexual orientation, age or condition of disability. Contractor and/or any subcontractor understands and agrees that Contractor and/or any subcontractor is bound by and will comply with the anti-discrimination and anti-harassment mandates of all Federal, State and local statutes, regulations and ordinances including, but not limited to, County of Marin Personnel Management Regulation (PMR) 21.

8. SUBCONTRACTING:
The Contractor shall not subcontract nor assign any portion of the work required by this Contract without prior written approval of the County except for any subcontract work identified herein. If Contractor hires a subcontractor under this Contract, Contractor shall require subcontractor to provide and maintain insurance coverage(s) identical to what is required of Contractor under this Contract and shall require subcontractor to name Contractor and County of Marin as an additional insured under this Contract for general liability. It shall be Contractor’s responsibility to collect and maintain current evidence of insurance provided by its subcontractors and shall forward to the County evidence of same.

9. ASSIGNMENT:
The rights, responsibilities and duties under this Contract are personal to the Contractor and may not be transferred or assigned without the express prior written consent of the County.

10. LICENSING AND PERMITS:
The Contractor shall maintain the appropriate licenses throughout the life of this Contract. Contractor shall also obtain any and all permits which might be required by the work to be performed herein.
11. **BOOKS OF RECORD AND AUDIT PROVISION:**

Contractor shall maintain on a current basis complete books and records relating to this Contract. Such records shall include, but not be limited to, documents supporting all bids, all income and all expenditures. The books and records shall be original entry books with a general ledger itemizing all debits and credits for the work on this Contract. In addition, Contractor shall maintain detailed payroll records including all subsistence, travel and field expenses, and canceled checks, receipts and invoices for all items. These documents and records shall be retained for at least five years from the completion of this Contract. Contractor will permit County to audit all books, accounts or records relating to this Contract or all books, accounts or records of any business entities controlled by Contractor who participated in this Contract in any way. Any audit may be conducted on Contractor's premises or, at County's option, Contractor shall provide all books and records within a maximum of fifteen (15) days upon receipt of written notice from County. Contractor shall refund any monies erroneously charged.

12. **WORK PRODUCT/PRE-EXISTING WORK PRODUCT OF CONTRACTOR:**

Any and all work product resulting from this Contract is commissioned by the County of Marin as a work for hire. The County of Marin shall be considered, for all purposes, the author of the work product and shall have all rights of authorship to the work, including, but not limited to, the exclusive right to use, publish, reproduce, copy and make derivative use of, the work product or otherwise grant others limited rights to use the work product.

To the extent Contractor incorporates into the work product any pre-existing work product owned by Contractor, Contractor hereby acknowledges and agrees that ownership of such work product shall be transferred to the County of Marin.

13. **TERMINATION:**

   A. If the Contractor fails to provide in any manner the services required under this Contract or otherwise fails to comply with the terms of this Contract or violates any ordinance, regulation or other law which applies to its performance herein, the County may terminate this Contract by giving five (5) calendar days written notice to the party involved.

   B. The Contractor shall be excused for failure to perform services herein if such services are prevented by acts of God, strikes, labor disputes or other forces over which the Contractor has no control.

   C. Either party hereto may terminate this Contract for any reason by giving thirty (30) calendar days written notice to the other parties. Notice of termination shall be by written notice to the other parties and be sent by registered mail.

   D. In the event of termination not the fault of the Contractor, the Contractor shall be paid for services performed to the date of termination in accordance with the terms of this Contract so long as proof of required insurance is provided for the periods covered in the Contract or Amendment(s).

14. **APPROPRIATIONS:**

The County's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Marin County Board of Supervisors, the State of California or other third party. Should the funds not be appropriated County may terminate this Contract with respect to those payments for which such funds are not appropriated. County will give Contractor thirty (30) days' written notice of such termination. All obligations of County to make payments after the termination date will cease.

Where the funding source for this Contract is contingent upon an annual appropriation or grant from the Marin County Board of Supervisors, the State of California or other third party, County's performance and obligation to pay under this Contract is limited by the availability of those funds. Should the funding source for this Contract be eliminated or reduced, upon written notice to Contractor, County may reduce the Maximum Cost to County identified in section 4 to reflect that elimination or reduction.
15. RELATIONSHIP BETWEEN THE PARTIES:

It is expressly understood that in the performance of the services herein, the Contractor, and the agents and employees thereof, shall act in an independent capacity and as an independent Contractor and not as officers, employees or agents of the County. Contractor shall be solely responsible to pay all required taxes, including but not limited to, all withholding social security, and workers’ compensation.

16. AMENDMENT:

This Contract may be amended or modified only by written Contract of all parties.

17. ASSIGNMENT OF PERSONNEL:

The Contractor shall not substitute any personnel for those specifically named in its proposal unless personnel with substantially equal or better qualifications and experience are provided, acceptable to County, as is evidenced in writing.

18. JURISDICTION AND VENUE:

This Contract shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue shall be in Marin County, California.

19. INDEMNIFICATION:

Contractor agrees to indemnify, defend, and hold County, its employees, officers, and agents, harmless from any and all liabilities including, but not limited to, litigation costs and attorney’s fees arising from any and all claims and losses to anyone who may be injured or damaged by reason of Contractor’s negligence, recklessness or willful misconduct in the performance of this Contract.

20. COMPLIANCE WITH APPLICABLE LAWS:

The Contractor shall comply with any and all Federal, State and local laws and resolutions: including, but not limited to the County of Marin Nuclear Free Zone, Living Wage Ordinance, and Board of Supervisors Resolution #2005-97 prohibiting the off-shoring of professional services involving employee/retiree medical and financial data affecting services covered by this Contract. Copies of any of the above-referenced local laws and resolutions may be secured from the Contract Manager referenced in section 21. In addition, the following NOTICES may apply:

1. Pursuant to California Franchise Tax Board regulations, County will automatically withhold 7% from all payments made to vendors who are non-residents of California.

2. Contractor agrees to meet all applicable program access and physical accessibility requirements under State and Federal laws as may apply to services, programs or activities for the benefit of the public.

3. For Contracts involving any State or Federal grant funds, Exhibit D must be attached. Exhibit D shall consist of the printout results obtained by search of the System for Award Management at www.sam.gov.

Exhibit D - Debarment Certification

By signing and submitting this Contract, the Contractor is agreeing to abide by the debarment requirements as set out below.

- The certification in this clause is a material representation of fact relied upon by County.
- The Contractor shall provide immediate written notice to County if at any time the Contractor learns that its certification was erroneous or has become erroneous by reason of changed circumstances.
- Contractor certifies that none of its principals, affiliates, agents, representatives or contractors are excluded, disqualified or ineligible for the award of contracts by any Federal agency and Contractor further certifies to the best of its knowledge and belief, that it and its principals:
  - Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal Department or Agency;
• Have not been convicted within the preceding three-years of any of the offenses listed in 2 CFR 180.800(a) or had a civil judgment rendered against it for one of those offenses within that time period;

• Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or Local) with commission of any of the offenses listed in 2 CFR 180.800(a);

• Have not had one or more public transactions (Federal, State, or Local) terminated within the preceding three-years for cause or default.

• The Contractor agrees by signing this Contract that it will not knowingly enter into any subcontract or covered transaction with a person who is proposed for debarment, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.

• Any subcontractor will provide a debarment certification that includes the debarment clause as noted in preceding bullets above, without modification.

21. NOTICES:

This Contract shall be managed and administered on County’s behalf by the Department Contract Manager named below. All invoices shall be submitted and approved by this Department and all notices shall be given to County at the following location:

Contract Manager: Ashley Hart McIntyre
20 North San Pedro
Dept./Location: San Rafael CA
Telephone No.: 415-473-2093

Notices shall be given to Contractor at the following address:

Contractor: Catholic Charities
1555 - 39th Avenue
Address: San Francisco, CA 94922
Telephone No.:

22. ACKNOWLEDGEMENT OF EXHIBITS

<table>
<thead>
<tr>
<th>Check applicable Exhibits</th>
<th>CONTRACTOR’S INITIALS</th>
</tr>
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<tr>
<td>EXHIBIT A.</td>
<td>Scope of Services</td>
</tr>
<tr>
<td>EXHIBIT B.</td>
<td>Fees and Payment</td>
</tr>
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<td>EXHIBIT C.</td>
<td>Insurance Reduction/Waiver</td>
</tr>
<tr>
<td>EXHIBIT D.</td>
<td>Contractor’s Debarment Certification</td>
</tr>
<tr>
<td>EXHIBIT E.</td>
<td>Subcontractor’s Debarment Certification</td>
</tr>
<tr>
<td>OTHER REQUIRED</td>
<td>Exhibit M Business Associate Agreement</td>
</tr>
<tr>
<td>EXHIBITS (HHS USE ONLY)</td>
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</tbody>
</table>

IN WITNESS WHEREOF, the parties have executed this Contract on the date first above written.

CONTRACTOR:

By: [Signature]
Name: [Name]
Title: [Title]

APPROVED BY
COUNTY OF MARIN:

By: [Signature]
Katie Rice, President, Board of Supervisors

COUNTY COUNSEL REVIEW AND APPROVAL (required if template content has been modified)

County Counsel: ___________________________ Date: ___________________________
Exhibit A: Scope
Project Homekey Interim Housing
November 1, 2020-July 31, 2021

Overview
Catholic Charities shall operate emergency shelter services (interim housing model) at Project Homekey properties in the event that those properties are acquired by the County. In the event the properties are not acquired by the County, the parties agree the purpose of the agreement is frustrated and neither party is obligated to perform on the Agreement. In the event only one property is acquired by the County, this Agreement shall be modified to require the parties’ performance as to the acquired property only, and its terms shall be amended accordingly.

Services will be operated in accordance with the Marin County Continuum of Care Emergency Solutions Grants standards, the McKinney-Vento Act, and The CoC Program Interim Rule (24 CFR 578). Upon publication of the Final Rule for the Continuum of Care program, the Final Rule will govern this agreement instead of the Interim Rule.

Services

- Contractor will provide interim housing for up to 18 people at the America’s Best Value Inn
- Contractor will operate program 24 hours each day, providing problem solving and diversion services, referral assistance, and support to find housing or other appropriate forms of stabilization as defined through case conferencing with County resources
- Contractor will develop policies and procedures for referrals and service in consultation with County staff
- Contractor will follow all recommended COVID-19 safety protocols as specified by Marin County Health and Human Services, as well as provide all necessary personal protective equipment for staff and personnel
- Contractor will integrate with existing system of care in Marin County, including:
  - Entering client-level data into HMIS, including exits
  - Using the countywide case-conferencing platform WIZARD to coordinate care
  - Participate in weekly policy meetings with members of the broader homelessness system of care
  - Completing VI-SPDAT vulnerability assessments for clients
  - Signing on to Whole Person Care Data Sharing Agreement
- Contractor will implement a housing-focused model, including:
  - Program participants may remain in interim housing (if the motel project continues to operate, per the direction of the County) until they locate housing,
if participants work on their housing plans and comply with Contractor’s Code of Conduct.

- Program shall be free to participants.
- Staff shall focus every interaction on housing to the extent possible.
- Staff shall work with program participants to develop housing plans and set client-driven goals.
- Program shall operate based on “behavioral expectations” agreed upon with program participants, rather than “rules.”
- Program shall operate per the harm reduction model, permitting persons engaged in harmful activities (including, but not limited to, substance use) to participate in interim housing so long as they contribute to the safety of the community environment.
- Outreach staff shall work to divert program participants who are likely to end their homelessness without further support from the homeless system of care.

- Contractor will comply with reporting and documentation in line with the ESG Program Interim Rule, including completing eligibility paperwork for motel residents and other state and federal documentation requirements.
- Contractor will meet client needs including laundry, diapers, formula, medication, and other needs.
- Contractor will participate in a community engagement process with neighborhoods in the vicinity of the properties.

**Termination**

Catholic Charities must maintain and adhere to a formal termination process that ensures that participants are not unfairly or arbitrarily terminated from assistance. At a minimum, the termination process must:

- Be detailed in writing and fully explained to participants as part of program enrollment;
- Provide written notice of termination with a clear statement of the reason(s) for termination;
- Include the opportunity for a fair and transparent appeal and review of the termination decision; and
- Conclude with a written determination that is shared with the participant.

**General Program Requirements**

*Supporting the Participation of Homeless Individuals in Program Planning and Operation*

Catholic Charities must provide for the participation of at least one homeless or formerly homeless individual on the board of directors or equivalent policymaking entity. If Catholic
Charities is unable to do so, it must develop and implement a plan to consult with homeless or formerly homeless individuals in considering and making policies and decisions regarding any facilities, services, or other assistance that receive funding under Emergency Solutions Grant (ESG), and share that plan with the County. To the greatest extent possible, this program should involve homeless individuals and families through employment, volunteer services, or in other roles supporting the program.

Program Fees
This program may not charge program fees to participants.

Fair Housing and Non-Discrimination
This program must adhere to policies that Affirmatively Further Fair Housing and ensure Non-Discrimination in all program operations. Consistent with the policies of the Marin Continuum of Care, this program shall not tolerate discrimination on the basis of any protected class (including actual or perceived race, color, religion, national origin, sex, age, familial status, disability, sexual orientation, gender identity, or marital status). Occasionally, this program may be forced to limit enrollment based on requirements imposed by their funding sources and/or state or federal law. For example, a HOPWA-funded project might be required to serve only participants who have HIV/AIDS. This program will avoid discrimination to the maximum extent allowed by its funding sources and their authorizing legislation.

All aspects of the interim housing services will comply with all Federal, State, and local Fair Housing laws and regulations. Participants will not be “steered” toward any particular housing facility or neighborhood because of race, color, national origin, religion, sex, disability, or the presence of children.

All sites will include signs or brochures displayed in prominent locations informing participants of their right to file a non-discrimination complaint and containing the contact information needed to file a non-discrimination complaint. The requirements associated with filing a nondiscrimination complaint, if any, will be included on the signs or brochures.

This program will provide all services in a manner consistent with the Housing First philosophy described in California Code of Regulations, title 25, section 8409, subdivision (b)(1) – (6), including (but not limited to) the following principles:

- Drug use and possession are prohibited onsite, but sobriety is not a condition of enrollment, and clients are not drug-tested while enrolled.
- Program rules are limited to what is needed to maintain the safety of staff, other residents, and the building.
- Provision of interim housing is not contingent upon participation in services.
○ Program rules are clear and communicated with participants prior to enrollment, including the circumstances that could lead to termination.
○ There is a fair Grievance/Appeals process for clients who believe they have been treated unfairly or inappropriately.

In addition, this program, in partnership with the Coordinated Entry program, shall affirmatively market services to eligible persons who are least likely to apply in the absence of special outreach. The marketing may be conducted using methods such as brochures, flyers, community announcements, and websites. Marketing will be designed to ensure program is available to all eligible persons regardless of membership in any protected classes under federal and state law. Similarly, marketing and outreach efforts will be designed to ensure people in different populations and subpopulations in the CoC’s geographic area, including people experiencing chronic homelessness, veterans, families with children, youth, and survivors of domestic violence, have fair and equal access to interim housing.

Conflicts of Interest
As defined by HUD in 24 CFR 578.95(c), an organizational conflict of interest would arise if, because of activities or relationships with other people or organizations, Catholic Charities were unable or potentially unable to provide impartial assistance through this program, or an employee’s or board member’s objectivity were impaired.

To avoid conflicts of interest, no Catholic Charities employee, agent, consultant, officer, or elected/appointed official that is in a position to participate in a decision-making process or gain inside information may obtain a financial stake or benefit from an assisted activity during his/her tenure or in the one-year term following his/her tenure. Catholic Charities must also maintain and adhere to policies that avoid or, when acceptable, mitigate any potential conflicts of interest or appearances of conflicts of interest as set forth in 24 CFR 578.95.

Catholic Charities must comply with all conflict-of-interest requirements under 24 CFR 85.36 (for government entities) when procuring goods or services.

Confidentiality
In addition to meeting all confidentiality and security requirements associated the use of the Homeless Management Information System (HMIS), Catholic Charities must also maintain and adhere to written confidentiality protocols that ensure that:

○ All records containing protected identifying information of any individual or family who applies for and/or receives assistance will be kept secure and confidential;
• All records pertaining to any individual or family that was provided family violence prevention or treatment services through the project will be kept secure and confidential;
• The address or location of any family violence project will not be made public, except with written authorization of the person responsible for the operation of the project; and
• The address or location of any housing of a program participant will not be made public except as provided under a preexisting privacy policy of the recipient or subrecipient and consistent with State and local laws regarding privacy and obligations of confidentiality.

Reporting
Homeward Bound is required to participate in the County’s Homeless Management Information System (HMIS) in accordance with the HMIS Data Standards and the policies governing the use of the County’s HMIS for the Continuum of Care.

Reporting requirements will include:
• Quarterly and annual reports to HHS regarding program activities, including households/people served, exit destinations, monthly and year-to-date expenditures, length of stay, and year-to-date performance according to metrics below.
• Delivery of necessary information to HHS to allow for completion of any reports required by State HCD and HUD for ESG funding.

Catholic Charities must adhere to procedures that ensure the proper use of program funds, including maintaining sufficient records to demonstrate compliance with all program requirements. HUD recordkeeping requirements include:
• For all participants served who are homeless, acceptable evidence of homeless status as set forth in 24 CFR 576.500(b). Agencies receiving housing placements shall be responsible for maintaining records of homeless status.
• For all participants who are chronically homeless, acceptable evidence of chronically homeless status as set forth in HUD Notice-CPD-14-012. Agencies receiving housing placements shall be responsible for maintaining records of chronically homeless status.
• For all participants served who are “at risk of homelessness,” acceptable evidence of “at risk of homelessness” status as set forth in 24 CFR 576.500(c). Agencies receiving housing placements shall be responsible for maintaining records of “at risk of homelessness” status.
• For any participant who receives housing assistance where rent is paid by the participant, proper verification of annual income, including income verification form,
source documents, and other acceptable forms of third-party verification. Agencies receiving housing placements shall be responsible for maintaining records of participant income.

- For all participants served, records of all services and assistance provided to that participants, including documentation of case management and other services provided. These records must also demonstrate that participant services were reviewed at least annually and adjusted as needed to best serve participants.

- Evidence that HUD funds were expended only on HUD-eligible activities as set forth in 24 CFR 578 (CoC Program Interim Rule), 24 CFR 576 (ESG Interim Rule), and other applicable HUD guidance. HHS, as recipient, shall maintain these records.

- Detailed and comprehensive records of grant funding expended on the provision of services and evidence of adherence with generally accepted accounting principles for the purposes of program accounting and expenditures. HHS, as recipient, shall maintain these records.

- For all participants terminated from the program, evidence of compliance with exit protocols. This requirement only applies to clients fully terminated from the program and does not apply to client placed on the inactive list.

- Documentation of any match resources applied to the HUD CoC funding, including evidence that the resources used for match satisfy the match requirements set forth in 24 CFR 578.73. The County General Fund portion of this contract shall serve as match. HHS, as recipient, shall maintain these records.

- Evidence of a comprehensive conflict-of-interest policy and compliance with all organizational conflict-of-interest requirements set forth in 24 CFR 578.95, including documentation of any exceptions granted to the personal conflict-of-interest policy.

- Evidence of compliance with homeless participation requirements set forth in 24 CFR 578.75(g). HHS, as Collaborative Applicant for the Homeless Policy Steering Committee, shall maintain these records.

- Evidence of compliance with faith-based activities requirements set forth in 24 CFR 578.87(b).

- Evidence of compliance with Affirmatively Furthering Fair Housing requirements, as demonstrated by copies of all marketing, outreach, and other materials used to inform eligible participants of the program.

- Copies of all procurement contracts and documentation of compliance with all procurement requirements set forth in 24 CFR 85.36 and 24 CFR part 84.

- Evidence of compliance with all other Federal requirements set forth in 24 CFR 579.99. All records pertaining to the operation of this program must be retained for at least 5 years after expenditure of program funds.
**Monitoring and Compliance**
At no time can Catholic Charities, its officers, or employees be debarred or suspended from doing business with the Federal Government.

This program shall undergo program and/or fiscal monitoring at least annually. Catholic Charities is expected to participate fully in such monitoring, by providing any requested files and documentation, furnishing requested information, and correcting any deficiencies identified on a timely basis.

**Outputs/Outcomes**

- 100% of clients will have completed or been asked to complete a VI-SPDAT
- Program will maintain a unit occupancy level of 90%
- At least 40% of the households served will exit the program to permanent housing
- At least 80% of households will be connected to services by their exit from the program
- Fewer than 10% of the households who exit to permanent housing will return to homelessness within 12 months.
Exhibit B: Fees and Payment Schedule
Project Homekey Interim Housing
November 1, 2020-July 31, 2021

B.1 BASE CONTRACT FEE: The County shall pay Contractor a contract amount not to exceed **SEVEN HUNDRED SIXTY-TWO THOUSAND FOUR HUNDRED SIXTY-FOUR DOLLARS ($762,464)**. In no event shall total compensation paid to Contractor exceed ($762,464) without an amendment to this Agreement approved by the County of Marin.

B.2 COUNTY shall reimburse Contractor within thirty (30) working days of receipt of an approved invoice.

B.3 AUTHORIZATION REQUIRED: Services performed by CONTRACTOR and not authorized in this Agreement shall not be paid for by COUNTY. Payment for additional services shall be made to CONTRACTOR by COUNTY if, and only if, this Agreement is amended by both parties in advance of performing additional services.

B.4 Catholic Charities has a federally-negotiated indirect cost rate of 15%

B.5 Program Budget

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<tr>
<th>Staffing</th>
<th>Shift</th>
<th>Hourly Rate</th>
<th>FTE</th>
<th>ABVI, 9 months</th>
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<th>Fringe Benefits</th>
<th>Allocation Method</th>
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<th>Rate</th>
<th>ABVI</th>
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<td>2.50%</td>
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<td>$7,906.95</td>
</tr>
<tr>
<td><strong>Total Fringe:</strong></td>
<td></td>
<td></td>
<td></td>
<td><strong>$121,847.46</strong></td>
</tr>
</tbody>
</table>
### Operating Expenses:

<table>
<thead>
<tr>
<th>Expense</th>
<th>ABVI</th>
</tr>
</thead>
<tbody>
<tr>
<td>Office Supplies</td>
<td>Basic Office Supplies as needed</td>
</tr>
<tr>
<td>Staff Travel</td>
<td>Mileage, parking &amp; tolls, for meetings</td>
</tr>
<tr>
<td>Client Laundry</td>
<td>Laundry, $2.25 per Lb., 2lbs per family per week, 52 weeks</td>
</tr>
<tr>
<td>Client Medicine &amp; Sanitary needs</td>
<td>Medicine, basic needs. $10 per client per month</td>
</tr>
<tr>
<td>Client Daily Snacks</td>
<td>2 bottled water per client per day, snacks, etc. $15 per client per month</td>
</tr>
<tr>
<td>PPE Supplies Staff &amp; Clients</td>
<td>Gloves, Masks, Disinfectant &amp; Cleaning supplies</td>
</tr>
<tr>
<td>Wifi needs</td>
<td>Internet related wifi fee</td>
</tr>
<tr>
<td>Client Transportation</td>
<td>Client transportation, taxi, muni, ride share</td>
</tr>
<tr>
<td>Technology- Support</td>
<td>additional IT work on computers, access, wifi, other issues</td>
</tr>
<tr>
<td>General Commercial Liability Insurance</td>
<td>$1,400 per FTE annually</td>
</tr>
<tr>
<td>Food Service &amp; Supplies</td>
<td>$20 per person per day</td>
</tr>
<tr>
<td>Security</td>
<td>7pm to 7am; $29/hour, 7 days/week</td>
</tr>
<tr>
<td>Start Up Office Furniture</td>
<td>Tables, Chairs, Locking File Cabinet, Microwave, small Fridge.</td>
</tr>
<tr>
<td>Start Up Technology:</td>
<td>small Printer/Copier per site, workstations, additional laptops with software &amp; Security</td>
</tr>
</tbody>
</table>

**Total Operating Cost:** $224,886.82

### Total Direct Cost:

$663,011.46

### Administrative Expense:

<table>
<thead>
<tr>
<th>Expense</th>
<th>ABVI</th>
</tr>
</thead>
<tbody>
<tr>
<td>Catholic Charities Indirect Administrative Operating:</td>
<td>Share of cost for Agency Supportive Services of Accounting, HR, Contracts, IT, Communications, Exec. Leadership. 15%</td>
</tr>
</tbody>
</table>

**Total Budget:** $762,464
Exhibit D
Debarment Certification

Office of Inspector General
U.S. Department of Health & Human Services

About OIG  Reports & Publications  Fraud  Compliance  Exclusions  Newsroom  Careers

Visit our tips page to learn how to best use the Exclusions Database. If you experience technical difficulties, please email the webmaster at webmaster@hhs.gov.

Exclusions Search Results: Entities

No Results were found for

> Catholic Charities

If no results are found, this individual or entity (if it is an entity search) is not currently excluded. Print this Web page for your documentation.

Search Again

Search conducted 7/7/2020 6:59:19 PM EST on OIG LEIE Exclusions database
Source data updated on 6/10/2020 11:00:00 AM EST

Return to Search
EXHIBIT M:
BUSINESS ASSOCIATE AGREEMENT
TERMS AND CONDITIONS

To the extent Contractor is a business associate as defined under the Federal Health Insurance Portability and Accountability Act ("HIPAA") and the HITECH Act, Contractor shall comply with the additional terms and conditions set forth in this Exhibit ("M") to the Professional Services Contract ("PSC" or "Contract"). This Business Associate Agreement Exhibit "M" supplements and is made a part of the Contract by and between the County of Marin, referred to herein as Covered Entity ("CE"), and Catholic Charities, referred to herein as Business Associate ("BA"), to which this Exhibit "M" is an incorporated attachment.

RECITALS

CE and BA have entered into a business relationship through which BA may receive Protected Health Information ("PHI") (defined below) from CE or create, collect, transmit, retain, process or otherwise use PHI on behalf of CE pursuant to the terms of the Contract.

CE and BA intend to protect the privacy and provide for the security of PHI disclosed to, created by, or in any manner used by, BA pursuant to the Contract in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ("the HITECH Act"), and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the "HIPAA Regulations") and other applicable laws.

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

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

1. Definitions

   a. Breach shall have the meaning given to such term under the HITECH Act [42 U.S.C. Section 17921].

   b. Business Associate shall have the meaning given to such term under the Privacy Rule, the Security Rule, and the HITECH Act, including but not limited to, 42 U.S.C. Section 17938 and 45 C.F.R. Section 160.103. For purposes of this Exhibit "M", use of the term Business Associate includes all Contractor agents, employees, contractors or other associates providing services or assistance to Contractor under the Contract.

   c. Covered Entity shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to, 45 C.F.R. Section 160.103. For purposes of this Contract, this term is intended to mean the County of Marin.

   d. Data Aggregation shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
e. **Designated Record Set** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.

f. **DHHS Secretary** shall mean the Secretary of the U.S. Department of Health and Human Services.

g. **Electronic Health Record** shall have the meaning given to such term in the HITECH Act, including, but not limited to, 42 U.S.C. Section 17921.

h. **Electronic Protected Health Information** means Protected Health Information that is maintained in or transmitted by electronic media.

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. **Individual** 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.

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

l. **Protected Health Information or PHI** means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an Individual; the provision of health care to an Individual; or the past, present or future payment for the provision of health care to an Individual; and (ii) that identifies the Individual or with respect to which there is a reasonable basis to believe the information can be used to identify the Individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501. Protected Health Information includes Electronic Protected Health Information [45 C.F.R. Sections 160.103, 164.501].

m. **Protected Information** shall mean PHI provided by CE to BA or created or received by BA on CE’s behalf.

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** shall have the meaning given to such term under the HITECH Act and any guidance issued pursuant to such Act including, but not limited to, 42 U.S.C. Section 17932(h).

2. **Obligations of Business Associate**

a. **Permitted Uses.** BA shall not use Protected Information except for the purpose of performing BA’s obligations under the Contract and as permitted under the Contract and this Exhibit “M”. Further, and notwithstanding anything to the contrary above, BA shall not use Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so used by CE. However, BA may use Protected Information (i) for the proper management and administration of BA, (ii) to carry out the legal responsibilities of BA, or (iii) for Data Aggregation purposes for the Health Care Operations of CE [45 C.F.R. Sections 164.504(e)(2)(ii)(A) and 164.504(e)(4)(i)].
b. **Permitted Disclosures.** BA shall not disclose Protected Information except for the purpose of performing BA’s obligations under the Contract and as permitted under the Contract and this Exhibit “M”. Further, and notwithstanding anything to the contrary above, BA shall not disclose Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so disclosed by CE. However, BA may disclose Protected Information (i) for the proper management and administration of BA; (ii) to carry out the legal responsibilities of BA; (iii) as required by law; or (iv) for Data Aggregation purposes for the Health Care Operations of CE. If BA discloses Protected Information to a third party, BA must obtain, prior to making any such disclosure, (i) reasonable written assurances from such third party that such Protected Information will be held confidential as provided pursuant to this Exhibit “M” and only disclosed as required by law or for the purposes for which it was disclosed to such third party, and (ii) a written agreement from such third party to immediately notify BA of any breaches of confidentiality of the Protected Information, to the extent it has obtained knowledge of such breach [42 U.S.C. Section 17932; 45 C.F.R. Sections 164.504(e)(2)(i), 164.504(e)(2)(i)(B), 164.504(e)(2)(ii)(A) and 164.504(e)(4)(ii)].

c. **Prohibited Uses and Disclosures.** BA shall not use or disclose Protected Information for fundraising or marketing purposes. BA shall not disclose Protected Information to a health plan for payment or health care operations purposes if the patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which the PHI solely relates 42 U.S.C. Section 17935(a). BA shall not directly or indirectly receive remuneration in exchange for Protected Information, except with the prior written consent of CE and as permitted by the HITECH Act, 42 U.S.C. section 17935(d)(2); however, this prohibition shall not affect payment by CE to BA for services provided pursuant to the Contract.

d. **Appropriate Safeguards.** BA shall implement appropriate administrative, physical and technical safeguards as are necessary to prevent the use or disclosure of Protected Information otherwise than as permitted by the Contract that reasonably and appropriately protect the confidentiality, integrity and availability of the Protected Information, in accordance with 45 C.F.R. Sections 164.308, 164.310, and 164.312. [45 C.F.R. Section 164.504(e)(2)(ii)(B); 45 C.F.R. Section 164.308(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. [42 U.S.C. Section 17931]

e. **Reporting of Improper Access, Use or Disclosure.** Unless stricter reporting requirements apply in accordance with federal or state laws or regulations, other provisions of the Contract, or this Exhibit “M”, BA shall report to CE in writing of any access, use or disclosure of Protected Information not permitted by the Contract and this Exhibit “M”, and any Breach of Unsecured PHI of which it becomes aware without unreasonable delay and in no case later than five (5) business days after discovery [42 U.S.C. Section 17921; 45 C.F.R. Section 164.504(e)(2)(ii)(C); 45 C.F.R. Section 164.308(b)]. BA shall provide notice to CE as set forth in paragraph 6.

f. **Business Associate’s Agents.** BA shall ensure that any agents, including subcontractors, to whom it provides Protected Information, agree in writing to the same restrictions and conditions that apply to BA with respect to such PHI and implement the safeguards required by paragraph d above with respect to PHI [45 C.F.R. Section 164.504(e)(2)(ii)(D); 45 C.F.R. Section 164.308(b)]. BA shall implement and maintain
sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation (see 45 C.F.R. Sections 164.530(f) and 164.530(e)(1)).

g. **Access to Protected Information.** BA shall make Protected Information maintained by BA or its agents or subcontractors in Designated Record Sets available to CE for inspection and copying within ten (10) business days of a request by CE to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.524 [45 C.F.R. Section 164.504(e)(2)(ii)(E)]. If BA maintains an Electronic Health Record, BA shall provide such information in electronic format to enable CE to fulfill its obligations under the HITECH Act, including, but not limited to, 42 U.S.C. Section 17935(e). If any Individual requests access to protected Information directly from BA or its agents or subcontractors, BA shall inform the CE of the request without unreasonable delay, in any event no later than three (3) days of receipt of the request. If the CE permits the disclosure, the CE will inform the BA within two (2) days of the receipt of the request from BA, Whereupon the BA will be authorized to provide access to the client.

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

i. **Accounting Rights.** Within ten (10) business days of notice by CE of a request for an accounting of disclosures of Protected Information, BA and its agents or subcontractors shall make available to CE the information required to provide an accounting of disclosures to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.528, and the HITECH Act, including but not limited to 42 U.S.C. Section 17935(c), as determined by CE. BA agrees to implement a process that allows for an accounting to be collected and maintained by BA and its agents or subcontractors for at least six (6) years prior to the request. However, accounting of disclosures from an Electronic Health Record for treatment, payment or health care operations purposes are required to be collected and maintained for only three (3) years prior to the request, and only to the extent that BA maintains an Electronic Health Record and is subject to this requirement. At a minimum, the information collected and maintained shall include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed and (iv) a brief statement of purpose of the disclosure that reasonably informs the Individual of the basis for the disclosure, or a copy of the Individuals' authorization, or a copy of the written request for disclosure. In the event that the request for an accounting is delivered directly to BA or its agents or subcontractors, BA shall within five (5) business days of a request forward it to CE in writing. However, it shall be BA's responsibility to prepare and deliver any such accounting requested and to do so in accordance with law. BA shall not disclose any Protected Information except as set forth in Sections 2.b. of this Exhibit “M” [45 C.F.R. Sections 164.504(e)(2)(ii)(G) and 165.528].
j. **Governmental Access to Records.** BA shall make its internal practices, books and records relating to the use, disclosure and privacy protection of Protected Information available to CE and to the DHHS Secretary for purposes of determining BA’s compliance with the Privacy Rule [45 C.F.R. Section 164.504(e)(2)(ii)(H)]. BA shall provide to CE a copy of any Protected Information that BA provides to the DHHS Secretary concurrently with providing such Protected Information to the DHHS Secretary.

k. **Minimum Necessary.** BA and its agents or subcontractors shall request, use and disclose only the minimum amount of Protected Information necessary to accomplish the purpose of the request, use, or disclosure. [42 U.S.C. Section 17935(b); 45 C.F.R. Section 164.514(d)(3)] BA understands and agrees that the definition of “minimum necessary” is in flux and shall keep itself informed of guidance issued by the DHHS Secretary with respect to what constitutes “minimum necessary.”

l. **Data Ownership.** BA acknowledges that BA has no ownership rights with respect to the Protected Information. The CE is the owner of all protected information and/or records containing such PHI provided to BA pursuant to the Contract or this Exhibit “M.”

m. **Notification of Breach.** Unless stricter reporting requirements apply in accordance with federal or state laws or regulations, other provisions of the Contract, or this Exhibit “M”, BA shall notify CE within twenty-four (24) hours of any suspected or actual breach of security, intrusion or unauthorized use or disclosure of PHI of which BA becomes aware and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations. Unless CE provides BA with written notice within 3 (three) business days that it will undertake such obligations on behalf of BA, BA shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations. The parties agree that CE has the sole discretion to determine whether or not it will undertake such obligations on behalf of BA and that, if it does, CE has the right to require BA to pay for any or all costs associated therewith. BA shall provide notice to CE as set forth in paragraph 6.

n. **Breach Pattern or Practice by Covered Entity.** Pursuant to 42 U.S.C. Section 17934(b), if the BA knows of a pattern of activity or practice of the CE that constitutes a material breach or violation of the CE’s obligations under the Contract or this Exhibit “M” or other arrangement, the BA must take reasonable steps to cure the breach or end the violation. If the steps are unsuccessful, the BA must terminate the Contract or other arrangement if feasible, or if termination is not feasible, report the problem to the DHHS Secretary. BA shall provide written notice to CE of any pattern of activity or practice of the CE that BA believes constitutes a material breach or violation of the CE’s obligations under the Contract or this Exhibit “M” or other arrangement within five (5) business 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. BA shall provide notice to CE as set forth in paragraph 6.

o. **Audits, Inspection and Enforcement.** Within ten (10) days of a written request by CE, BA and its agents or subcontractors shall allow CE to conduct a reasonable inspection of the facilities, systems, books, records, agreements, contracts, policies and procedures relating to the use or disclosure of Protected Information pursuant to this Exhibit “M” for the purpose of determining whether BA has complied with this Exhibit; provided,
however, that (i) BA and CE shall mutually agree in advance upon the scope, timing and location of such an inspection, (ii) CE shall protect the confidentiality of all confidential and proprietary information of BA to which CE has access during the course of such inspection; and (iii) CE shall execute a nondisclosure agreement, upon terms mutually agreed upon by the parties, if requested by BA. The fact that CE inspects, or fails to inspect, or has the right to inspect, BA’s facilities, systems, books, records, agreements, contracts, policies and procedures does not relieve BA of its responsibility to comply with this Exhibit “M”, nor does CE’s (i) failure to detect or (ii) detection, but failure to notify BA or require BA’s remediation of any unsatisfactory practices, constitute acceptance of such practice or a waiver of CE’s enforcement rights under the Contract or this Exhibit “M”. BA shall notify CE within ten (10) business days of learning that BA has become the subject of an audit, compliance review, or complaint investigation by the Office for Civil Rights.

3. Termination of Contract

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

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

c. Effect of Termination. Upon termination of the Contract for any reason, BA shall, at the option of CE, return or destroy all Protected Information that BA or its agents or subcontractors still maintain in any form, and shall retain no copies of such Protected Information. If return or destruction is not feasible, as determined by CE, BA shall continue to extend the protections of Section 2 of this Exhibit “M” to such information, and limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible. [45 C.F.R. Section 164.504(e)(ii)(2)(i)]. If CE elects destruction of the PHI, BA shall certify in writing to CE that such PHI has been destroyed.

4. Indemnification

In addition to any other indemnification and defense obligation under the Contract, BA will indemnify, defend and hold harmless CE and it’s respective employees, directors, officers, subcontractors, agents and affiliates from and against all claims, actions, damages, losses, liabilities, fines, penalties, costs or expenses, including without limitation reasonable attorney’s fees, suffered by CE from or in connection with any breach of Exhibit “M”, or any negligent or wrongful acts or omissions in connection with this Exhibit “M”, by BA or its employees, directors, officers, subcontractors or agents.
5. Insurance

BA shall maintain insurance with respect to BA's obligations under the Contract and this Exhibit "M" reasonably satisfying to CE and provide from time to time as requested by CE proof of such insurance.

6. Notices

Any notice to be given under this Exhibit "M" to CE shall be made via overnight mail or hand delivery at CE's address given below and by providing telephonic notification as specified below. Any such notice shall be deemed given when so delivered to or received at the proper address.

Notice to CE:
   a. Privacy Officer – Department of Health and Human Services, 20 N. San Pedro Rd, San Rafael, CA 94903.
   b. Compliance and breach reporting line – (415) 473-6948.

Notice to BA:
Catholic Charities

1555 39th Ave
San Francisco CA 94122

7. Disclaimer

CE makes no warranty or representation that compliance by BA with this Exhibit "M", HIPAA, the HITECH Act, or the HIPAA Regulations will be adequate or satisfactory for BA's own purposes. BA is solely responsible for all decisions made by BA regarding the safeguarding of PHI.

8. Certification

To the extent that CE determines that such examination is necessary to comply with CE's legal obligations pursuant to HIPAA relating to certification of its security practices, CE or its authorized agents or contractors, may, at CE's expense, examine BA's facilities, systems, procedures and records as may be necessary for such agents or contractors to certify to CE the extent to which BA's security safeguards comply with HIPAA, the HITECH Act, the HIPAA Regulations, and this Exhibit "M". The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of the Contract or this Exhibit "M" 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 Privacy Rule, the Security Rule and other applicable laws relating to the security or confidentiality of PHI. The parties understand and agree that CE must receive satisfactory written assurance from BA that BA will adequately safeguard all Protected Information. Upon the request of either party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to this Exhibit "M" embodying written assurances consistent with the standards and requirements of HIPAA, the
HITECH Act, the Privacy Rule, the Security Rule or other applicable laws. CE may terminate the Contract upon thirty (30) days written notice in the event (i) BA does not promptly enter into negotiations to amend the Contract or this Exhibit “M” when requested by CE pursuant to this Section or (ii) BA does not enter not enter into an amendment to the Contract or this Exhibit “M” providing assurances regarding the safeguarding of PHI that CE, in its sole discretion, deems sufficient to satisfy the standards and requirements of applicable laws.

b. Amendment of Exhibit “M”. This Exhibit “M” may be modified or amended at any time without amendment of the Contract, but only by written agreement of the parties.

10. Assistance in Litigation of Administrative Proceedings

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

11. No Third-Party Beneficiaries

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

12. Effect on Contract

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

13. Interpretation

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


Excepting only the provisions regarding BA’s use or disclosure of Protected Information for the purpose of performing BA’s obligations under the Contract, the terms of this Exhibit “M” shall survive the termination of the Contract so long as PHI obtained or generated during the term of the Contract is retained by BA.
CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFER NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGEAFFORDED 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
1255 Battery Street #450
San Francisco CA 94111

INSURED
Catholic Charities CYO of the Archdiocese
of San Francisco
990 Eddy Street
San Francisco CA 94109-7713

CONTACT NAME:
PHONE: 415-546-9300
FAX: 415-536-8499
E-MAIL:
ADDRESS:
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:

COVERAGES
CUTECT NUMBER: 473927032
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.

<table>
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<tr>
<th>Risk</th>
<th>Type of Insurance</th>
<th>Adl/Sub Insured</th>
<th>Policy Number</th>
<th>Policy Eff (MM/DD/YYYY)</th>
<th>Policy Exp (MM/DD/YYYY)</th>
<th>Limits</th>
</tr>
</thead>
<tbody>
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<td>COMMERCIAL GENERAL LIABILITY</td>
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<td>RRG1073-03 FM1073-03</td>
<td>7/1/2020</td>
<td>7/1/2021</td>
<td>EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) $1,000,000</td>
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<tr>
<td>A A</td>
<td>AUTOMOBILE LIABILITY</td>
<td>Y</td>
<td>FM1073-03 RRG1073-03</td>
<td>7/1/2020</td>
<td>7/1/2021</td>
<td>COMBINED SINGLE LIMIT (Ea accident) $1,000,000</td>
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<tr>
<td>A A</td>
<td>UMBRELLA LIABILITY</td>
<td>Y</td>
<td>OCCUR CLAIMS-MADE</td>
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<td>7/1/2021</td>
<td>EACH OCCURRENCE $1,000,000</td>
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<tr>
<td>A A</td>
<td>WORKERS COMPENSATION</td>
<td>Y</td>
<td>PER STATUTE</td>
<td>7/1/2020</td>
<td>7/1/2021</td>
<td>E.L. EACH ACCIDENT $1,000,000</td>
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</tbody>
</table>

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

The County of Marin, and their officials, employees and volunteers. Re: All Catholic Charities Programs

CERTIFICATE HOLDER

County of Marin Dept. of Health and Human Services
Division of Aging
10 N. San Pedro Road #1012
San Rafael CA 94903
USA

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2016/03) The ACORD name and logo are registered marks of ACORD
<table>
<thead>
<tr>
<th>THE NATIONAL CATHOLIC RISK RETENTION GROUP, INC.</th>
<th>ENDORSEMENT</th>
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<tr>
<td></td>
<td>No. 19 TO POLICY NO. RRG1073-03</td>
</tr>
<tr>
<td></td>
<td>EFFECTIVE DATE 07/01/2020</td>
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<tr>
<td>Participant:</td>
<td>□ ADDITIONAL</td>
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<tr>
<td>Roman Catholic Archdiocese of San Francisco</td>
<td>PREMIUM N/A</td>
</tr>
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<td></td>
<td>□ RETURN</td>
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</tbody>
</table>

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)