File No. 120758

Committee Item No. 6
Board Item No. 35

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee: Budget and Finance Sub-Committee **Date** 7/25/12

Board of Supervisors Meeting **Date** 7/31/12

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Completed by: Victor Young **Date** July 19, 2012
Completed by: Victor Young **Date** 7-29-12

An asterisked item represents the cover sheet to a document that exceeds 25 pages.
The complete document can be found in the file.

Amendment of the Whole
in Committee. 07/25/12

FILE NO. 120758 RESOLUTION NO.

[Contract Modification - Tenderloin Housing Clinic - Master Lease Housing Services - Not to Exceed $91,070,856]

Resolution retroactively approving the contract modifications between the City and County of San Francisco and Tenderloin Housing Clinic to provide master lease housing for formerly homeless single adults and the addition of the Mayfair Hotel for the period of July 1,2009, to June 30, 2015, for an amount not to exceed $ 91,070,856.

WHEREAS, The City and County of San Francisco wishes to provide master lease housing under its Housing First Program to formerly homeless single adults and families at 16 Single Room Occupancy Hotel (SRO) locations; and,

WHEREAS, the City and County of San Francisco provides financial support for this program with federal, state and local general funds, including the Care Not Cash funds under the Care Not Cash Initiative: and,

WHEREAS, THE Board of Supervisors previously approved a contract for this service with this contractor for the period of January 1, 2010, to June 30, 2015, in the amount of $82,286,121, on file with the Clerk of The Board of Supervisors in File No. 091287 Resolution No. 52-10; therefore be it

RESOLVED, That the Board of Supervisors hereby retroactively approves these contract modifications with Tenderloin Housing Clinic to provide master lease services, as follows:

a) Revise the start date and term of the master lease from July 1, 2009, through June 30, 2015, in accordance with the First Amendment.

b) Include of the Mayfair Hotel in the master lease as of July 1, 2010, in accordance with the Second Amendment.

c) Clarify that the master lease provides housing for formerly homeless single adults and families, in accordance with the Second Amendment.

d) Increase the not to exceed amount to $91,070,856.

Eight Care Not Cash sites:		FY09/10	FY10/11	FY11/12	FY12/13	FY13/14	FY14/15	
Hotel Sites	Units							
All-Star Hotel - 2791 16th St.	86	$700,292	$721,301	$742,940	$765,228	$788,185	$811,830	
Boyd Hotel – 41 Jones St.	82	$816,397	$840,889	$866,116	$892,099	$918,862	$946,428	
Cal Drake Hotel -1541 California St.	51	$211,707	$218,058	$224,600	$231,338	$238,278	$245,426	
Elk Hotel – 670 Eddy St.	88	$762,458	$785,332	$808,892	$833,158	$858,153	$883,898	
Graystone Hotel - 66 Geary St.	74	$595,243	$613,100	$631,493	$650,438	$669,951	$690,050	
Pierre Hotel - 540 Jones St.	87	$767,816	$790,850	$814,576	$839,013	$864,184	$890,109	
Royan Hotel - 405 Valencia St.	69	$696,155	$717,040	$738,551	$760,707	$783,529	$807,034	
Union Hotel – 811 Geary St.	60	$674,479	$694,713	$715,555	$737,021	$759,132	$781,906	
Property Mgt (THC CNC)		$641,527	$660,773	$680,596	$701,014	$722,044	$743,706	
Modified Payment Prog (THC CNC)		$285,824	$294,399	$303,231	$312,328	$321,697	$331,348	
Total CNC	**597**	**$6,151,898**	**$6,336,455**	**$6,526,549**	**$6,722,345**	**$6,924,015**	**$7,131,736**	
With the addition of the Mayfair Hotel, there are Eight Non-Care Not Cash Sites:								
Hotel Sites	Units							
Hartland Hotel – 909 Geary St.	137	$1,023,633	$1,054,342	$1,085,972	$1,118,551	$1,152,108	$1,186,671	
Jefferson Hotel - 440 Eddy St.	111	$785,453	$809,017	$833,287	$858,286	$884,034	$910,555	
Looper Hotel – 875 Post St.	43	$282,034	$290,495	$299,210	$308,186	$317,432	$326,955	
Mission Hotel - 520 S. Van Ness Ave.	248	$1,181,894	$1,217,351	$1,253,871	$1,291,487	$1,330,232	$1,370,139	
Raman Hotel – 1011 Howard St.	85	$827,973	$852,812	$878,397	$904,748	$931,891	$959,848	
Seneca Hotel – 34 Sixth St.	204	$1,239,320	$1,276,500	$1,314,795	$1,354,238	$1,394,866	$1,436,712	
Vincent Hotel – 459 Turk St.	103	$848,567	$874,024	$900,245	$927,252	$955,070	$983,722	
Property Mgt (THC Non-CNC)		$1,000,437	$1,030,450	$1,061,364	$1,093,205	$1,126,001	$1,159,781	
Modified Payment Prog (THC Non-CNC)		$445,733	$459,105	$472,878	$487,064	$501,676	$516,727	*Mayfair Total*
Mayfair Hotel – 626 Polk Street	***78***		***$799,609***	***$738,989***	***$761,159***	***$783,993***	***$807,513***	***$3,891,264***
Total NCNC	**1009**	**$7,635,044**	**$8,663,705**	**$8,839,007**	**$9,104,177**	**$9,377,303**	**$9,658,622**	
Annual Total CNC & NCNC	**1606**	**$13,786,942**	**$15,000,160**	**$15,365,556**	**$15,826,522**	**$16,301,318**	**$16,790,358**	

Total CNC	$39,792,998
Total Non CNC	$53,277,858
Total Budget Amount	**$93,070,856**

OFFICE OF THE MAYOR
SAN FRANCISCO

RECEIVED
BOARD OF SUPERVISORS
SAN FRANCISCO
2012 JUL 10 PM 3:13

EDWIN M. LEE
MAYOR

TO: Angela Calvillo, Clerk of the Board of Supervisors

FROM: Mayor Edwin M. Lee

RE: Master Lease Housing Services Contract Modification - Tenderloin Housing Clinic

DATE: July 10, 2012

Attached for introduction to the Board of Supervisors is the resolution approving the contract modification between the City and County of San Francisco and the Tenderloin Housing Clinic to provide master lease housing for formerly homeless single adults at the Mayfair Hotel for the period of August 1, 2011 to June 30, 2015, in the amount of $93,070,856.

I request that this item be calendared in Budget and Finance Committee.

Should you have any questions, please contact Jason Elliott (415) 554-5105.

1 DR. CARLTON B. GOODLETT PLACE, ROOM 200
SAN FRANCISCO, CALIFORNIA 94102-4681
TELEPHONE: (415) 554-6141

120758

Item 6 File 12-0758	Department(s): Human Services Agency - HSA

EXECUTIVE SUMMARY

Legislative Objective

- The proposed resolution would retroactively approve the First and Second Amendments to the master lease between the Human Services Agency (HSA) the Tenderloin Housing Clinic (THC) to provide housing to formerly homeless single adults and families in 16 hotels.

Key Points

- In February 2010, the Board of Supervisors approved the master lease between HSA and THC for 15 hotels to provide housing and services to formerly homeless single adults (File 09-1287) from January 1, 2010 through June 30, 2015, and in an amount not-to-exceed $82,286,121. HSA has subsequently entered into two master lease amendments with THC that were not submitted to the Board of Supervisors for approval.
- In March 2010, HSA entered into the First Amendment to the master lease with THC, which included (1) a six month extension of the master lease term, changing the start date retroactively from January 1, 2010 to July 1, 2009; and (2) an increase in the master lease amount of $6,893,471 or 8.4%, from a not-to-exceed $82,286,121 to a not-to-exceed $89,179,592.
- In July 2010, HSA entered into a Second Amendment to the master lease with THC to add the Mayfair Hotel to the master lease and to include formerly homeless families. The Second Amendment increased the master lease amount by $3,755,566 or 4.2%, from a not-to-exceed of $89,179,592 to a not-to-exceed of $92,935,158.

Fiscal Impact

- The master lease budget includes an annual 3% cost of living adjustment (COLA) for each of the 16 residential hotels. However, the Board of Supervisors did not appropriate the 3% COLA in FY 2009-10, through FY 2011-12. As a result, the actual FY 2009-10 through FY 2011-12 master lease expenditures are approximately $2,000,000 less than the budget. The proposed resolution provides a not-to-exceed amount of $93,070,856, rather than the correct not-to-exceed amount of $92,935,158 in the Second Amendment. Therefore, the Budget and Legislative Analyst recommends amending the proposed resolution to reduce the not-to-exceed amount by $2,000,000, from $93,070,856 as stated in the resolution to a revised $91,070,856.

Recommendations

- Amend the proposed resolution to retroactively approve the First and Second Amendments including: (a) the revised start date of July 1, 2009, in accordance with the First Amendment; (b) the inclusion of the Mayfair Hotel in the master lease as of July 1, 2010 in accordance with the Second Amendment; and (c) language clarifying that the master lease provides housing for formerly homeless families, in accordance with the Second Amendment.
- Amend the proposed resolution to reduce the not-to-exceed amount by $2,000,000, from $93,070,856 to $91,070,856.
- Approve the proposed resolution as amended.

MANDATE STATEMENT/ BACKGROUND

Mandate Statement

Charter Section 9.118(c) requires that City contracts of $10 million or more, or with a term of more than ten years be subject to Board of Supervisors approval.

Background

The Human Services Agency's (HSA) "Housing First Program" provides master-leased affordable housing. Since 1999, the Tenderloin Housing Clinic (THC), a non-profit organization, has been under contract with the HSA to provide master-leased housing for formerly homeless single adults and families. THC is currently the City's largest master-leased contractor, managing 16 hotels.

On February 23, 2010, the Board of Supervisors retroactively approved a master lease (File 09-1287) between HSA and the THC to provide master-leased housing for formerly homeless single adults in San Francisco in 15 hotels operated by THC from January 1, 2010 through June 30, 2015. The master lease amount was not-to-exceed $82,286,121.

In March 2010, HSA entered into the First Amendment to the master lease with THC, which included (1) a six month extension of the master lease term, retroactively changing the start date from January 1, 2010 to July 1, 2009; and (2) increasing the master lease amount by $6,893,471 or 8.4%, from a not-to-exceed amount of $82,286,121 to a not-to-exceed amount of $89,179,592.

In July 2010, HSA entered into the Second Amendment to the master lease with THC to add the Mayfair Hotel to the master lease, which expanded THC's client base for this contract to include serving formerly homeless families as well as formerly homeless single adults. The Second Amendment increased the master lease amount by $3,755,566 or 4.2%, from not-to-exceed $89,179,592 to not-to-exceed $92,935,158.

DETAILS OF PROPOSED LEGISLATION

HSA is now seeking retroactive approval for the First and Second Amendments to the master lease between HSA and THC, as described above. The proposed resolution would retroactively approve:

- The revised start date of the master lease, which was changed retroactively under the First Amendment from January 1, 2010, as previously approved by the Board of Supervisors, to July 1, 2009. Therefore, the master lease term is July 1, 2009 through June 30, 2015, a term of six years.
- The inclusion of the Mayfair Hotel as of July 1, 2010 in the master lease in accordance with the Second Amendment, and to provide master-leased housing for formerly homeless families. Under the original master lease, master-lease housing was only provided to formerly homeless single adults.
- The increase in the master lease amount provided under the First and Second Amendments. As noted above, the First Amendment increased the not-to-exceed amount by $6,893,471 or 8.4%, from $82,286,121 to $89,179,592. The Second Amendment increased the not-to-exceed amount by $3,755,566 or 4.2%, from $89,179,592 to $92,935,158.

FISCAL ANALYSIS

The Table below shows the revised total not-to-exceed amount under the proposed resolution of $92,935,158 from July 1, 2009 through June 30, 2015.

Table
Master Lease Not-to-Exceed Amount
FY 2009-10 to FY 2014-15

Hotel Sites	Units	Total
All-Star Hotel	86	$4,529,776
Boyd Hotel	82	5,280,791
Cal Drake Hotel	51	1,369,407
Elk Hotel	88	4,931,891
Graystone Hotel	74	3,850,275
Pierre Hotel	87	4,966,548
Royan Hotel	69	4,503,016
Union Hotel	60	4,362,806
Hartland Hotel	137	6,621,277
Jefferson Hotel	111	5,080,632
Looper Hotel	43	1,824,312
Mission Hotel	248	7,644,974
Raman Hotel	85	5,355,669
Seneca Hotel	204	8,016,431
Vincent Hotel	103	5,488,880
Mayfair Hotel	78	3,755,565
Property Management[1]		10,620,898
Modified Payment Program[2]		4,732,010
Master Lease Totals	**1,606**	**$92,935,158**

The Attachment contains the budget for each hotel by fiscal year.

The master lease between HSA and THC is funded by General Fund monies, subject to the annual appropriation approval of the Board of Supervisors.

The master lease budget includes an annual 3% cost of living adjustment (COLA) for each of the 16 residential hotels. However, the Board of Supervisors did not appropriate the 3% COLA in FY 2009-

[1] Property management includes operation of the hotel, including desk clerks, janitorial maintenance, and some rent collection, etc.

[2] The Modified Payment Program allocation covers a two-party check system that ensures the rent is paid by allocating aid payments directly to THC, and THC, in turn, pays the rent with the balance of the aid payment going to the client each month.

10, FY 2010-11, and FY 2011-12. As a result, the actual FY 2009-10 through FY 2011-12 master lease expenditures are approximately $2,000,000 less than the budget.

The proposed resolution provides a not-to-exceed amount of $93,070,856, rather than the correct not-to-exceed amount of $92,935,158 in the Second Amendment. Therefore, the Budget and Legislative Analyst recommends amending the proposed resolution to reduce the not-to-exceed amount by $2,000,000, from $93,070,856 as stated in the resolution to a revised $91,070,856.

RECOMMENDATIONS

1. Amend the proposed resolution to retroactively approve the First and Second Amendments including: (a) the revised start date of July 1, 2009, in accordance with the First Amendment; (b) the inclusion of the Mayfair Hotel in the master lease as of July 1, 2010 in accordance with the Second Amendment; and (c) language clarifying that the master lease provides housing for formerly homeless families, in accordance with the Second Amendment.
2. Amend the proposed resolution to reduce the not-to-exceed amount by $2,000,000, from $93,070,856 to $91,070,856.
3. Approve the proposed resolution as amended.

Master Lease Not-to-Exceed Amount of $93,070,856
FY 2009-10 to FY 2014-15

Hotel Sites	Units	FY09/10	FY10/11	FY11/12	FY12/13	FY13/14	FY14/15	Total
All-Star Hotel	86	$700,292	$721,301	$742,940	$765,228	$788,185	$811,830	$4,529,776
Boyd Hotel	82	816,397	840,889	866,116	892,099	918,862	946,428	5,280,791
Cal Drake Hotel	51	211,707	218,058	224,600	231,338	238,278	245,426	1,369,407
Elk Hotel	88	762,458	785,332	808,892	833,158	858,153	883,898	4,931,891
Graystone Hotel	74	595,243	613,100	631,493	650,438	669,951	690,050	3,850,275
Pierre Hotel	87	767,816	790,850	814,576	839,013	864,184	890,109	4,966,548
Royan Hotel	69	696,155	717,040	738,551	760,707	783,529	807,034	4,503,016
Union Hotel	60	674,479	694,713	715,555	737,021	759,132	781,906	4,362,806
Hartland Hotel	137	1,023,633	1,054,342	1,085,972	1,118,551	1,152,108	1,186,671	6,621,277
Jefferson Hotel	111	785,453	809,017	833,287	858,286	884,034	910,555	5,080,632
Looper Hotel	43	282,034	290,495	299,210	308,186	317,432	326,955	1,824,312
Mission Hotel	248	1,181,894	1,217,351	1,253,871	1,291,487	1,330,232	1,370,139	7,644,974
Raman Hotel	85	827,973	852,812	878,397	904,748	931,891	959,848	5,355,669
Seneca Hotel	204	1,239,320	1,276,500	1,314,795	1,354,238	1,394,866	1,436,712	8,016,431
Vincent Hotel	103	848,567	874,024	900,245	927,252	955,070	983,722	5,488,880
Mayfair Hotel	78	0	799,609	738,989	738,989	738,989	738,989	3,755,565
Property Management		1,641,964	1,691,223	1,741,960	1,794,219	1,848,045	1,903,487	10,620,898
Modified Payment Program		731,557	753,504	776,109	799,392	823,373	848,075	4,732,010
Master Lease Totals	**1,606**	**$13,786,942**	**$15,000,160**	**$15,365,558**	**$15,804,350**	**$16,256,314**	**$16,721,834**	**$92,935,158**

Attachment

CITY AND COUNTY OF SAN FRANCISCO

FIRST AMENDMENT
TO THE GRANT BETWEEN THE CITY AND COUNTY OF SAN FRANCISCO AND TENDERLOIN HOUSING CLINIC

THIS AMENDMENT (this "Amendment") is made as of **March 1, 2010**, in San Francisco, California, by and between **TENDERLOIN HOUSING CLINIC, 126 Hyde Street, San Francisco, CA 94102**, hereinafter referred to as "Grantee", and the City and County of San Francisco,

---

RECITALS

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

WHEREAS, City and Grantee desire to modify the Agreement on the terms and conditions set forth herein to **extend the performance period from January 1, 2010 to June 30, 2015 and increase the grant amount by $82,286,121** and,

WHEREAS, approval for said Agreement was obtained when the Civil Service Commission approved Contract Number 2004/08/09 on March 2, 2009 and,

WHEREAS, approval for said agreement was obtained when the Board of Supervisors approved retroactively on February 26, 2010 the contract between the City and County of San Francisco and the Tenderloin Housing Clinic to provide master-leased housing for formerly homeless single adults to the Human Services Agency for the period January 1, 2010 to June 30, 2015 (Resolution no. 52-10), and

WHEREAS, Grantee represents and warrants that it is qualified to perform the services required by City as set forth under this Grant and Modification Agreement;

NOW, THEREFORE, Grantee and the City agree as follows:

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

a. **Agreement.** The term "Agreement" shall mean the Agreement dated **July 23, 2009** between Grantee and City, and

First amendment dated **March 1, 2010.**

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

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

(a) **Article 3.2.** Duration of Term of the Agreement currently reads as follows:

> The term of this Agreement shall commence on the later of (a) July 1, 2009 and (b) the effective date specified in Section 3.1. Such term shall end at 11:59 p.m. San Francisco time on December 31, 2009.

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

The term of this Agreement shall commence on the later of (a) **July 1, 2009** and (b) the effective date specified in Section 3.1. Such term shall end at 11:59 p.m. San Francisco time on **June 30, 2015**.

(b) **Article 5.1** Maximum Amount of Grant Funds of the Agreement currently reads as follows:

"In no event shall the amount of Grant Funds disbursed hereunder exceed $6,893,471 (Six Million, Eight Hundred Ninety-Three Thousand, Four Hundred Seventy-One Dollars)."

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

"In no event shall the amount of Grant Funds disbursed hereunder exceed **$89,179,592 (Eighty-Nine Million, One Hundred Seventy-Nine Thousand, Five Hundred Ninety-Two Dollars)**."

(c) **Appendix A.** Appendix A, of the aforesaid agreement describes the services to be provided.

Such section is hereby amended in its entirety to include Appendix A-1, pp.8, attached to this Modification Agreement, which displays the additional services to be provided under this Modification Agreement.

(d) **Appendix B.** Appendix B, Calculation of Charges, pp.5 of the Aforesaid Agreement displays the original total amount of $$6,893,471.

Such section is hereby amended in its entirety to include Appendix B-1, Calculation of Charges, pp.1, which displays the budget for the increased contract amount for the additional services included in this Modification Agreement.

3. **Effective Date**. Each of the modifications set forth in Section 2 shall be effective on and after **January 1, 2010**.

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

IN WITNESS WHEREOF, Contractor and City have executed this Amendment as of the date first referenced above.

CITY

Recommended by:

Trent Rhorer
Executive Director
Human Services Agency

Approved as to Form:

Dennis J. Herrera
City Attorney

By: Jennifer Williams
Jennifer Williams
Deputy City Attorney

GRANTEE

TENDERLOIN HOUSING CLINIC

By
Krista Gaeta
Deputy Director ~~of Housing Services~~
126 Hyde Street
San Francisco, CA 94102
(415) 885-3286 phone
(415) 921-8691 fax
Federal Tax ID 94-2681706
City Vendor Number: 18263

Appendix A.1 – Services to be Provided
Tenderloin Housing Clinic Inc.
Care Not Care Sites
Housing First

I. Purpose

The Grantee, Tenderloin Housing Clinic Inc., is to lease and manage 597 residential units in private residential Single Room Occupancy (SRO) buildings to provide housing and support services for formerly homeless individuals who are CAAP clients at the time of referral by the Human Services Agency (HSA).

II. Definitions

CAAP	County Adult Assistance Programs including: General Assistance (GA), Personally Assisted Employment Services (PAES), Social Security Income Pending (SSIP), County Assistance Linked to Medi-Cal (CALM)
DBI	Department of Building Inspection
DHS	San Francisco Department of Human Services, a division of HSA
DPH	Department of Public Health
Grantee	Tenderloin Housing Clinic
HAT	Housing Access Team of DHS
MPP	Modified Payment Program
Referral Process	DHS established process for outreach, identification, referral and placement of a potential tenant to the specific housing covered by this grant
SFFD	San Francisco Fire Department
SRO	Single Room Occupancy Hotel
Support Services	Support services include outreach, intake and assessment, case management, benefits advocacy and assistance, referral, property mediation, conflict resolution and support groups.
Tenant	Any individual who is a legal resident in the building and units covered by this grant

Further Definition of Support Services:

The Grantee will publicize and invite tenants to access services as needed. Grantee shall provide services based on tenant requests or as required by the Service Objectives in Section VI. Tenants are not required to participate in support services.

1. Outreach: staff efforts to contact, interact, inform and invite tenants to make use of support services to assist with and address individual needs or issues. These efforts shall include written messages, in person interactions, phone messages and calls, and emails as available and appropriate to reach the individual tenant.
2. Intake and Assessment: provide one or more meetings or interviews with a tenant to establish strengths, skills, needs, plans and goals that are useful to the tenant and shall help the tenant maintain housing.

3. Case Management: provide on-going meetings and counseling services with a tenant to establish goals, support individualized action and service plans, and track progress toward meeting the goals.
4. Benefits Advocacy and Assistance: provide assistance and referral to support a tenant to obtain or maintain benefits and solve problems related to county, state and federal benefits programs. This can also include assistance in identifying, applying for and establishing appointments with available services such as food programs, medical clinics and in-home support.
5. Referrals: assist clients to identify and access services available within the community that meet specific needs or support progress toward identified goals. This can include providing information about services, calling to help establish appointments, assisting with the completion of applications, helping with appointment reminders, follow up/checking in with clients regarding the process, and, as necessary, re-referral.
6. Mediation with Property Management: provide assistance in communicating with, responding to and meeting with property management. This can include helping a client understand the meaning of messages/letters/warnings from property management, assisting a tenant to write requests, responses or complaints, and participating in meetings between the tenant and property management to assist the tenant in communicating with property management.
7. Conflict Resolution: offer to meet with two or more tenants to assist in problem solving and resolution of conflicts.
8. Support Groups, Social Events and Organized Tenant Activities: provide clients with opportunities to participate in organized gatherings for peer support, to gain information from presenters and each other, to form social connections with other tenants/staff, or to celebrate/commemorate significant individual, holiday and community events. These events are held on-site and are often planned with or based on the input from tenants. These items shall be held at least once a week and a monthly calendar of events shall be posted and provided to tenants.
9. Wellness Checks as necessary: Using passive observation of the tenant population and coordinating with property management, identify clients who have not been seen or have shown signs of concern to staff on at least a weekly basis. Outreach efforts are used to make contact and check in with these tenants.

III. Target Population

The Grantee will serve formerly homeless single adults and adult couples (without custody of minor children) who meet HSA-established eligibility requirements and are referred by the HSA Housing & Homeless access point system. Eligibility criteria include meeting a definition of homelessness at the time of referral and placement, specifically established benefits and/or income criteria and ability to live independently within the structure of the housing program. All new clients placed will be referred by the Human Services Agency via the Housing Access Team. Only individuals who are CAAP recipients at the time of acceptance into housing may be placed into a vacancy.

IV. Description of Services

The Grantee will lease the following SROs

All-Star Hotel – 86 units
2791 - 16th Street

Graystone Hotel – 74 units
66 Geary Street

Boyd Hotel – 82 units
41 Jones Street

Pierre Hotel – 87 units
540 Jones Street

CalDrake Hotel – 51 units Royan Hotel – 69 units
1541 California St. 405 Valencia Street

Elk Hotel – 88 units Union Hotel – 60 units
670 Eddy Street811 Geary Street

for the purpose of placing CAAP recipients into permanent housing and providing support services to help them remain housed.

Unit rent is a minimum of $493.00 per month for each available unit. CAAP recipients are responsible for a tenant rent portion of between $278 and $318 per month (depending upon the type of benefits each is receiving). The HSA contract budget covers the balance of a tenant's monthly rent for tenants that are active CAAP recipients. Future increases, no more than one a year, must be approved in advance of notice to tenants by the HSA program monitor for this contract. The tenant's portion of the rent while active on CAAP benefits is determined by HSA and does not require the same 30-day notice if it changes.

Through this agreement, Grantee will provide the following services on-site:

1. Property Management

A. Grantee will lease the All Star, Boyd, CalDrake, Elk, Graystone, Pierre, Royan, and Union Hotels for the purpose of placing formerly homeless CAAP recipients in permanent housing.

B. Grantee will draft rental agreements to be signed with all tenants at move-in/upon occupancy.

C. THC staff will communicate with the DHS Housing Access Team (HAT) in a timely fashion according to HAT procedures, when a unit is vacant.

D. Grantee will work to maintain a secure and healthful environment for tenants and delivery of all services, including but not limited to:

1. Compliance with all building, fire and health codes.
2. Clean, sanitary and regularly maintained common spaces and community areas within the building.
3. Clean, sanitary and regularly maintained shared-use toilet/shower facilities.
4. Regular removal of garbage/trash from designated trash areas and maintenance of these areas as clean and functional.
5. Maintenance and janitorial staff coverage to support these efforts and timely response to tenant building concerns and problems.
6. 24-hour, seven days a week front desk coverage with the exception of the Caldrake Hotel.
7. Maintenance and repair of facility systems, plumbing, HVAC, electrical, Safety issues. Facility security and pest control.
8. Rent collection.
9. Written notice or warning to tenants related to any issue that may effect on-going tenancy including, but not limited to, failure to pay rent on time or in full, violations of house rules and actions that are in violation of the rental agreement.
10. When necessary, notice and actions related to the eviction process in accordance with laws in effect in San Francisco.

E. DPH, DBI and SFFD must inspect the hotel prior to it being added to the Housing First Program and at legally required intervals thereafter. If a hotel is given a "poor" rating by DPH or DBI, per the Memorandum of Understanding between DHS, DBI and DPH, or "not reasonably fire safe" by the SFFD, Grantee must cease accepting DHS referrals to that hotel effective the date of the inspecting agency determination. DHS and the Grantee will notify the other party within 24 hours of any change in hotel status upon notification of the inspecting agency. Grantee shall accept no new placements in the hotel until notified by DHS that code violations have been cleared by the inspecting agency.

2. Supportive Services

A. Grantee will provide an array of voluntary supportive services at each hotel designed to maximize housing retention and promote self-sufficiency. Services may include, but not be limited to:

1. Outreach and Engagement of tenants in services (in-program)
2. Intake and assessment (in-program)
3. Case Management (in-program)
4. Mediation with Property Management (in-program) and Eviction prevention (in-program and/or referral)
5. Crisis Intervention and Conflict Resolution (in-program)
6. Benefits counseling & advocacy-including specialized benefits counseling related to SSI and veterans benefits (in-program, roving and/or referral)
7. Employment-related services (in-program, roving and/or referral)
8. Referrals and support for linkages to needed services
9. Mental health and substance abuse counseling (in-program, roving and/or
10. referral)
11. Healthcare (in-program, roving and/or referral)
12. Access to Food (in-program, roving and/or referral)
13. Wellness checks as necessary
14. Tenant Feedback and Complaint/Grievance Policies and Procedures

B. Grantee will offer a Modified Payment Program (MPP)money management/rep payee services to ensure timely payment of rent, timely distribution of the non-rent portion of each tenant's warrant, and the prevention of loss of housing due to non-payment of rent.

1. Grantee will establish a Memorandum of Understanding (MOU) with the DHS CAAP division to set up the system and procedures for a two-party warrant system.
2. If resident's transition to SSI or SSA, Grantee shall calculate resident's pro-rated rent or tenant rent portion based on DHS guidelines. If Grantee is tenant's representative payee or tenant is enrolled in money management, Grantee will collect the rent and issue disbursements according to an agreed upon money management plan. If Grantee is not representative payee, it will collect rent payments from tenant on a timely basis.

C. Grantee will a Tenant Representative at each hotel to regularly provide ongoing input into implementation and operation of the program.

D. Grantee will establish monthly community meetings at the hotel for residents conducted by staff.

V. Location and Time of Services

Housing and property management services will be provided at the hotels and locations listed above, 24 hours a day, seven days a week. Support services staff will be available

during regular work , excluding legal holidays as determined by the Grantee's personnel policies. Legal holidays are: Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, the day after Thanksgiving, Christmas Day, New Year's Day, Presidents' Day, Martin Luther King Day, Memorial Day and Independence Day.

VI. Service Objectives

On an annual basis, Grantee will meet the following objectives:

1. Property Management

A. Grantee will ensure that each unit, upon turnover, is clean and/or repaired within seven (7) working days, on average.

B. Grantee will report vacancies to the Housing Access Team (HAT) and process all HAT referrals in the timeframe required by HAT. Grantee will fill all vacant rooms within seven (7) days of referral from HAT.

C. Grantee will maintain an occupancy rate of at least 90%.

2. Supportive Services

A. Services staff will contact every tenant at least three times during the first sixty days following placement in housing to engage the resident in services.

B. Grantee will offer on-site groups and organized activities at least once a week for residents of each hotel.

C. Staff will facilitate a community meeting on a monthly basis at each hotel that will be promoted and open to all residents. 50% of the building's residents will attend at least one meeting a year.

D. Grantee will offer on-site services and/or referrals to another appropriate agency to 100% of residents whose behavior indicates a substance abuse, mental health or another issue that is putting their housing and/or health in jeopardy. Follow-up contacts and offers of services will be provided if indicative behavior continues.

E. Grantee will offer support services to help prevent eviction, maintain their benefits and/or apply for reinstatement or other benefit programs to 100% of tenants who are known to face discontinuance or have been discontinued from their benefits program or are late in paying rent.

F. Grantee will offer assistance to rectify the situation in order to avoid eviction due to non-payment of rent to 100% of those residents who have paid rent late or have been discontinued from CAAP.

G. Grantee will have personal contact with 75% of all residents regarding support services every quarter.

VII. Outcome Objectives

On an annual basis, Grantee will meet the following objectives:

A. 95% of residents will remain in the hotel for 30 days or move to other permanent housing where they pay rent.

B. 90% of the residents who resided in the building one year prior to the reporting period will remain in housing, have moved to other housing or exited the program in good standing.

For each reporting quarter, this outcome should be measured regarding any person residing in the building one or more days during the same quarter one year earlier. The list of these tenants forms the basis for measuring this outcome. (Example: If reporting on the 2nd Quarter Fiscal Year 2006-07 – 10/1/2006 through 12/31/2006, any tenant residing in the building one or more days during the period October 1, 2005 through December 31, 2005 will be the list of tenants to track.) The number of these tenants forms the pool of people being tracked for the quarter.

For each of the tenants being tracked, there should be one of three situations: 1) Still a tenant in the building. 2) Left building in "good standing" such as reporting a new address/destination, entering residential treatment, death and/or leaving with notice and without rent debt. 3) Left building under threat of eviction, because of eviction, abandonment without notice and/or leaving a rent debt. The total tenants with the first or second situations divided by the total tenants being tracked provides the percentage to be reported for this outcome.

C. 90% of those residents completing annual surveys will be able to identify a staff person they can contact:
- If and when repairs are needed;
- If they need to register a complaint or grievance;
- For assistance accessing needed services or resources.

D. Of those survey respondents who state they needed maintenance or repairs, 80% will respond favorably to the annual survey question regarding timeliness and quality of repairs.

E. Of those survey respondents who required services or resources, 80% will respond that the services or resources provided had been helpful.

F. Of those survey respondents, 85% will indicate an awareness of monthly community meetings and the existence of a Tenant Representative and their respective purposes.

G. 60% of those tenants receiving assistance from on-site services to address discontinuance of benefits, late rent, and/or a substance abuse, mental health or another issue that is putting their housing and/or health in jeopardy will remain in the hotel during the following 12 months or move to other permanent housing where they pay rent.

VIII. Monitoring Activities

A. Program Monitoring: Program monitoring will include review of client eligibility, and back-up documentation for reporting progress towards meeting service and outcome objectives.

B. Fiscal Compliance and Contract Monitoring: Fiscal monitoring will include review of the Grantee's organizational budget, the general ledger, quarterly balance sheet, cost allocation procedures and plan, State and Federal tax forms, audited financial statement, fiscal policy manual, supporting documentation for selected invoices, cash receipts and disbursement journals. The compliance monitoring will include review of Personnel Manual, Emergency Operations Plan, Compliance with the Americans with Disabilities Act, subcontracts, and MOUs, and the current board roster and selected board minutes for compliance with the Sunshine Ordinance.

IX. Reporting Requirements

A. Monthly Reports

Monthly reports for each building will detail current tenants, tenants who moved in and tenants who moved out during the month, their room number, and whether tenants are receiving a subsidy. The monthly report will also document any serious concerns about the building or the contracted services and program.

B. Quarterly Reports

Quarterly progress reports shall evaluate the objectives listed above. Data gathered for each objective will be reported in a summary explaining the accomplishments or failures in attaining the objective. Additionally, the Grantee will report the number of tenants who applied for SSI and also report (separately) the number of tenants who were approved for SSI during each reporting period.

Quarterly reports are due on:

Period	Due
7/1/09-9/30/09 Quarterly	10/15/09
10/1/09-12/31/09 Quarterly	1/15/10
7/1/10-3/31/10– Quarterly	4/15/10
7/1/10-6/30/10 – Annual Report	7/15/10

C. Income and Expense Reporting
On a minimum six-month basis, Grantee will submit a revenue schedule showing rental income received and receivables and expenses incurred for the period covered by the report. Total income/expenses received and owed for the period will be shown. The total revenue shall be shown to include CAAP resident units and non-CAAP resident units so that revenue to expenses analysis can be performed for this contract. The results of the analysis may result in a reduction of the operational expenses funded by DHS. The schedule shall be due on January 30, 2010.

D. Annual Report
Grantee shall submit a 12-month report covering the period beginning July 1st and ending June 30th of each year that this contract is in effect. This report shall provide cumulative results for each objective as outlined above and shall include 12-month demographic information. This report is due on July 15th, 2010.

This report shall provide cumulative results for each objective as outlined above and shall include 12-month demographic information as described below:

Tenant Demographics
This data will include total tenant count, tenant age, gender, ethnicity, disability status (when available) and prior homeless status (to be reported once upon initial entry into housing). Disability status shall be assessed through voluntary disclosure of disability-related information by the client during the housing application process. Prior homeless status should be assessed by asking for the number of incidences of homelessness in the past 12 months and in the past three years, and length of time the client was homeless during the episode immediately prior to becoming housed.

Employment and Income
Grantee will report the number of tenants who applied for SSI and also report (separately) the number of tenants who were approved for SSI during each reporting period. Grantee will report annually the number of tenants who maintained or increased their income over the year since their last recertification/income verification. Report the number of unemployed tenants who become employed over the year since their last recertification/income verification.

Residents Feedback
Grantee will administer, compile and report by hotel the results of an annual survey of all building residents to obtain feedback regarding property management and supportive services available to residents and to gain input from residents regarding program design and operations. At least 50% of the residents will complete the survey.

E. Nine-Month Report
Grantee shall submit a 9-month report in lieu of the third quarter report. This report will cover the period beginning July 1 and ending March 31st and will be due April 15th, 2010. The report shall provide cumulative results for each objective as outlined

above and the results of the annual tenant survey.

F. The reports are to be submitted electronically to the following staff:

Ylonda Calloway (ZB36)
Adult Supportive Housing Program Manager, Housing and Homeless Programs
Ylonda.Calloway@sfgov.org

Stella Chu (G500)
Senior Contracts Manager, Office of Contract Management
Stella.Chu@sfgov.org

Alternatively, reports can be mailed to both staff at the following address:

San Francisco Human Services Agency
P.O. Box 7988
San Francisco, CA 94120

TENDERLOIN HOUSING CLINIC		BUDGET					
		FY09/10	FY10/11	FY11/12	FY12/13	FY13/14	FY14/15
Eight Care Not Cash sites:							
Hotel Sites	Units	1/1/10-6/30/10					
All-Star Hotel - 2791 16th St.	86	$350,146	$721,301	$742,940	$765,228	$788,185	$811,830
Boyd Hotel – 41 Jones St.	82	$408,199	$840,889	$866,116	$892,099	$918,862	$946,428
Cal Drake Hotel -1541 California St.	51	$105,854	$218,058	$224,600	$231,338	$238,278	$245,426
Elk Hotel --670 Eddy St.	88	$381,229	$785,332	$808,892	$833,158	$858,153	$883,898
Graystone Hotel - 66 Geary St.	74	$297,622	$613,100	$631,493	$650,438	$669,951	$690,050
Pierre Hotel - 540 Jones St.	87	$383,908	$790,850	$814,576	$839,013	$864,184	$890,109
Royan Hotel - 405 Valencia St.	69	$348,078	$717,040	$738,551	$760,707	$783,529	$807,034
Union Hotel – 811 Geary St.	60	$337,240	$694,713	$715,555	$737,021	$759,132	$781,906
Property Mgt (THC CNC)		$320,764	$660,773	$680,596	$701,014	$722,044	$743,706
Modified Payment Prog (THC CNC)		$142,912	$294,399	$303,231	$312,328	$321,697	$331,348
Total CNC	**597**	**$3,075,949**	**$6,336,455**	**$6,526,549**	**$6,722,345**	**$6,924,015**	**$7,131,736**
Seven Non-Care Not Cash Sites:							
Hotel Sites	Units						
Hartland Hotel – 909 Geary St.	137	$511,817	$1,054,342	$1,085,972	$1,118,551	$1,152,108	$1,186,671
Jefferson Hotel - 440 Eddy St.	111	$392,727	$809,017	$833,287	$858,286	$884,034	$910,555
Looper Hotel – 875 Post St.	43	$141,017	$290,495	$299,210	$308,186	$317,432	$326,955
Mission Hotel - 520 S. Van Ness	248	$590,947	$1,217,351	$1,253,871	$1,291,487	$1,330,232	$1,370,139
Raman Hotel – 1011 Howard St.	85	$413,987	$852,812	$878,397	$904,748	$931,891	$959,848
Seneca Hotel – 34 Sixth St.	204	$619,660	$1,276,500	$1,314,795	$1,354,238	$1,394,866	$1,436,712
Vincent Hotel – 459 Turk St.	103	$424,284	$874,024	$900,245	$927,252	$955,070	$983,722
Property Mgt (THC Non-CNC)		$500,219	$1,030,450	$1,061,364	$1,093,205	$1,126,001	$1,159,781
Modified Payment Prog (THC Non-CNC)		$222,867	$459,105	$472,878	$487,064	$501,676	$516,727
Total NCNC	**931**	**$3,817,522**	**$7,864,095**	**$8,100,018**	**$8,343,019**	**$8,593,309**	**$8,851,109**
Annual Total CNC & NCNC	**1528**	**$6,893,471**	**$14,200,550**	**$14,626,567**	**$15,065,364**	**$15,517,325**	**$15,982,844**
Total Budget Amount		**$82,286,121**					

CITY AND COUNTY OF SAN FRANCISCO

SECOND AMENDMENT
TO THE GRANT BETWEEN THE CITY AND COUNTY OF SAN FRANCISCO AND TENDERLOIN HOUSING CLINIC

THIS AMENDMENT (this "Amendment") is made as of **July 1, 2010**, in San Francisco, California, by and between **Tenderloin Housing Clinic, 126 Hyde Street, San Francisco, CA 94102,** hereinafter referred to as "Grantee", and the City and County of San Francisco,

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RECITALS

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

WHEREAS, City and Grantee desire to modify the Agreement on the terms and conditions set forth herein to **add Mayfair hotel to the master lease housing program beginning July 1, 2010 and increase the grant amount by $3,755,566** and,

WHEREAS, approval for said Agreement was obtained when the Civil Service Commission approved Contract Number 2004/08/09 on March 2, 2009 and,

WHEREAS, Grantee represents and warrants that it is qualified to perform the services required by City as set forth under this Grant and Modification Agreement;

NOW, THEREFORE, Grantee and the City agree as follows:

1. **Definitions.** The following definitions shall apply to this Amendment:
   a. **Agreement.** The term "Agreement" shall mean the Agreement dated July 1, 2008 between Grantee and City.
      First amendment, dated **March 1, 2010**
      Second amendment, dated July 1, 2010

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

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

   a. **Article 5.1** Maximum Amount of Grant Funds of the Agreement currently reads as follows:

      "In no event shall the amount of Grant Funds disbursed hereunder exceed $89,179,592 (Eighty-Nine Million, One Hundred Seventy-Nine Thousand, Five Hundred Ninety-Two Dollars)."

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

   "In no event shall the amount of Grant Funds disbursed hereunder exceed **$92,935,158 (Ninety-Two Million, Nine Hundred and Thirty-Five Thousand, One Hundred and Fifty-Eight dollars.).**"

b. **Appendix A.** Appendix A, of the aforesaid agreement describes the services to be provided.

Such section is hereby modified to add the Housing First - Mayfair Hotel Scope of Services, June 1, 2010 to June 30, 2015

c. **Appendix B.** Appendix B, Calculation of Charges, pp.3 of the Aforesaid Agreement displays the original total amount of 89,179,592.

Such section is hereby superseded in its entirety by Appendix B-2, Calculation of Charges, pp.3, which displays the budget as herein modified.

d. **Cooperative Drafting.** Section 17.13 is hereby added to the agreement to read as follows:

Article 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.

e. **Submitting False Claims; Monetary Penalties.** Section 17.14 is hereby added to the agreement to read as follows:

Article 17.14 Submitting False Claims; Monetary Penalties. Pursuant to San Francisco Administrative Code §21.35, any contractor, subcontractor or consultant who submits a false claim shall be liable to the City for the statutory penalties set forth in that section. The text of Section 21.35, along with the entire San Francisco Administrative Code is available on the web at http://www.municode.com/Library/clientCodePage.aspx?clientID=4201. A contractor, subcontractor or consultant will be deemed to have submitted a false claim to the City if the contractor, subcontractor or consultant: (a) knowingly presents or causes to be presented to an officer or employee of the City a false claim or request for payment or approval; (b) knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or approved by the City; (c) conspires to defraud the City by getting a false claim allowed or paid by the City; (d) knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the City; or (e) is a beneficiary of an inadvertent submission of a false claim to the City, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the City within a reasonable time after discovery of the false claim.

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

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

IN WITNESS WHEREOF, Contractor and City have executed this Amendment as of the date first referenced above.

CITY

Recommended by:

Trent Rhorer
Executive Director
Human Services Agency

Approved as to Form:

Dennis J. Herrera
City Attorney

By: Jennifer Williams
Jennifer Williams
Deputy City Attorney

CONTRACTOR

Tenderloin Housing Clinic

Krista Gaeta
Deputy Director
126 Hyde Street
San Francisco, CA 94102
(415) 885-3286 phone
(415) 921-8691 fax
Federal Employer ID number: 94-2681706
City vendor number: 18263

Appendix A – Services to be Provided
Tenderloin Housing Clinic Inc.

Housing First - Mayfair Hotel

July 1, 2010 to June 30, 2015

I. Purpose

The Grantee, Tenderloin Housing Clinic Inc., is to lease and manage the Mayfair Hotel, 626 Polk Street, San Francisco, a Single Room Occupancy (SRO) hotel to provide housing and some support services for formerly homeless individuals who transfer to this building from other HSA master lease hotels, and to subcontract with Compass Community Services so that agency can have space to provide shelter to homeless families.

II. Definitions

CAAP	County Adult Assistance Programs including: General Assistance (GA), Personally Assisted Employment Services (PAES), Social Security Income Pending (SSIP), County Assistance Linked to Medi-Cal (CALM)
DBI	Department of Building Inspection
DHS	San Francisco Department of Human Services, a division of HSA
DPH	Department of Public Health
Family Shelter Client	Refers to the members of the families placed in spaces overseen by Compass Family Services as part of the Family Shelter System
Grantee	Tenderloin Housing Clinic Inc
MPP	Modified Payment Program
Referral Process	DHS established process for outreach, identification, referral and placement of a potential tenant to the specific housing covered by this grant
SFFD	San Francisco Fire Department
SRO	Single Room Occupancy Hotel
Support Services	Support services include outreach, intake and assessment, case management, benefits advocacy and assistance, referral, property mediation, conflict resolution and support groups.
Tenant	Any individual who is a legal resident with a lease in the building and units covered by this grant.

Further Definition of Support Services:

The Grantee will publicize and invite tenants to access services as needed. Grantee shall provide services based on tenant requests or as required by the Service Objectives in Section VI. Tenants are not required to participate in support services.

1. Outreach: staff efforts to contact, interact, inform and invite tenants to make use of support services to assist with and address individual needs or issues. These efforts shall include written messages, in person interactions, phone messages and calls, and emails as available and appropriate to reach the individual tenant.
2. Intake and Assessment: provide one or more meetings or interviews with a tenant to establish strengths, skills, needs, plans and goals that are useful to the tenant and shall help the tenant maintain housing. As the permanent housing tenants at this site are transferring from another building, intake may be streamlined based on information received during the screening, selection and transfer.
3. Case Management: provide on-going meetings and counseling services with a tenant to establish goals, support individualized action and service plans, and track progress toward meeting the goals.
4. Benefits Advocacy and Assistance: provide assistance and referral to support a tenant to obtain or maintain benefits and solve problems related to county, state and federal benefits programs. This can also include assistance in identifying, applying for and establishing appointments with available services such as food programs, medical clinics and in-home support.
5. Referrals: assist clients to identify and access services available within the community that meet specific needs or support progress toward identified goals. This can include providing information about services, calling to help establish appointments, assisting with the completion of applications, helping with appointment reminders, follow up/checking in with clients regarding the process, and, as necessary, re-referral.
6. Mediation with Property Management: provide assistance in communicating with, responding to and meeting with property management. This can include helping a client understand the meaning of messages/letters/warnings from property management, assisting a tenant to write requests, responses or complaints, and participating in meetings between the tenant and property management to assist the tenant in communicating with property management.
7. Conflict Resolution: offer to meet with two or more tenants to assist in problem solving and resolution of conflicts.
8. Support Groups, Social Events and Organized Tenant Activities: provide clients with opportunities to participate in organized gatherings for peer support, to gain information from presenters and each other, to form social connections with other tenants/staff, or to celebrate/commemorate significant individual, holiday and community events. These events are held on-site and are often planned with or based on the input from tenants. A monthly calendar of events shall be posted and provided to tenants.
9. Wellness Checks as necessary: Using passive observation of the tenant population and coordinating with property management, identify clients who have not been seen or have shown signs of concern to staff on at least a weekly basis. Outreach efforts are used to make contact and check in with these tenants.

III. Target Population

In the permanent housing units, the Grantee will serve formerly homeless single adults and adult couples (without custody of minor children) who meet HSA-established eligibility requirements and are referred by the HSA Housing & Homeless access point system from being housed in HSA's SRO Master Lease portfolio. All potential tenants would have been homeless when placed in other Master Lease sites. The eligibility criteria for transfer to the Mayfair include meeting length of tenancy history, being in good standing with the current housing site, ability to pay the full rent, and results of a criminal background check. HSA will review and approve the eligibility criteria, outreach plan and screening process, as well as assist with the efforts to recruit eligible potential tenants.

IV. **Description of Services**

The Grantee will lease the following SRO

Mayfair Hotel – 78 units
626 Polk Street, San Francisco

for the purpose of providing units for tenant transferring from other permanent housing and providing those tenants with support services to help them remain housed, as well as providing space for Compass Family Services to operating a family shelter program.

Unit rent for a single tenant is a minimum of **$493.00** per month for each available unit. Future increases, no more than one a year, must be approved in advance of notice to tenants by the HSA program monitor for this contract.

Through this agreement, Grantee will provide the following services on-site:

1. Property Management

A. Grantee will lease the Mayfair Hotel for the purpose of providing units of permanent supportive housing and space for a family shelter program according to HSA negotiated terms.

B. Grantee will draft rental agreements to be signed with all tenants at move-in/upon occupancy. Family shelter clients are never offered rental agreements and do not pay rent for their time in shelter.

C. THC will manage and communicate regarding vacancies, screening, selection, move-in and move-out of tenants related to rooms established for permanent supportive housing.

D. Grantee will work to maintain a secure and healthful environment for tenants and delivery of all services, including but not limited to:

1. Compliance with all building, fire and health codes.
2. Clean, sanitary and regularly maintained common spaces and community areas within the building.
3. Clean, sanitary and regularly maintained shared-use toilet/shower facilities.
4. Regular removal of garbage/trash from designated trash areas and maintenance of these areas as clean and functional.
5. Maintenance and janitorial staff coverage to support these efforts and timely response to tenant building concerns and problems.
6. 24-hour, seven days a week front desk coverage.
7. Maintenance and repair of facility systems, plumbing, HVAC, electrical, Safety issues. Facility security and pest control.
8. Rent collection.
9. Written notice or warning to tenants related to any issue that may effect on-going tenancy including, but not limited to, failure to pay rent on time or in full, violations of house rules and actions that are in violation of the rental agreement.
10. When necessary, notice and actions related to the eviction process in accordance with laws in effect in San Francisco.

E. DPH, DBI and SFFD must inspect the hotel prior to it being added to the Housing First Program and at legally required intervals thereafter. If a hotel is given a "poor" rating by DPH or DBI, per the Memorandum of Understanding between DHS, DBI and DPH, or "not reasonably fire safe" by the SFFD, Grantee must cease accepting DHS referrals to that hotel effective the date of the inspecting agency determination.

DHS and the Grantee will notify the other party within 24 hours of any change in hotel status upon notification of the inspecting agency. Grantee shall accept no new placements in the hotel until notified by DHS that code violations have been cleared by the inspecting agency.

2. Supportive Services for Tenants

A. Grantee will provide an array of voluntary supportive services at the hotel designed to maximize housing retention and promote self-sufficiency. Services may include, but not be limited to:

1. Outreach and Engagement of tenants in services (in-program)
2. Intake and assessment (in-program)
3. Case Management (in-program)
4. Mediation with Property Management (in-program) and Eviction prevention (in-program and/or referral)
5. Crisis Intervention and Conflict Resolution (in-program)
6. Benefits counseling & advocacy-including specialized benefits counseling related to SSI and veterans benefits (in-program, roving and/or referral)
7. Employment-related services (in-program, roving and/or referral)
8. Referrals and support for linkages to needed services
9. Mental health and substance abuse counseling (in-program, roving and/or
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11. Healthcare (in-program, roving and/or referral)
12. Access to Food (in-program, roving and/or referral)
13. Wellness checks as necessary
14. Tenant Feedback and Complaint/Grievance Policies and Procedures

B. Grantee will offer a Modified Payment Program (MPP)money management/rep payee services to ensure timely payment of rent, timely distribution of the non-rent portion of each tenant's warrant, and the prevention of loss of housing due to non-payment of rent.

1. Grantee will establish a Memorandum of Understanding (MOU) with the DHS CAAP division to set up the system and procedures for a two-party warrant system.
2. For all resident's that receive CAAP benefits and transition to SSI or SSA, Grantee shall calculate resident's pro-rated rent or tenant rent portion based on DHS guidelines. If Grantee is tenant's representative payee or tenant is enrolled in money management, Grantee will collect the rent and issue disbursements according to an agreed upon money management plan. If Grantee is not representative payee, it will collect rent payments from tenant on a timely basis.

C. Grantee will establish monthly community meetings at the hotel for residents conducted by staff.

3. Subcontract with Compass Family Services

A. Develop and maintain a subcontract with Compass Family Services regarding its HSA-contracted family shelter program that includes various shared and designated spaces within the building.

B. Establish means to address and resolve issues regarding the building, building programs operated by both the Grantee and Compass Family Services, and individual tenants and/or family shelter clients.

C. Establish and orient staff regarding information, protocols and practices regarding the distinct programs within the building.

V. Location and Time of Services

Housing and property management services will be provided at the Mayfair Hotel, 24 hours a day, seven days a week. Support services staff will be available during regularly scheduled hours, excluding legal holidays as determined by the Grantee's personnel policies. Legal holidays are: Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, the day after Thanksgiving, Christmas Day, New Year's Day, Presidents' Day, Martin Luther King Day, Memorial Day and Independence Day.

VI. Service Objectives

On an annual basis, Grantee will meet the following objectives:

1. Property Management

A. Grantee will ensure that each unit, upon turnover, is clean and/or repaired within seven (7) working days, on average. This includes units used for tenants and those used for family shelter clients.

B. Grantee shall handle vacancies in tenant units according the to established and HSA-approved recruiting, screening and selection process. Compass Family Services will handle filling the family shelter unit vacancies according to its contract with HSA.

C. Grantee will maintain an occupancy rate of at least 90% in the tenant units.

2. Supportive Services

A. Services staff will contact every tenant at least three times during the first sixty days following placement in housing to engage the resident in services.

B. Grantee will offer on-site groups and organized activities at least once a week for residents of each hotel.

C. Staff will facilitate a community meeting on a monthly basis at each hotel that will be promoted and open to all residents. 50% of the building's residents will attend at least one meeting a year.

D. Grantee will offer on-site services and/or referrals to another appropriate agency to 100% of residents whose behavior indicates a substance abuse, mental health or another issue that is putting their housing and/or health in jeopardy. Follow-up contacts and offers of services will be provided if indicative behavior continues.

E. Grantee will offer support services to help prevent eviction, maintain their benefits and/or apply for reinstatement or other benefit programs to 100% of tenants who are known to face discontinuance or have been discontinued from their benefits program or are late in paying rent.

F. Grantee will offer assistance to rectify the situation in order to avoid eviction due to non-payment of rent to 100% of those residents who have paid rent late or have been discontinued from CAAP.

G. Grantee will have personal contact with 75% of all residents regarding support services every quarter.

VII. Outcome Objectives

On an annual basis, Grantee will meet the following objectives:

A. 95% of the tenant residents will remain in the hotel for 30 days or move to other permanent housing where they pay rent.

B. 90% of the tenant residents who resided in the building one year prior to the reporting period will remain in housing, have moved to other housing or exited the program in good standing.

For each reporting quarter, this outcome should be measured regarding any person residing in the building one or more days during the same quarter one year earlier. The list of these tenants forms the basis for measuring this outcome. (Example: If reporting on the 2nd Quarter Fiscal Year 2006-07 – 10/1/2006 through 12/31/2006, any tenant residing in the building one or more days during the period October 1, 2005 through December 31, 2005 will be the list of tenants to track.) The number of these tenants forms the pool of people being tracked for the quarter.

For each of the tenants being tracked, there should be one of three situations: 1) Still a tenant in the building. 2) Left building in "good standing" such as reporting a new address/destination, entering residential treatment, death and/or leaving with notice and without rent debt. 3) Left building under threat of eviction, because of eviction, abandonment without notice and/or leaving a rent debt. The total tenants with the first or second situations divided by the total tenants being tracked provides the percentage to be reported for this outcome.

NOTE: THC will not be responsible for tracking or reporting regarding the use of the family shelter units and the clients served by this program.

C. 90% of those tenant residents completing annual surveys will be able to identify a staff person they can contact:
   - If and when repairs are needed;
   - If they need to register a complaint or grievance;
   - For assistance accessing needed services or resources.

D. Of those survey respondents who state they needed maintenance or repairs, 80% will respond favorably to the annual survey question regarding timeliness and quality of repairs.

E. Of those survey respondents who required services or resources, 80% will respond that the services or resources provided had been helpful.

F. Of those survey respondents, 85% will indicate an awareness of monthly community meetings and the existence of a Tenant Representative and their respective purposes.

G. 60% of those tenants receiving assistance from on-site services to address discontinuance of benefits, late rent, and/or a substance abuse, mental health or another issue that is putting their housing and/or health in jeopardy will remain in the hotel during the following 12 months or move to other permanent housing where they pay rent.

VIII. Monitoring Activities

A. Program Monitoring: Program monitoring will include review of client eligibility, and back-up documentation for reporting progress towards meeting service and outcome objectives.

B. Fiscal Compliance and Contract Monitoring: Fiscal monitoring will include review of the Grantee's organizational budget, the general ledger, quarterly balance sheet, cost allocation procedures and plan, State and Federal tax forms, audited financial statement, fiscal policy manual, supporting documentation for selected invoices, cash receipts and disbursement journals. The compliance monitoring will include review of Personnel Manual, Emergency Operations Plan, Compliance with the Americans with Disabilities Act, subcontracts, and MOUs, and the current board roster and selected board minutes for compliance with the Sunshine Ordinance.

IX. Reporting Requirements

A. Monthly Reports

Monthly reports for each building will detail current tenants, tenants who moved in and tenants who moved out during the month, their room number, and whether tenants are receiving a subsidy. The monthly report will also document any serious concerns about the building or the contracted services and program.

B. Quarterly Reports

Quarterly progress reports shall evaluate the objectives listed above. Data gathered for each objective will be reported in a summary explaining the accomplishments or failures in attaining the objective. Additionally, the Grantee will report the number of tenants who applied for SSI and also report (separately) the number of tenants who were approved for SSI during each reporting period.

Quarterly reports are due on:

Period	Due
7/1/10-9/30/10	10/31/10
10/1/10-12/31/10	1/31/11
7/1/11-3/31/11	4/30/11
7/1/11-6/30/11 – Annual Report	7/31/11

C. Income and Expense Reporting

On a minimum six-month basis, Grantee will submit a revenue schedule showing rental income received and receivables and expenses incurred for the period covered by the report. Total income/expenses received and owed for the period will be shown. The total revenue shall be shown to include CAAP resident units and non-CAAP resident units so that revenue to expenses analysis can be performed for this contract. The results of the analysis may result in a reduction of the operational expenses funded by DHS. The schedule shall be due on January 30, 2011.

D. Annual Report

Grantee shall submit a 12-month report covering the period beginning July 1st and ending June 30th of each year that this contract is in effect. This report shall provide cumulative results for each objective as outlined above and shall include 12-month demographic information. This report is due on July 15th, 2011.

This report shall provide cumulative results for each objective as outlined above and shall include 12-month demographic information as described below:

Tenant Demographics

This data will include total tenant count, tenant age, gender, ethnicity, disability status (when available) and prior homeless status (to be reported once upon initial entry into housing). Disability status shall be assessed through voluntary disclosure of disability-related information by the client during the housing application process. Prior homeless status should be assessed by asking for the number of incidences of homelessness in the past 12 months and in the past three years, and length of time the client was homeless during the episode immediately prior to becoming housed.

This will no include demographics regarding the clients served by the family shelter program.

Employment and Income
Grantee will report the number of tenants who applied for SSI and also report (separately) the number of tenants who were approved for SSI during each reporting period. Grantee will report annually the number of tenants who maintained or increased their income over the year since their last recertification/income verification. Report the number of unemployed tenants who become employed over the year since their last recertification/income verification.

Residents Feedback
Grantee will administer, compile and report by hotel the results of an annual survey of all building residents to obtain feedback regarding property management and supportive services available to residents and to gain input from residents regarding program design and operations. At least 50% of the residents will complete the survey.

E. Annual Tenant Survey
The third quarterly report shall provide the results of the annual tenant survey. This report is due 4/30/2011.

F. The reports are to be submitted electronically to the following staff:

Ylonda Calloway (ZB36)
Adult Supportive Housing Program Manager, Housing and Homeless Programs
Ylonda.Calloway@sfgov.org

Stella Chu (G500)
Senior Contracts Manager, Office of Contract Management
Stella.Chu@sfgov.org

Alternatively, reports can be mailed to both staff at the following address:
San Francisco Human Services Agency, P.O. Box 7988, San Francisco, CA 94120

TENDERLOIN HOUSING CLINIC		BUDGET						
		FY09/10	FY10/11	FY11/12	FY12/13	FY13/14	FY14/15	
Eight Care Not Cash sites:		3% increase/yr						
Hotel Sites	Units							
All-Star Hotel - 2791 16th St.	86	$700,292	$721,301	$742,940	$765,228	$788,185	$811,830	
Boyd Hotel – 41 Jones St.	82	$816,397	$840,889	$866,116	$892,099	$918,862	$946,428	
Cal Drake Hotel -1541 California St.	51	$211,707	$218,058	$224,600	$231,338	$238,278	$245,426	
Elk Hotel – 670 Eddy St.	88	$762,458	$785,332	$808,892	$833,158	$858,153	$883,898	
Graystone Hotel - 66 Geary St.	74	$595,243	$613,100	$631,493	$650,438	$669,951	$690,050	
Pierre Hotel - 540 Jones St.	87	$767,816	$790,850	$814,576	$839,013	$864,184	$890,109	
Royan Hotel - 405 Valencia St.	69	$696,155	$717,040	$738,551	$760,707	$783,529	$807,034	
Union Hotel – 811 Geary St.	60	$674,479	$694,713	$715,555	$737,021	$759,132	$781,906	
Property Mgt (THC CNC)		$641,527	$660,773	$680,596	$701,014	$722,044	$743,706	
Modified Payment Prog (THC CNC)		$285,824	$294,399	$303,231	$312,328	$321,697	$331,348	
Total CNC	**597**	**$6,151,898**	**$6,336,455**	**$6,526,549**	**$6,722,345**	**$6,924,015**	**$7,131,736**	
With the addition of the Mayfair Hotel, there are eight Non-Care Not Cash Sites:								
Hotel Sites	Units							
Hartland Hotel – 909 Geary St.	137	$1,023,633	$1,054,342	$1,085,972	$1,118,551	$1,152,108	$1,186,671	
Jefferson Hotel - 440 Eddy St.	111	$785,453	$809,017	$833,287	$858,286	$884,034	$910,555	
Looper Hotel – 875 Post St.	43	$282,034	$290,495	$299,210	$308,186	$317,432	$326,955	
Mission Hotel - 520 S. Van Ness	248	$1,181,894	$1,217,351	$1,253,871	$1,291,487	$1,330,232	$1,370,139	
Raman Hotel – 1011 Howard St.	85	$827,973	$852,812	$878,397	$904,748	$931,891	$959,848	
Seneca Hotel – 34 Sixth St.	204	$1,239,320	$1,276,500	$1,314,795	$1,354,238	$1,394,866	$1,436,712	
Vincent Hotel – 459 Turk St.	103	$848,567	$874,024	$900,245	$927,252	$955,070	$983,722	
Property Mgt (THC Non-CNC)		$1,000,437	$1,030,450	$1,061,364	$1,093,205	$1,126,001	$1,159,781	
Modified Payment Prog (THC Non-CNC)		$445,733	$459,105	$472,878	$487,064	$501,676	$516,727	
Mayfair Hotel 626 Polk St.	**78**		$799,609	$738,989	$738,989	$738,989	$738,989	$3,755,566
Total NCNC	**1009**	**$7,635,044**	**$8,663,704**	**$8,839,007**	**$9,082,008**	**$9,332,298**	**$9,590,098**	
Annual Total CNC & NCNC	**1606**	**$13,786,942**	**$15,000,159**	**$15,365,556**	**$15,804,353**	**$16,256,314**	**$16,721,833**	
Total Budget Amount		**$92,935,158**						

Appendix B-2
Document Date: NCNC 4/19/2010

HUMAN SERVICES AGENCY - DEPARTMENT OF AGING AND ADULT SERVICES
BUDGET PROPOSAL FORMS

Grantee's Name: Tenderloin Housing Clinic

Grant Term: 7/1/10 - 6/30/15

Program: Mayfair Hotel

Program Term	7/1/10-6/30/11	7/1/11-6/30/12	7/1/12-6/30/13	7/1/13-6/30/14	7/1/14-6/30/15		7/1/10 - 6/30/15 Total
Expenditures							
Salaries & Benefits	$443,853	$443,853	$443,853	$443,853	$443,853		$2,701,293
Operating Expense	$649,899	$642,712	$642,712	$642,712	$642,712		$3,220,747
Subtotal	$1,093,753	$1,086,565	$1,086,565	$1,086,565	$1,086,565		$5,440,014
Indirect Percentage (%)	9.5%	9.5%	9.5%	9.5%	9.5%		
Indirect Cost (Line 16 X Line 17)	$103,907	$103,224	$103,224	$103,224	$103,224		$516,801
Capital Expenditure	$52,750	$0	$0	$0	$0		$52,750
Total Expenditures	**$1,250,409**	**$1,189,789**	**$1,189,789**	**$1,189,789**	**$1,189,789**		**$6,009,566**
HSA Revenues							
General Fund	**$799,609**	**$738,989**	**$738,989**	**$738,989**	**$738,989**		**$3,755,566**
TOTAL HSA REVENUES	$799,609	$738,989	$738,989	$738,989	$738,989		$3,755,566
Other Revenues							
Rental Income - Compass, subtenant	$143,000	$143,000	$143,000	$143,000	$143,000		$715,000
Rental Income - 54 single adult rooms	$307,800	$307,800	$307,800	$307,800	$307,800		$1,539,000
Total Other Revenues	$450,800	$450,800	$450,800	$450,800	$450,800		$901,600
Total Revenues	**$1,250,409**	**$1,189,789**	**$1,189,789**	**$1,189,789**	**$1,189,789**		**$6,009,566**
Full Time Equivalent (FTE)							

Prepared by: Wynne Tang Telephone No.: 415-885-3286 Date 4/19/10

HSA-CO Review Signature: _____

HSA #1 11/15/2007

Appendix B-3
Program: Mayfair Hotel
(Same as Line 9 on HSA #1)

Document Date: 4/19/2010

Salaries & Benefits Detail

	A	B	C	D	E	F	G	H	I	J	K
10		Agency Totals		For HSA Program		7/1/10-6/30/11	7/1/11-6/30/12	7/1/12-6/30/13	7/1/13-6/30/14	7/1/14-6/30/15	
11	POSITION TITLE	Annual Full TimeSalary for FTE	Total % FTE	% FTE	Adjusted FTE	Budgeted Salary	Budgeted Salary	Budgeted Salary	Budgeted Salary	Budgeted Salary	TOTAL 7/1/10 - 6/30/15
12	General Manager	45,000.00	100%	100.0%	1.00	$45,000	$45,000	$45,000	$45,000	$45,000	$270,003
13	Case Manager	42,000.00	100%	33.0%	0.33	$14,000	$14,000	$14,000	$14,000	$14,000	$112,002
14	Desk Clerk	195,331.50	700%	100.0%	7.00	$195,332	$195,332	$195,332	$195,332	$195,332	$1,172,004
15	Maintenance Worker	32,175.00	100%	100.0%	1.00	$32,175	$32,175	$32,175	$32,175	$32,175	$193,053
16	Janitorial	39,066.30	140%	100.0%	1.40	$39,066	$39,066	$39,066	$39,066	$39,066	$234,402
17					0.00						$0
18					0.00						$0
19					0.00						$0
20	TOTALS	$353,572.80	1140%	433.0%	10.73	$325,573	$325,573	$325,573	$325,573	$325,573	$1,981,463
21	FRINGE BENEFIT RATE	36.33%									
22	EMPLOYEE FRINGE BENEFITS	$128,453				$118,281	$118,281	$118,281	$118,281	$118,281	$719,856
23											
24											
25	TOTAL SALARIES & BENEFITS	$482,026				$443,853	$443,853	$443,853	$443,853	$443,853	$2,701,293
26	HSA #2										

11/15/2007

Appendix B-3, Page
Document Date: 4/19/2010

Program: Mayfair Hotel
(Same as Line 9 on HSA #1)

Operating Expense Detail

	Expenditure Category	TERM 7/1/10-6/30/11	7/1/11-6/30/12	7/1/12-6/30/13	7/1/13-6/30/14	7/1/14-6/30/15	TOTAL
10	Rental of Property	$444,600	$444,600	$444,600	$444,600	$444,600	$2,223,000
11	Utilities(Elec, Water, Gas, Phone, Scavenger)	$99,000	$99,000	$99,000	$99,000 #	$99,000	$495,000
12	Office Supplies, Postage	$4,500	$2,000	$2,000	$2,000	$2,000	$12,500
13	Building Maintenance Supplies and Repair	$58,000	$58,000	$58,000	$58,000	$58,000	$290,00
14	Insurance	$10,000	$10,000	$10,000	$10,000 #	$10,000	$50,000
15	Staff Training & recruiting	$2,951	$1,341	$1,341	$1,341	$1,341	$8,316
16	Elevator	$4,000	$4,000	$4,000	$4,000	$4,000	$20,000
17							$0
18							$0
19	CONSULTANT/SUBCONTRACTOR DESCRIPTIVE TITLE						
20							$0
21							$0
22	OTHER						
23	Community events	$1,620	$1,620	$1,620	$1,620	$1,620	$8,100
24	Tenant Screening	$4,104	$1,026	$1,026	$1,026	$1,026	$8,208
25	Increase in overall PMSS costs due to adding 1 more building	$21,125	$21,125	$21,125	$21,125	$21,125	$105,623
26							$0
27							$0
28							
29	TOTAL OPERATING EXPENSE	$649,899	$642,712	$642,712	$642,712	$642,712	$3,220,747
30							
31	HSA #3						11/15/2007

Program: Mayfair Hotel
(Same as Line 9 on HSA #1)

Appendix B-3, Page
Document Date: 4/19/10

Capital Expenditure Detail
(Equipment and Remodeling Cost)

	A	B	C	D	E	F	G	H
8	EQUIPMENT	TERM	7/1/10-6/30/11	7/1/11-6/30/12	7/1/12-6/30/13	7/1/13-6/30/14	7/1/14-6/30/15	TOTAL
9	No.	ITEM/DESCRIPTION						
10	1	Security System (PC based system, cameras & wiring) - owner putting in $10k	$40,000					$40,000
11	2	Desktop computers (PM and desk area)	$2,000					$2,000
12	1	Multifunction printer	$550					$550
13		phones (PM and desk area)	$200					$200
14		replacement desktop (for out of warantee machines)				$0		$0
15		replacement printer (for out of warantee machine)				$0		$0
16								$0
17								$0
18	TOTAL EQUIPMENT COST		$42,750	$0	$0	$0	$0	$42,750
19								
20	REMODELING							
21	Description:							
22								$0
23		Build out Property Manager's office	$10,000					$10,000
24								$0
25								$0
26								$0
27	TOTAL REMODELING COST		$10,000	$0	$0	$0	$0	$10,000
28								
29	TOTAL CAPITAL EXPENDITURE		$52,750	$0	$0	$0	$0	$52,750
30	(Equipment and Remodeling Cost)							
31	HSA #4							11/15/2007

	A	B	C	D		F	G	H
1								
2						Document Date:		4/19/2010
3	HUMAN SERVICES AGENCY - DEPARTMENT OF AGING AND ADULT SERVICES							
4	BUDGET PROPOSAL FORMS							
5	Grantee's Name					Grant Term		7/1/10 - 6/30/15
6	Tenderloin Housing Clinic							
7	Program: Mayfair Hotel ☐ NCNL							7/1/10 - 6/30/15
8	Program Term	7/1/10-6/30/11	7/1/11-6/30/12	7/1/12-6/30/13	7/1/13-6/30/14	7/1/14-6/30/15		Total
9	Expenditures							
10	Salaries & Benefits	$443,853	$443,853	$443,853	$443,853	$443,853		$2,701,293
11	Operating Expense	$649,899	$642,712	$642,712	$642,712	$642,712		$3,220,747
12								
13	Subtotal	$1,093,753	$1,086,565	$1,086,565	$1,086,565	$1,086,565		$5,440,014
14	Indirect Percentage (%)	9.5%	9.5%	9.5%	9.5%	9.5%		
15	Indirect Cost (Line 16 X Line 17)	$103,907	$103,224	$103,224	$103,224	$103,224		$516,801
16	Capital Expenditure	$52,750	$0	$0	$0	$0		$52,750
17								
18	Total Expenditures	$1,250,409	$1,189,789	$1,189,789	$1,189,789	$1,189,789		$6,009,566
19								
20	HSA Revenues							
22	General Fund	$799,609	$738,989	$738,989	$738,989	$738,989		$3,755,566
23								
24								
25	TOTAL HSA REVENUES	$799,609	$738,989	$738,989	$738,989	$738,989		$3,755,566
26	Other Revenues							
27								
28	Rental Income - Compass, subtenant	$143,000	$143,000	$143,000	$143,000	$143,000		$715,000
29	Rental Income - 54 single adult rooms	$307,800	$307,800	$307,800	$307,800	$307,800		$1,539,000
30								
31								
32	Total Other Revenues	$450,800	$450,800	$450,800	$450,800	$450,800		$901,600
33								
34	Total Revenues	$1,250,409	$1,189,789	$1,189,789	$1,189,789	$1,189,789		$6,009,566
35	Full Time Equivalent (FTE)							
37	Prepared by:	Wynne Tang			Telephone No.:	415-885-3286		Date 4/19/10
38	HSA-CO Review Signature:							
39	HSA #1							11/15/2007
40								
41		Reconciliation FY11 to FY12						
42	H.S.A. Funding for FY11	$799,609.35		*One Time start-up costs:*				
43	Less $7,188 in 1st year only operating costs	($7,188.00)		$7,188	Tenant screening, staffing - recruiting, office setup and training			
44	Less the indirect associated with $7,188 decrease in operating costs	($682.86)		$52,750	Mgr office, security system, office furniture			
45	Less $52,750 in 1st year only capital	($52,750.00)						
46	H.S.A. Funding for FY12	$738,988.49		$59,938				
47								
48	Reconciliation from Draft Mayfair budget presented in March 2010:							
49								7/1/10 - 6/30/15
50	Program Term	7/1/10-6/30/11	7/1/11-6/30/12	7/1/12-6/30/13	7/1/13-6/30/14	7/1/14-6/30/15		Total
51								
52	Draft H.S.A. Commitment	$787,783	$727,845	$727,845	$727,845	$727,845		$3,699,163
53								
54	Adjustments:							
55	Fringe $ increase associated with rate increase to 36.33%	$10,801	$10,801	$10,801	$10,801	$10,801		$54,003
56	Add the indirect associated with increased fringe $ included in the subtotal	$1,026.06	$1,026.06	$1,026.06	$1,026.06	$1,026.06		$5,130
57	Less the indirect associated with $7,188 decrease in operating costs for FY12 - FY15	0	($682.86)	($682.86)	($682.86)	($682.86)		-$2,731
58	Total Adjustments	$11,827	$11,144	$11,144	$11,144	$11,144		$56,402
59								
60	H.S.A. Commitment on this Budget	$799,610	$738,989	$738,989	$738,989	$738,989		$3,755,565

Document Date: 4/19/2010

Program: Mayfair Hotel
(Same as Line 9 on HSA #1)

Salaries & Benefits Detail

	A	B	C	D	E	F	G	H	I	J	K
9						7/1/10-6/30/11	7/1/11-6/30/12	7/1/12-6/30/13	7/1/13-6/30/14	7/1/14-6/30/15	
10		Agency Totals		For HSA Program							TOTAL
11	POSITION,TITLE	Annual Full TimeSalary for FTE	Total % FTE	% FTE	Adjusted FTE	Budgeted Salary	Budgeted Salary	Budgeted Salary	Budgeted Salary	Budgeted Salary	7/1/10 - 6/30/15
12	General Manager	45,000.00	100%	100.0%	1.00	$45,000	$45,000	$45,000	$45,000	$45,000	$270,003
13	Case Manager	42,000.00	100%	33.0%	0.33	$14,000	$14,000	$14,000	$14,000	$14,000	$112,002
14	Desk Clerk	195,331.50	700%	100.0%	7.00	$195,332	$195,332	$195,332	$195,332	$195,332	$1,172,004
15	Maintenance Worker	32,175.00	100%	100.0%	1.00	$32,175	$32,175	$32,175	$32,175	$32,175	$193,053
16	Janitorial	39,066.30	140%	100.0%	1.40	$39,066	$39,066	$39,066	$39,066	$39,066	$234,402
17					0.00						$0
18					0.00						$0
19					0.00						$0
20	TOTALS	$353,572.80	1140%	433.0%	10.73	$325,573	$325,573	$325,573	$325,573	$325,573	$1,981,463
21	FRINGE BENEFIT RATE	36.33%									
22	EMPLOYEE FRINGE BENEFITS	$128,453				$118,281	$118,281	$118,281	$118,281	$118,281	$719,856
23											
24											
25	TOTAL SALARIES & BENEFITS	$482,026				$443,853	$443,853	$443,853	$443,853	$443,853	$2,701,293

HSA #2 11/15/2007

Budget Justification
Program: Mayfair Hotel

General Manager
Manage the day to day operations of the Mayfair Hotel: 1)ensure the building is properly maintained, 2)supervises the desk clerk, maintenance and janitorial staff, 3)coordinates with the case manager and THC's Housing Services team to screen, interview and qualify tenants and to offer appropriate service for retention, 4) work closely with Compass staff to manage the 22 units subleased for the family shelter in manner consistent with our agreement with Compass, 5) enforcement of lease agreements (Compass and tenants), 6) Respond to building emergencies 24 hours a day.

Case Manager
General duties of case managers include but are not limited to: understanding the client's needs, creating budgets and transition plans, assist in find appropriate housing, work with families to identify and address barriers to housing stability and self-sufficency, refer clients to appropriate benefits and follow-up/gather evidence that plans are being followed by the clients.

Since the Mayfair clients will be "step-up" tenants that have proven housing stability in other SROs, the 1 FTE case manager will spend 1/3 of their time at the Mayfair, and the rest of their time with THC's 2 other 'step-up' hotels, the Caldrake and Looper.

Desk Clerks
Provide access to tenants and shelter clients access to the building, screen all visitors, document incidents on reports and in the logbook, follow THC policies concerning tenants and Compass, perform rounds on all floors to ensure cleanliness and security, report emergencies to general manager and appropriate emergency agencies. 24 hour a day, 7 days a week these duties will be performed.

Maintenance Worker
Provide maintenance and repair support for the entire building, including all the common areas and the areas occupied by the subtenant, Compass. Will get all rooms at the Mayfair ready to rent by THC or use by the families associated with the family shelter run by Compass.

Janitorial
Provide janitorial support each day of the week for the entire building, including all the common areas and areas occupied by the subtenant, Compass.

Employee Fringe Benefit Rate:
THC's fringe rate was 33% for FY10 but our actual fringe benefit costs so far for the first 9 months in FY10 is 33.3%. THC received quotes from Kaiser and our Worker's Comp carrier for FY11 that included double-digit increases (Kaiser 12.7% and Worker's Comp 15%). With this news, THC estimates that the fringe rate needs to be 36.33% to cover our expected increases in fringe benefit costs for FY11and going forward. THC will likely experience additional increases in fringe costs in the future but can not at this time accurately predict an increase fringe benefit rate. We kept the fringe benefit rate for FY12 - FY15 the same as for FY11.

Appendix B, Page
Document Date: 4/19/2010

Program: Mayfair Hotel
(Same as Line 9 on HSA #1)

Operating Expense Detail

Expenditure Category	TERM 7/1/10-6/30/11	7/1/11-6/30/12	7/1/12-6/30/13	7/1/13-6/30/14	7/1/14-6/30/15	TOTAL
Rental of Property	$444,600	$444,600	$444,600	$444,600	$444,600	$2,223,000
Utilities(Elec, Water, Gas, Phone, Scavenger)	$99,000	$99,000	$99,000	$99,000 #	$99,000	$495,000
Office Supplies, Postage	$4,500	$2,000	$2,000	$2,000	$2,000	$12,500
Building Maintenance Supplies and Repair	$58,000	$58,000	$58,000	$58,000	$58,000	$290,000
Insurance	$10,000	$10,000	$10,000	$10,000 #	$10,000	$50,000
Staff Training & recruiting	$2,951	$1,341	$1,341	$1,341	$1,341	$8,316
Elevator	$4,000	$4,000	$4,000	$4,000	$4,000	$20,000
						$0
						$0
CONSULTANT/SUBCONTRACTOR DESCRIPTIVE TITLE						
						$0
						$0
OTHER						
Community events	$1,620	$1,620	$1,620	$1,620	$1,620	$8,100
Tenant Screening	$4,104	$1,026	$1,026	$1,026	$1,026	$8,208
Increase in overall PMSS costs due to adding 1 more building	$21,125	$21,125	$21,125	$21,125	$21,125	$105,623
						$0
						$0
TOTAL OPERATING EXPENSE	$649,899	$642,712	$642,712	$642,712	$642,712	$3,220,747

HSA #3 11/15/2007

Budget Justification
Program: Mayfair Hotel

Rent:
Rent is fixed for 3 years : $450/month per room x 78 rooms and $1,950/month for the 2 commercial spaces.
Not included: After the 3rd year, increases will be the higher of 2% or the SF Rent Board rate. THC estimates the rate to be 2.5%.
FY14 rent estimated to be $455,715 and FY15 estimated to be $467,108.

Utilities:
Used Pierre Hotel 9 month actuals in FY10 to predict FY11 Not included is 5% expected increase each year in utility costs for FY12,FY13,FY14 & FY15
Similar size, with elevator and bath in each room

Supplies:
Used Pierre Hotel 9 month actuals in FY10 to predict FY12 - FY15 FY11 has additional $2,500 for office, desk area setup costs
Similar size, with elevator and bath in each room

Building Maintenance:
Used Pierre Hotel 9 month actuals in FY10 to predict FY11
Similar size, with elevator and bath in each room

Insurance:
Used Pierre Hotel 9 month actuals in FY10 to predict FY11 Not included is 2.5% expected increase each year in insurance costs for FY12,FY13,FY14 & FY15
Similar size, with elevator and bath in each room

Staff Training:
Estimated at $100 per FTE and some $ for recruiting for FY12 - 15. FY11 has additional 1,609.50 for start-up recruiting costs and training.

Elevator
Used Pierre Hotel 9 month actuals in FY10 to predict FY11. No increases can be predicted for FY12 - FY15 without actual experience so budget is static for now.

Community Events:
Estimated at $30 per year for each of the 54 single adult units.

Tenant Screening costs:
Prospective tenants for the Mayfair go through a more intensive screeing process, including a criminial background check. FY11 costs are high due to the rent up of the 54 single adult units.

	A	B	C	D	E	F	G	H
1							Appendix B, Page	
2							Document Date:	4/19/10
3	Program: Mayfair Hotel							
4	(Same as Line 9 on HSA #1)							
5				Capital Expenditure Detail				
6				(Equipment and Remodeling Cost)				
7								TOTAL
8	EQUIPMENT	TERM	7/1/10-6/30/11	7/1/11-6/30/12	7/1/12-6/30/13	7/1/13-6/30/14	7/1/14-6/30/15	
9	No.	ITEM/DESCRIPTION						
10	1	Security System (PC based system, cameras & wiring) - owner putting in $10k	$40,000					$40,000
11	2	Desktop computers (PM and desk area)	$2,000					$2,000
12	1	Multifunction printer	$550					$550
13		phones (PM and desk area)	$200					$200
14		replacement desktop (for out of warantee machines)				$0		$0
15		replacement printer (for out of warantee machine)				$0		$0
16								$0
17								$0
18	TOTAL EQUIPMENT COST		$42,750	$0	$0	$0	$0	$42,750
19								
20	REMODELING							
21	Description:							$0
22								$0
23		Build out Property Manager's office	$10,000					$10,0(
24								$0
25								$0
26								$0
27	TOTAL REMODELING COST		$10,000	$0	$0	$0	$0	$10,000
28								
29	TOTAL CAPITAL EXPENDITURE		$52,750	$0	$0	$0	$0	$52,750
30	(Equipment and Remodeling Cost)							
31	HSA #4							11/15/2007
32								
33	**Not included:** Replacement desktops and printer in year 4 (FY14):$2000 for the 2 out of warantee machines and $550 for replacement printer.							

CITY AND COUNTY OF SAN FRANCISCO
HUMAN SERVICES AGENCY

GRANT AGREEMENT

between

CITY AND COUNTY OF SAN FRANCISCO

and

TENDERLOIN HOUSING CLINIC

THIS GRANT AGREEMENT (this "Agreement") is made this July 23, 2009, in the City and County of San Francisco, State of California, by and between **TENDERLOIN HOUSING CLINIC** ("Grantee") and the **CITY AND COUNTY OF SAN FRANCISCO**, a municipal corporation ("City") acting by and through the Agency (as hereinafter defined),

WITNESSETH:

WHEREAS, Grantee has submitted to the Agency the Application Documents (as hereinafter defined) seeking a grant, CFDA # 10.551 (partial source of funding), for the purpose of funding the matters set forth in the Grant Plan (as hereinafter defined); and summarized briefly as follows:

To provide property management and supportive services at multiple Master Leased Hotel sites; and

WHEREAS, approval for said Agreement was obtained when the Civil Service Commission approved Contract Number 2004/08/09 on March 2, 2009; and

Work performed under this Agreement will be funded, in whole or in part, with funds appropriated through the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5 (the "Recovery Act" or "ARRA").

The following supplemental terms and conditions apply to the work performed under this contract. The Contractor must comply with the requirements of the ARRA which are set forth in the Contract. In the event of conflict between the other terms and conditions of this contract and the ARRA provisions, the terms and conditions of this ARRA provisions shall govern. Contractor further agrees to comply with City's reasonable requests for additional information based on future federal and state guidelines, regulations and other grant requirements due to amendments or clarifications by law or regulation.

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 hereby acknowledged, the parties hereto 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:

** Complete copy of document is located in

File No. 120758

File No. 120758

FORM SFEC-126:
NOTIFICATION OF CONTRACT APPROVAL

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

City Elective Officer Information *(Please print clearly.)*	
Name of City elective officer(s): Members, Board of Supervisors	City elective office(s) held: Members, Board of Supervisors

Contractor Information *(Please print clearly.)*	
Name of contractor: **Tenderloin Housing Clinic**	
Please list the names of (1) members of the contractor's board of directors; (2) the contractor's chief executive officer, chief financial officer and chief operating officer; (3) any person who has an ownership of 20 percent or more in the contractor; (4) any subcontractor listed in the bid or contract; and (5) any political committee sponsored or controlled by the contractor. ***Use additional pages as necessary.*** 1) See attached list 2) Randy Shaw, Executive Director Wynne Tang, CFO 3)n/a 4)n/a 5)n/a	
Contractor address: 126 Hyde Street, San Francisco, CA 94102	
Date that contract was approved: *(By the SF Board of Supervisors)*	Amount of contract: $92,935,158
Describe the nature of the contract that was approved: Management and operation of various Care Not Cash Sites and Non Care Not Cash Sites of the Housing First Program	
Comments:	

This contract was approved by (check applicable):

☐ the City elective officer(s) identified on this form

☑ a board on which the City elective officer(s) serves: San Francisco Board of Supervisors
Print Name of Board

☐ the board of a state agency (Health Authority, Housing Authority Commission, Industrial Development Authority Board, Parking Authority, Redevelopment Agency Commission, Relocation Appeals Board, Treasure Island Development Authority) on which an appointee of the City elective officer(s) identified on this form sits

_____
Print Name of Board

Filer Information *(Please print clearly.)*	
Name of filer: Angela Calvillo, Clerk of the Board	Contact telephone number: (415) 554-5184
Address: City Hall, Room 244, 1 Dr. Carlton B. Goodlett Pl., San Francisco, CA 94102	E-mail: Board.of.Supervisors@sfgov.org

_____ _____
Signature of City Elective Officer (if submitted by City elective officer) Date Signed

_____ _____
Signature of Board Secretary or Clerk (if submitted by Board Secretary or Clerk) Date Signed

THC Board Roster

Board President: Phillip Morgan

Board members:
Chris Tiedemann,
Ken Brophy,
Otto Dufty,
Dean Preston
Randy Wilson
Pam Coates
Jazzie Collins