



CONTRACT PURCHASE ORDER RELEASE
COMMUNITY HEALTH SERVICES

PO NUMBER: DPHC11000429
PO AMOUNT: \$2,891,831.00

TO: TIDES CENTER
THE PRESIDIO
P O BOX 29907
SAN FRANCISCO

CA 94129-0907

PO PRINT DATE: 09/08/2010

CONTACT: SUSAN STALEY, GOVT
PHONE : 415-561-6300
VENDOR ID: 41576

TERMS: NET
FOB : DEST

ISSUE DATE : 09/15/2010

BPO # : BPHC09000067 <<
EFF. DATE : 07/01/2008
EXP. DATE : 06/30/2013

DELIVER TO: 101 GROVE ST. ROOM 112
SAN FRANCISCO

CA 94102-0000

AUTHORIZED SIGNATURE: _____

DATE : 9/8/2010
PHONE: _____

ORIGINAL ORDER MUST BE SIGNED TO BE VALID

VOICE TO: DEPARTMENT OF PUBLIC HEALTH (HCI01)
1380 HOWARD ST 4TH FLR
SAN FRANCISCO CA 94103

TERMS:

THIS CONTRACT PURCHASE ORDER AND THE ACCOMPANYING SIGNED CONTRACT
AUTHORIZE YOU TO BEGIN PERFORMING THE CONTRACT AND INVOICING THE
CITY. THIS IS SUBJECT TO THE TERMS AND CONDITIONS IN THE CONTRACT. ANY
TERMS AND CONDITIONS ON THE REVERSE OF THIS DOCUMENT DO NOT APPLY.

YOU MUST INCLUDE THE CONTRACT PURCHASE ORDER NUMBER ON ALL INVOICES.

standards set by the City; (2) Pay the covered employee \$1.50 for each hour a covered employee works on this contract, not to exceed \$60 per week.

14. Guaranteed Maximum Costs. (a) The City's obligation hereunder shall not at any time exceed the amount certified by the Controller for the purpose and period stated in such certification. (b) Except as may be provided by laws governing emergency procedures, officers and employees of the City are not authorized to request, and the City is not required to reimburse the Contractor for, Commodities or Services beyond the agreed upon contract scope unless the changed scope is authorized by amendment and approved as required by law. (c) Officers and employees of the City are not authorized to offer or promise, nor is the City required to honor, any offered or promised additional funding in excess of the maximum amount of funding for which the contract is certified without certification of the additional amount by the Controller. (d) The Controller is not authorized to make payments on any contract for which funds have not been certified as available in the budget or by supplemental appropriation.

15. 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 three times the amount of damages which the City sustains because of the false claim. A contractor, subcontractor or consultant who submits a false claim shall also be liable to the City for the costs, including attorneys' fees, of a civil action brought to recover any of those penalties or damages, and may be liable to the City for a civil penalty of up to \$10,000 for each false claim. 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.

16. Nondiscrimination; Penalties. (a) **Contractor Shall Not Discriminate.** In the performance of this contract, Contractor agrees not to discriminate on the basis of the fact or perception of a person's race, color, creed, religion, national origin, ancestry, age, sex, sexual orientation, gender identity, domestic partner status, marital status, disability or AIDS or HIV status (AIDS/HIV status) against any employee of, any City employee working with, or applicant for employment with Contractor, in any of Contractor's operations within the U.S., or against any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations operated by Contractor. (b) **Subcontracts.** Contractor shall incorporate by reference in all subcontracts the provisions of Sections 12B.2(a), 12B.2(c)-(k), and 12C.3 of the S.F. Admin. Code (copies of which are available from Purchasing) and shall require all subcontractors to comply with such provisions. Contractor's failure to comply with the obligations in this subsection shall constitute a material breach of this contract. (c) **Nondiscrimination in Benefits.** Contractor does not as of the date of this contract and will not during the term of this contract, in any of its operations in San Francisco, on real property owned by the City or where work is being performed for the City, discriminate in the provision of bereavement leave, family medical leave, health benefits, membership or membership discounts, moving expenses, pension and retirement benefits or travel benefits, and any benefits other than the benefits specified above, between employees with domestic partners and employees with spouses, or between the domestic partners and spouses of such employees, if the domestic partnership has been registered with a governmental entity pursuant to state or local law authorizing such registration, subject to conditions set forth in Admin. Code Sec. 12B.2(b). (d) **Incorporation of Administrative Code Provisions by Reference.** The provisions of Chapters 12B and 12C of the Admin. Code are incorporated in this Section by reference and made a part of this contract as though fully set forth herein. Contractor shall comply fully with and be bound by all of the provisions that apply to this under such Chapters including but not limited to the remedies provided in such Chapters. Without limiting the foregoing, Contractor understands that pursuant to Sec. 12B.2(h) of the S.F. Admin. Code, a penalty of \$50 for each person for each calendar day during which such person was discriminated against in violation of the provisions of this contract may be assessed against Contractor and/or deducted from any payments due Contractor.

17. Minority/Women/Local Business Utilization; Liquidated Damages. a. **Compliance.** Contractor understands and agrees to comply fully with all provisions of Chapter 12D.A ("Minority/Women/Local Business Utilization Ordinance-IV") of the San Francisco Administrative Code and agrees to include this paragraph in all subcontracts made in fulfillment of the Contractor's obligations under this contract. Said provisions are incorporated herein by reference and made a part of this contract as though fully set forth. Contractor's willful failure to comply with Chapter 12D.A is a material breach of contract.

b. **Enforcement.** If Contractor willfully fails to comply with any of the provisions of Chapter 12D.A, the rules and regulations implementing Chapter 12D.A, or the provisions of this contract pertaining to MBE or WBE participation, Contractor shall be liable for liquidated damages in an amount equal to Contractor's net profit on this contract, or 10% of the total amount of this contract, or \$1,000, whichever is greatest. The Director of the City's Human Rights Commission (HRC) may also impose other sanctions against Contractor authorized in Chapter 12D.A, including declaring the Contractor to be irresponsible and ineligible to contract with the City for a period of up to five years or revocation of the Contractor's MBE or WBE certification. The Director of HRC will determine the sanctions to be imposed, including the amount of liquidated damages, after investigation pursuant to §12D.A.16(B).

By entering into this contract, Contractor acknowledges and agrees that any liquidated damages assessed by the Director of the HRC shall be payable to City upon demand. Contractor further acknowledges and agrees that any liquidated damages assessed may be withheld from any monies due to Contractor on any contract with City.

Contractor agrees to maintain records necessary for monitoring its compliance with Chapter 12D.A for a period of three years following termination of this contract, and shall make such records available for audit and inspection by HRC or the Controller upon request.

18. MacBride Principles--Northern Ireland. The City and County of San Francisco urges

companies doing business in Northern Ireland to move towards resolving employment inequities, and encourages such companies to abide by the MacBride Principles. The City urges San Francisco companies to do business with corporations that abide by the MacBride Principles.

19. Tropical Hardwoods and Virgin Redwood. The City urges contractors not to import, purchase, obtain, or use for any purpose, any tropical hardwood, tropical hardwood wood product, virgin redwood or virgin redwood wood product. If this order is for wood products service involving wood products: (a) Chapter 8 of the S.F. Environment Code is incorporated herein and by reference made a part hereof as though fully set forth. (b) Except as expressly permitted by the application of Environment Code Secs. 802(b) and 803(b), Contractor shall not provide any items to the City in performance of this contract which are tropical hardwoods, tropical hardwood product, virgin redwood or virgin redwood product. Failure of Contractor to comply with any part of Chapter 8 of the Environment Code shall be deemed a material breach of contract.

20. Resource Conservation. Contractor agrees to comply fully with the San Francisco Environment Code, Chapter 5 ("Resource Conservation"), as amended from time to time. Said provisions are incorporated herein by reference and made a part of this contract as though fully set forth. Failure by Contractor to comply with any of the applicable requirements of Chapter 5 will be deemed a material breach of contract.

21. Earned Income Credit Forms. Administrative Code section 12O requires that employers provide their employees with IRS Form W-5 (The Earned Income Credit Advance Payment Certificate) and the IRS EIC Schedule, as set forth below. Employers can locate these forms at the IRS Office, on the Internet, or anywhere that Federal Tax Forms can be found.

(a) Contractor shall provide the EIC Forms to each Eligible Employee at each of the following times: (i) within thirty (30) days following the date on which the applicable contract or contract amendment becomes effective (unless Contractor has already provided such EIC Forms at least once during the calendar year in question); (ii) promptly after any Eligible Employee is hired by Contractor; and (iii) annually between January 1 and January 31 of each calendar year during the term of the contract.

(b) Failure to comply with the foregoing requirement shall constitute a material breach by Contractor of the terms of the contract.

(c) If within thirty (30) days after the Contractor receives written notice of such a breach, Contractor fails to cure such breach or, if such breach cannot reasonably be cured within such period of thirty (30) days, Contractor fails to commence efforts to cure within such period, or thereafter fails to diligently pursue such cure to completion, the City may pursue any rights or remedies available under the terms of the contract or under applicable law.

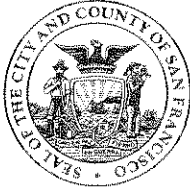
22. Sunshine Ordinance. Information bidders or Contractors provide City that is covered by Admin. Code Sec. 67.24 (e.g., bids, responses to RFPs, and all records of communications between City and persons or firms seeking contracts) will be made available to the public upon request. This applies to unsuccessful bidders as well as to entities who are awarded contracts.

23. Limitations on Contributions. Contractor acknowledges that it is familiar with section 1.126 of the City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with the City for the rendition of personal services or for the furnishing of any material, supplies or equipment to the City, whenever such transaction would require approval by a City elective officer or the board on which that City elective officer serves, from making any campaign contribution to the officer at any time from the commencement of negotiations of the contract until the later of either (1) the termination of negotiations for such contract or (2) three months after the date the contract is approved by the City elective officer or the board on which that City elective officer serves.

24. Prohibition on Political Activity with City Funds. In accordance with San Francisco Administrative Code Chapter 12.G, Contractor may not participate in, support, or attempt to influence any political campaign for a candidate or for a ballot measure (collectively, "Political Activity") in the performance of the services provided under this contract. Contractor agrees to comply with San Francisco Administrative Code Chapter 12.G and any implementing rules and regulations promulgated by the City's Controller. The terms and provisions of Chapter 12.G are incorporated herein by this reference. In the event Contractor violates the provisions of this section, the City may, in addition to any other rights or remedies available hereunder, (i) terminate this contract, and (ii) prohibit Contractor from bidding on or receiving any new City contract for a period of two (2) years. The Controller will not consider Contractor's use of profit as a violation of this section.

25. Preservative-Treated Wood Containing Arsenic. Contractor may not purchase preservative-treated wood products containing arsenic in the performance of this Contract unless an exemption from the requirements of Chapter 13 of the San Francisco Environment Code is obtained from the Department of the Environment under Section 1304 of the Code. The term "preservative-treated wood containing arsenic" shall mean wood treated with a preservative that contains arsenic, elemental arsenic, or an arsenic copper combination, including, but not limited to, chromated copper arsenate preservative, ammoniacal copper zinc arsenate preservative, or ammoniacal copper arsenate preservative. Contractor may purchase preservative-treated wood products on the list of environmentally preferable alternatives prepared and adopted by the Department of the Environment. This provision does not preclude Contractor from purchasing preservative-treated wood containing arsenic for saltwater immersion. The term "saltwater immersion" shall mean a pressure-treated wood that is used for construction purposes or facilities that are partially or totally immersed in saltwater.

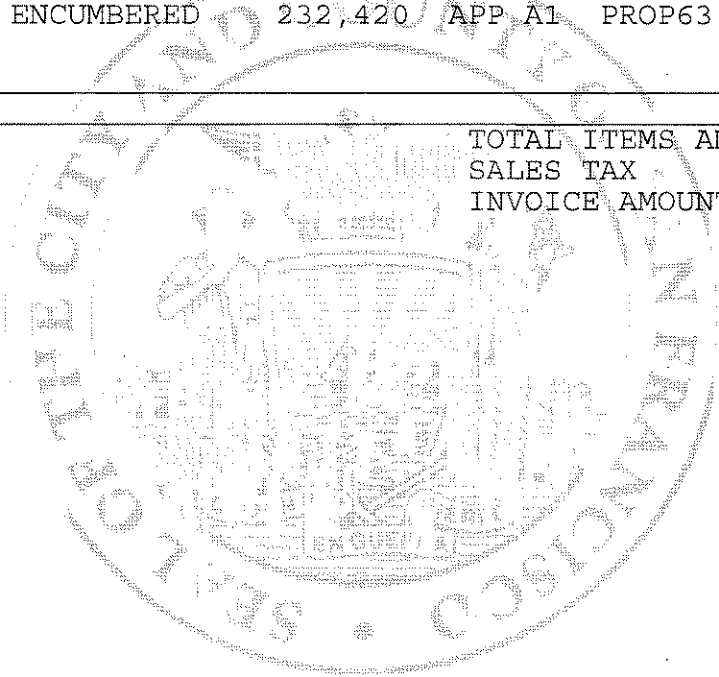
26. Services Provided by Attorneys. Any services to be provided by a law firm or attorney must be reviewed and approved in writing in advance by the City Attorney. No invoices for services provided by law firms or attorneys, including, without limitation, as subcontractors, Contractor, will be paid unless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



CONTRACT PURCHASE ORDER RELEASE
 COMMUNITY HEALTH SERVICES

PO NUMBER: DPHC11000429
 PO AMOUNT: \$2,891,831.00

ITEM	COMMODITY ID NAME/SPECS	UOM TAX	QUANTITY	UNIT PRICE	TOTAL PRICE
1	7400-10 SVC, MED/HLTH; AIDS	EA N	1.00	2,891,831.0000	2,891,831.00
FY10/11	HP11-06380-HU		\$2,659,411	APP A1 GF	7/1/10-6/30/11
	HP11-06380-HU		232,420	APP A1 PROP63	7/1/10-6/30/11
	HP11-06380-HU		55,045	APP A1 FQHC-GF	7/1/10-6/30/11
	HP11-06380-HU		199,207	APP A1 HUD	9/1/10-6/30/11
FY11/12	TO BE ENCUMBERED		2,659,411	APP A1 GF	7/1/11-6/30/12
	TO BE ENCUMBERED		232,420	APP A1 PROP63	7/1/11-6/30/12
	TO BE ENCUMBERED		55,045	APP A1 FQHC-GF	7/1/11-6/30/12
	TO BE ENCUMBERED		199,207	APP A1 HUD	9/1/11-6/30/12
FY12/13	TO BE ENCUMBERED		2,659,411	APP A1 GF	7/1/12-6/30/13
	TO BE ENCUMBERED		232,420	APP A1 PROP63	7/1/12-6/30/13
TOTAL ITEMS AMOUNT					\$2,891,831.00
SALES TAX					\$.00
INVOICE AMOUNT					\$2,891,831.00



A. Commercial Terms

1. **Electrical Products.** If an electrical item has not been tested by a lab approved by City's Dept. of Building Inspections, Contractor will so notify the requesting department before delivery by writing the department at the "Deliver to" address on the front of the Purchase Order. Approved testing labs are: American Gas Assn.; Applied Research Labs; Electro-Test, Inc.; ETS Testing Labs; Factory Mutual Research; Gas & Mechanical Lab; Underwriters Labs. When a non-tested item is delivered, the department will request approval from Dept of Public Works. If the department is unable to obtain approval, City reserves the right to cancel the transaction and return the item to Contractor, at no charge to City.

2. **F.O.B. Point.** F.O.B. destination in San Francisco, freight prepaid and allowed.

3. **Contract Interpretation; Venue; Assignment.** Should any questions arise as to the meaning and intent of the contract, the matter shall be referred to Purchasing, who shall decide the true meaning and intent of the contract. This contract shall be deemed to be made in, and shall be construed in accordance with the laws of the State of California. Venue for all litigation relative to the formation, interpretation and performance of this contract shall be in San Francisco. This contract may be assigned only with the written approval of Purchasing.

4. **Failure to Deliver.** If Contractor fails to deliver an article or service of the quality, in the manner or within the time called for by this contract: such article or service may be bought from any source by Purchasing and if a greater price than that named in the contract be paid for such article or service, the excess price will be charged to and collected from Contractor or sureties on its bond if bond has been required; or, the City may terminate the contract for default; or, the City may return deliveries already made and receive a refund.

5. **Cash Discounts; Terms of Payment.** The discount period will start upon date of completion of delivery of all items, upon the date of the issuance of this contract, or upon date of receipt of properly prepared invoices covering such deliveries, whichever is later. Payment is deemed to be made, for the purpose of earning the discount, on the date of mailing the City warrant or check. It is understood and agreed that no additional charge shall accrue against City if City does not make payment within any time specified by bidder.

6. **Taxes.** City is exempt from federal taxes except on articles for resale. Contractor will enter state and local sales or use tax, and other excise tax if applicable, on invoices.

7. **Proposal, Quotation and Attachments.** This contract incorporates by reference the provisions of any related bid request issued by City, any bid submitted by contractor, or both. This contract incorporates by reference the provision of any attachments.

8. **Hold Harmless and indemnification.** Contractor shall indemnify and save harmless City and its officers, agents and employees from, and, if requested, shall defend them against any and all loss, cost, damage, injury, liability, and claims thereof for injury to or death of a person, or loss of or damage to property, resulting directly or indirectly from contractor's performance of this contract, regardless of the negligence of, and regardless of whether liability without fault is imposed or sought to be imposed on City, except to the extent that such indemnity is void or otherwise unenforceable under applicable law and except where such loss, damage, injury, liability or claim is the result of willful misconduct of City and is not contributed to by any act of, or by any omission to perform some duty imposed by law or agreement on contractor, its subcontractors or either's agent or employee. The foregoing indemnity shall include, without limitation, reasonable fees of attorneys, consultants and experts and related costs and City's costs of investigating any claims against the City. In addition to Contractor's obligation to indemnify City, Contractor specifically acknowledges and agrees that it has an immediate and independent obligation to defend City from any claim which actually or potentially falls within this indemnification provision, even if the allegations are or may be groundless, false or fraudulent, which obligation arises at the time such claim is tendered to Contractor by City and continues at all times thereafter. Contractor shall indemnify and hold City harmless from all loss and liability, including attorney's fees, court costs and all other litigation expenses for any infringement of the patent rights, copyright, trade secret or any other proprietary right or trademark of any person or persons in consequence of the use by City, or any of its officers or agents, of articles or services to be supplied in the performance of this contract.

9. **Provisions Controlling.** Contractor agrees that in the event of conflicting language between this contract and Contractor's printed form, the provisions of this contract shall take precedence. This section shall supersede any language in the contractor's terms and conditions attempting to nullify City terms and conditions or to resolve language conflicts in favor of the contractor's terms and conditions.

10. **Waiver.** The waiver by either party of any breach by contractor of any term, covenant or conditions hereof shall not operate as a waiver of any subsequent breach of the same or any other term, covenant or condition hereof.

11. **Termination and Termination for Convenience.** In the event Contractor fails to perform any of its obligations under this contract, in addition to any other remedies available to City, this contract may be terminated and all of Contractor's rights hereunder ended. Termination will be effective after ten days' written notice to Contractor. No new work will be undertaken, and no new deliveries will be made, after the date of receipt of any notice of termination, or five days after the date of the notice, whichever is earlier. In the event of such termination, Contractor will be paid for those services performed, or deliveries made, under this contract to the satisfaction of the City, up to the date of termination. However, City may offset from any such amounts due Contractor any liquidated damages or other costs City has or will incur due to Contractor's nonperformance. Any such offset by City will not constitute a waiver of any other remedies City may have against Contractor for financial injury or otherwise. City may terminate this Contract for City's convenience and without cause at any time by giving Contractor thirty days' written notice of such termination. In the event of such termination, Contractor will be paid for those services performed, or deliveries made, pursuant to this contract, to the satisfaction of the City up to the date of termination. In no event will City be liable for costs incurred by Contractor after receipt of a notice of termination. Such nonrecoverable costs include, but are not limited to, anticipated profits on this contract, post-termination employee salaries, post-termination administrative expenses, or any other cost which is not reasonable or authorized under this section. This section shall not prevent

Contractor from recovering costs necessarily incurred in discontinuing further work, or canceling further deliveries, under the contract after receipt of the termination notice.

B. Terms Required by City Ordinances

12. **Minimum Compensation Ordinance ("MCO") -- Service Contracts only.** Chapter 12.P of the S.F. Admin. Code is incorporated herein by reference, and Contractor agrees to comply with the MCO in performing this contract. The text of the MCO is available on the Living Wage/Living Health Division website at <http://www.sfgov.org/oca/wlh.htm>. In addition to any other MCO provisions that may be applicable to Contractor, Contractor agrees to abide by the following terms:

(a) For each hour worked by a Covered Employee during a Pay Period on work funded under the City contract during the term of this contract, Contractor shall provide to the Covered Employee no less than the Minimum Compensation.

(b) Contractor understands and agrees that the failure to comply with the foregoing requirement of the MCO shall constitute a material breach by Contractor of the terms of this contract. The City, acting through its Contracting Department, shall determine whether such a breach has occurred.

(c) If, within 30 days after receiving written notice of a breach of this contract for violating the MCO Contractor fails to cure such breach or, if such breach cannot reasonably be cured within such period of 30 days, Contractor fails to commence efforts to cure within such period, or thereafter fails diligently to pursue such cure to completion, the City, acting through its Department of Purchasing, shall have the right to pursue any rights or remedies available under the terms of this contract, Chapter 12.P or other applicable law.

(d) Contractor shall not discharge, reduce in compensation, or otherwise discriminate against any employee for complaining to the City with regard to Contractor's compliance or anticipated compliance with the requirements of the MCO, for opposing any practice proscribed by the MCO, for participating in proceedings related to the MCO, or for seeking to assert or enforce any rights under the MCO by any lawful means.

(e) Contractor represents and warrants that it is not an entity that was set up, or is being used, for the purpose of evading the intent of the MCO.

(f) Contractor shall keep itself informed of the current requirements of the MCO, including increases to the hourly gross compensation due Covered Employees under the MCO, and shall provide prompt written notice to all Covered Employees of any increases in compensation, as well as any written communications received by the Contractor from the City, which communications are marked to indicate that they are to be distributed to Covered Employees.

(g) Contractor shall provide reports to the City in accordance with any reporting standards promulgated by the City under the MCO.

(h) The Contractor shall provide the City with access to pertinent records after receiving a written request from the City to do so and being provided at least five business days to respond.

(i) The City may conduct random audits of Contractor. Random audits shall be (i) noticed in advance in writing; (ii) limited to ascertaining whether Covered Employees are paid at least the minimum compensation required by the MCO; (iii) accomplished through an examination of pertinent records at a mutually agreed upon time and location within ten days of the written notice; and (iv) limited to one audit of Contractor every two years for the duration of this contract. Nothing in this contract is intended to preclude the City from investigating any report of an alleged violation of the requirements of this contract relating to the MCO.

(j) Any Contractor subject to the provisions of this Chapter shall promptly notify the City of any subcontractors performing services covered by this Chapter and shall certify to the City that it has notified the subcontractors of their obligations under this Chapter.

(k) Each Covered Employee is a third-party beneficiary with respect to the requirements of subsections (a) and (b) of this Section, and may pursue all lawful remedies in the event of a breach by Contractor of subsections (a) and (b).

(l) If Contractor is exempt from the MCO when this contract is executed because the cumulative amount of contracts with this department for the fiscal year is less than \$25,000 (\$50,000 for nonprofits), but Contractor later enters into a contract or contracts that cause contractor to exceed that amount in a fiscal year, Contractor shall thereafter be required to comply with the MCO under this contract. This obligation arises on the effective date of the contract that causes the cumulative amount of contracts between the Contractor and this department to exceed \$25,000 (\$50,000 for nonprofits) in the fiscal year.

13. **Health Care Accountability Ordinance (HCAO) -- Service contracts lasting 1 year or more only.** Chapter 12Q of the S.F. Admin. Code is incorporated herein by reference, and Contractor agrees to comply with the HCAO in performing this contract. The text of the HCAO is available on the Living Wage/Living Health Division website at <http://www.sfgov.org/oca/wlh.htm>. The following is a general description of Contractor's responsibilities for providing health coverage to covered employees. See Chapter 12Q for specific requirements, exemptions, other obligations, etc.

(a) For covered employees who live in San Francisco, or who provide covered services in San Francisco or at the S.F. Airport or at the San Bruno Jail, Contractor must do one of the following: (1) Offer health plan benefits that meet minimum standards set by the City; (2) Pay the City \$1.50 for each hour a covered employee works on this contract, not to exceed \$60 week; (3) Participate in a health benefits program developed by the City.

(b) For covered employees who do not live in San Francisco and who provide covered services outside of San Francisco, not at the S.F. Airport, and not at the San Bruno Jail, Contractor must do either of the following: (1) Offer health plan benefits that meet minimum

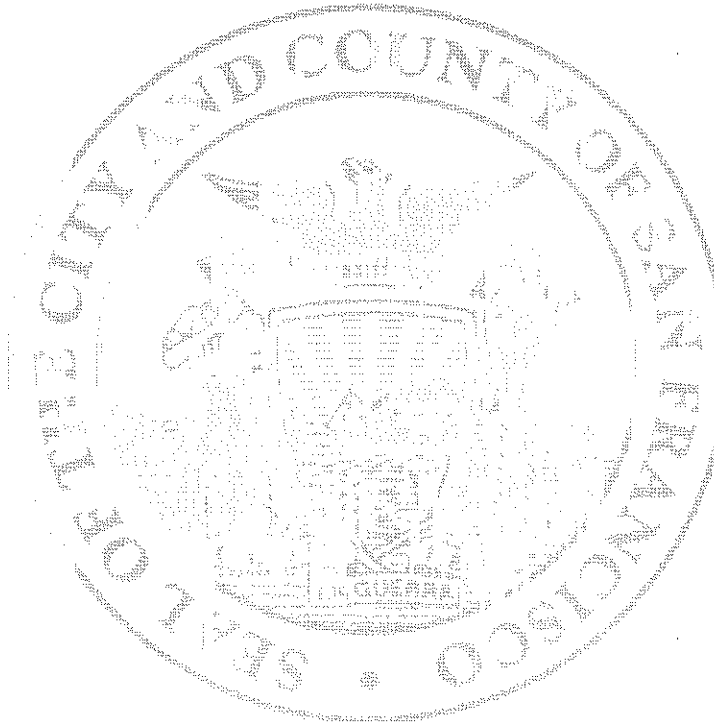


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COMMUNITY HEALTH SERVICES

PO NUMBER: DPHC11000429
PO AMOUNT: \$2,891,831.00

SFX INDEX	SUBOBJ	USERCODE	PROJCT	PRJDTL	GRANT	GRNTDTL	AMOUNT
01	HCHSHHOUSGGF	02799					2,659,411.00
02	HMHMPROP63	02799		PMHS63	1105		232,420.00

							2,891,831.00



standards set by the City; (2) Pay the covered employee \$1.50 for each hour a covered employee works on this contract, not to exceed \$60 per week.

14. Guaranteed Maximum Costs. (a) The City's obligation hereunder shall not at any time exceed the amount certified by the Controller for the purpose and period stated in such certification. (b) Except as may be provided by laws governing emergency procedures, officers and employees of the City are not authorized to request, and the City is not required to reimburse the Contractor for, Commodities or Services beyond the agreed upon contract scope unless the changed scope is authorized by amendment and approved as required by law. (c) Officers and employees of the City are not authorized to offer or promise, nor is the City required to honor, any offered or promised additional funding in excess of the maximum amount of funding for which the contract is certified without certification of the additional amount by the Controller. (d) The Controller is not authorized to make payments on any contract for which funds have not been certified as available in the budget or by supplemental appropriation.

15. 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 three times the amount of damages which the City sustains because of the false claim. A contractor, subcontractor or consultant who submits a false claim shall also be liable to the City for the costs, including attorneys' fees, of a civil action brought to recover any of those penalties or damages, and may be liable to the City for a civil penalty of up to \$10,000 for each false claim. 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.

16. Nondiscrimination; Penalties. (a) **Contractor Shall Not Discriminate.** In the performance of this contract, Contractor agrees not to discriminate on the basis of the fact or perception of a person's race, color, creed, religion, national origin, ancestry, age, sex, sexual orientation, gender identity, domestic partner status, marital status, disability or AIDS or HIV status (AIDS/HIV status) against any employee of, any City employee working with, or applicant for employment with Contractor, in any of Contractor's operations within the U.S., or against any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations operated by Contractor. (b) **Subcontracts.** Contractor shall incorporate by reference in all subcontracts the provisions of Sections 12B.2(a), 12B.2(c)-(k), and 12C.3 of the S.F. Admin. Code (copies of which are available from Purchasing) and shall require all subcontractors to comply with such provisions. Contractor's failure to comply with the obligations in this subsection shall constitute a material breach of this contract. (c) **Nondiscrimination in Benefits.** Contractor does not as of the date of this contract and will not during the term of this contract, in any of its operations in San Francisco, on real property owned by the City or where work is being performed for the City, discriminate in the provision of bereavement leave, family medical leave, health benefits, membership or membership discounts, moving expenses, pension and retirement benefits or travel benefits, and any benefits other than the benefits specified above, between employees with domestic partners and employees with spouses, or between the domestic partners and spouses of such employees, if the domestic partnership has been registered with a governmental entity pursuant to state or local law authorizing such registration, subject to conditions set forth in Admin. Code Sec.12B.2(b). (d) **Incorporation of Administrative Code Provisions by Reference.** The provisions of Chapters 12B and 12C of the Admin. Code are incorporated in this Section by reference and made a part of this contract as though fully set forth herein. Contractor shall comply fully with and be bound by all of the provisions that apply to this under such Chapters including but not limited to the remedies provided in such Chapters. Without limiting the foregoing, Contractor understands that pursuant to Sec. 12B.2(h) of the S.F. Admin. Code, a penalty of \$50 for each person for each calendar day during which such person was discriminated against in violation of the provisions of this contract may be assessed against Contractor and/or deducted from any payments due Contractor.

17. Minority/Women/Local Business Utilization; Liquidated Damages. a. **Compliance.** Contractor understands and agrees to comply fully with all provisions of Chapter 12D.A ("Minority/Women/Local Business Utilization Ordinance-IV") of the San Francisco Administrative Code and agrees to include this paragraph in all subcontracts made in fulfillment of the Contractor's obligations under this contract. Said provisions are incorporated herein by reference and made a part of this contract as though fully set forth. Contractor's willful failure to comply with Chapter 12D.A is a material breach of contract.

b. **Enforcement.** If Contractor willfully fails to comply with any of the provisions of Chapter 12D.A, the rules and regulations implementing Chapter 12D.A, or the provisions of this contract pertaining to MBE or WBE participation, Contractor shall be liable for liquidated damages in an amount equal to Contractor's net profit on this contract, or 10% of the total amount of this contract, or \$1,000, whichever is greatest. The Director of the City's Human Rights Commission (HRC) may also impose other sanctions against Contractor authorized in Chapter 12D.A, including declaring the Contractor to be irresponsible and ineligible to contract with the City for a period of up to five years or revocation of the Contractor's MBE or WBE certification. The Director of HRC will determine the sanctions to be imposed, including the amount of liquidated damages, after investigation pursuant to §12D.A.16(B).

By entering into this contract, Contractor acknowledges and agrees that any liquidated damages assessed by the Director of the HRC shall be payable to City upon demand. Contractor further acknowledges and agrees that any liquidated damages assessed may be withheld from any monies due to Contractor on any contract with City.

Contractor agrees to maintain records necessary for monitoring its compliance with Chapter 12D.A for a period of three years following termination of this contract, and shall make such records available for audit and inspection by HRC or the Controller upon request.

18. MacBride Principles-Northern Ireland. The City and County of San Francisco urges

companies doing business in Northern Ireland to move towards resolving employment inequities, and encourages such companies to abide by the MacBride Principles. The City urges San Francisco companies to do business with corporations that abide by the MacBride Principles.

19. Tropical Hardwoods and Virgin Redwood. The City urges contractors not to import, purchase, obtain, or use for any purpose, any tropical hardwood, tropical hardwood wood product, virgin redwood or virgin redwood wood product. If this order is for wood products, service involving wood products: (a) Chapter 8 of the S.F. Environment Code is incorporated herein and by reference made a part hereof as though fully set forth. (b) Except as expressly permitted by the application of Environment Code Secs. 802(b) and 803(b), Contractor shall not provide any items to the City in performance of this contract which are tropical hardwoods, tropical hardwood product, virgin redwood or virgin redwood product. Failure of Contractor to comply with any part of Chapter 8 of the Environment Code shall be deemed a material breach of contract.

20. Resource Conservation. Contractor agrees to comply fully with the San Francisco Environment Code, Chapter 5 ("Resource Conservation"), as amended from time to time. Said provisions are incorporated herein by reference and made a part of this contract as though fully set forth. Failure by Contractor to comply with any of the applicable requirements of Chapter 5 will be deemed a material breach of contract.

21. Earned Income Credit Forms. Administrative Code section 12O requires that employers provide their employees with IRS Form W-5 (The Earned Income Credit Advance Payment Certificate) and the IRS EIC Schedule, as set forth below. Employers can locate these forms at the IRS Office, on the Internet, or anywhere that Federal Tax Forms can be found.

(a) Contractor shall provide the EIC Forms to each Eligible Employee at each of the following times: (i) within thirty (30) days following the date on which the applicable contract or contract amendment becomes effective (unless Contractor has already provided such EIC Forms at least once during the calendar year in question); (ii) promptly after any Eligible Employee is hired by Contractor; and (iii) annually between January 1 and January 31 of each calendar year during the term of the contract.

(b) Failure to comply with the foregoing requirement shall constitute a material breach by Contractor of the terms of the contract.

(c) If within thirty (30) days after the Contractor receives written notice of such a breach, Contractor fails to cure such breach or, if such breach cannot reasonably be cured within such period of thirty (30) days, Contractor fails to commence efforts to cure within such period, or thereafter fails to diligently pursue such cure to completion, the City may pursue any rights or remedies available under the terms of the contract or under applicable law.

22. Sunshine Ordinance. Information bidders or Contractors provide City that is covered by Admin. Code Sec. 67.24 (e.g., bids, responses to RFPs, and all records of communications between City and persons or firms seeking contracts) will be made available to the public upon request. This applies to unsuccessful bidders as well as to entities who are awarded contracts.

23. Limitations on Contributions. Contractor acknowledges that it is familiar with section 1.126 of the City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with the City for the rendition of personal services or for the furnishing of any material, supplies or equipment to the City, whenever such transaction would require approval by a City elective officer or the board on which that City elective officer serves, from making any campaign contribution to the officer at any time from the commencement of negotiations of the contract until the later of either (1) the termination of negotiations for such contract or (2) three months after the date the contract is approved by the City elective officer or the board on which that City elective officer serves.

24. Prohibition on Political Activity with City Funds. In accordance with San Francisco Administrative Code Chapter 12.G, Contractor may not participate in, support, or attempt to influence any political campaign for a candidate or for a ballot measure (collectively, "Political Activity") in the performance of the services provided under this contract. Contractor agrees to comply with San Francisco Administrative Code Chapter 12.G and any implementing rules and regulations promulgated by the City's Controller. The terms and provisions of Chapter 12.G are incorporated herein by this reference. In the event Contractor violates the provisions of this section, the City may, in addition to any other rights or remedies available hereunder, (i) terminate this contract, and (ii) prohibit Contractor from bidding on or receiving any new City contract for a period of two (2) years. The Controller will not consider Contractor's use of profit as a violation of this section.

25. Preservative-Treated Wood Containing Arsenic. Contractor may not purchase preservative-treated wood products containing arsenic in the performance of this Contract unless an exemption from the requirements of Chapter 13 of the San Francisco Environment Code is obtained from the Department of the Environment under Section 1304 of the Code. The term "preservative-treated wood containing arsenic" shall mean wood treated with a preservative that contains arsenic, elemental arsenic, or an arsenic copper combination, including, but not limited to, chromated copper arsenate preservative, ammoniacal copper zinc arsenate preservative, or ammoniacal copper arsenate preservative. Contractor may purchase preservative-treated wood products on the list of environmentally preferable alternatives prepared and adopted by the Department of the Environment. This provision does not preclude Contractor from purchasing preservative-treated wood containing arsenic for saltwater immersion. The term "saltwater immersion" shall mean a pressure-treated wood that is used for construction purposes or facilities that are partially or totally immersed in saltwater.

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

ADPICS/FAMIS - FY 10/11
 CITY/COUNTY OF SAN FRANCISCO
 CONTRACT PURCHASE ORDER INPUT FORM

CITY/ COUNTY OF SAN FRANCISCO INTERNAL USE ONLY -- Please Type or Print

Original
 Modification-Increase
 -Decrease
 Date Change Only

DOCUMENT NUMBER
BPHC 09000067
DPHC 1000126

DEPARTMENT Population Health and Prevention
 DEPARTMENT CONTRACT NO. HP11-06380-HU
 DATE 7/21/2010 PAGE 1 OF 1

Complete for Contract Order type Agreements and Contracts
 AMOUNT OF THIS ENCUMBRANCE **\$2,946,876** TOTAL APPROVED CONTRACT **\$17,371,813**

OTHER DEPARTMENT INFORMATION OR NUMBERS ACE # n/a
 CIVIL SERVICE REGULATION NO.: PSC# 2000-03/04

CONTRACTOR: TIDES CENTER
 ADDRESS: The Presidio, P.O. Box 29907, San Francisco CA 94129
 VENDOR NO. 41576
 FENISSN No 94-3213100
 PHONE #: (415) 561-6300
 DELIVER TO: Same

ORIGINAL CONTRACT NUMBER BPHC09000067
 DPHC09000197
 DPHC10000143
 PERIOD COVERED FROM 7/1/2008 TO 6/30/2013

SEND INVOICES IN DUPLICATE TO:
 Housing & Urban Health
 101 Grove Street, Rm 323
 San Francisco, CA 94102

TERMS OF PAYMENT Monthly
 RETAINAGE REQUIRED? No
 IF YES, AMOUNT OR %

INSURANCE EXPIRATION
 REQUIRED AMOUNT DATE ATTACH

COMMODITY OR SERVICE CODE #	DETAILED DESCRIPTION OF SERVICES AND PRODUCTS	
7400 -10	Providing DAH & DISH Property Management services. Encumbrance for the period of 7/01/10 - 6/30/11.	
X	PROFSERV-BID	
	PROFSERV-NOS	
	PROFSERV-10K	
FY 08/09	DPHC09000197	\$2,915,716 Appendix A1 GF (7/01/08 - 6/30/09)
FY 08/09	DPHC09000197	\$201,465 Appendix A1 HUD (7/01/08 - 6/30/09)
FY 08/09	DPHC09000197	\$238,350 Appendix A1 AB2034 (7/01/08 - 6/30/09)
FY 08/09	DPHC09000197	\$55,045 Appendix A1 FQHC (7/01/08 - 6/30/09)
FY 09/10	DPHC10000143	\$2,755,696 Appendix A1 GF (7/01/09 - 6/30/10)
FY 09/10	DPHC10000143	\$139,841 Appendix A1 GF Proj (7/01/09 - 6/30/10)
FY 09/10	DPHC10000143	\$201,465 Appendix A1 HUD (7/01/09 - 6/30/10)
FY 09/10	DPHC10000143	\$238,350 Appendix A1 MHSA/Prop 63 (7/01/09 - 6/30/10)
FY 09/10	DPHC10000143	\$55,045 Appendix A1 FQHC (7/01/09 - 6/30/10)
FY 10/11	HP11-06380-HU	\$2,659,411 Appendix A1 GF (7/01/10 - 6/30/11)
FY 10/11	HP11-06380-HU	\$232,420 Appendix A1 HSA/Prop 63 (7/01/10 - 6/30/11)
FY 10/11	HP11-06380-HU	\$55,045 Appendix A1 FQHC-GF (7/01/10 - 6/30/11)
FY 10/11	HP11-06380-HU	\$199,207 Appendix A1 HUD (9/01/10 - 6/30/11)
FY 11/12	To be encumbered	\$2,659,411 Appendix A1 GF (7/01/10 - 6/30/11)
FY 11/12	To be encumbered	\$232,420 Appendix A1 HSA/Prop 63 (7/01/10 - 6/30/11)
FY 11/12	To be encumbered	\$55,045 Appendix A1 FQHC-GF (7/01/10 - 6/30/11)
FY 11/12	To be encumbered	\$199,207 Appendix A1 HUD (9/01/10 - 6/30/11)
FY 12/13	To be encumbered	\$2,659,411 Appendix A1 GF (7/01/10 - 6/30/11)
FY 12/13	To be encumbered	\$232,420 Appendix A1 HSA/Prop 63 (7/01/10 - 6/30/11)
FY 12/13	To be encumbered	\$55,045 Appendix A1 FQHC-GF (7/01/10 - 6/30/11)
FY 12/13	To be encumbered	\$199,207 Appendix A1 HUD (9/01/10 - 6/30/11)
Total Contractual Amount		\$16,239,222
		\$1,132,591 (Contingency Funding)
Total Approved Amount		\$17,371,813

WORKER'S COMP	AMOUNT	EXPIRATION DATE	ATTACH
WORKER'S COMP	\$1,000,000	1/1/2011	<input checked="" type="checkbox"/>
COMP. GEN. LIABILITY	\$1,000,000	1/31/2011	<input checked="" type="checkbox"/>
AUTOMOBILE			
UMBRELLA			<input type="checkbox"/>
PROFESSIONAL LIABILITY			<input type="checkbox"/>
OTHER INSURANCE-			<input checked="" type="checkbox"/>

ATTACHMENTS - Please identify by title or description
 Agreement/Modification
 [Handwritten notes and stamps]

SYSTEM USE

PREPARED BY (Print) Nancy Foote
 Phone # 554-9005 Fax # 431-1100

APPROVALS
 MATERIALS, SUPPLIES, & SERVICES - PURCHASER
 REAL PROPERTY LEASES & RENT - DIRECTOR OF PROPERTY
 CONTROLLER

APPROVED BY (Signature)
 (Print Name)

BOARD OR COMMISSION
 REAL PROPERTY LEASES & RENT - DIRECTOR OF PROPERTY
 CONTROLLER

Line No.	Document Number		Amount	Index Code	Sub-Object	User Code	Project		Grant		ADDENDUM ATTACHED <input type="checkbox"/>	
	Number	Suffix					Project	Project Detail	Grant	Grant Detail		
			\$2,659,411	GF	HCHSHHOUSGGF	02789	HCEX01c	EAS 07/22/2010		N/A	N/A	Nos. of Pages
			\$232,420	MHSA	HMHMPROP63	02789	HCEX01a	NW 7/26/10		PMHS63	1105	
			\$55,045	FQHC-GF	HCHAPURBNCLN	02789	HCEX01			N/A	N/A	

2010 JUL 26 AM 3:15

RECEIVED
SFPD PHFISCAL
(Contracts)

**City and County of San Francisco
Office of Contract Administration
Purchasing Division**

FIRST Amendment

This AMENDMENT (this "Amendment") is made as of July 1, 2010, in San Francisco, California, by and between **TIDES CENTER** ("Contractor"), and the City and County of San Francisco, a municipal corporation ("City"), acting by and through its Director of the Office of Contract Administration.

RECITALS

WHEREAS, City and Contractor have entered into the Agreement (as defined below); and
WHEREAS, City and Contractor desire to modify the Agreement on the terms and conditions set forth herein to increase the contract term and compensation in order to continue to provide Property Management Services at the Direct Acces to Housing Sites;

WHEREAS, approval for this Amendment was obtained when the Civil Service Commission approved Contract Number 2000-03/04, on February 17,2004;

NOW THEREFORE, Contractor 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 , (BPHC09000067/DPHC09000197), between Contractor and City.

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. **Delete Sections 1 through 62 of the Original Agreement and substitute the following:**

1. ***Certification of Funds; Budget and Fiscal Provisions; Termination in the Event of Non-Appropriation.***

This Agreement is subject to the budget and fiscal provisions of the City's Charter. Charges will accrue only after prior written authorization certified by the Controller, and the amount of City's obligation hereunder shall not at any time exceed the amount certified for the purpose and period stated in such advance authorization. This Agreement will terminate without penalty, liability or expense of any kind to City at the end of any fiscal year if funds are not appropriated for the next succeeding fiscal year. If funds are appropriated for a portion of the fiscal year, this Agreement will terminate, without penalty, liability or expense of any kind at the end of the term for which funds are appropriated. City has no obligation to make appropriations for this Agreement in lieu of appropriations for new or other agreements. City budget decisions are subject to the discretion of the Mayor and the Board of Supervisors. Contractor's assumption of risk of possible non-appropriation is part of the consideration for this Agreement.

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

2. Term of the Agreement.

Subject to Section 1, the term of this Agreement shall be from July 1, 2008 to June 30, 2013.

The City shall have the sole discretion to exercise the following options to extend the Agreement term:

- Option 1: 07/01/2008 – 06/30/2010 Exercised
- Option 2: 07/01/2010 – 06/30/2013 Exercised
- Option 3: 07/01/2013 – 06/30/2014
- Option 4: 07/01/2014 – 06/30/2015
- Option 5: 07/01/2015 – 06/30/2016
- Option 6: 07/01/2016 – 06/30/2017
- Option 7: 07/01/2017 – 06/30/2018

3. Effective Date of Agreement.

This Agreement shall become effective when the Controller has certified to the availability of funds and Contractor has been notified in writing.

4. Services Contractor Agrees to Perform.

The Contractor agrees to perform the services provided for in Appendix A, "Description of Services," attached hereto and incorporated by reference as though fully set forth herein.

5. Compensation.

Compensation shall be made in monthly payments on or before the 30th day of each month for work, as set forth in Section 4 of this Agreement, that the Director of the Public Health Department, in his or her sole discretion, concludes has been performed as of the last day of the immediately preceding month. In no event shall the amount of this Agreement exceed Seventeen Million Three Hundred Seventy-One Thousand Eight Hundred Thirteen DOLLARS (\$17,371,813). The breakdown of costs associated with this Agreement appears in Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein. No charges shall be incurred under this Agreement nor shall any payments become due to Contractor until reports, services, or both, required under this Agreement are received from Contractor and approved by Department of Public Health as being in accordance with this Agreement. City may withhold payment to Contractor in any instance in which Contractor has failed or refused to satisfy any material obligation provided for under this Agreement.

In no event shall City be liable for interest or late charges for any late payments.

6. Guaranteed Maximum Costs.

The City's obligation hereunder shall not at any time exceed the amount certified by the Controller for the purpose and period stated in such certification. Except as may be provided by laws governing emergency procedures, officers and employees of the City are not authorized to request, and the City is not required to reimburse the Contractor for, Commodities or Services beyond the agreed upon contract scope unless the changed scope is authorized by amendment and approved as required by law. Officers and employees of the City are not authorized to offer or promise, nor is the City required to honor, any offered or promised additional funding in excess of the maximum amount of funding for which the contract is certified without certification of the additional amount by the Controller. The Controller is not authorized to make payments on any contract for which funds have not been certified as available in the budget or by supplemental appropriation.

7. ***Payment; Invoice Format.***

Invoices furnished by Contractor under this Agreement must be in a form acceptable to the Controller, and must include a unique invoice number and must conform to Appendix F. All amounts paid by City to Contractor shall be subject to audit by City. Payment shall be made by City to Contractor at the address specified in the section entitled "Notices to the Parties."

8. ***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.

9. ***Left blank by agreement of the parties. (Disallowance)***

10. ***Taxes.***

Payment of any taxes, including possessory interest taxes and California sales and use taxes, levied upon or as a result of this Agreement, or the services delivered pursuant hereto, shall be the obligation of Contractor. Contractor recognizes and understands that this Agreement may create a "possessory interest" for property tax purposes. Generally, such a possessory interest is not created unless the Agreement entitles the Contractor to possession, occupancy, or use of City property for private gain. If such a possessory interest is created, then the following shall apply:

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

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

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

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

11. *Payment Does Not Imply Acceptance of Work.*

The granting of any payment by City, or the receipt thereof by Contractor, shall in no way lessen the liability of Contractor to replace unsatisfactory work, equipment, or materials, although the unsatisfactory character of such work, equipment or materials may not have been apparent or detected at the time such payment was made. Materials, equipment, components, or workmanship that do not conform to the requirements of this Agreement may be rejected by City and in such case must be replaced by Contractor without delay.

12. *Qualified Personnel.*

Work under this Agreement shall be performed only by competent personnel under the supervision of and in the employment of Contractor. Contractor will comply with City's reasonable requests regarding assignment of personnel, but all personnel, including those assigned at City's request, must be supervised by Contractor. Contractor shall commit adequate resources to complete the project within the project schedule specified in this Agreement.

13. *Responsibility for Equipment.*

City shall not be responsible for any damage to persons or property as a result of the use, misuse or failure of any equipment used by Contractor, or by any of its employees, even though such equipment be furnished, rented or loaned to Contractor by City.

14. *Independent Contractor; Payment of Taxes and Other Expenses*

a. *Independent Contractor.* Contractor or any agent or employee of Contractor shall be deemed at all times to be an independent contractor and is wholly responsible for the manner in which it performs the services and work requested by City under this Agreement. Contractor or any agent or employee of Contractor shall not have employee status with City, nor be entitled to participate in any plans, arrangements, or distributions by City pertaining to or in connection with any retirement, health or other benefits that City may offer its employees. Contractor or any agent or employee of Contractor is liable for the acts and omissions of itself, its employees and its agents. Contractor shall be responsible for all obligations and payments, whether imposed by federal, state or local law, including, but not limited to, FICA, income tax withholdings, unemployment compensation, insurance, and other similar responsibilities related to Contractor's performing services and work, or any agent or employee of Contractor providing same. Nothing in this Agreement shall be construed as creating an employment or agency relationship between City and Contractor or any agent or employee of Contractor. Any terms in this Agreement referring to direction from City shall be construed as providing for direction as to policy and the result of Contractor's work only, and not as to the means by which such a result is obtained. City does not retain the right to control the means or the method by which Contractor performs work under this Agreement.

b. *Payment of Taxes and Other Expenses.* Should City, in its discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Division, or both, determine that Contractor is an employee for purposes of collection of any employment taxes, the amounts payable under this Agreement shall be reduced by amounts equal to both the employee and employer portions of the tax due (and offsetting any credits for amounts already paid by Contractor which can be applied against this liability). City shall then forward those amounts to the relevant taxing authority. Should a relevant taxing authority determine a liability for past services performed by

Contractor for City, upon notification of such fact by City, Contractor shall promptly remit such amount due or arrange with City to have the amount due withheld from future payments to Contractor under this Agreement (again, offsetting any amounts already paid by Contractor which can be applied as a credit against such liability). A determination of employment status pursuant to the preceding two paragraphs shall be solely for the purposes of the particular tax in question, and for all other purposes of this Agreement, Contractor shall not be considered an employee of City. Notwithstanding the foregoing, should any court, arbitrator, or administrative authority determine that Contractor is an employee for any other purpose, then Contractor agrees to a reduction in City's financial liability so that City's total expenses under this Agreement are not greater than they would have been had the court, arbitrator, or administrative authority determined that Contractor was not an employee.

15. Insurance

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

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

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

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

b. Commercial General Liability and Commercial Automobile Liability Insurance policies must be endorsed to provide the following:

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

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

c. Regarding Workers' Compensation, Contractor hereby agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agents and subcontractors.

d. All policies shall provide thirty (30) days' advance written notice to City of reduction or nonrenewal of coverages or cancellation of coverages for any reason. Notices shall be sent to the City address in the "Notices to the Parties" section:

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

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

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

h. Before commencing any operations under this Agreement, Contractor shall furnish to City certificates of insurance and additional insured policy endorsements with insurers with ratings comparable to A-, VIII or higher, that are authorized to do business in the State of California, and that are satisfactory to City, in form evidencing all coverages set forth above. Failure to maintain insurance shall constitute a material breach of this Agreement.

i. Approval of the insurance by City shall not relieve or decrease the liability of Contractor hereunder.

j. If a subcontractor will be used to complete any portion of this agreement, the Contractor shall ensure that the subcontractor shall provide all necessary insurance and shall name the City and County of San Francisco, its officers, agents and employees and the Contractor listed as additional insureds.

16. Indemnification

Contractor shall indemnify and save harmless City and its officers, agents and employees from, and, if requested, shall defend them against any and all loss, cost, damage, injury, liability, and claims thereof for injury to or death of a person, including employees of Contractor or loss of or damage to property, arising directly or indirectly from Contractor's performance of this Agreement, including, but not limited to, Contractor's use of facilities or equipment provided by City or others, regardless of the negligence of, and regardless of whether liability without fault is imposed or sought to be imposed on City, except to the extent that such indemnity is void or otherwise unenforceable under applicable law in effect on or validly retroactive to the date of this Agreement, and except where such loss, damage, injury, liability or claim is the result of the active negligence or willful misconduct of City and is not contributed to by any act of, or by any omission to perform some duty imposed by law or agreement on Contractor, its subcontractors or either's agent or employee. The foregoing indemnity shall include, without limitation, reasonable fees of attorneys, consultants and experts and related costs and City's costs of investigating any claims against the City. In addition to Contractor's obligation to indemnify City, Contractor specifically acknowledges and agrees that it has an immediate and independent obligation to defend City from any claim which actually or potentially falls within this indemnification provision, even if the allegations are or may be groundless, false or fraudulent, which obligation arises at the time such claim is tendered to Contractor by City and continues at all times thereafter. Contractor shall indemnify and hold City harmless from all loss and liability, including attorneys' fees, court costs and all other litigation expenses for any infringement of the patent rights, copyright, trade secret or any other proprietary right or trademark, and all other intellectual property claims of any person or persons in consequence of the use by City, or any of its officers or agents, of articles or services to be supplied in the performance of this Agreement.

17. Incidental and Consequential Damages.

Contractor shall be responsible for incidental and consequential damages resulting in whole or in part from Contractor's acts or omissions. Nothing in this Agreement shall constitute a waiver or limitation of any rights that City may have under applicable law.

18. Liability of City.

CITY'S PAYMENT OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO THE PAYMENT OF THE COMPENSATION PROVIDED FOR IN SECTION 5 OF THIS AGREEMENT. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, IN NO EVENT SHALL CITY BE LIABLE, REGARDLESS OF WHETHER ANY CLAIM IS BASED ON CONTRACT OR TORT, FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES PERFORMED IN CONNECTION WITH THIS AGREEMENT.

19. Left blank by agreement of the parties. (Liquidated damages)

20. Default; Remedies

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

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

- | | |
|---|---------------------------------------|
| 8. Submitting false claims | 37. Drug-free workplace policy, |
| 10. Taxes | 53. Compliance with laws |
| 15. Insurance | 55. Supervision of minors |
| 24. Proprietary or confidential information of City | 57. Protection of private information |
| 30. Assignment | 58. Graffiti removal |
- And, item 1 of Appendix D attached to this Agreement

(2) Contractor fails or refuses to perform or observe any other term, covenant or condition contained in this Agreement, and such default continues for a period of ten days after written notice thereof from City to Contractor.

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

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

b. On and after any Event of Default, City shall have the right to exercise its legal and equitable remedies, including, without limitation, the right to terminate this Agreement or to seek specific performance of all or any part of this Agreement. In addition, City shall have the right (but no obligation) to cure (or cause to be cured) on behalf of Contractor any Event of Default; Contractor shall pay to City on demand all costs and expenses incurred by City in effecting such cure, with interest thereon from the date of incurrence at the maximum rate then permitted by law. City shall have the right to offset from any amounts due to Contractor under this Agreement or any other agreement between City and Contractor all damages, losses, costs or expenses incurred by City as a result of such Event of Default and any liquidated damages due from Contractor pursuant to the terms of this Agreement or any other agreement.

c. All remedies provided for in this Agreement may be exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules and regulations. The exercise of any remedy shall not preclude or in any way be deemed to waive any other remedy.

21. Termination for Convenience

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

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

- (1) Halting the performance of all services and other work under this Agreement on the date(s) and in the manner specified by City.
- (2) Not placing any further orders or subcontracts for materials, services, equipment or other items.
- (3) Terminating all existing orders and subcontracts.
- (4) At City's direction, assigning to City any or all of Contractor's right, title, and interest under the orders and subcontracts terminated. Upon such assignment, City shall have the right, in its sole discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.
- (5) Subject to City's approval, settling all outstanding liabilities and all claims arising out of the termination of orders and subcontracts.
- (6) Completing performance of any services or work that City designates to be completed prior to the date of termination specified by City.
- (7) Taking such action as may be necessary, or as the City may direct, for the protection and preservation of any property related to this Agreement which is in the possession of Contractor and in which City has or may acquire an interest.

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

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

(2) A reasonable allowance for profit on the cost of the services and other work described in the immediately preceding subsection (1), provided that Contractor can establish, to the satisfaction of City, that Contractor would have made a profit had all services and other work under this Agreement been completed, and provided further, that the profit allowed shall in no event exceed 5% of such cost.

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

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

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

e. In arriving at the amount due to Contractor under this Section, City may deduct: (1) all payments previously made by City for work or other services covered by Contractor's final invoice; (2) any claim which City may have against Contractor in connection with this Agreement; (3) any invoiced costs or expenses excluded pursuant to the immediately preceding subsection (d); and (4) in instances in which, in the opinion of the City, the cost of any service or other work performed under this Agreement is excessively high due to costs incurred to remedy or replace defective or rejected services or other work, the difference between the invoiced amount and City's estimate of the reasonable cost of performing the invoiced services or other work in compliance with the requirements of this Agreement.

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

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

This Section and the following Sections of this Agreement shall survive termination or expiration of this Agreement:

- | | |
|---|---|
| 8. Submitting false claims | 26. Ownership of Results |
| 9. Disallowance | 27. Works for Hire |
| 10. Taxes | 28. Audit and Inspection of Records |
| 11. Payment does not imply acceptance of work | 48. Modification of Agreement. |
| 13. Responsibility for equipment | 49. Administrative Remedy for Agreement Interpretation. |
| 14. Independent Contractor; Payment of Taxes and Other Expenses | 50. Agreement Made in California; Venue |
| 15. Insurance | 51. Construction |

16. Indemnification

17. Incidental and Consequential Damages

18. Liability of City

24. Proprietary or confidential information of City

52. Entire Agreement

56. Severability

57. Protection of private information
And, item 1 of Appendix D attached to this Agreement.

Subject to the immediately preceding subsection sentence, upon termination of this Agreement prior to expiration of the term specified in Section 2, this Agreement shall terminate and be of no further force or effect. Contractor shall transfer title to City, and deliver in the manner, at the times, and to the extent, if any, directed by City, any work in progress, completed work, supplies, equipment, and other materials produced as a part of, or acquired in connection with the performance of this Agreement, and any completed or partially completed work which, if this Agreement had been completed, would have been required to be furnished to City. This subsection shall survive termination of this Agreement.

23. Conflict of Interest.

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

24. Proprietary or Confidential Information of City

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

b. Contractor shall maintain the usual and customary records for persons receiving Services under this Agreement. Contractor agrees that all private or confidential information concerning persons receiving Services under this Agreement, whether disclosed by the City or by the individuals themselves, shall be held in the strictest confidence, shall be used only in performance of this Agreement, and shall be disclosed to third parties only as authorized by law. Contractor understands and agrees that this duty of care shall extend to confidential information contained or conveyed in any form, including but not limited to documents, files, patient or client records, facsimiles, recordings, telephone calls, telephone answering machines, voice mail or other telephone voice recording systems, computer files, e-mail or other computer network communications, and computer backup files, including disks and hard copies. The City reserves the right to terminate this Agreement for default if Contractor violates the terms of this section.

c. Contractor shall maintain its books and records in accordance with the generally accepted standards for such books and records for five years after the end of the fiscal year in which Services are furnished under this Agreement. Such access shall include making the books, documents and records available for inspection, examination or copying by the City, the California Department of Health Services or the U.S. Department of Health and Human Services and the Attorney General of the United States at all reasonable times at the Contractor's place of business or at such other mutually agreeable location in California. This provision shall also apply to any subcontract under this Agreement and to any contract between a subcontractor and related organizations of the subcontractor, and to their books,

documents and records. The City acknowledges its duties and responsibilities regarding such records under such statutes and regulations.

d. The City owns all records of persons receiving Services and all fiscal records funded by this Agreement if Contractor goes out of business. Contractor shall immediately transfer possession of all these records if Contractor goes out of business. If this Agreement is terminated by either party, or expires, records shall be submitted to the City upon request.

e. All of the reports, information, and other materials prepared or assembled by Contractor under this Agreement shall be submitted to the Department of Public Health Contract Administrator and shall not be divulged by Contractor to any other person or entity without the prior written permission of the Contract Administrator listed in Appendix A.

25. *Notices to the Parties.*

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

To City: Department of Public Health
AIDS Office Contracts Unit
25 Van Ness Avenue, Suite 500
San Francisco, California 94102
FAX: (415) 431-1100
e-mail: nancy.foote@sfdph.org

and: Marc Trotz
Contract Administrator
San Francisco Department of Public Health
101 Grove
San Francisco, CA 94102
FAX: (415) 554-2658
e-mail: marc.trotz@sfdph.org

To Contractor: **TIDES CENTER**
For Notices: **The Presidio , P.O. Box 29907**
San Francisco, CA 94129-0907
FAX: (415) 561-6401
e-mail: cdartis@tides.org

For Payments: Same as For Notices

Any notice of default must be sent by registered mail.

26. *Ownership of Results.*

Any interest of Contractor or its Subcontractors, in drawings, plans, specifications, blueprints, studies, reports, memoranda, computation sheets, computer files and media or other documents prepared by Contractor or its subcontractors in connection with services to be performed under this Agreement, shall become the property of and will be transmitted to City. However, Contractor may retain and use copies for reference and as documentation of its experience and capabilities.

27. *Works for Hire.*

If, in connection with services performed under this Agreement, Contractor or its subcontractors create artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, blueprints, source codes or any other original works of authorship, such works of authorship shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in such works are the property of the City. If it is ever determined that any works created by Contractor or its subcontractors under this Agreement are not works for hire under U.S. law, Contractor hereby assigns all copyrights to such works to the City, and agrees to provide any material and execute

any documents necessary to effectuate such assignment. With the approval of the City, Contractor may retain and use copies of such works for reference and as documentation of its experience and capabilities.

28. *Audit and Inspection of Records*

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

b. Contractor shall annually have its books of accounts audited by a Certified Public Accountant and a copy of said audit report and the associated management letter(s) shall be transmitted to the Director of Public Health or his /her designee within one hundred eighty (180) calendar days following Contractor's fiscal year end date. If Contractor expends \$500,000 or more in Federal funding per year, from any and all Federal awards, said audit shall be conducted in accordance with OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations. Said requirements can be found at the following website address: <http://www.whitehouse.gov/omb/circulars/a133/a133.html>. If Contractor expends less than \$500,000 a year in Federal awards, Contractor is exempt from the single audit requirements for that year, but records must be available for review or audit by appropriate officials of the Federal Agency, pass-through entity and General Accounting Office. Contractor agrees to reimburse the City any cost adjustments necessitated by this audit report. Any audit report which addresses all or part of the period covered by this Agreement shall treat the service components identified in the detailed descriptions attached to Appendix A and referred to in the Program Budgets of Appendix B as discrete program entities of the Contractor.

29. *Subcontracting.*

Contractor is prohibited from subcontracting this Agreement or any part of it unless such subcontracting is first approved by City in writing. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. An agreement made in violation of this provision shall confer no rights on any party and shall be null and void.

30. *Assignment.*

The services to be performed by Contractor are personal in character and neither this Agreement nor any duties or obligations hereunder may be assigned or delegated by the Contractor unless first approved by City by written instrument executed and approved in the same manner as this Agreement.

31. *Non-Waiver of Rights.*

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

32. *Earned Income Credit (EIC) Forms.*

Administrative Code section 120 requires that employers provide their employees with IRS Form W-5 (The Earned Income Credit Advance Payment Certificate) and the IRS EIC Schedule, as set forth below. Employers can locate these forms at the IRS Office, on the Internet, or anywhere that Federal Tax Forms

can be found. Contractor shall provide EIC Forms to each Eligible Employee at each of the following times: (i) within thirty days following the date on which this Agreement becomes effective (unless Contractor has already provided such EIC Forms at least once during the calendar year in which such effective date falls); (ii) promptly after any Eligible Employee is hired by Contractor; and (iii) annually between January 1 and January 31 of each calendar year during the term of this Agreement. Failure to comply with any requirement contained in subparagraph (a) of this Section shall constitute a material breach by Contractor of the terms of this Agreement. If, within thirty days after Contractor receives written notice of such a breach, Contractor fails to cure such breach or, if such breach cannot reasonably be cured within such period of thirty days, Contractor fails to commence efforts to cure within such period or thereafter fails to diligently pursue such cure to completion, the City may pursue any rights or remedies available under this Agreement or under applicable law. Any Subcontract entered into by Contractor shall require the subcontractor to comply, as to the subcontractor's Eligible Employees, with each of the terms of this section. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Section 12O of the San Francisco Administrative Code.

33. Local Business Enterprise Utilization; Liquidated Damages

a. The LBE Ordinance. Contractor, shall comply with all the requirements of the Local Business Enterprise and Non-Discrimination in Contracting Ordinance set forth in Chapter 14B of the San Francisco Administrative Code as it now exists or as it may be amended in the future (collectively the "LBE Ordinance"), provided such amendments do not materially increase Contractor's obligations or liabilities, or materially diminish Contractor's rights, under this Agreement. Such provisions of the LBE Ordinance are incorporated by reference and made a part of this Agreement as though fully set forth in this section. Contractor's willful failure to comply with any applicable provisions of the LBE Ordinance is a material breach of Contractor's obligations under this Agreement and shall entitle City, subject to any applicable notice and cure provisions set forth in this Agreement, to exercise any of the remedies provided for under this Agreement, under the LBE Ordinance or otherwise available at law or in equity, which remedies shall be cumulative unless this Agreement expressly provides that any remedy is exclusive. In addition, Contractor shall comply fully with all other applicable local, state and federal laws prohibiting discrimination and requiring equal opportunity in contracting, including subcontracting.

b. Compliance and Enforcement. If Contractor willfully fails to comply with any of the provisions of the LBE Ordinance, the rules and regulations implementing the LBE Ordinance, or the provisions of this Agreement pertaining to LBE participation, Contractor shall be liable for liquidated damages in an amount equal to Contractor's net profit on this Agreement, or 10% of the total amount of this Agreement, or \$1,000, whichever is greatest. The Director of the City's Human Rights Commission or any other public official authorized to enforce the LBE Ordinance (separately and collectively, the "Director of HRC") may also impose other sanctions against Contractor authorized in the LBE Ordinance, including declaring the Contractor to be irresponsible and ineligible to contract with the City for a period of up to five years or revocation of the Contractor's LBE certification. The Director of HRC will determine the sanctions to be imposed, including the amount of liquidated damages, after investigation pursuant to Administrative Code §14B.17.

By entering into this Agreement, Contractor acknowledges and agrees that any liquidated damages assessed by the Director of the HRC shall be payable to City upon demand. Contractor further acknowledges and agrees that any liquidated damages assessed may be withheld from any monies due to Contractor on any contract with City.

Contractor agrees to maintain records necessary for monitoring its compliance with the LBE Ordinance for a period of three years following termination or expiration of this Agreement, and shall make such records available for audit and inspection by the Director of HRC or the Controller upon request.

34. *Nondiscrimination; Penalties*

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

b. **Subcontracts.** Contractor shall incorporate by reference in all subcontracts the provisions of §§12B.2(a), 12B.2(c)-(k), and 12C.3 of the San Francisco Administrative Code (copies of which are available from Purchasing) and shall require all subcontractors to comply with such provisions. Contractor's failure to comply with the obligations in this subsection shall constitute a material breach of this Agreement.

c. **Nondiscrimination in Benefits.** Contractor does not as of the date of this Agreement and will not during the term of this Agreement, in any of its operations in San Francisco, on real property owned by San Francisco, or where work is being performed for the City elsewhere in the United States, discriminate in the provision of bereavement leave, family medical leave, health benefits, membership or membership discounts, moving expenses, pension and retirement benefits or travel benefits, as well as any benefits other than the benefits specified above, between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of such employees, where the domestic partnership has been registered with a governmental entity pursuant to state or local law authorizing such registration, subject to the conditions set forth in §12B.2(b) of the San Francisco Administrative Code.

d. **Condition to Contract.** As a condition to this Agreement, Contractor shall execute the "Chapter 12B Declaration: Nondiscrimination in Contracts and Benefits" form (form HRC-12B-101) with supporting documentation and secure the approval of the form by the San Francisco Human Rights Commission.

e. **Incorporation of Administrative Code Provisions by Reference.** The provisions of Chapters 12B and 12C of the San Francisco Administrative Code are incorporated in this Section by reference and made a part of this Agreement as though fully set forth herein. Contractor shall comply fully with and be bound by all of the provisions that apply to this Agreement under such Chapters, including but not limited to the remedies provided in such Chapters. Without limiting the foregoing, Contractor understands that pursuant to §§12B.2(h) and 12C.3(g) of the San Francisco Administrative Code, a penalty of \$50 for each person for each calendar day during which such person was discriminated against in violation of the provisions of this Agreement may be assessed against Contractor and/or deducted from any payments due Contractor.

35. *MacBride Principles—Northern Ireland.*

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

36. Tropical Hardwood and Virgin Redwood Ban.

Pursuant to §804(b) of the San Francisco Environment Code, the City and County of San Francisco urges contractors not to import, purchase, obtain, or use for any purpose, any tropical hardwood, tropical hardwood wood product, virgin redwood or virgin redwood wood product.

37. Drug-Free Workplace Policy.

Contractor acknowledges that pursuant to the Federal Drug-Free Workplace Act of 1989, the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited on City premises. Contractor agrees that any violation of this prohibition by Contractor, its employees, agents or assigns will be deemed a material breach of this Agreement.

38. Resource Conservation.

Chapter 5 of the San Francisco Environment Code ("Resource Conservation") is incorporated herein by reference. Failure by Contractor to comply with any of the applicable requirements of Chapter 5 will be deemed a material breach of contract.

39. Compliance with Americans with Disabilities Act.

Contractor acknowledges that, pursuant to the Americans with Disabilities Act (ADA), programs, services and other activities provided by a public entity to the public, whether directly or through a contractor, must be accessible to the disabled public. Contractor shall provide the services specified in this Agreement in a manner that complies with the ADA and any and all other applicable federal, state and local disability rights legislation. Contractor agrees not to discriminate against disabled persons in the provision of services, benefits or activities provided under this Agreement and further agrees that any violation of this prohibition on the part of Contractor, its employees, agents or assigns will constitute a material breach of this Agreement.

40. Sunshine Ordinance.

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

41. Public Access to Meetings and Records.

If the Contractor receives a cumulative total per year of at least \$250,000 in City funds or City-administered funds and is a non-profit organization as defined in Chapter 12L of the San Francisco Administrative Code, Contractor shall comply with and be bound by all the applicable provisions of that Chapter. By executing this Agreement, the Contractor agrees to open its meetings and records to the public in the manner set forth in §§12L.4 and 12L.5 of the Administrative Code. Contractor further agrees to make-good faith efforts to promote community membership on its Board of Directors in the manner set forth in §12L.6 of the Administrative Code. The Contractor acknowledges that its material failure to comply with any of the provisions of this paragraph shall constitute a material breach of this Agreement. The Contractor further acknowledges that such material breach of the Agreement shall be grounds for the City to terminate and/or not renew the Agreement, partially or in its entirety.

42. Limitations on Contributions.

Through execution of this Agreement, Contractor acknowledges that it is familiar with section 1.126 of the City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with

the City for the rendition of personal services, for the furnishing of any material, supplies or equipment, for the sale or lease of any land or building, or for a grant, loan or loan guarantee, from making any campaign contribution to (1) an individual holding a City elective office if the contract must be approved by the individual, a board on which that individual serves, or the board of a state agency on which an appointee of that individual serves, (2) a candidate for the office held by such individual, or (3) a committee controlled by such individual, at any time from the commencement of negotiations for the contract until the later of either the termination of negotiations for such contract or six months after the date the contract is approved. Contractor acknowledges that the foregoing restriction applies only if the contract or a combination or series of contracts approved by the same individual or board in a fiscal year have a total anticipated or actual value of \$50,000 or more. Contractor further acknowledges that the prohibition on contributions applies to each prospective party to the contract; each member of Contractor's board of directors; Contractor's chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 20 percent in Contractor; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Contractor. Additionally, Contractor acknowledges that Contractor must inform each of the persons described in the preceding sentence of the prohibitions contained in Section 1.126. Contractor further agrees to provide to City the names of each person, entity or committee described above.

43. *Requiring Minimum Compensation for Covered Employees*

a. Contractor agrees to comply fully with and be bound by all of the provisions of the Minimum Compensation Ordinance (MCO), as set forth in San Francisco Administrative Code Chapter 12P (Chapter 12P), including the remedies provided, and implementing guidelines and rules. The provisions of Sections 12P.5 and 12P.5.1 of Chapter 12P are incorporated herein by reference and made a part of this Agreement as though fully set forth. The text of the MCO is available on the web at www.sfgov.org/olse/mco. A partial listing of some of Contractor's obligations under the MCO is set forth in this Section. Contractor is required to comply with all the provisions of the MCO, irrespective of the listing of obligations in this Section.

b. The MCO requires Contractor to pay Contractor's employees a minimum hourly gross compensation wage rate and to provide minimum compensated and uncompensated time off. The minimum wage rate may change from year to year and Contractor is obligated to keep informed of the then-current requirements. Any subcontract entered into by Contractor shall require the subcontractor to comply with the requirements of the MCO and shall contain contractual obligations substantially the same as those set forth in this Section. It is Contractor's obligation to ensure that any subcontractors of any tier under this Agreement comply with the requirements of the MCO. If any subcontractor under this Agreement fails to comply, City may pursue any of the remedies set forth in this Section against Contractor.

c. Contractor shall not take adverse action or otherwise discriminate against an employee or other person for the exercise or attempted exercise of rights under the MCO. Such actions, if taken within 90 days of the exercise or attempted exercise of such rights, will be rebuttably presumed to be retaliation prohibited by the MCO.

d. Contractor shall maintain employee and payroll records as required by the MCO. If Contractor fails to do so, it shall be presumed that the Contractor paid no more than the minimum wage required under State law.

e. The City is authorized to inspect Contractor's job sites and conduct interviews with employees and conduct audits of Contractor

f. Contractor's commitment to provide the Minimum Compensation is a material element of the City's consideration for this Agreement. The City in its sole discretion shall determine whether such a breach has occurred. The City and the public will suffer actual damage that will be impractical or

extremely difficult to determine if the Contractor fails to comply with these requirements. Contractor agrees that the sums set forth in Section 12P.6.1 of the MCO as liquidated damages are not a penalty, but are reasonable estimates of the loss that the City and the public will incur for Contractor's noncompliance. The procedures governing the assessment of liquidated damages shall be those set forth in Section 12P.6.2 of Chapter 12P.

g. Contractor understands and agrees that if it fails to comply with the requirements of the MCO, the City shall have the right to pursue any rights or remedies available under Chapter 12P (including liquidated damages), under the terms of the contract, and under applicable law. If, within 30 days after receiving written notice of a breach of this Agreement for violating the MCO, Contractor fails to cure such breach or, if such breach cannot reasonably be cured within such period of 30 days, Contractor fails to commence efforts to cure within such period, or thereafter fails diligently to pursue such cure to completion, the City shall have the right to pursue any rights or remedies available under applicable law, including those set forth in Section 12P.6(c) of Chapter 12P. Each of these remedies shall be exercisable individually or in combination with any other rights or remedies available to the City.

h. Contractor represents and warrants that it is not an entity that was set up, or is being used, for the purpose of evading the intent of the MCO.

i. If Contractor is exempt from the MCO when this Agreement is executed because the cumulative amount of agreements with this department for the fiscal year is less than \$25,000, but Contractor later enters into an agreement or agreements that cause contractor to exceed that amount in a fiscal year, Contractor shall thereafter be required to comply with the MCO under this Agreement. This obligation arises on the effective date of the agreement that causes the cumulative amount of agreements between the Contractor and this department to exceed \$25,000 in the fiscal year.

44. *Requiring Health Benefits for Covered Employees.*

Contractor agrees to comply fully with and be bound by all of the provisions of the Health Care Accountability Ordinance (HCAO), as set forth in San Francisco Administrative Code Chapter 12Q, including the remedies provided, and implementing regulations, as the same may be amended from time to time. The provisions of section 12Q.5.a of Chapter 12Q are incorporated by reference and made a part of this Agreement as though fully set forth herein. The text of the HCAO is available on the web at www.sfgov.org/olse. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 12Q.

a. For each Covered Employee, Contractor shall provide the appropriate health benefit set forth in Section 12Q.3 of the HCAO. If Contractor chooses to offer the health plan option, such health plan shall meet the minimum standards set forth by the San Francisco Health Commission.

b. Notwithstanding the above, if the Contractor is a small business as defined in Section 12Q.3(e) of the HCAO, it shall have no obligation to comply with part (a) above.

c. Contractor's failure to comply with the HCAO shall constitute a material breach of this agreement. City shall notify Contractor if such a breach has occurred. If, within 30 days after receiving City's written notice of a breach of this Agreement for violating the HCAO, Contractor fails to cure such breach or, if such breach cannot reasonably be cured within such period of 30 days, Contractor fails to commence efforts to cure within such period, or thereafter fails diligently to pursue such cure to completion, City shall have the right to pursue the remedies set forth in 12Q.5.1 and 12Q.5(f)(1-6). Each of these remedies shall be exercisable individually or in combination with any other rights or remedies available to City.

d. Any Subcontract entered into by Contractor shall require the Subcontractor to comply with the requirements of the HCAO and shall contain contractual obligations substantially the same as

those set forth in this Section. Contractor shall notify City's Office of Contract Administration when it enters into such a Subcontract and shall certify to the Office of Contract Administration that it has notified the Subcontractor of the obligations under the HCAO and has imposed the requirements of the HCAO on Subcontractor through the Subcontract. Each Contractor shall be responsible for its Subcontractors' compliance with this Chapter. If a Subcontractor fails to comply, the City may pursue the remedies set forth in this Section against Contractor based on the Subcontractor's failure to comply, provided that City has first provided Contractor with notice and an opportunity to obtain a cure of the violation.

e. Contractor shall not discharge, reduce in compensation, or otherwise discriminate against any employee for notifying City with regard to Contractor's noncompliance or anticipated noncompliance with the requirements of the HCAO, for opposing any practice proscribed by the HCAO, for participating in proceedings related to the HCAO, or for seeking to assert or enforce any rights under the HCAO by any lawful means.

f. Contractor represents and warrants that it is not an entity that was set up, or is being used, for the purpose of evading the intent of the HCAO.

g. Contractor shall maintain employee and payroll records in compliance with the California Labor Code and Industrial Welfare Commission orders, including the number of hours each employee has worked on the City Contract.

h. Contractor shall keep itself informed of the current requirements of the HCAO.

i. Contractor shall provide reports to the City in accordance with any reporting standards promulgated by the City under the HCAO, including reports on Subcontractors and Subtenants, as applicable.

j. Contractor shall provide City with access to records pertaining to compliance with HCAO after receiving a written request from City to do so and being provided at least ten business days to respond.

k. Contractor shall allow City to inspect Contractor's job sites and have access to Contractor's employees in order to monitor and determine compliance with HCAO.

l. City may conduct random audits of Contractor to ascertain its compliance with HCAO. Contractor agrees to cooperate with City when it conducts such audits.

m. If Contractor is exempt from the HCAO when this Agreement is executed because its amount is less than \$25,000 (\$50,000 for nonprofits), but Contractor later enters into an agreement or agreements that cause Contractor's aggregate amount of all agreements with City to reach \$75,000, all the agreements shall be thereafter subject to the HCAO. This obligation arises on the effective date of the agreement that causes the cumulative amount of agreements between Contractor and the City to be equal to or greater than \$75,000 in the fiscal year.

45. *First Source Hiring Program*

a. **Incorporation of Administrative Code Provisions by Reference.** The provisions of Chapter 83 of the San Francisco Administrative Code are incorporated in this Section by reference and made a part of this Agreement as though fully set forth herein. Contractor shall comply fully with, and be bound by, all of the provisions that apply to this Agreement under such Chapter, including but not limited to the remedies provided therein. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 83.

b. **First Source Hiring Agreement.** As an essential term of, and consideration for, any contract or property contract with the City, not exempted by the FSHA, the Contractor shall enter into a first source hiring agreement ("agreement") with the City, on or before the effective date of the contract or property contract. Contractors shall also enter into an agreement with the City for any other work that it performs in the City. Such agreement shall:

(1) Set appropriate hiring and retention goals for entry level positions. The employer shall agree to achieve these hiring and retention goals, or, if unable to achieve these goals, to establish good faith efforts as to its attempts to do so, as set forth in the agreement. The agreement shall take into consideration the employer's participation in existing job training, referral and/or brokerage programs. Within the discretion of the FSHA, subject to appropriate modifications, participation in such programs maybe certified as meeting the requirements of this Chapter. Failure either to achieve the specified goal, or to establish good faith efforts will constitute noncompliance and will subject the employer to the provisions of Section 83.10 of this Chapter.

(2) Set first source interviewing, recruitment and hiring requirements, which will provide the San Francisco Workforce Development System with the first opportunity to provide qualified economically disadvantaged individuals for consideration for employment for entry level positions. Employers shall consider all applications of qualified economically disadvantaged individuals referred by the System for employment; provided however, if the employer utilizes nondiscriminatory screening criteria, the employer shall have the sole discretion to interview and/or hire individuals referred or certified by the San Francisco Workforce Development System as being qualified economically disadvantaged individuals. The duration of the first source interviewing requirement shall be determined by the FSHA and shall be set forth in each agreement, but shall not exceed 10 days. During that period, the employer may publicize the entry level positions in accordance with the agreement. A need for urgent or temporary hires must be evaluated, and appropriate provisions for such a situation must be made in the agreement.

(3) Set appropriate requirements for providing notification of available entry level positions to the San Francisco Workforce Development System so that the System may train and refer an adequate pool of qualified economically disadvantaged individuals to participating employers. Notification should include such information as employment needs by occupational title, skills, and/or experience required, the hours required, wage scale and duration of employment, identification of entry level and training positions, identification of English language proficiency requirements, or absence thereof, and the projected schedule and procedures for hiring for each occupation. Employers should provide both long-term job need projections and notice before initiating the interviewing and hiring process. These notification requirements will take into consideration any need to protect the employer's proprietary information.

(4) Set appropriate record keeping and monitoring requirements. The First Source Hiring Administration shall develop easy-to-use forms and record keeping requirements for documenting compliance with the agreement. To the greatest extent possible, these requirements shall utilize the employer's existing record keeping systems, be nonduplicative, and facilitate a coordinated flow of information and referrals.

(5) Establish guidelines for employer good faith efforts to comply with the first source hiring requirements of this Chapter. The FSHA will work with City departments to develop employer good faith effort requirements appropriate to the types of contracts and property contracts handled by each department. Employers shall appoint a liaison for dealing with the development and implementation of the employer's agreement. In the event that the FSHA finds that the employer under a City contract or property contract has taken actions primarily for the purpose of circumventing the requirements of this Chapter, that employer shall be subject to the sanctions set forth in Section 83.10 of this Chapter.

(6) Set the term of the requirements.

(7) Set appropriate enforcement and sanctioning standards consistent with this Chapter.

(8) Set forth the City's obligations to develop training programs, job applicant referrals, technical assistance, and information systems that assist the employer in complying with this Chapter.

(9) Require the developer to include notice of the requirements of this Chapter in leases, subleases, and other occupancy contracts.

c. Hiring Decisions. Contractor shall make the final determination of whether an Economically Disadvantaged Individual referred by the System is "qualified" for the position.

d. Exceptions. Upon application by Employer, the First Source Hiring Administration may grant an exception to any or all of the requirements of Chapter 83 in any situation where it concludes that compliance with this Chapter would cause economic hardship.

e. Liquidated Damages. Contractor agrees:

(1) To be liable to the City for liquidated damages as provided in this section;

(2) To be subject to the procedures governing enforcement of breaches of contracts based on violations of contract provisions required by this Chapter as set forth in this section;

(3) That the contractor's commitment to comply with this Chapter is a material element of the City's consideration for this contract; that the failure of the contractor to comply with the contract provisions required by this Chapter will cause harm to the City and the public which is significant and substantial but extremely difficult to quantify; that the harm to the City includes not only the financial cost of funding public assistance programs but also the insidious but impossible to quantify harm that this community and its families suffer as a result of unemployment; and that the assessment of liquidated damages of up to \$5,000 for every notice of a new hire for an entry level position improperly withheld by the contractor from the first source hiring process, as determined by the FSHA during its first investigation of a contractor, does not exceed a fair estimate of the financial and other damages that the City suffers as a result of the contractor's failure to comply with its first source referral contractual obligations.

(4) That the continued failure by a contractor to comply with its first source referral contractual obligations will cause further significant and substantial harm to the City and the public, and that a second assessment of liquidated damages of up to \$10,000 for each entry level position improperly withheld from the FSHA, from the time of the conclusion of the first investigation forward, does not exceed the financial and other damages that the City suffers as a result of the contractor's continued failure to comply with its first source referral contractual obligations;

(5) That in addition to the cost of investigating alleged violations under this Section, the computation of liquidated damages for purposes of this section is based on the following data:

A. The average length of stay on public assistance in San Francisco's County Adult Assistance Program is approximately 41 months at an average monthly grant of \$348 per month, totaling approximately \$14,379; and

B. In 2004, the retention rate of adults placed in employment programs funded under the Workforce Investment Act for at least the first six months of employment was 84.4%. Since qualified individuals under the First Source program face far fewer barriers to employment than their counterparts in programs funded by the Workforce Investment Act, it is reasonable to conclude that the average length of employment for an individual whom the First Source Program refers to an employer and who is hired in an entry level position is at least one year;

therefore, liquidated damages that total \$5,000 for first violations and \$10,000 for subsequent violations as determined by FSHA constitute a fair, reasonable, and conservative attempt to quantify the harm caused to the City by the failure of a contractor to comply with its first source referral contractual obligations.

(6) That the failure of contractors to comply with this Chapter, except property contractors, may be subject to the debarment and monetary penalties set forth in Sections 6.80 et seq. of the San Francisco Administrative Code, as well as any other remedies available under the contract or at law; and

Violation of the requirements of Chapter 83 is subject to an assessment of liquidated damages in the amount of \$5,000 for every new hire for an Entry Level Position improperly withheld from the first source hiring process. The assessment of liquidated damages and the evaluation of any defenses or mitigating factors shall be made by the FSHA.

f. **Subcontracts.** Any subcontract entered into by Contractor shall require the subcontractor to comply with the requirements of Chapter 83 and shall contain contractual obligations substantially the same as those set forth in this Section.

46. *Prohibition on Political Activity with City Funds.*

In accordance with San Francisco Administrative Code Chapter 12.G, Contractor may not participate in, support, or attempt to influence any political campaign for a candidate or for a ballot measure (collectively, "Political Activity") in the performance of the services provided under this Agreement. Contractor agrees to comply with San Francisco Administrative Code Chapter 12.G and any implementing rules and regulations promulgated by the City's Controller. The terms and provisions of Chapter 12.G are incorporated herein by this reference. In the event Contractor violates the provisions of this section, the City may, in addition to any other rights or remedies available hereunder, (i) terminate this Agreement, and (ii) prohibit Contractor from bidding on or receiving any new City contract for a period of two (2) years. The Controller will not consider Contractor's use of profit as a violation of this section.

47. *Preservative-treated Wood Containing Arsenic.*

Contractor may not purchase preservative-treated wood products containing arsenic in the performance of this Agreement unless an exemption from the requirements of Chapter 13 of the San Francisco Environment Code is obtained from the Department of the Environment under Section 1304 of the Code. The term "preservative-treated wood containing arsenic" shall mean wood treated with a preservative that contains arsenic, elemental arsenic, or an arsenic copper combination, including, but not limited to, chromated copper arsenate preservative, ammoniacal copper zinc arsenate preservative, or ammoniacal copper arsenate preservative. Contractor may purchase preservative-treated wood products on the list of environmentally preferable alternatives prepared and adopted by the Department of the Environment. This provision does not preclude Contractor from purchasing preservative-treated wood containing arsenic for saltwater immersion. The term "saltwater immersion" shall mean a pressure-treated wood that is used for construction purposes or facilities that are partially or totally immersed in saltwater.

48. *Modification of Agreement.*

This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved in the same manner as this Agreement. Contractor shall cooperate with Department to submit to the Director of HRC any amendment, modification, supplement or change order that would result in a cumulative increase of the original amount of this Agreement by more than 20% (HRC Contract Modification Form).

49. *Administrative Remedy for Agreement Interpretation – DELETED BY MUTUAL AGREEMENT OF THE PARTIES*

50. *Agreement Made in California; Venue.*

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

51. *Construction.*

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

52. *Entire Agreement.*

This contract sets forth the entire Agreement between the parties, and supersedes all other oral or written provisions. This contract may be modified only as provided in Section 48, "Modification of Agreement".

53. *Compliance with Laws.*

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

54. *Services Provided by Attorneys.*

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

55. *Supervision of Minor.*

Contractor, and any subcontractors, shall comply with California Penal Code section 11105.3 and request from the Department of Justice records of all convictions or any arrest pending adjudication involving the offenses specified in Welfare and Institution Code section 15660(a) of any person who applies for employment or volunteer position with Contractor, or any subcontractor, in which he or she would have supervisory or disciplinary power over a minor under his or her care. If Contractor, or any subcontractor, is providing services at a City park, playground, recreational center or beach (separately and collectively, "Recreational Site"), Contractor shall not hire, and shall prevent its subcontractors from hiring, any person for employment or volunteer position to provide those services if that person has been convicted of any offense that was listed in former Penal Code section 11105.3 (h)(1) or 11105.3(h)(3). If Contractor, or any of its subcontractors, hires an employee or volunteer to provide services to minors at any location other than a Recreational Site, and that employee or volunteer has been convicted of an offense specified

in Penal Code section 11105.3(c), then Contractor shall comply, and cause its subcontractors to comply with that section and provide written notice to the parents or guardians of any minor who will be supervised or disciplined by the employee or volunteer not less than ten (10) days prior to the day the employee or volunteer begins his or her duties or tasks. Contractor shall provide, or cause its subcontractors to provide City with a copy of any such notice at the same time that it provides notice to any parent or guardian. Contractor shall expressly require any of its subcontractors with supervisory or disciplinary power over a minor to comply with this section of the Agreement as a condition of its contract with the subcontractor. Contractor acknowledges and agrees that failure by Contractor or any of its subcontractors to comply with any provision of this section of the Agreement shall constitute an Event of Default. Contractor further acknowledges and agrees that such Event of Default shall be grounds for the City to terminate the Agreement, partially or in its entirety, to recover from Contractor any amounts paid under this Agreement, and to withhold any future payments to Contractor. The remedies provided in this Section shall not be limited to any other remedy available to the City hereunder, or in equity or law for an Event of Default, and each remedy may be exercised individually or in combination with any other available remedy. The exercise of any remedy shall not preclude or in any way be deemed to waive any other remedy.

56. Severability.

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

57. Protection of Private Information.

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

58. Graffiti Removal.

Graffiti is detrimental to the health, safety and welfare of the community in that it promotes a perception in the community that the laws protecting public and private property can be disregarded with impunity. This perception fosters a sense of disrespect of the law that results in an increase in crime; degrades the community and leads to urban blight; is detrimental to property values, business opportunities and the enjoyment of life; is inconsistent with the City's property maintenance goals and aesthetic standards; and results in additional graffiti and in other properties becoming the target of graffiti unless it is quickly removed from public and private property. Graffiti results in visual pollution and is a public nuisance. Graffiti must be abated as quickly as possible to avoid detrimental impacts on the City and County and its residents, and to prevent the further spread of graffiti. Contractor shall remove all graffiti from any real property owned or leased by Contractor in the City and County of San Francisco within forty eight (48) hours of the earlier of Contractor's (a) discovery or notification of the graffiti or (b) receipt of notification of the graffiti from the Department of Public Works. This section is not intended to require a Contractor to breach any lease or other agreement that it may have concerning its use of the real property. The term "graffiti" means any inscription, word, figure, marking or design that is affixed, marked, etched, scratched, drawn or painted on any building, structure, fixture or other improvement, whether permanent or temporary, including by way of example only and without limitation, signs, banners, billboards and fencing surrounding construction sites, whether public or private, without the consent of the owner of the

property or the owner's authorized agent, and which is visible from the public right-of-way. "Graffiti" shall not include: (1) any sign or banner that is authorized by, and in compliance with, the applicable requirements of the San Francisco Public Works Code, the San Francisco Planning Code or the San Francisco Building Code; or (2) any mural or other painting or marking on the property that is protected as a work of fine art under the California Art Preservation Act (California Civil Code Sections 987 et seq.) or as a work of visual art under the Federal Visual Artists Rights Act of 1990 (17 U.S.C. §§ 101 et seq.).

Any failure of Contractor to comply with this section of this Agreement shall constitute an Event of Default of this Agreement.

59. Food Service Waste Reduction Requirements.

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

60. Left blank by agreement of the parties. (Slavery era disclosure

61. 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.

62. Dispute Resolution Procedure.

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

63. Additional Terms.

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

2. **Modifications to the Agreement (continued).**

b. **The following Appendices are being added to or substituted for the Exhibits and/or Appendices, as indicated, in the "Original Agreement" and any subsequent "Amendments", and are titled to support the period of 07/01/2010 - 06/30/2013.**

- (1) **Add** Appendix A 07/01/2010 - 06/30/2013, Pages 1-5.
- (2) **Add** Appendix A-1 07/01/2010 - 06/30/2013, Pages 1-7.
- (3) **Add** Appendix B 07/01/2010 - 06/30/2013, Pages 1-5.
- (4) **Add** Appendix B-1 07/01/2010 - 06/30/2011, Pages 1-3.
- (5) **Add** Appendix B-1a 07/01/2010 - 06/30/2011, Pages 1-4.
- (6) **Add** Appendix B-1b 09/01/2010 - 06/30/2011, Pages 1-4.
- (7) **Add** Appendix B-1c 07/01/2010 - 06/30/2011, Pages 1-7.
- (8) **Add** Appendix B-2 07/01/2011 - 06/30/2012, Pages 1-3.
- (9) **Add** Appendix B-2a 07/01/2011 - 06/30/2012, Pages 1-4.
- (10) **Add** Appendix B-2b 07/01/2011 - 06/30/2012, Pages 1-4.
- (11) **Add** Appendix B-2c 07/01/2011 - 06/30/2012, Pages 1-7.
- (12) **Add** Appendix B-3 07/01/2012 - 06/30/2013, Pages 1-3.
- (13) **Add** Appendix B-3a 07/01/2012 - 06/30/2013, Pages 1-4.
- (14) **Add** Appendix B-3b 09/01/2012 - 06/30/2013, Pages 1-4.
- (15) **Add** Appendix B-3c 07/01/2012 - 06/30/2013, Pages 1-7.
- (16) **Delete** Appendix C Reserved, and **substitute** Appendix C Reserved.
- (17) **Delete** Appendix D Additional Terms, and **substitute** Appendix D Additional Terms.
- (18) **Delete** Appendix E Business Associate Addendum, and **substitute** Appendix E Business Associate Addendum.
- (19) **Add** Appendix F-1 07/01/2010 - 06/30/2011, Pages A and B.
- (20) **Add** Appendix F-1a 07/01/2010 - 06/30/2011, Pages A and B.
- (21) **Add** Appendix F-1b 09/01/2010 - 06/30/2011, Pages A and B.
- (22) **Add** Appendix F-1c 07/01/2010 - 06/30/2011, Pages A and B.
- (23) **Add** Appendix F-2 07/01/2011 - 06/30/2012, Pages A and B.
- (24) **Add** Appendix F-2a 07/01/2011 - 06/30/2012, Pages A and B.
- (25) **Add** Appendix F-2b 09/01/2011 - 06/30/2012, Pages A and B.
- (26) **Add** Appendix F-2c 07/01/2011 - 06/30/2012, Pages A and B.
- (27) **Add** Appendix F-3 07/01/2012 - 06/30/2013, Pages A and B.
- (28) **Add** Appendix F-3a 07/01/2012 - 06/30/2013, Pages A and B.
- (29) **Add** Appendix F-3b 09/01/2012 - 06/30/2013, Pages A and B.
- (30) **Add** Appendix F-3c 07/01/2012 - 06/30/2013, Pages A and B.
- (31) **Delete** Appendix G Dispute Resolution Procedure, and **substitute** Appendix G Dispute Resolution Procedure.
- (32) **Delete** Appendix H Certificates of Insurance, and **substitute** Appendix H Certificates of Insurance.

3. Effective Date.

Each of the modifications set forth in Section 2 shall be effective on and after July 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, the parties hereto have executed this Agreement on the day first mentioned above.

CITY

CONTRACTOR

Recommended by:

TIDES CENTER



MITCHELL H. KATZ, M.D.
Director of Health

7/14/10

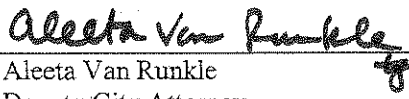
Date

By signing this Agreement, I certify that I comply with the requirements of the Minimum Compensation Ordinance, which entitle Covered Employees to certain minimum hourly wages and compensated and uncompensated time off.

Approved as to Form:

Dennis J. Herrera
City Attorney


I have read and understood paragraph 35, the City's statement urging companies doing business in Northern Ireland to move towards resolving employment inequities, encouraging compliance with the MacBride Principles, and urging San Francisco companies to do business with corporations that abide by the MacBride Principles.

By: 

Aleeta Van Runkle
Deputy City Attorney

7/21/10

Date




Carla Dartis
Managing Director
The Presidio, P.O. Box 29907
San Francisco, CA 94129-0907

7/14/10

Date

Approved:

City vendor number: 41576



Naomi Kelly
Director Office of Contract
Administration and Purchaser

9/1/10

Date

Appendices

- A: Services to be provided by Contractor
- B: Calculation of Charges
- C: Reserved
- D: Additional Terms
- E: HIPAA Business Associate Agreement
- F: Invoice
- G: Dispute Resolution
- H: Insurance Certificates

Appendix A
Services to be provided by Contractor

1. Terms

A. Contract Administrator:

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

B. Reports:

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

C. Evaluation:

Contractor shall participate as requested with the City, State and/or Federal government in evaluative studies designed to show the effectiveness of Contractor's Services. Contractor agrees to meet the requirements of and participate in the evaluation program and management information systems of the City. The City agrees that any final written reports generated through the evaluation program shall be made available to Contractor within thirty (30) working days. Contractor may submit a written response within thirty working days of receipt of any evaluation report and such response will become part of the official report.

D. Possession of Licenses/Permits:

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

E. Adequate Resources:

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

F. Admission Policy:

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

G. San Francisco Residents Only:

Only San Francisco residents shall be treated under the terms of this Agreement. Exceptions must have the written approval of the Contract Administrator.

H. Grievance Procedure:

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

I. Infection Control, Health and Safety:

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

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

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

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

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

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

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

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

J. Acknowledgment of Funding:

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

K. Client Fees and Third Party Revenue:

(1) Fees required by federal, state or City laws or regulations to be billed to the client, client's family, or insurance company, shall be determined in accordance with the client's ability to pay and in conformance with all applicable laws. Such fees shall approximate actual cost. No additional fees may be charged to the client or the client's family for the Services. Inability to pay shall not be the basis for denial of any Services provided under this Agreement.

(2) Contractor agrees that revenues or fees received by Contractor related to Services performed and materials developed or distributed with funding under this Agreement shall be used to increase the gross program funding such that a greater number of persons may receive Services. Accordingly, these revenues and fees shall not be deducted by Contractor from its billing to the City.

L. Patients Rights:

All applicable Patients Rights laws and procedures shall be implemented.

M. Under-Utilization Reports:

For any quarter that CONTRACTOR maintains less than ninety percent (90%) of the total agreed upon units of service, and for HIV Prevention Services contracts the number of clients (NOC), for any mode of service hereunder, except for taxi scrip, bus tokens, clothing vouchers, and household goods vouchers, which may be

distributed on an as-needed basis, CONTRACTOR shall immediately notify the Contract Administrator in writing and shall specify the number of underutilized units of service.

N. Quality Assurance:

Contractor agrees to develop and implement a Quality Assurance Plan based on internal standards established by Contractor applicable to the Services as follows:

- (1) Staff evaluations completed on an annual basis.
- (2) Personnel policies and procedures in place, reviewed and updated annually.
- (3) Board Review of Quality Assurance Plan.

O. Compliance With Grant Award Notices:

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

2. Description of Services

Detailed descriptions of services supporting the period 07/01/10 – 06/30/13 may be found in the following Appendixes:

- Appendix A, 07/01/2010-06/30/2013, Pages 4-5 Program Summary
Appendix A-1, 07/01/2010-06/30/2013, Pages 1-7 Property Management Services at the Direct Access to Housing Sites

SUMMARY

**Delivering Innovation in Supportive Housing -
 Property Management Services at the Direct Access to Housing Sites**

Service Provider: Tides Center
Total Program Amount: \$15,134,850 (includes Rental Income of \$5,696,601)
Total Contract Amount: \$9,438,249

Program Name: Property Management Services at the Direct Access to Housing Sites

Appendix:	A-1		A-1		A-1	
Term:	7/1/10 – 6/30/11		7/1/11 – 6/30/12		7/1/12 – 6/30/13	
Amount:	\$3,146,083		\$3,146,083		\$3,146,083	
Funding Source:	General Fund	\$2,659,411	General Fund	\$2,659,411	General Fund	\$2,659,411
	HUD	\$199,207	HUD	\$199,207	HUD	\$199,207
	MHSA/Prop 63	\$232,420	MHSA/Prop 63	\$232,420	MHSA/Prop 63	\$232,420
	FQHC	\$55,045	FQHC	\$55,045	FQHC	\$55,045
Units of Service:	147,508		147,508		147,508	

UOS Definition: Property Management Day - includes a single day of property management services, such as rent collection, lease management, tenant move-in and move-out, repairs, maintenance, 24-hour front desk coverage and janitorial services, not only in the unit but in all public, storage, office areas as well as the Housing and Urban Health Clinic.

Unduplicated Client Count: 458 | 458 | 458

Target Population: The target population is chronically homeless (per HUD definition) very low-income residents of the City and County of San Francisco, whose income is less than 30% of median income, who are struggling with at least one of these specific, disabling conditions: mental illness, HIV/AIDS, substance abuse, physical disabilities, limited experience living independently, and/or extended periods of homelessness due to limited affordable housing for very low-income single adults. The clients must be at least 18 years of age and will include lesbian, bisexual, transgender individuals, gay men and people of color.

Description of Services: The Tides Center will provide the nonprofit infrastructure and fiscal sponsorship services that will enable Delivering Innovation in Supportive Housing (DISH) staff to focus on providing high-quality property management services at the Empress Hotel. Focusing exclusively on the network of DAH sites, DISH will be infused with the same mission driven goals and practices that drive the provision of clinical and support services in the buildings. Most importantly, management of this entity will provide the leadership and ongoing training and mentoring necessary to motivate personnel to provide respectful and high quality services within a challenging environment. Through excellence in property management, DISH hopes to demonstrate the healing effects of home and stable community, reinforce the self-worth of persons who have not had access to clean and beautiful places to live, and draw upon the diverse art, cultural, and educational presence in San Francisco to engage tenants in healthy and life affirming activities. DISH will demonstrate tangible improvements in many areas including increased tenant satisfaction, increased staff productivity and responsiveness, greater efficiency with rent collection and reporting, improved appearance of buildings and apartment units, increased collaboration between property management, support services, and DPH staff, timely and accurate financial reports, and a more informed and transparent management team.

Program Sites:

Pacific Bay Inn is located at 520 Jones Street and offers 75 units of Single Room Occupancy (SRO) housing. The site is located downtown, close to all means of public transportation, BART, MUNI and busses. On the ground floor, the site features a large lobby where the front desk and General Manager's office is located. There are offices for Support Services and a community kitchen and meeting room for residents on the 2nd floor. The building has six residential floors with 10 to 14 units each, served by an elevator. Each unit has a private bathroom.

The Empress Hotel is located at 144 Eddy Street and offers 88 units of Single Room Occupancy (SRO) housing. The site is located downtown, close to all means of public transportation, BART, MUNI and busses. On the ground floor, the site features a large lobby where the front desk is located, and a large event room. In addition the ground floor includes a laundry room open to the tenants, offices for Property Management and Support Services, a meeting room and a large, well-lighted community room. The building has five residential floors, served by an elevator. Each unit has a built-in closet and is furnished with a bed, a dresser, a bedside table and a lamp. About half of the units have a private bath. In the other units, a bath is shared between 2 units. Several units have wheelchair accessible bathrooms.

Windsor Hotel is located at 238 Eddy Street in the Tenderloin district and offers a total of 91 housing units. The ground floor houses the community lounge and kitchen, offices and bathrooms. There is a large television and seating area in the lobby for residents. Many of the units have accessible bathrooms. The building has five residential floors served by an elevator. The commercial space at 234 Eddy houses the DAH Health Clinic, which serves hundreds of tenants in supportive housing. The Clinic has fifteen rooms used for exams and offices. There is also a waiting area and reception desk.

Camelot Hotel is located at 124 Turk Street in the Tenderloin District, a block away from Windsor Hotel and offers a total of 55 housing units. The building has a community kitchen and lounge, as well as office spaces for Property Management and Support Services staff on the ground floor. There are five residential floors with eleven (11) units in each floor served by an elevator. Each residential floor has two (2) toilets and three (3) showers.

LeNain Hotel is located at 730 Eddy Street. The LeNain is the first senior housing program created under the Direct Access to Housing Program. The first floor houses the community space, as well as Support Services and Property Management offices. This building provides 86 units of Single Resident Occupancy (SRO) housing to persons 55 years and over. There is a lift serving the first residential floor of the building.

Star Hotel is located at 2176 Mission Street, a block away from the 16th BART station and accessible to buses on Mission Street and provides 54 housing units. The community space on the ground floor includes bathrooms, a kitchen and a lounge as well as the office of Support Services and Property Management. Each residential floor has 27 units, three (3) toilets and three (3) showers. Each unit is furnished with a bed with drawers underneath, an armoire, a bedside table, a lamp and a sink.

Contractor: Tides Center

Appendix A-1

Program: Delivering Innovation in Supportive
Housing - Property Management Services at the
Direct Access to Housing Sites
City Fiscal Year (CBHS only)

Contract Term: 07/01/2010 through 06/30/2013

Funding Source: General Fund, MHSA, GF-FQHC, HUD, Rental Income

**1. Program Name: Delivering Innovation in Supportive Housing
Property Management Services at the Direct Access to Housing Sites**

Program Name: Pacific Bay Inn
Program Address: 520 Jones Street
City, State, Zip Code: San Francisco, CA 94102
Telephone: (415) 674-0765
Facsimile: (415) 674-0763

Program Name: The Empress Hotel
Program Address: 144 Eddy Street
City, State, Zip Code: San Francisco, CA 94102
Telephone: (415) 674-8100
Facsimile: (415) 674-9513

Program Name: Windsor Hotel
Program Address: 238 Eddy Street
City, State, Zip Code: San Francisco, CA 94102
Telephone: (415) 345-0210
Facsimile: (415) 885-1600

Program Name: DAH Health Clinic
Program Address: 234 Eddy Street (Windsor Commercial space)
City, State, Zip Code: San Francisco, CA 94102
Telephone: (415) 353-5095
Facsimile: (415) 292-5048

Program Name: Camelot Hotel
Program Address: 124 Turk Street
City, State, Zip Code: San Francisco, CA 94102
Telephone: (415) 359-9404
Facsimile: (415) 440-1165

Program Name: LeNain Hotel
Program Address: 730 Eddy Street
City, State, Zip Code: San Francisco, CA 94109
Telephone: (415) 353-5652
Facsimile: (415) 673-1266

Program Name: Star Hotel
Program Address: 2176 Mission Street
City, State, Zip Code: San Francisco, CA 94110
Telephone: (415) 503-4143
Facsimile: (415) 252-1085

Nature of Document (select one)

New Renewal Modification

2. Goal Statement

The goal of this contract is to provide quality custom property management services at six Direct Access to Housing (DAH) sites, resulting in safe, clean and stable housing for formerly homeless tenants with special needs.

3. Target Population

The target population is homeless very low-income residents of the City and County of San Francisco, whose income is less than 30% of median income, who are struggling with at least one of these specific, disabling conditions: mental illness, HIV/AIDS, substance use, physical disabilities and limited experience living independently. The Empress has more stringent criteria as determined by HUD which mandates that residents must be chronically homeless to be eligible. The clients must be at least 18 years of age and will include lesbian, bisexual, transgender individuals, gay men and people of color. Due to the facilities specific nature of the services for the property management of the DAH Health Clinic located in the Windsor commercial space, there is no target population.

4. Methodology

A Unit of Service (UOS) is defined as a Property Management Day. A Property Management Day is one day of property management services for one Single Room Occupancy (SRO) unit. The total number of property management days is based on a 10% vacancy rate due to turnover and move-in time.

**The tenant UDC is based on a 10% turnover rate by the end of the contract year. The number of DAH clients is based on the maximum number of DAH tenants that can be accommodated at the site at any given time.*

<i>Unit of Service Description FY 2010-2011</i>	<i>Units of Service (UOS)</i>	<i>Number of Clients/Rooms</i>	<i>Unduplicated Clients (UDC)</i>
General Fund - 6 Properties Management Days 386 units x 365 days -10% vacancy rate	126,801	386	*392
HUD - Property Management Days 35 units X 365 days - 10% vacancy rate	11,497	34	*35
MHSA/ Prop 63 Property Management Days 28 units x 365 days - 10% vacancy rate	9,198	28	*31
Total Units of Service:	147,496		
Total Unduplicated Clients/Rooms:			458

For the Windsor commercial space/Direct Access to Housing Clinic:

Definition: One unit of property management services is an average 30 days, or one month, services which include, but are not limited to: payment of utilities and other bills; janitorial, and maintenance services.

A. Fiscal Year 2010-2011		Units of Service (UOS)
Unit of Service Description:		
FQHC - DAH Clinic Program – Property Management Services		
7/1/10-6/30/11	1 Unit x 12 months	12

<i>Unit of Service Description</i> FY 2011-2012	<i>Units of Service</i> (UOS)	<i>Number of</i> <i>Clients/Rooms</i>	<i>Unduplicated</i> <i>Clients</i> (UDC)
General Fund - 6 Properties Management Days 386 units x 365 days -10% vacancy rate	126,801	386	*392
HUD - Property Management Days 35 units X 365 days - 10% vacancy rate	11,497	34	*35
MHSA/ Prop 63 Property Management Days 28 units x 365 days - 10% vacancy rate	9,198	28	*31
Total Units of Service:	147,496		
Total Unduplicated Clients/Rooms:			458

For the Windsor commercial space/Direct Access to Housing Clinic:

Definition: One unit of property management services is an average 30 days, or one month, services which include, but are not limited to: payment of utilities and other bills; janitorial, and maintenance services.

A. Fiscal Year 2011 –2012	
Unit of Service Description:	Units of Service (UOS)
FQHC - DAH Clinic Program – Property Management Services 7/1/11-6/30/12 1 Unit x 12 months	12

<i>Unit of Service Description</i> FY 2012-2013	<i>Units of Service</i> (UOS)	<i>Number of</i> <i>Clients/Rooms</i>	<i>Unduplicated</i> <i>Clients</i> (UDC)
General Fund - 6 Properties Management Days 386 units x 365 days -10% vacancy rate	126,801	386	*392
HUD - Property Management Days 35 units X 365 days - 10% vacancy rate	11,497	34	*35
MHSA/ Prop 63 Property Management Days 28 units x 365 days - 10% vacancy rate	9,198	28	*31
Total Units of Service:	147,496		

Total Unduplicated Clients/Rooms:			458
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For the Windsor commercial space/Direct Access to Housing Clinic:

Definition: One unit of property management services is an average 30 days, or one month, services which include, but are not limited to: payment of utilities and other bills; janitorial, and maintenance services.

A. Fiscal Year 2012 –2013		Units of Service (UOS)
Unit of Service Description:		
FQHC - DAH Clinic Program – Property Management Services		12
7/1/12-6/30/13	1 Unit x 12 months	

A. Outreach, recruitment, promotion, and advertisement.

DPH-HUH administers the allocation and application process for the DAH hotels and accepts referrals from community agencies deemed appropriate for referral by the DAH gatekeepers.

B. Admission, enrollment and/or intake criteria and process.

In order to apply for housing at a DAH site, the applicant must meet the following eligibility criteria:

- Be a homeless resident of San Francisco, including persons living on the streets, in emergency and/or domestic violence shelters, in abandoned buildings, in hospital or forensic settings, or in transitional psychiatric and/or substance use treatment; (All applicants for the Empress have to meet the HUD definition of chronic homelessness, which states that “a chronically homeless person is an unaccompanied homeless individual who has either been continuously homeless for a year or more OR has had at least four (4) episodes of homelessness in the past three (3) years. To be considered chronically homeless, persons must have been sleeping in a place not meant for human habitation (e.g., living on the streets) and/or in an emergency homeless shelter during that time.”)
- Be at or below 30% of the median income as determined by HUD;
- Have medical, mental health, and/or substance use issues.
- Pay part of her/his income in rent via a third party rent payment program.
- Be capable of independent living with supportive services in a community setting.

The DAH Placement Manager notifies the appropriate access point when a vacancy occurs. HUH reviews the applications received from access points for eligibility and completeness. If the application is complete and the applicant seems eligible, the packet is forwarded to the Support Services Manager and the General Manager. Support Service staff retains confidential protected information and conducts a separate interview with the applicant. Property Management staff conducts a background check of the applicant including eviction, credit, and criminal history. The decision for acceptance into the program is based on tenancy issues determined by the property management staff. Applicants are not automatically rejected on the basis of poor rental history or criminal conviction. Clear guidelines are provided by HUH in coordination with support services and property management on reasons for rejecting an application.

HUH returns ineligible and denied applications to the access point. Because of the interview process, a referral to the buildings does not guarantee housing.

C. Service delivery model, hours of operation, locations of service delivery, frequency and duration of service, strategies for service delivery.

Property Management services are provided which include rent collection, annual client re-certification, lease management/eviction prevention, tenant move-in and move-out, unit make ready work, maintenance, 24-hour front

desk coverage and janitorial services, not only in the unit, but in all public, storage and office areas as well. Tenants are required to sign a lease, but are not required to sign a consent for services agreement due to the nature of the property management services. The Grievance Procedure is reviewed with all tenants at move in and is posted in the lobby to ensure compliance with the DPH standard.

The Tides Center provides infrastructure services and serves as fiscal sponsor for all DISH activities. DISH personnel are all employees of the Tides Center.

D. Exit criteria and process.

Tenants are eligible to remain in housing permanently. The tenant must adhere to the provisions of the lease agreement to remain eligible for the housing. The property management staff actively collaborates with the onsite supportive services providers to ensure that tenants with housing retention challenges are offered services to increase their ability to comply with the lease. Tenants, who are evicted from the property, surrender their unit or move to a higher level of care work with the support services providers to smoothly transition to a new setting whenever possible.

E. Program staffing.

Each site is staffed by a General Manager, an Assistant General Manager, 24 hour desk clerks, and a maintenance worker and janitor. Our maintenance approach is centralized, and our site-based staff is augmented by two Facilities Managers, and the Facilities Director who are supported by the Facilities Office Manager/Project Associate. In addition, there are two Co-Directors responsible for running the organization and supervising all of the properties, a Deputy Director, and an Office Manager/Project Associate. All positions are funded by the contract.

5. Objectives and Measurements.

A. Outcome Objectives

1. During each contract year, an average of 75% of tenants will maintain their housing for more than one year as documented in monthly occupancy reports.
2. During each contract year, DISH staff will maintain a vacancy rate less than or equal to 8% as documented in monthly occupancy reports.
3. During each contract year, DISH will collect an average of 90% or more of the potential monthly rent (the maximum amount of rental income available based on current occupancy) as documented in monthly rent roll reports.
4. During each contract year, for all vacancies, the average time between Application Received and Move In will be five weeks as documented in monthly occupancy reports.
5. The annual eviction rate will be 5% or less as documented in quarterly reports.
6. 65% of all tenants will respond to the annual Client Satisfaction Survey and DISH will receive an overall satisfactory or better rating from 80% of the respondents. The survey will be completed and the results compiled and reported by February 1, 2011, February 1 2012 and February 1 2013.

B. Other Objectives

Process Objectives:

1. All work orders will be completed in a timely manner and on the following schedule as documented in quarterly reports:
 - Emergency Health and Safety work orders will be completed within 24 hours or there will be a plan in place within 24 hours to complete the work order as soon as possible.
 - Routine Maintenance work orders will be completed, on average, within 2 weeks.
2. During each contract year, the DISH Facilities Team will complete all make ready work on vacant units within 35 days, as documented in quarterly maintenance reports.
3. DISH will develop a plan, with budget, by December 1, 2010 for building improvements focused on deferred maintenance, raising the living standard of individual units and improving the common areas most used by the tenants. DISH will complete 80% of these improvements during the contract term, funding permitting.
4. Each DISH employee will have in place a set of job specific performance goals within 30 days of hire. Each DISH employee will be assessed quantitatively and qualitatively twice annually on their performance as documented in DISH Human Resources files.
5. Each DISH employee in each job class will complete at least 20 hours of job specific training during each contract year, as documented in mid year and annual reports.
6. Tides Center will provide timely and accurate accounting services to DISH and all requested financial reports to DPH as well as provide comprehensive Human Resource services to all DISH employees.

DAH Health Clinic Property Management Service Objective

DISH will maintain regular and at least quarterly communication with Clinic leadership to ensure that janitorial and maintenance issues are understood and addressed. Issues that exceed DISH's Clinic-specific resources will be redirected to HUH administration in collaboration with the Clinic team.

C. Evaluation of Objectives

DISH uses a networked database tool to track most of the data used to evaluate the above described objectives. This tool allows DISH to compile reports that describe rental income by tenant and by building, the length of occupancy of each tenant or an average for the building, number and percentage of vacant units at any one time, length of time between vacancy and move in among other things. The General Manager and Assistant General Manager at each building enter the site specific data into the database and the DISH Central office staff, led by the Deputy Director, monitors the accuracy of the data and compiles reports based on the data. During each contract year, DISH will provide a set of reports for each building and submit these reports to the HUH System of Care Manager each month. These reports will provide the data and evaluation of Outcome Objectives 1-4. DISH will, in addition to the monthly reports, submit one narrative report at the end of each quarter of the contract year with the data and evaluation for Outcome Objective 5-6 and all of the Process Objectives (other than ones where a specific reporting date is mentioned above). The Deputy Director will lead this process and be responsible for compiling, analyzing and submitting the data and evaluation to the HUH System of Care Manager. DISH will use this data to help guide us as we try to achieve all of these important outcomes.

7. Continuous Quality Improvement.

Contract Compliance:

- The Tides Center/DISH will comply with Health Commission, Local, State, Federal and/or funding source policies and requirements such as Harm Reduction, Health Insurance Portability and Accountability Act (HIPAA), Cultural Competency, and Client Satisfaction

- A DISH TB policy and procedure will address that all on-site staff is tested and cleared for TB prior to employment or placement in compliance with the DPH TB policy. TB status is reviewed upon employment with the program and every 12 months thereafter.
- The Deputy Director will review progress towards contract objectives on a monthly basis and forward reports to DPH indicating our successes and areas for improvement.

Tenant Satisfaction:

- DISH staff will review annual tenant satisfaction surveys and create a work plan to address findings and report results to tenant community.
- The General Manager will attend Community Meetings monthly seeking input. The Directors will attend the Community Meeting at least two times per year.
- The Tenant Grievance Policy and Procedure will comply with DPH guidelines. Management and staff will be trained on the procedure, and track grievances to assess areas for improvement.
- DISH Directors and Facilities Director will inspect each building on a regular basis to ensure that the highest standard of maintenance and cleanliness is upheld.

Staff Training:

- All staff will be oriented and trained at the time of employment and on an on-going basis. Additionally, training and staff development will be incorporated into the daily operating practices of property management. Documentation of all training and certifications will be permanently retained in each employee's personnel file.
- All staff will receive training on Universal Precautions Standards and TB precautions/treatment.
- All staff will receive annual training on relevant topics such as Harm Reduction, Cultural Competency, De-Escalation and Emergency Response.

Site Audit/Review of client records:

- Each site will have a quarterly site audit from DISH management staff reviewing adherence with various aspects of DISH policies and procedures.
- Annually, a sample of tenant files will be reviewed by DISH management staff. Repeat problems will be identified and discussed to develop consistent practices.

Review and updating of written policies and protocols and practices:

- Written employee policies will be reviewed, updated and approved by the DISH Directors in consultation with the Tides Center. All revisions to employee policies will be communicated to staff via staff meetings, and/or written documentation. Acknowledgement of significant new policies will be signed and dated by staff.
- Operating Policies and Procedures will be reviewed and updated as needed. All revisions to operating policies will be communicated to staff via staff meetings, and/or written documentation.

Staff supervision and performance review plan

- The Directors will conduct regular one-on-one supervision with the General Managers to review rental income, expenditures, policies and procedures, staffing issues, collaboration, challenging tenant situations and other issues of on-site property management of the DAH site.
- The General Manager will conduct regular meetings with staff to review work, desk coverage, policies and procedures, etc. to improve site management, reduce vacancy rates and increase tenant stability.
- The Facilities Director will meet with his crew leaders weekly to review unit turnover rates, work order completion and project management to ensure cost effective and timely completion of building maintenance.
- The Directors will oversee the completion of 90 day, mid-year and annual performance reviews for all staff.

Appendix B
Calculation of Charges

1. Method of Payment

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

2. Program Budgets and Final Invoice

A. Program Budgets supporting the period 07/01/2010-06/30/2013 may be found in the following Appendixes:

Appendix B, 07/01/2010-06/30/2013, Pages 3-5	Budget Summary
Appendix B-1, 07/01/2010-06/30/2011, Pages 1-3	TIDES Center – DISH (FQHC)
Appendix B-1a, 07/01/2010-06/30/2011, Pages 1-4	TIDES Center – DISH (MHSA/Prop 63)
Appendix B-1b, 09/01/2010-06/30/2011, Pages 1-4	TIDES Center – DISH (HUD)
Appendix B-1c, 07/01/2010-06/30/2011, Pages 1-7	TIDES Center – DISH (General Fund)
Appendix B-2, 07/01/2011-06/30/2012, Pages 1-3	TIDES Center – DISH (FQHC)
Appendix B-2a, 07/01/2011-06/30/2012, Pages 1-4	TIDES Center – DISH (MHSA/Prop 63)
Appendix B-2b, 07/01/2011-06/30/2012, Pages 1-4	TIDES Center – DISH (HUD)
Appendix B-2c, 07/01/2011-06/30/2012, Pages 1-7	TIDES Center (DISH)
Appendix B-3, 07/01/2012-06/30/2013, Pages 1-3	TIDES Center – DISH (FQHC)
Appendix B-3a, 07/01/2012-06/30/2013, Pages 1-4	TIDES Center – DISH (MHSA/Prop 63)
Appendix B-3b, 07/01/2012-06/30/2013, Pages 1-4	TIDES Center – DISH (HUD)
Appendix B-3c, 07/01/2012-06/30/2013, Pages 1-7	TIDES Center (DISH)

B. Contractor understands that, of the maximum dollar obligation listed in Section 5 of this Agreement, \$1,132,591 is included as a contingency amount and is neither to be used in Program Budgets attached to this Appendix, or available to Contractor without a modification to this Agreement executed in the same manner as this Agreement or a revision to the Program Budgets of Appendix B, which has been approved by Contract Administrator. Contractor further understands that no payment of any portion of this contingency amount will be made unless and until such modification or budget revision has been fully approved and executed in accordance with applicable City and Department of Public Health laws, regulations and policies/procedures and certification as to the availability of funds by Controller. Contractor agrees to fully comply with these laws, regulations, and policies/procedures.

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

Original Agreement	City and County of San Francisco General Fund	\$ 2,675,549	07/01/08 – 06/30/09
Original Agreement	Federal HUD	\$ 201,465	07/01/08 – 06/30/09
Original Agreement	State AB234	\$ 238,350	07/01/08 – 06/30/09
Original Agreement	FQHC (Through SFGH/PC)	\$ 55,045	07/01/08 – 06/30/09
Original Agreement	City and County of San Francisco General Fund	\$ 2,675,549	07/01/09 – 06/30/10
Original Agreement	Federal HUD	\$ 201,465	07/01/09 – 06/30/10
Original Agreement	State AB234	\$ 238,350	07/01/09 – 06/30/10
Original Agreement	FQHC (Through SFGH/PC)	\$ 55,045	07/01/09 – 06/30/10
Internal Contract Revision #1	City and County of San Francisco General Fund	\$ 240,167	07/01/08 – 06/30/09
Internal Contract Revision #2	City and County of San Francisco General Fund	\$ 80,147	07/01/09 – 06/30/10
Internal Contract Revision #2	City and County of San Francisco GF Proj	\$ 139,841	07/01/09 – 06/30/10
1 st Amendment	City and County of San Francisco General Fund	\$ 2,659,411	07/01/10 – 06/30/11
1 st Amendment	Federal HUD	\$ 199,207	09/01/10 – 06/30/11
1 st Amendment	State MHSA/Prop 63	\$ 232,420	07/01/10 – 06/30/11
1 st Amendment	FQHC General Fund	\$ 55,045	07/01/10 – 06/30/11
1 st Amendment	City and County of San Francisco General Fund	\$ 2,659,411	07/01/11 – 06/30/12
1 st Amendment	Federal HUD	\$ 199,207	09/01/11 – 06/30/12
1 st Amendment	State MHSA/Prop 63	\$ 232,420	07/01/11 – 06/30/12
1 st Amendment	FQHC General Fund	\$ 55,045	07/01/11 – 06/30/12
1 st Amendment	City and County of San Francisco General Fund	\$ 2,659,411	07/01/12 – 06/30/13
1 st Amendment	Federal HUD	\$ 199,207	09/01/12 – 06/30/13
1 st Amendment	State MHSA/Prop 63	\$ 232,420	07/01/12 – 06/30/13
1 st Amendment	FQHC General Fund	\$ 55,045	07/01/12 – 06/30/13
		\$16,239,222	
	Contingency	\$ 1,132,591	07/01/10 – 06/30/13
		\$17,371,813	

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

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

Department of Public Health Contract Budget Summary by Program
(HUH, HPS, HHS, CHPP AND MCAH)

A	B	C	D	E	F	G	H	I	J	K	L	
1	Check one:							Appendix B Page 3				
2	<input type="checkbox"/> New		<input checked="" type="checkbox"/> Renewal		<input type="checkbox"/> Modification			Appendix Term: 7/1/10 - 6/30/13				
3	If modification, Effective Date of Mod.				No. of Mod.							
4	FISCAL YEAR: 2010-2011			SUBMISSION DATE:			DPH1					
5	LEGAL ENTITY/ ORGANIZATION NAME: Tides Center							VENDOR ID (DPH USE ONLY):				
6	LEGAL ENTITY CODE: (CBHS Only)											
7	CONTRACTOR/ PROVIDER NAME:											
8	PROGRAM/ PROVIDER NAME:											
9				A-1/B-1	A-1/B-1a	A-1/B-1b	A-1/B-1c					
10	APPENDIX NUMBER (Narrative/ Budget)											
11	APPENDIX TERM:			7/1/10 - 6/30/11	7/1/10 - 6/30/11	9/1/10 - 6/30/11	7/1/10 - 6/30/11	TOTALS				
12	EXPENSES:											
13	SALARIES & EMPLOYEE BENEFITS			30,173	175,049	120,336	1,655,661	1,981,219				
14	OPERATING EXPENSE			24,871	57,371	78,871	1,003,750	1,164,864				
15	CAPITAL OUTLAY (COST \$5,000 AND OVER)							0				
16	SUBTOTAL DIRECT COSTS			55,045	232,420	199,207	2,659,411	3,146,083				
17	INDIRECT COST AMOUNT:			0	0	0	0	0				
18	INDIRECT RATE:			0.0%	0.0%	0.0%	0.0%					
19	TOTAL EXPENSES:			55,045	232,420	199,207	2,659,411	3,146,083				
20												
21	REVENUES:											
22												
23	HOUSING & URBAN HEALTH (HUH) FUNDING SOURCES:											
24	Prop. 63/ MHA				232,420			232,420				
25	SAMSHA Grant							0				
26	HUD Grant					199,207		199,207				
27	DOJ Grant							0				
28	RWPA Grant							0				
29	HSA Work Order							0				
30	General Fund						2,659,411	2,659,411				
31	FOHC			55,045				55,045				
32								0				
33	TOTAL HOUSING & URBAN TOTAL HOUSING			55,045	232,420	199,207	2,659,411	3,146,083				
34												
35	HIV PREVENTION SECTION (HPS) FUNDING SOURCES:											
40	TOTAL HIV PREVENTION SECTION FUNDING			0	0	0	0	0				
41												
42	HIV HEALTH SERVICES (HHS) FUNDING SOURCES:											
50	TOTAL HIV HEALTH SERVICES FUNDING SOURCE			0	0	0	0	0				
51												
52	CHPP FUNDING SOURCES:											
61	TOTAL CHPP FUNDING SOURCES			0	0	0	0	0				
62												
63	MCAH FUNDING SOURCES:											
80	TOTAL MCAH FUNDING SOURCES			0	0	0	0	0				
81												
82	TOTAL DPH REVENUES			55,045	232,420	199,207	2,659,411	3,146,083				
83	OTHER/ NON-DPH REVENUE											
84	Rental Income - GF						1,642,990	1,642,990				
85	Rental Income - HUD					122,987		122,987				
86	Rental Income - MHA				132,890			132,890				
87	FUND RAISING							0				
88	OTHERS							0				
89	TOTAL OTHER/ NON-DPH REVENUE			0	132,890	122,987	1,642,990	1,898,867				
90												
91	TOTAL REVENUES (DPH AND NON-DPH)			55,045	365,310	322,194	4,302,401	5,044,950				
92	Prepared by: Kirk Larson - (415) 776-3474 x 100											

Department of Public Health Contract Budget Summary by Program
(HUH, HPS, HHS, CHPP AND MCAH)

A	B	C	D	E	F	G	H	I	J	K	L	
1	Check one:							Appendix B Page 4				
2	<input type="checkbox"/> New		<input checked="" type="checkbox"/> Renewal		<input type="checkbox"/> Modification			Appendix Term: 7/1/10 - 6/30/13				
3	If modification, Effective Date of Mod.				No. of Mod.							
4	FISCAL YEAR: 2011-2012			SUBMISSION DATE:			DPH1					
5	LEGAL ENTITY/ ORGANIZATION NAME: Tides Center							VENDOR ID (DPH USE ONLY):				
6	LEGAL ENTITY CODE: (CBHS Only)											
7	CONTRACTOR/ PROVIDER NAME:											
8	PROGRAM/ PROVIDER NAME:											
9			A-1/B-2	A-1/B-2a	A-1/B-2b	A-1/B-2c						
10	APPENDIX NUMBER (Narrative/ Budget)											
11	APPENDIX TERM:		7/1/11 - 6/30/12	7/1/11 - 6/30/12	9/1/11 - 6/30/12	7/1/11 - 6/30/12	TOTALS					
12	EXPENSES:											
13	SALARIES & EMPLOYEE BENEFITS		30,173	175,049	120,336	1,655,661	1,981,219					
14	OPERATING EXPENSE		24,871	57,371	78,871	1,003,750	1,164,864					
15	CAPITAL OUTLAY (COST \$5,000 AND OVER)						0					
16	SUBTOTAL DIRECT COSTS		55,045	232,420	199,207	2,659,411	3,146,083					
17	INDIRECT COST AMOUNT:		0	0	0	0	0					
18	INDIRECT RATE :		0.0%	0.0%	0.0%	0.0%						
19	TOTAL EXPENSES:		55,045	232,420	199,207	2,659,411	3,146,083					
20												
21	REVENUES:											
22												
23	HOUSING & URBAN HEALTH (HUH) FUNDING SOURCES:											
24	Prop 63/ MHSA			232,420			232,420					
25	SAMSHA Grant						0					
26	HUD Grant				132,890		132,890					
27	DOJ Grant						0					
28	RWDA Grant						0					
29	HSA Work Order						0					
30	General Fund					2,659,411	2,659,411					
31	DPHC		55,045				55,045					
32							0					
33	TOTAL HOUSING & URBAN TOTAL HOUSING		55,045	232,420	132,890	2,659,411	3,146,083					
34												
35	HIV PREVENTION SECTION (HPS) FUNDING SOURCES:											
40	TOTAL HIV PREVENTION SECTION FUNDING		0	0	0	0	0					
41												
42	HIV HEALTH SERVICES (HHS) FUNDING SOURCES:											
50	TOTAL HIV HEALTH SERVICES FUNDING SOU		0	0	0	0	0					
51												
52	CHPP FUNDING SOURCES:											
61	TOTAL CHPP FUNDING SOURCES		0	0	0	0	0					
62												
63	MCAH FUNDING SOURCES:											
80	TOTAL MCAH FUNDING SOURCES		0	0	0	0	0					
81												
82	TOTAL DPH REVENUES		55,045	232,420	199,207	2,659,411	3,146,083					
83	OTHER/ NON-DPH REVENUE											
84	Rental Income - GF					1,642,990	1,642,990					
85	Rental Income - HUD				122,987		122,987					
86	Rental Income - MHSA			132,890			132,890					
87	FUND RAISING						0					
88	OTHERS						0					
89	TOTAL OTHER/ NON-DPH REVENUE		0	132,890	122,987	1,642,990	1,898,867					
90												
91	TOTAL REVENUES (DPH AND NON-D		55,045	365,310	322,194	4,302,401	5,044,950					
92	Prepared by: Kirk Larson - (415) 776-3474 x 100											

Check one: <input type="checkbox"/> New <input checked="" type="checkbox"/> Renewal <input type="checkbox"/> Modification					Appendix B Page 5		
If modification, Effective Date of Mod. _____ No. of Mod. _____					Appendix Term: 7/1/10 - 6/30/13		
FISCAL YEAR: 2012-2013 SUBMISSION DATE: _____				DPH1			
LEGAL ENTITY/ ORGANIZATION NAME: Tides Center					VENDOR ID (DPH USE ONLY): _____		
LEGAL ENTITY CODE: (CBHS Only) _____							
CONTRACTOR/ PROVIDER NAME: _____							
PROGRAM/ PROVIDER NAME: _____							
	A-1/B-3	A-1/B-3a	A-1/B-3b	A-1/B-3c			
APPENDIX NUMBER (Narrative/ Budget)							
APPENDIX TERM:	7/1/12 - 6/30/13	7/1/12 - 6/30/13	9/1/12 - 6/30/13	7/1/12 - 6/30/13			TOTALS
EXPENSES:							
SALARIES & EMPLOYEE BENEFITS	30,173	175,049	120,336	1,655,661			1,981,219
OPERATING EXPENSE	24,871	57,371	78,871	1,003,750			1,164,864
CAPITAL OUTLAY (COST \$5,000 AND OVER)							0
SUBTOTAL DIRECT COSTS	55,045	232,420	199,207	2,659,411			3,146,083
INDIRECT COST AMOUNT:	0	0	0	0			0
INDIRECT RATE:	0.0%	0.0%	0.0%	0.0%			0
TOTAL EXPENSES:	55,045	232,420	199,207	2,659,411			3,146,083
REVENUES:							
HOUSING & URBAN HEALTH (HUH) FUNDING SOURCES:							
Prop. 63/ MHA		232,420					232,420
SAMSHA Grant							0
HUD Grant			199,207				199,207
DOJ Grant							0
PA Grant							0
Work Order							0
General Fund				2,659,411			2,659,411
FOHC	55,045						55,045
TOTAL HOUSING & URBAN TOTAL HOUSING	55,045	232,420	199,207	2,659,411			3,146,083
HIV PREVENTION SECTION (HPS) FUNDING SOURCES:							
TOTAL HIV PREVENTION SECTION FUNDING	0	0	0	0			0
HIV HEALTH SERVICES (HHS) FUNDING SOURCES:							
TOTAL HIV HEALTH SERVICES FUNDING	0	0	0	0			0
CHPP FUNDING SOURCES:							
TOTAL CHPP FUNDING SOURCES	0	0	0	0			0
MCAH FUNDING SOURCES:							
TOTAL MCAH FUNDING SOURCES	0	0	0	0			0
TOTAL DPH REVENUES	55,045	232,420	199,207	2,659,411			3,146,083
OTHER/ NON-DPH REVENUE							
Rental Income - GF				1,642,990			1,642,990
Rental Income - HUD			122,987				122,987
Rental Income - MHA		132,890					132,890
FUND RAISING							0
OTHERS							0
TOTAL OTHER/ NON-DPH REVENUE	0	132,890	122,987	1,642,990			1,898,867
TOTAL REVENUES (DPH AND NON-DPH)	55,045	365,310	322,194	4,302,401			5,044,950

BUDGET JUSTIFICATION Tides Center - DISH (FQHC)

Salaries and Benefits

Janitor

Under the supervision of the General Manager and the Facilities Manager, maintains the general cleanliness of the building interior and exterior.

Minimum Qualifications: 1 year or more in janitorial work required.

Experience with customer service provision or client relations preferred. Experience and willingness to work in a team environment required. Professional training may substitute for experience.

Annual Salary \$20,000 x .80 FTE = \$16,000

Facilities Manager

Under the supervision of the Facilities Director, the Facilities Managers will serve as supervisors and foreperson of three buildings each for all maintenance work in collaboration with the Facilities Director, the Maintenance Workers, and the General Managers. FMs will work with contractors, vendors, and others to ensure proper, cost-effective, and proactive maintenance of each building.

Minimum Qualifications: 5 years or more in skilled maintenance work required.

Experience with personnel management and staff training required.
Experience with customer service provision or client relations preferred.

Annual Salary \$ 27,495 x .20 FTE = \$5,499

Maintenance Worker

Under the supervision of the Facilities Director and Facilities Managers, performs preventive, corrective, emergency, cosmetic and routine maintenance.

Minimum Qualifications: 2 years or more in skilled maintenance work required.

Experience with customer service provision or client relations preferred.

Annual Salary \$ 18,910 x .10 FTE = \$1,891

Total Salaries

\$23,390

\$23,390 =

\$6,783

Tides Center's fringe benefits rate of 29% includes the following: payroll taxes (FICA at 7.45% and SUI at .15%), workers comp at 6.6%, life insurance @ .5%, health/dental/vision coverage @ 12%, and 2% defined contribution. Also included here is a \$50 per employee payroll processing fee charged to Tides by the payroll service provider.

TOTAL SALARIES & BENEFITS

\$30,173

Operating Expenses

Occupancy:

Gas and Electric:

Monthly gas and electric service at HUH clinic

Current average monthly expense \$800 X 12 months \$9,600

Water and Sewer:

Monthly water and sewer utility costs at HUH Clinic

Current monthly expenses plus 13% scheduled SFPUC increase \$84 x 12 months \$1,008

Building/Unit Repair & Replacement:

The line captures expenses for all required, periodic inspections, periodic maintenance and repair of building systems (plumbing, electrical, etc.), use of outside contractors for other building maintenance repairs including emergency repairs and other costs.

Annual repair allowance = \$2,579

Trash Removal:

Monthly trash removal..

\$434 monthly trash removal x 12= \$5,208

Total Occupancy: \$18,395

Materials and Supplies:

Community Building and Eviction Prevention:

Support for HUH clinic supervisor to cover expenses related to the provision of services at the clinic.

Annual Allowance = \$2,400

Total Materials and Supplies: \$2,400

Other:

Administrative Fee / Fiscal Sponsorship: Tides Center provides full set of fiscal, human resource, and related infrastructure services.

8% of direct costs \$4,077

Total Other: \$4,077

TOTAL OPERATING EXPENSES \$24,872

TOTAL DIRECT COSTS \$55,045

INDIRECT COSTS

TOTAL INDIRECT COSTS \$0

APPENDIX TOTAL \$55,045

	A	B	C	D	E	F	G	H	I
1	Contractor Name:	Tides Center - DISH				Appendix B-1a			Page 1
2	Contract Term:	July 1, 2010 - June 30, 2013				Appendix Term:			7/1/10 - 6/30/11
3	Funding Source:	MHSA/ Prop 63							
5	SFDPH AIDS OFFICE CONTRACT								
6	UOS COST ALLOCATION BY SERVICE MODE								
8	SERVICE MODES								
9	Personnel Expenses		Prop. Mgmt. Days						
10	Position Titles	FTE	Salaries	% FTE	Salaries	% FTE	Salaries	% FTE	Contract Totals
11	General Manager	1.00	\$33,084	100%					\$ 33,084
13	Desk Clerk	4.60	\$84,162	100%					\$ 84,162
14	Janitor	1.00	\$18,451	100%					\$ 18,451
23	Total FTE & Total Salaries	6.60	135,697	100%					\$ 135,697
24	Fringe Benefits	29%	39,352	100%					\$ 39,352
25	Total Personnel Expenses		175,049	100%					\$ 175,049
26									
27	Operating Expenses		Expenditure	%					Contract Total
28									
29	Occupancy		\$56,100	100%					\$ 56,100
30	Materials and Supplies		\$1,271	100%					\$ 1,271
31	General Operating								
32	Staff Travel								
33	Consultants / Subcontractors								
34	Other								
35	Repairs and Maintenance Reserve								
36	Total Operating Expenses		\$57,371	100%					\$57,371
37									
38	Total Direct Expenses		232,420	100%					232,420
39	Indirect Expenses								0
40	TOTAL EXPENSES		\$ 232,420	100%					\$232,420
41									
42	Number of Units of Service (UOS) per Service Mode		9,198						9,198
43	Cost Per Unit of Service by Service Mode		\$25.27						
44	Number of Unduplicated Clients (UDC) per Service Mode		31						
45									
46	DPH #1A(1)								Rev. 05/2010

BUDGET JUSTIFICATION
Tides Center - DISH

Salaries and Benefits

General Manager

Under the supervision of the Director, the General Manager is responsible for the overall operation of the property, and the day-to-day implementation of policies, procedures and programs that ensure a well-managed, well-maintained building; ensures compliance with all applicable laws and regulations; maintains acceptable occupancy level and develops a supportive environment for all residents; manages onsite staff and their duties, interacts with and supervises vendors. Collaborates with onsite support services providers and DPH in pursuit of excellence.

*Minimum Qualifications: 2 years of managerial or project administration experience required.
Demonstrated experience in leadership, management, and supervision required.
Extensive experience with customer service provision or client relations required.
Experience and eagerness to work in a team environment required.
Previous property management experience a plus.
Professional training may substitute for experience.*

Annual Salary \$ 33,084 x 1.00 FTE = \$33,084

Desk Clerk

Under the supervision of the General Manager, the Desk Clerks represent property management by greeting tenants and visitors, monitoring building safety and traffic, and communicating appropriately with residents, guests, service providers and staff.

*Minimum Qualifications: General office experience preferred.
Experience with customer service provision or client relations preferred. Ability to read, write and follow instructions. Ability to answer telephone and greet tenants and guests clearly and professionally. Ability to write messages, incident reports, and other notes and documents legibly and accurately. Ability to multi-task in a fast paced work environment, and ability to prioritize among competing pressing issues. Ability to manage expectations and meet deadlines in a timely and effective manner*

Annual Salary \$ 18,296 x 4.60 FTE = \$84,162

Janitor

Under the supervision of the General Manager and the Facilities Manager, maintains the general cleanliness of the building interior and exterior.

*Minimum Qualifications: 1 year or more in janitorial work required.
Experience with customer service provision or client relations preferred. Experience and willingness to work in a team environment required. Professional training may substitute for experience.*

Annual Salary \$ 18,451 x 1.00 FTE = \$18,451

Total Salaries

\$135,697

\$135,697 = \$39,352

Tides Center's fringe benefits rate of 29% includes the following: payroll taxes (FICA at 7.45% and SUI at .15%), workers comp at 6.6%, life insurance @ .5%, health/dental/vision coverage @ 12%, and 2% defined contribution. Also included here is a \$50 per employee payroll processing fee charged to Tides by the payroll service provider.

TOTAL SALARIES & BENEFITS \$175,049

Operating Expenses

Occupancy:

Gas and Electric:

Monthly gas and electric service at Camelot Hotel

Current average monthly expense \$906 x 12 months \$ 10,872

Water and Sewer:

Monthly water and sewer utility costs at Camelot Hotel

Current monthly expenses plus 13% scheduled SFPUC increase \$634 x 12 months \$ 7,608

Building/Unit Repair & Replacement:

The line captures expenses for all required, periodic inspections, periodic maintenance and repair of building systems (plumbing, electrical, etc.), use of outside contractors for other building maintenance repairs including emergency repairs and other costs related to unit make-ready and rehab work. These costs vary by site and there is an allowance for unexpected repairs.

Total costs at Camelot Hotel + allowance for emergencies = \$ 6,803

Building Supplies:

Includes all maintenance and janitorial supplies for Camelot Hotel. Also includes furniture, bedding, appliances, flooring supplies for unit make ready work as well as uniforms for maintenance staff across the six sites and necessary equipment or tool purchases for completing needed maintenance work at Camelot Hotel.

Make Ready work on 15 units @ \$1,112 per unit + \$1,898 for Janitorial supplies \$ 18,578

Elevator Maintenance:

Based on current costs, this line item includes monthly service fee, inspection and certification fees, and repairs, for the five buildings with elevators.

Monthly Service \$48 x 12 months + Annual Repair allowance \$2,223 = \$ 2,799

Pest Control:

Regular building pest control services

Trash Removal:

Monthly trash removal plus periodic rental of debris boxes.

Monthly trash removal \$121 x 12 months + \$454 x 2 debris boxes= \$ 2,360

Telephone & Cable:

Budget is based on current expenses, including office telephones for DISH and Services Teams, voicemail for DISH and Services Team, internet costs for DISH and Services Teams, and cable TV fees for community spaces and maintenance and repair costs for phone

Cable TV \$54 x 12 months buildings +Telephone/ internet service \$492 x 12 months + annual repair allowance \$528 = \$ 7,080

Total Occupancy: \$56,100

Materials and Supplies:

Community Building and Eviction Prevention:

DISH sponsored activities for tenants, community meetings etc. and other expenses related to building community and preventing eviction.

Annual allowance = \$ 1,271

Total Materials and Supplies:

\$1,271

TOTAL OPERATING EXPENSES

\$57,371

TOTAL DIRECT COSTS

\$232,420

INDIRECT COSTS

TOTAL INDIRECT COSTS

\$0

\$0

APPENDIX TOTAL

\$232,420

	A	B	C	D	E	F	G	H	I
1	Contractor Name:	Tides Center - DISH				Appendix B-1b			Page 1
2	Contract Term:	July 1, 2010 - June 30, 2013				Appendix Term:			9/1/10 - 6/30/11
3	Funding Source:	HUD Grant							
4	SFDPH AIDS OFFICE CONTRACT								
5	UOS COST ALLOCATION BY SERVICE MODE								
6									
7									
8	SERVICE MODES								
9	Personnel Expenses	Prop. Mgmt. Days							
10	Position Titles	FTE	Salaries	% FTE	Salaries	% FTE	Salaries	% FTE	Contract Totals
11	General Manager	0.90	\$29,291	100%					\$ 29,291
12	Assistant General Manager	0.30	\$6,075	100%					\$ 6,075
13	Desk Clerk	2.30	\$40,940	100%					\$ 40,940
14	Janitor	0.90	\$16,979	100%					\$ 16,979
15	Total FTE & Total Salaries	4.40	93,285	100%					\$ 93,284
16	Fringe Benefits	29%	27,051	100%					\$ 27,052
17	Total Personnel Expenses		120,336	100%					\$ 120,336
18									
19	Operating Expenses		Expenditure	%					Contract Total
30	Occupancy		\$72,126	100%					\$72,126
31	Materials and Supplies		\$1,845	100%					\$1,845
32	General Operating		\$4,900	100%					\$4,900
33	Staff Travel								
34	Consultants / Subcontractors								
35	Other								
36	Repairs and Maintenance Reserve								
37									
40	Total Operating Expenses		\$78,871	100%					\$78,871
41									
42	Total Direct Expenses		199,207	100%					199,207
43	Indirect Expenses								0
44	TOTAL EXPENSES		\$ 199,207	100%					\$199,207
45									
46	Number of Units of Service (UOS) per Service Mode		11,497						11,497
47	Cost Per Unit of Service by Service Mode		\$17.33						
48	Number of Unduplicated Clients (UDC) per Service Mode		35						
49									
50	DPH #1A(1)								Rev. 05/2010

BUDGET JUSTIFICATION

Tides Center - DISH (HUD)

Salaries and Benefits

General Manager

Under the supervision of the Director, the General Manager is responsible for the overall operation of the property, and the day-to-day implementation of policies, procedures and programs that ensure a well-managed, well-maintained building; ensures compliance with all applicable laws and regulations; maintains acceptable occupancy level and develops a supportive environment for all residents; manages onsite staff and their duties, interacts with and supervises vendors. Collaborates with onsite support services providers and DPH in pursuit of excellence.

Minimum Qualifications: 2 years of managerial or project administration experience required. Demonstrated experience in leadership, management, and supervision required. Extensive experience with customer service provision or client relations required. Experience and eagerness to work in a team environment required. Previous property management experience a plus. Professional training may substitute for experience.

Annual Salary \$32,545 x .90 FTE = \$29,291

Assistant General Manager

Under the supervision of the General Manager, assists with all aspects of property management. Responsibilities include assisting with rent collection and reporting, work order coordination, tenant communication, tenant activities, and other aspects of building operations. AGMs also serve as front desk clerks for two shifts per week.

Minimum Qualifications: 2 years of project administration experience preferred. Experience with customer service provision or client relations required.

Annual Salary \$ 20,250 x .30 FTE = \$6,075

Desk Clerk

Under the supervision of the General Manager, the Desk Clerks represent property management by greeting tenants and visitors, monitoring building safety and traffic, and communicating appropriately with residents, guests, service providers and staff.

Minimum Qualifications: General office experience preferred. Experience with customer service provision or client relations preferred. Ability to read, write and follow instructions. Ability to answer telephone and greet tenants and guests clearly and professionally. Ability to write messages, incident reports, and other notes and documents legibly and accurately. Ability to multi-task in a fast paced work environment, and ability to prioritize among competing pressing issues. Ability to manage expectations and meet deadlines in a timely and effective manner

Annual Salary \$17,800 x 2.30 FTE = \$40,940

Janitor

Under the supervision of the General Manager and the Facilities Manager, maintains the general cleanliness of the building interior and exterior.

Minimum Qualifications: 1 year or more in janitorial work required. Experience with customer service provision or client relations preferred. Experience and willingness to work in a team environment required. Professional training may substitute for experience.

Annual Salary \$ 18,865 x .90 FTE = \$16,979

Total Salaries \$93,285

of \$93,285 = \$27,051

Tides Center's fringe benefits rate of 29% includes the following: payroll taxes (FICA at 7.45% and SUI at .15%), workers comp at 6.6%, life insurance @ .5%, health/dental/vision coverage @ 12%, and 2% defined contribution. Also included here is a \$50 per employee payroll processing fee charged to Tides by the payroll service provider.

TOTAL SALARIES & BENEFITS \$120,336

Operating Expenses

Occupancy:

Gas and Electric:

Monthly gas and electric service at Empress Hotel
Current average monthly expense \$1,563 X 10 months \$15,630

Water and Sewer:

Monthly water and sewer utility costs at Empress Hotel
Current monthly expenses plus 13% scheduled SFPUC increase \$1,375 x 10 months \$13,750

Building/Unit Repair & Replacement:

The line captures expenses for all required, periodic inspections, periodic maintenance and repair of building systems (plumbing, electrical, etc.), use of outside contractors for other building maintenance repairs including emergency repairs and other costs related to unit make-ready and rehab work. These costs vary by site and there is an allowance for unexpected repairs.
Total annual costs + allowance for emergencies = \$4,504

Building Supplies:

Includes all maintenance and janitorial supplies for Empress Hotel. Also includes furniture, bedding, appliances, flooring supplies for unit make ready work as well as uniforms for maintenance staff across the six sites and necessary equipment or tool purchases for completing needed maintenance work at Empress Hotel.

Make Ready work on 7 units @ \$1,112 per unit + \$470 for Janitorial supplies \$8,254

Elevator Maintenance:

Based on current costs, this line item includes monthly service fee, inspection and certification fees, and repairs, for the five buildings with elevators.

Monthly Service \$100 x 10 months+ Repairs \$2,810 = \$3,810

Pest Control:

Regular building pest control services including inspections, pest prevention and treatment, and tenant unit treatment and rehab as necessary.

Monthly inspections at Empress Hotel \$500 x 10 months + annual allowance for treatments \$1,365 = \$6,365

Trash Removal:

Monthly trash removal plus periodic rental of debris boxes.

\$1,265 x 10 months or monthly trash removal + \$683.00 x 1 debris box= \$13,333

Telephone & Cable:

Budget is based on current expenses, including office telephones for DISH and Services Teams, voicemail for DISH and Services Team, internet costs for DISH and Services Teams, and cable TV fees for Empress Hotel

Cable TV @ \$141 x 10 months + Telephone/ internet service @ \$508 x 10 months = \$6,480

Total Occupancy: \$72,126

Materials and Supplies:

Office Supplies:

General office supplies including printing & duplicating for DISH & Support Services, postage printer supplies, computer supplies, office furniture etc.

Printing and Duplicating \$152 x 10 months + miscellaneous offices supplies @ \$325 \$ 1,845

Total Materials and Supplies: \$1,845

General Operating:

Legal:

Attorney Fees and court costs for tenant ten-day notices, stipulated agreements and eviction proceedings.

Expected annual costs = \$ 4,900

Total General Operating: \$4,900

TOTAL OPERATING EXPENSES \$78,871

TOTAL DIRECT COSTS \$199,207

INDIRECT COSTS

TOTAL INDIRECT COSTS \$0

APPENDIX TOTAL \$199,207

BUDGET JUSTIFICATION Tides Center - DISH (GF)

Salaries and Benefits

General Manager

Under the supervision of the Director, the General Manager is responsible for the overall operation of the property, and the day-to-day implementation of policies, procedures and programs that ensure a well-managed, well-maintained building; ensures compliance with all applicable laws and regulations; maintains acceptable occupancy level and develops a supportive environment for all residents; manages onsite staff and their duties, interacts with and supervises vendors. Collaborates with onsite support services providers and DPH in pursuit of excellence.

Minimum Qualifications: 2 years of managerial or project administration experience required. Demonstrated experience in leadership, management, and supervision required. Extensive experience with customer service provision or client relations required. Experience and eagerness to work in a team environment required. Previous property management experience a plus. Professional training may substitute for experience.

Annual Salary \$ 32,230 x 4.20 FTE = \$135,366

Assistant General Manager

Under the supervision of the General Manager, assists with all aspects of property management. Responsibilities include assisting with rent collection and reporting, work order coordination, tenant communication, tenant activities, and other aspects of building operations. AGMs also serve as front desk clerks for two shifts per week.

Minimum Qualifications: 2 years of project administration experience preferred. Experience with customer service provision or client relations required.

Annual Salary \$ 21,925 x 5.80 FTE = \$127,165

Desk Clerk

Under the supervision of the General Manager, the Desk Clerks represent property management by greeting tenants and visitors, monitoring building safety and traffic, and communicating appropriately with residents, guests, service providers and staff.

Minimum Qualifications: General office experience preferred. Experience with customer service provision or client relations preferred. Ability to read, write and follow instructions. Ability to answer telephone and greet tenants and guests clearly and professionally. Ability to write messages, incident reports, and other notes and documents legibly and accurately. Ability to multi-task in a fast paced work environment, and ability to prioritize among competing pressing issues. Ability to manage expectations and meet deadlines in a timely and effective manner

Annual Salary \$ 18,136 x 20.30 FTE = \$368,161

Janitor

Under the supervision of the General Manager and the Facilities Manager, maintains the general cleanliness of the building interior and exterior.

Minimum Qualifications: 1 year or more in janitorial work required.

Experience with customer service provision or client relations preferred. Experience and willingness to work in a team environment required. Professional training may substitute for experience.

Annual Salary \$ 18,775 x 7.30 FTE = \$137,058

Relief staffing & Adjustments

This line item is intended to cover any necessary site-based relief staffing, including temporary janitors, temporary maintenance workers, contingency desk clerks, as well as any necessary equity adjustments and other staffing issues.

Minimum Qualifications: N/A

N/A \$29,654

Director

The Directors are responsible for the leadership of DISH, including implementation of the mission of the DAH and provision of excellent property management service. The Directors oversee site operations, team building and staff professional development, interagency collaboration, program development, vendor relations, policy, infrastructure and information technology. In addition, the Directors will work in collaboration with the Tides Center to provide effective human resources services and financial management and accounting.

Minimum Qualifications: College Degree required.

Extensive Experience with supportive housing and harm reduction required.

Leadership and personnel management experience required.

Experience with customer service provision or client relations preferred.

Annual Salary \$ 70,779 x 1.80 FTE = \$127,402

Deputy Director

Under the supervision of a Director, Deputy Director is responsible for budget management, occupancy data collection and reporting, outcome measurement and contract reporting, IT coordination with sites, managing the operations manager and central office, and working with the Directors on a range of projects. Collaborates with site staff on rent payments, delinquencies, and reconciliations.

Minimum Qualifications: Administrative and project management experience required.

College degree or equivalent experience preferred.

Supervision and start-up experience preferred.

Experience with customer service provision or client relations preferred

Annual Salary \$ 48,195 x 1.00 FTE = \$48,195

Operations Manager

Under supervision of the Deputy Director, the Operations Manager is responsible for day-to-day smooth operations of the central office, including systems, office machines, supplies, and facilities coordination. Coordinates day-to-day bookkeeping in collaboration with the Tides Center, including payables and receivables. Assists with occupancy data collection and reporting, manages HR coordination with Tides, and manages other projects.

Minimum Qualifications: College degree or equivalent experience preferred. One year of administrative and project management experience required. Professional training may substitute for experience. Ease and efficiency with Microsoft Office software suite, including extensive experience with Word and Excel and email management. Experience in creating forms and managing shared electronic folders across a network. Database and basic website experience a plus. Experience with customer service provision or client relations preferred.

Annual Salary \$ 29,345 x 1.00 FTE = \$29,345

Facilities Director

Under the supervision of the Director, the Facilities Director will manage the maintenance team for all buildings. Responsibilities include personnel management, budget oversight, work order planning, proactive coordination of well-maintained buildings, vendor relationships, team coordination with general managers, and on-site maintenance work and training. Manages Assistant Facilities Managers, and Roving Janitors.

Minimum Qualifications: 5 years or more in skilled maintenance work required.
Experience with personnel management and staff training required.
Experience with customer service provision or client relations preferred

Annual Salary \$ 49,676 x 1.00 FTE = \$49,676

Facilities Manager

Under the supervision of the Facilities Director, the Facilities Managers will serve as supervisors and foreperson of three buildings each for all maintenance work in collaboration with the Facilities Director, the Maintenance Workers, and the General Managers. FMs will work with contractors, vendors, and others to ensure proper, cost-effective, and proactive maintenance of each building.

Minimum Qualifications: 5 years or more in skilled maintenance work required.
Experience with personnel management and staff training required.
Experience with customer service provision or client relations preferred.

Annual Salary \$ 35,867 x 1.80 FTE = \$64,561

Maintenance Worker

Under the supervision of the Facilities Director and Facilities Managers, performs preventive, corrective, emergency, cosmetic and routine maintenance.

Minimum Qualifications: 2 years or more in skilled maintenance work required.
Experience with customer service provision or client relations preferred.

Annual Salary \$ 23,572 x 5.90 FTE = \$139,075

Facilities OM/Project Associate

Under the supervision of the Facilities Manager, the Facilities Office Manager/Project Associate will coordinate administrative functions of the Facilities team, including contract and vendor coordination, inventory, bill paying, team scheduling, work orders, and other central administrative functions. This position will also manage various experience required, experience in construction and or maintenance offices a plus. Type 30-40 WPM.

Proficiency with MS Office tools including MS Project Manager; computer literacy with a command of other office software including spreadsheets, word processing and database applications. Excellent verbal and written communication skills.

Annual Salary \$ 27,801 x 1.00 FTE = \$27,801

Total Salaries **\$1,283,458**

1,283,458 = **\$372,203**

Tides Center's fringe benefits rate of 29% includes the following: payroll taxes (FICA at 7.45% and SUI at .15%), workers comp at 6.6%, life insurance @ .5%, health/dental/vision coverage @ 12%, and 2% defined contribution. Also included here is a \$50 per employee payroll processing fee charged to Tides by the payroll service provider.

TOTAL SALARIES & BENEFITS \$1,655,661

Operating Expenses

Occupancy:

Rent:

Office Rent: This line item includes space rent costs for the DISH Central and Facilities Central Office (\$2,670/month), and the Star Commercial space (\$1,978), including slight increases during the contract year.

Combined monthly rent at 3 locations including rent increases: \$2,887 x 12 months \$34,644

Gas and Electric:

Monthly gas and electric service at 6 properties, and the Facilities Central office

Current average monthly expense at 7 sites \$6,207 x 12 months \$74,484

Water and Sewer:

Monthly water and sewer utility costs at 6 properties

Current monthly expenses at 6 sites plus 13% scheduled SFPUC increase \$9,153 x 12 months \$109,836

Building/Unit Repair & Replacement:

The line captures expenses for all required, periodic inspections, periodic maintenance and repair of building systems (plumbing, electrical, etc.), use of outside contractors for other building maintenance repairs including emergency repairs and other costs related to unit make-ready and rehab work. These costs vary by site and there is an allowance for unexpected repairs.

Total costs at each of 7 sites (variable) + allowance for emergencies = \$83,173

Building Supplies:

Includes all maintenance and janitorial supplies for the 6 sites. Also includes furniture, bedding, appliances, flooring supplies for unit make ready work as well as uniforms for maintenance staff across the six sites and necessary equipment or tool purchases for completing needed maintenance work across the six sites.

Make Ready work on 85 units @ \$1,200 per unit + \$1,000 X 6 sites' Janitorial supplies + \$867 x 1 for HUH Clinic \$108,867

Elevator Maintenance:

Based on current costs, this line item includes monthly service fee, inspection and certification fees, and repairs, for the five buildings with elevators.

Monthly Service + Repairs \$4,204 x 5 elevators= \$21,020

Pest Control:

prevention and treatment, and tenant unit treatment and rehab as necessary.

Monthly inspections at 6 sites (\$27,417) + Move In inspections for 75 units @ \$80 per + treatments for 100 units @ \$600 per = \$93,417

Trash Removal:

Monthly trash removal plus periodic rental of debris boxes.

\$8,200 x 6 sites for monthly trash removal + \$683.00 x 10 debris boxes= \$56,030

Telephone & Cable:

Budget is based on current expenses, including office telephones for DISH and Services Teams, voicemail for DISH and Services Team, internet costs for DISH and Services Teams, DISH's organization-wide cellular phone plan, and cable TV fees for community spaces and maintenance and repair costs for phone systems. This line also includes monthly costs for web-based email and document storage

Email and document storage \$1,700+ Cable TV \$1,147 X 6 buildings (\$6,884) + Telephone service \$5,914 x 8 sites (\$47,315) = \$55,899

Total Occupancy: \$637,370

Materials and Supplies:

Office Supplies:

General office supplies including printing & duplicating for DISH & Support Services, postage printer supplies, computer supplies, office furniture etc.

Printing and Duplicating \$3,450 x 7 sites (6 properties + DISH Central) = \$24,150 + computer and equipment replacement \$3,443 + miscellaneous offices supplies \$1,123 x 8 sites (6 properties + DISH Central + Facilities Central) = \$8,985 \$36,577

Community Building and Eviction Prevention:

DISH sponsored activities for tenants, community meetings etc. and other expenses related to building community and preventing eviction.

\$1,030 X 6 properties \$6,180

On Site Services:

Support Services Teams led tenant activities, services and programs including Food Bank programs, holiday celebrations, community building activities, Sharps container services, Americorps volunteers that support the delivery of services etc., pest control support and eviction prevention expenses.

General support for services teams \$1,150 x 6 sites + community building \$1,720 x 6 sites + Food Bank programs \$1,354 x 6 sites + Sharps container service \$488 x 6 sites + americorps volunteers @ \$6,722 each x 2= \$41,716

Total Materials and Supplies: \$84,473

General Operating:
Insurance:
 Cost to insure Tides Center for DISH activities, including general liability, property, and related insurance costs
 Annual Cost of coverage = \$21,625

Staff Development:
 Trainings, workshops and related expenses for team building, employee professional development and increased quality of service
 bi-monthly all staff trainings @ \$1,200 x 6 + management staff trainings @ \$1,400 x 2 + misc. training and development @ \$2,356 = \$12,356

Credit Reports:
 Background checks (credit history, public records search and criminal) for housing applicants.
 75 applicants x \$55 = \$4,130

Staff Recruiting:
 Open staff position advertising and related costs, background checks on new hires etc.
 \$110 x 20 positions = \$2,200

Legal:
 Attorney Fees and court costs for tenant ten-day notices, stipulated agreements and eviction proceedings.
 \$4,025 annual allowance x 6 sites = \$24,150

Total General Operating \$64,461

Staff Travel (Local & Out of Town):
 Local travel required for work (non-commuter expenses) including public transportation, mileage, parking etc.
 Annual allowance across DISH = \$431

Total Staff Travel \$431

Consultants/Subcontractors:
 Includes anticipated costs of professional services including IT support, building and design specialists, organizational development, etc.
 IT allowance across DISH @ \$7,111 + Office alarm service at DISH Central \$632 + annual allowance across DISH \$13,880 = \$21,623

Total Consultants/Subcontractors \$21,623

Other:
 Administrative Fee/ Fiscal Sponsorship: Tides Center provides full set of fiscal, human resource, and related infrastructure services.
 8% of direct costs \$195,392

Total Other \$195,392

TOTAL OPERATING EXPENSES \$1,003,750

TOTAL DIRECT COSTS \$2,659,411

INDIRECT COSTS \$0

TOTAL INDIRECT COSTS \$0

APPENDIX TOTAL \$2,659,411

	A	B	C	D	E	F	G	H	I
1	Contractor Name:	Tides Center - DISH				Appendix B-2			Page 1
2	Contract Term:	July 1, 2010 - June 30, 2013				Appendix Term:			7/1/11 - 6/30/12
3	Funding Source:	General Fund - FQHC							
4									
5	SFDPH AIDS OFFICE CONTRACT								
6	UOS COST ALLOCATION BY SERVICE MODE								
7									
8	SERVICE MODES								
9	Personnel Expenses	Prop. Mgmt. Services							
10	Position Titles	FTE	Salaries	% FTE	Salaries	% FTE	Salaries	% FTE	Contract Totals
14	Janitor	0.80	\$16,000	100%					\$ 16,000
20	Facilities Manager	0.20	\$5,499	100%					\$ 5,499
21	Maintenance Worker	0.10	\$1,891	100%					\$ 1,891
23	Total FTE & Total Salaries	1.10	\$23,390	100%					\$ 23,390
24	Fringe Benefits	29%	\$6,783	100%					\$ 6,783
25	Total Personnel Expenses		\$30,173	100%					\$ 30,173
26									
27	Operating Expenses	Expenditure		%					Contract Total
28									
29	Occupancy		18,395	100%					\$ 18,395
30	Materials and Supplies		2,400	100%					\$ 2,400
31	General Operating								\$ -
32	Staff Travel								\$ -
33	Consultants / Subcontractors								\$ -
34	Other		4,077	100%					\$ 4,077
35	Repairs and Maintenance Reserve								\$ -
36	Total Operating Expenses		24,872	100%					\$ 24,872
37									
38	Total Direct Expenses		55,045	100%					55,045
39	Indirect Expenses								0
40	TOTAL EXPENSES		\$ 55,045	100%					\$55,045
41									
42	Number of Units of Service (UOS) per Service Mode		12						12
43	Cost Per Unit of Service by Service Mode		\$4,587.08						
44	Number of Unduplicated Clients (UDC) per Service Mode		N/A						
45									
46	DPH #1A(1)								Rev. 05/2010

BUDGET JUSTIFICATION
Tides Center - DISH (FQHC)

Salaries and Benefits

Janitor

Under the supervision of the General Manager and the Facilities Manager, maintains the general cleanliness of the building interior and exterior.

Minimum Qualifications: 1 year or more in janitorial work required.
Experience with customer service provision or client relations preferred. Experience and willingness to work in a team environment required. Professional training may substitute for experience.

Annual Salary \$20,000 x .8 FTE = \$16,000

Facilities Manager

Under the supervision of the Facilities Director, the Facilities Managers will serve as supervisors and foreperson of three buildings each for all maintenance work in collaboration with the Facilities Director, the Maintenance Workers, and the General Managers. FMs will work with contractors, vendors, and others to ensure proper, cost-effective, and proactive maintenance of each building.

Minimum Qualifications: 5 years or more in skilled maintenance work required.
Experience with personnel management and staff training required.
Experience with customer service provision or client relations preferred.

Annual Salary \$ 27,495 x .20 FTE = \$5,499

Maintenance Worker

Under the supervision of the Facilities Director and Facilities Managers, performs preventive, corrective, emergency, cosmetic and routine maintenance.

Minimum Qualifications: 2 years or more in skilled maintenance work required.
Experience with customer service provision or client relations preferred.

Annual Salary \$ 18,910 x .10 FTE = \$1,891

Total Salaries

\$23,390

\$23,390 =

\$6,783

Tides Center's fringe benefits rate of 29% includes the following: payroll taxes (FICA at 7.45% and SUI at .15%), workers comp at 6.6%, life insurance @ .5%, health/dental/vision coverage @ 12%, and 2% defined contribution. Also included here is a \$50 per employee payroll processing fee charged to Tides by the payroll service provider.

TOTAL SALARIES & BENEFITS

\$30,173

Operating Expenses

Occupancy:

Gas and Electric:

Monthly gas and electric service at HUH clinic
Current average monthly expense \$800 X 12 months \$ 9,600

Water and Sewer:

Monthly water and sewer utility costs at HUH Clinic
Current monthly expenses plus 13% scheduled SFPUC increase \$84 x 12 months \$ 1,008

Building/Unit Repair & Replacement:

The line captures expenses for all required, periodic inspections, periodic maintenance and repair of building systems (plumbing, electrical, etc.), use of outside contractors for other building maintenance repairs including emergency repairs and other costs.
Annual repair allowance = \$ 2,579

Trash Removal:

Monthly trash removal.
\$434 monthly trash removal x 12= \$ 5,208

Total Occupancy: \$18,395

Materials and Supplies:

Community Building and Eviction Prevention:

Support for HUH clinic supervisor to cover expenses related to the provision of services at the clinic.
Annual Allowance = \$ 2,400

Total Materials and Supplies: \$2,400

Other:

Administrative Fee / Fiscal Sponsorship: Tides Center provides full set of fiscal, human resource, and related infrastructure services.
8% of direct costs \$ 4,077

Total Other: \$4,077

TOTAL OPERATING EXPENSES \$24,872

TOTAL DIRECT COSTS \$55,045

INDIRECT COSTS

TOTAL INDIRECT COSTS \$0

APPENDIX TOTAL \$55,045

	A	B	C	D	E	F	G	H	I	
1	Contractor Name: Tides Center - DISH					Appendix B-2a		Page 1		
2	Contract Term: July 1, 2010 - June 30, 2013					Appendix Term:		7/1/11 - 6/30/12		
3	Funding Source: MHSA/ Prop 63									
6	SFDPH AIDS OFFICE CONTRACT									
7	UOS COST ALLOCATION BY SERVICE MODE									
8	SERVICE MODES									
9	Personnel Expenses		Prop. Mgmt. Days							
10	Position Titles	FTE	Salaries	% FTE	Salaries	% FTE	Salaries	% FTE	Contract Totals	
11	General Manager	1.00	\$33,084	100%					\$ 33,084	
13	Desk Clerk	4.60	\$84,162	100%					\$ 84,162	
14	Janitor	1.00	\$18,451	100%					\$ 18,451	
23	Total FTE & Total Salaries	6.60	135,697	100%					\$ 135,697	
24	Fringe Benefits	29%	39,352	100%					\$ 39,352	
25	Total Personnel Expenses		175,049	100%					\$ 175,049	
26										
27	Operating Expenses		Expenditure	%					Contract Total	
28										
29	Occupancy		\$56,100	100%					\$ 56,100	
30	Materials and Supplies		\$1,271	100%					\$ 1,271	
31	General Operating									
32	Staff Travel									
33	Consultants / Subcontractors									
34	Other									
35	Repairs and Maintenance Reserve									
36	Total Operating Expenses		\$57,371	100%					\$57,371	
38	Total Direct Expenses		232,420	100%					232,420	
39	Indirect Expenses								0	
40	TOTAL EXPENSES		\$ 232,420	100%					\$232,420	
41										
42	Number of Units of Service (UOS) per Service Mode		9,198						9,198	
43	Cost Per Unit of Service by Service Mode		\$25.27							
44	Number of Unduplicated Clients (UDC) per Service Mode		31							
45										
46	DPH #1A(1)								Rev. 05/2010	

BUDGET JUSTIFICATION

Tides Center - DISH

Salaries and Benefits

General Manager

Under the supervision of the Director, the General Manager is responsible for the overall operation of the property, and the day-to-day implementation of policies, procedures and programs that ensure a well-managed, well-maintained building; ensures compliance with all applicable laws and regulations; maintains acceptable occupancy level and develops a supportive environment for all residents; manages onsite staff and their duties, interacts with and supervises vendors. Collaborates with onsite support services providers and DPH in pursuit of excellence.

Minimum Qualifications: 2 years of managerial or project administration experience required. Demonstrated experience in leadership, management, and supervision required. Extensive experience with customer service provision or client relations required. Experience and eagerness to work in a team environment required. Previous property management experience a plus. Professional training may substitute for experience.

Annual Salary \$ 33,084 x 1.00 FTE = \$33,084

Desk Clerk

Under the supervision of the General Manager, the Desk Clerks represent property management by greeting tenants and visitors, monitoring building safety and traffic, and communicating appropriately with residents, guests, service providers and staff.

Minimum Qualifications: General office experience preferred. Experience with customer service provision or client relations preferred. Ability to read, write and follow instructions. Ability to answer telephone and greet tenants and guests clearly and professionally. Ability to write messages, incident reports, and other notes and documents legibly and accurately. Ability to multi-task in a fast paced work environment, and ability to prioritize among competing pressing issues. Ability to manage expectations and meet deadlines in a timely and effective manner

Annual Salary \$ 18,296 x 4.60 FTE = \$84,162

Janitor

Under the supervision of the General Manager and the Facilities Manager, maintains the general cleanliness of the building interior and exterior.

Minimum Qualifications: 1 year or more in janitorial work required. Experience with customer service provision or client relations preferred. Experience and willingness to work in a team environment required. Professional training may substitute for experience.

Annual Salary \$ 18,451 x 1.00 FTE = \$18,451

Total Salaries

\$135,697

\$135,697 =

\$39,352

Tides Center's fringe benefits rate of 29% includes the following: payroll taxes (FICA at 7.45% and SU1 at .15%), workers comp at 6.6%, life insurance @ .5%, health/dental/vision coverage @ 12%, and 2% defined contribution. Also included here is a \$50 per employee payroll processing fee charged to Tides by the payroll service provider.

TOTAL SALARIES & BENEFITS

\$175,049

Operating Expenses

Occupancy:

Gas and Electric:

Monthly gas and electric service at Camelot Hotel

Current average monthly expense \$906 x 12 months \$ 10,872

Water and Sewer:

Monthly water and sewer utility costs at Camelot Hotel

Current monthly expenses plus 13% scheduled SFPUC increase \$634 x 12 months \$ 7,608

Building/Unit Repair & Replacement:

The line captures expenses for all required, periodic inspections, periodic maintenance and repair of building systems (plumbing, electrical, etc.), use of outside contractors for other building maintenance repairs including emergency repairs and other costs related to unit make-ready and rehab work. These costs vary by site and there is an allowance for unexpected repairs.

Total costs at Camelot Hotel + allowance for emergencies = \$ 6,803

Building Supplies:

Includes all maintenance and janitorial supplies for Camelot Hotel. Also includes furniture, bedding, appliances, flooring supplies for unit make ready work as well as uniforms for maintenance staff across the six sites and necessary equipment or tool purchases for completing needed maintenance work at Camelot Hotel.

Make Ready work on 15 units @ \$1,112 per unit + \$1,898 for Janitorial supplies \$ 18,578

Elevator Maintenance:

Based on current costs, this line item includes monthly service fee, inspection and certification fees, and repairs, for the five buildings with elevators.

Monthly Service \$48 x 12 months + Annual Repair allowance \$2,223 = \$ 2,799

Pest Control:

Regular building pest control services

Trash Removal:

Monthly trash removal plus periodic rental of debris boxes.

Monthly trash removal \$121 x 12 months + \$454 x 2 debris boxes = \$ 2,360

Telephone & Cable:

Budget is based on current expenses, including office telephones for DISH and Services Teams, voicemail for DISH and Services Team, internet costs for DISH and Services Teams, and cable TV fees for community spaces and maintenance and repair costs for phone

Cable TV \$54 x 12 months buildings +Telephone/ internet service \$492 x 12 months + annual repair allowance \$528 = \$ 7,080

Total Occupancy: \$56,100

Materials and Supplies:

Community Building and Eviction Prevention:

DISH sponsored activities for tenants, community meetings etc. and other expenses related to building community and preventing eviction.

Annual allowance = \$ 1,271

Total Materials and Supplies: \$1,271

TOTAL OPERATING EXPENSES \$57,371

TOTAL DIRECT COSTS \$232,420

INDIRECT COSTS

TOTAL INDIRECT COSTS \$0

APPENDIX TOTAL \$232,420

	A	B	C	D	E	F	G	H	I	
1	Contractor Name: Tides Center - DISH					Appendix B-2b		Page 1 -		
2	Contract Term: July 1, 2010 - June 30, 2013					Appendix Term:		9/1/11 - 6/30/12		
3	Funding Source: HUD									
5	SFDPH AIDS OFFICE CONTRACT									
6	UOS COST ALLOCATION BY SERVICE MODE									
8	SERVICE MODES									
9	Personnel Expenses		Prop. Mgmt. Days							
10	Position Titles	FTE	Salaries	% FTE	Salaries	% FTE	Salaries	% FTE	Contract Totals	
11	General Manager	0.90	\$29,291	100%					\$ 29,291	
12	Assistant General Manager	0.30	\$6,075	100%					\$ 6,075	
13	Desk Clerk	2.30	\$40,940	100%					\$ 40,940	
14	Janitor	0.90	\$16,979	100%					\$ 16,979	
15	Total FTE & Total Salaries	4.40	93,285	100%					\$ 93,284	
16	Fringe Benefits	29%	27,051	100%					\$ 27,052	
17	Total Personnel Expenses		120,336	100%					\$ 120,336	
19	Operating Expenses		Expenditure	%	Expenditure	%			Contract Total	
30	Occupancy		\$72,126	100%					\$72,126	
31	Materials and Supplies		\$1,845	100%					\$1,845	
32	General Operating		\$4,900	100%					\$4,900	
33	Staff Travel								\$0	
34	Consultants / Subcontractors								\$0	
35	Other								\$0	
36	Repairs and Maintenance Reserve								\$0	
40	Total Operating Expenses		\$78,871	100%					\$78,871	
42	Total Direct Expenses		199,207	100%					199,207	
43	Indirect Expenses								0	
44	TOTAL EXPENSES		\$ 199,207	100%					\$199,207	
46	Number of Units of Service (UOS) per Service Mode		11,497						11,497	
47	Cost Per Unit of Service by Service Mode		\$17.33							
48	Number of Unduplicated Clients (UDC) per Service Mode		35							
50	DPH #1A(1)								Rev. 05/2010	

BUDGET JUSTIFICATION
Tides Center - DISH (HUD)

Salaries and Benefits

General Manager

Under the supervision of the Director, the General Manager is responsible for the overall operation of the property, and the day-to-day implementation of policies, procedures and programs that ensure a well-managed, well-maintained building; ensures compliance with all applicable laws and regulations; maintains acceptable occupancy level and develops a supportive environment for all residents; manages onsite staff and their duties, interacts with and supervises vendors. Collaborates with onsite support services providers and DPH in pursuit of excellence.

Minimum Qualifications: 2 years of managerial or project administration experience required. Demonstrated experience in leadership, management, and supervision required. Extensive experience with customer service provision or client relations required. Experience and eagerness to work in a team environment required. Previous property management experience a plus. Professional training may substitute for experience.

Annual Salary \$32,545 x .90 FTE = \$29,291

Assistant General Manager

Under the supervision of the General Manager, assists with all aspects of property management. Responsibilities include assisting with rent collection and reporting, work order coordination, tenant communication, tenant activities, and other aspects of building operations. AGMs also serve as front desk clerks for two shifts per week.

Minimum Qualifications: 2 years of project administration experience preferred. Experience with customer service provision or client relations required.

Annual Salary \$ 20,250 x .30 FTE = \$6,075

Desk Clerk

Under the supervision of the General Manager, the Desk Clerks represent property management by greeting tenants and visitors, monitoring building safety and traffic, and communicating appropriately with residents, guests, service providers and staff.

Minimum Qualifications: General office experience preferred. Experience with customer service provision or client relations preferred. Ability to read, write and follow instructions. Ability to answer telephone and greet tenants and guests clearly and professionally. Ability to write messages, incident reports, and other notes and documents legibly and accurately. Ability to multi-task in a fast paced work environment, and ability to prioritize among competing pressing issues. Ability to manage expectations and meet deadlines in a timely and effective manner

Annual Salary \$17,800 x 2.30 FTE = \$40,940

Janitor

Under the supervision of the General Manager and the Facilities Manager, maintains the general cleanliness of the building interior and exterior.

Minimum Qualifications: 1 year or more in janitorial work required.

Experience with customer service provision or client relations preferred. Experience and willingness to work in a team environment required. Professional training may substitute for experience.

Annual Salary \$ 18,865 x .90 FTE = \$16,979

Total Salaries **\$93,285**

\$93,285 = \$27,051

Tides Center's fringe benefits rate of 29% includes the following: payroll taxes (FICA at 7.45% and SUI at .15%), workers comp at 6.6%, life insurance @ .5%, health/dental/vision coverage @ 12%, and 2% defined contribution. Also included here is a \$50 per employee payroll processing fee charged to Tides by the payroll service provider.

TOTAL SALARIES & BENEFITS **\$120,336**

Operating Expenses

Occupancy:
Gas and Electric:

Monthly gas and electric service at Empress Hotel
Current average monthly expense \$1,563 X 10 months \$15,630

Water and Sewer:
 Monthly water and sewer utility costs at Empress Hotel
Current monthly expenses plus 13% scheduled SFPUC increase \$1,375 x 10 months \$13,750

Building/Unit Repair & Replacement:
The line captures expenses for all required, periodic inspections, periodic maintenance and repair of building systems (plumbing, electrical, etc.), use of outside contractors for other building maintenance repairs including emergency repairs and other costs related to unit make-ready and rehab work. These costs vary by site and there is an allowance for unexpected repairs.
Total annual costs + allowance for emergencies = **\$4,504**

Building Supplies:

Includes all maintenance and janitorial supplies for Empress Hotel. Also includes furniture, bedding, appliances, flooring supplies for unit make ready work as well as uniforms for maintenance staff across the six sites and necessary equipment or tool purchases for completing needed maintenance work at Empress Hotel.

Make Ready work on 7 units @ \$1,112 per unit + \$470 for Janitorial supplies \$8,254

Elevator Maintenance:

Based on current costs, this line item includes monthly service fee, inspection and certification fees, and repairs, for the five buildings with elevators.

Monthly Service \$100 x 10 months+ Repairs \$2,810 = \$3,810

Pest Control:

Regular building pest control services including inspections, pest prevention and treatment, and tenant unit treatment and rehab as necessary.

Monthly inspections at Empress Hotel \$500 x 10 months + annual allowance for treatments \$1,365 = \$6,365

Trash Removal:

Monthly trash removal plus periodic rental of debris boxes.

\$1,265 x 10 months or monthly trash removal + \$683.00 x 1 debris box= \$13,333

Telephone & Cable:

Budget is based on current expenses, including office telephones for DISH and Services Teams, voicemail for DISH and Services Team, internet costs for DISH and Services Teams, and cable TV fees for Empress Hotel

Cable TV @ \$141 x 10 months + Telephone/ internet service @ \$508 x 10 months
 = \$6,480

Total Occupancy: \$72,126

Materials and Supplies:

Office Supplies:

General office supplies including printing & duplicating for DISH & Support Services, postage printer supplies, computer supplies, office furniture etc.

Printing and Duplicating \$152 x 10 months + miscellaneous offices supplies @ \$325 \$ 1,845

Total Materials and Supplies: \$1,845

General Operating:

Legal:

Attorney Fees and court costs for tenant ten-day notices, stipulated agreements and eviction proceedings.

Expected annual costs = \$ 4,900

Total General Operating: \$4,900

TOTAL OPERATING EXPENSES \$78,871

TOTAL DIRECT COSTS \$199,207

INDIRECT COSTS

TOTAL INDIRECT COSTS \$0

APPENDIX TOTAL \$199,207

	A	B	C	D	E	F	G	H	I
1	Contractor Name:	Tides Center - DISH						Appendix B-2c	Page 1
2	Contract Term:	July 1, 2010 - June 30, 2013						Appendix Term:	7/1/11 - 6/30/12
3	Funding Source:	General Fund							
5	SFDPH AIDS OFFICE CONTRACT								
6	UOS COST ALLOCATION BY SERVICE MODE								
8	SERVICE MODES								
9	Personnel Expenses		Prop. Mgmt. Days						
10	Position Titles	FTE	Salaries	% FTE	Salaries	% FTE	Salaries	% FTE	Contract Totals
11	General Manager	4.20	\$135,366	100%					\$ 135,366
12	Assistant General Manager	5.80	\$127,165	100%					\$ 127,165
13	Desk Clerk	20.30	\$368,161	100%					\$ 368,161
14	Janitor	7.30	\$137,058	100%					\$ 137,058
15	Relief Staffing & Adjustments	0.00	\$29,654	100%					\$ 29,654
16	Director	1.80	\$127,402	100%					\$ 127,402
17	Deputy Director	1.00	\$48,195	100%					\$ 48,195
18	Operations Manager	1.00	\$29,345	100%					\$ 29,345
19	Facilities Director	1.00	\$49,676	100%					\$ 49,676
20	Facilities Manager	1.80	\$64,561	100%					\$ 64,561
21	Maintenance Worker	5.90	\$139,075	100%					\$ 139,075
22	Facilities OM/Project Associate	1.00	\$27,801	100%					\$ 27,801
23	Total FTE & Total Salaries	51.10	\$1,283,458	100%					\$ 1,283,458
24	Fringe Benefits	29%	\$372,203	100%					\$ 372,203
25	Total Personnel Expenses		\$1,655,661	100%					\$ 1,655,661
26									
27	Operating Expenses		Expenditure	%					Contract Total
28	Occupancy		\$637,370	100%					\$637,370.00
29	Materials and Supplies		\$84,473	100%					\$84,473.00
30	General Operating		\$64,461	100%					\$64,460.60
31	Staff Travel		\$431	100%					\$431.00
32	Consultants / Subcontractors		\$21,623	100%					\$21,623.00
33	Other		\$195,392	100%					\$195,391.62
34	Repairs and Maintenance Reserve								
35	Total Operating Expenses		\$1,003,750	100%					\$1,003,749.22
36									
37	Total Direct Expenses		2,659,411	100%					2,659,411
38	Indirect Expenses								0
39	TOTAL EXPENSES		\$ 2,659,411	100%					\$2,659,411
40									
41	Number of Units of Service (UOS) per Service Mode		126,801						126,801
42	Cost Per Unit of Service by Service Mode		\$20.97						
43	Number of Unduplicated Clients (UDC) per Service Mode		392						
44									
45	DPH #1A(1)								Rev. 05/2010

BUDGET JUSTIFICATION
Tides Center - DISH (GF)

Salaries and Benefits

General Manager

Under the supervision of the Director, the General Manager is responsible for the overall operation of the property, and the day-to-day implementation of policies, procedures and programs that ensure a well-managed, well-maintained building; ensures compliance with all applicable laws and regulations; maintains acceptable occupancy level and develops a supportive environment for all residents; manages onsite staff and their duties, interacts with and supervises vendors. Collaborates with onsite support services providers and DPH in pursuit of excellence.

Minimum Qualifications: 2 years of managerial or project administration experience required. Demonstrated experience in leadership, management, and supervision required. Extensive experience with customer service provision or client relations required. Experience and eagerness to work in a team environment required. Previous property management experience a plus. Professional training may substitute for experience.

Annual Salary \$ 32,230 x 4.20 FTE = \$135,366

Assistant General Manager

Under the supervision of the General Manager, assists with all aspects of property management. Responsibilities include assisting with rent collection and reporting, work order coordination, tenant communication, tenant activities, and other aspects of building operations. AGMs also serve as front desk clerks for two shifts per week.

Minimum Qualifications: 2 years of project administration experience preferred. Experience with customer service provision or client relations required.

Annual Salary \$ 21,925 x 5.80 FTE = \$127,165

Desk Clerk

Under the supervision of the General Manager, the Desk Clerks represent property management by greeting tenants and visitors, monitoring building safety and traffic, and communicating appropriately with residents, guests, service providers and staff.

Minimum Qualifications: General office experience preferred. Experience with customer service provision or client relations preferred. Ability to read, write and follow instructions. Ability to answer telephone and greet tenants and guests clearly and professionally. Ability to write messages, incident reports, and other notes and documents legibly and accurately. Ability to multi-task in a fast paced work environment, and ability to prioritize among competing pressing issues. Ability to manage expectations and meet deadlines in a timely and effective manner

Annual Salary \$ 18,136 x 20.30 FTE = \$368,161

Janitor

Under the supervision of the General Manager and the Facilities Manager, maintains the general cleanliness of the building interior and exterior.

Minimum Qualifications: 1 year or more in janitorial work required.
Experience with customer service provision or client relations preferred. Experience and willingness to work in a team environment required. Professional training may substitute for experience.

Annual Salary \$ 18,775 x 7.30 FTE = \$137,058

Relief staffing & Adjustments

This line item is intended to cover any necessary site-based relief staffing, including temporary janitors, temporary maintenance workers, contingency desk clerks, as well as any necessary equity adjustments and other staffing issues.

Minimum Qualifications: N/A

N/A \$29,654

Director

The Directors are responsible for the leadership of DISH, including implementation of the mission of the DAH and provision of excellent property management service. The Directors oversee site operations, team building and staff professional development, interagency collaboration, program development, vendor relations, policy, infrastructure and information technology. In addition, the Directors will work in collaboration with the Tides Center to provide effective human resources services and financial management and accounting.

Minimum Qualifications: College Degree required.
Extensive Experience with supportive housing and harm reduction required.
Leadership and personnel management experience required.
Experience with customer service provision or client relations preferred.

Annual Salary \$ 70,779 x 1.80 FTE = \$127,402

Deputy Director

Under the supervision of a Director, Deputy Director is responsible for budget management, occupancy data collection and reporting, outcome measurement and contract reporting, IT coordination with sites, managing the operations manager and central office, and working with the Directors on a range of projects. Collaborates with site staff on rent payments, delinquencies, and reconciliations.

Minimum Qualifications: Administrative and project management experience required.
College degree or equivalent experience preferred.
Supervision and start-up experience preferred.
Experience with customer service provision or client relations preferred

Annual Salary \$ 48,195 x 1.00 FTE = \$48,195

Operations Manager

Under supervision of the Deputy Director, the Operations Manager is responsible for day-to-day smooth operations of the central office, including systems, office machines, supplies, and facilities coordination. Coordinates day-to-day bookkeeping in collaboration with the Tides Center, including payables and receivables. Assists with occupancy data collection and reporting, manages HR coordination with Tides, and manages other projects.

Minimum Qualifications: College degree or equivalent experience preferred. One year of administrative and project management experience required. Professional training may substitute for experience. Ease and efficiency with Microsoft Office software suite, including extensive experience with Word and Excel and email management. Experience in creating forms and managing shared electronic folders across a network. Database and basic website experience a plus. Experience with customer service provision or client relations preferred.

Annual Salary \$ 29,345 x 1.00 FTE = \$29,345

Facilities Director

Under the supervision of the Director, the Facilities Director will manage the maintenance team for all buildings. Responsibilities include personnel management, budget oversight, work order planning, proactive coordination of well-maintained buildings, vendor relationships, team coordination with general managers, and on-site maintenance work and training. Manages Assistant Facilities Managers, and Roving Janitors.

Minimum Qualifications: 5 years or more in skilled maintenance work required.
Experience with personnel management and staff training required.
Experience with customer service provision or client relations preferred

Annual Salary \$ 49,676 x 1.00 FTE = \$49,676

Facilities Manager

Under the supervision of the Facilities Director, the Facilities Managers will serve as supervisors and foreperson of three buildings each for all maintenance work in collaboration with the Facilities Director, the Maintenance Workers, and the General Managers. FMs will work with contractors, vendors, and others to ensure proper, cost-effective, and proactive maintenance of each building.

Minimum Qualifications: 5 years or more in skilled maintenance work required.
Experience with personnel management and staff training required.
Experience with customer service provision or client relations preferred.

Annual Salary \$ 35,867 x 1.80 FTE = \$64,561

Maintenance Worker

Under the supervision of the Facilities Director and Facilities Managers, performs preventive, corrective, emergency, cosmetic and routine maintenance.

Minimum Qualifications: 2 years or more in skilled maintenance work required.
Experience with customer service provision or client relations preferred.

Annual Salary \$ 23,572 x 5.90 FTE = \$139,075

Facilities OM/Project Associate

Under the supervision of the Facilities Manager, the Facilities Office Manager/Project Associate will coordinate administrative functions of the Facilities team, including contract and vendor coordination, inventory, bill paying, team scheduling, work orders, and other central administrative functions. This position will also manage various special projects. experience required, experience in construction and or maintenance offices a plus. Type 30-40 WPM.
 Proficiency with MS Office tools including MS Project Manager; computer literacy with a command of other office software including spreadsheets, word processing and database applications. Excellent verbal and written communication skills.

Annual Salary \$ 27,801 x 1.00 FTE = \$27,801

Total Salaries **\$1,283,458**

1,283,458 = \$372,203

Tides Center's fringe benefits rate of 29% includes the following: payroll taxes (FICA at 7.45% and SUI at .15%), workers comp at 6.6%, life insurance @ .5%, health/dental/vision coverage @ 12%, and 2% defined contribution. Also included here is a \$50 per employee payroll processing fee charged to Tides by the payroll service provider.

TOTAL SALARIES & BENEFITS \$1,655,661

Operating Expenses

Occupancy:

Rent:

Office Rent: This line item includes space rent costs for the DISH Central and Facilities Central Office (\$2,670/month), and the Star Commercial space (\$1,978), including slight increases during the contract year.

Combined monthly rent at 3 locations including rent increases: \$2,887 x 12 months \$34,644

Gas and Electric:

Monthly gas and electric service at 6 properties, and the Facilities Central office

Current average monthly expense at 7 sites \$6,207 X 12 months \$74,484

Water and Sewer:

Monthly water and sewer utility costs at 6 properties

Current monthly expenses at 6 sites plus 13% scheduled SFPUC increase \$9,153 x 12 months \$109,836

Building/Unit Repair & Replacement:

The line captures expenses for all required, periodic inspections, periodic maintenance and repair of building systems (plumbing, electrical, etc.), use of outside contractors for other building maintenance repairs including emergency repairs and other costs related to unit make-ready and rehab work. These costs vary by site and there is an allowance for unexpected repairs.

Total costs at each of 7 sites (variable) + allowance for emergencies = \$83,173

Building Supplies:

includes all maintenance and janitorial supplies for the 6 sites. Also includes furniture, bedding, appliances, flooring supplies for unit make ready work as well as uniforms for maintenance staff across the six sites and necessary equipment or tool purchases for completing needed maintenance work across the six sites.

Make Ready work on 85 units @ \$1,200 per unit + \$1,000 X 6 sites' Janitorial supplies + \$867 x 1 for HUH Clinic \$108,867

Elevator Maintenance:

Based on current costs, this line item includes monthly service fee, inspection and certification fees, and repairs, for the five buildings with elevators.

Monthly Service + Repairs \$4,204 x 5 elevators= \$21,020

Pest Control:

prevention and treatment, and tenant unit treatment and rehap as necessary.

Monthly inspections at 6 sites (\$27,417) + Move In Inspections for 75 units @ \$80 per + treatments for 100 units @ \$600 per = \$93,417

Trash Removal:

Monthly trash removal plus periodic rental of debris boxes.

\$8,200 x 6 sites for monthly trash removal + \$683.00 x 10 debris boxes= \$56,030

Telephone & Cable:

Budget is based on current expenses, including office telephones for DISH and Services Teams, voicemail for DISH and Services Team, internet costs for DISH and Services Teams, DISH's organization-wide cellular phone plan, and cable TV fees for community spaces and maintenance and repair costs for phone systems. This line also includes monthly costs for web-based email and document storage

Email and document storage \$1,700+ Cable TV \$1,147 X 6 buildings (\$6,884) + Telephone service \$5,914 x 8 sites (\$47,315) = \$55,899

Total Occupancy: \$637,370

Materials and Supplies:

Office Supplies:

General office supplies including printing & duplicating for DISH & Support Services, postage printer supplies, computer supplies, office furniture etc.

Printing and Duplicating \$3,450 x 7 sites (6 properties + DISH Central) = \$24,150 + computer and equipment replacement \$3,443 + miscellaneous offices supplies \$1,123 x 8 sites (6 properties + DISH Central + Facilities Central) = \$8,985 \$36,577

Community Building and Eviction Prevention:

DISH sponsored activities for tenants, community meetings etc. and other expenses related to building community and preventing eviction.

\$1,030 X 6 properties \$6,180

On Site Services:

Support Services Teams led tenant activities, services and programs including Food Bank programs, holiday celebrations, community building activities, Sharps container services, Americorps volunteers that support the delivery of services etc., pest control support and eviction prevention expenses.

General support for services teams \$1,150 x 6 sites + community building \$1,720 x 6 sites + Food Bank programs \$1,354 x 6 sites + Sharps container service \$488 x 6 sites + americorps volunteers @ \$6,722 each x 2= \$41,716

Total Materials and Supplies: \$84,473

General Operating:

Insurance:

Cost to insure Tides Center for DISH activities, including general liability, property, and related insurance costs

Annual Cost of coverage = \$21,625

Staff Development:

Trainings, workshops and related expenses for team building, employee professional development and increased quality of service delivery.

bi-monthly all staff trainings @ \$1,200 x 6 + management staff trainings @ \$1,400 x 2 + misc. training and development @ \$2,356= \$12,356

Credit Reports:

Background checks (credit history, public records search and criminal) for housing applicants.

75 applicants x \$55 = \$4,130

Staff Recruiting:

Open staff position advertising and related costs, background checks on new hires etc.

\$110 x 20 positions = \$2,200

Legal:

Attorney Fees and court costs for tenant ten-day notices, stipulated agreements and eviction proceedings.

\$4,025 annual allowance x 6 sites = \$24,150

Total General Operating: \$64,461

Staff Travel (Local & Out of Town):

Local travel required for work (non-communter expenses) including public transportation, mileage, parking etc.

Annual allowance across DISH = \$431

Total Staff Travel: \$431

Consultants/Subcontractors:

Includes anticipated costs of professional services including IT support, building and design specialists, organizational development, etc.

IT allowance across DISH @ \$7,111 + Office alarm service at DISH Central \$632 + annual allowance across DISH \$13,880 \$21,623

Total Consultants/Subcontractors: \$21,623

Other:

Administrative Fee/ Fiscal Sponsorship: Tides Center provides full set of fiscal, human resource, and related infrastructure services.

8% of direct costs \$195,392

Total Other: \$195,392

TOTAL OPERATING EXPENSES \$1,003,750

TOTAL DIRECT COSTS \$2,659,411

INDIRECT COSTS

TOTAL INDIRECT COSTS \$0

APPENDIX TOTAL \$2,659,411

	A	B	C	D	E	F	G	H	I
1	Contractor Name: Tides Center - DISH					Appendix B-3		Page 1	
2	Contract Term: July 1, 2010 - June 30, 2013					Appendix Term:		7/1/12 - 6/30/13	
3	Funding Source: General Fund - FQHC								
4									
5	SFDPH AIDS OFFICE CONTRACT								
6	UOS COST ALLOCATION BY SERVICE MODE								
7									
8	SERVICE MODES								
9	Personnel Expenses		Prop. Mgmt. Services						
10	Position Titles	FTE	Salaries	% FTE	Salaries	% FTE	Salaries	% FTE	Contract Totals
14	Janitor	0.80	\$16,000	100%					\$ 16,000
20	Facilities Manager	0.20	\$5,499	100%					\$ 5,499
21	Maintenance Worker	0.10	\$1,891	100%					\$ 1,891
23	Total FTE & Total Salaries	1.10	\$23,390	100%					\$ 23,390
24	Fringe Benefits	29%	\$6,783	100%					\$ 6,783
25	Total Personnel Expenses		\$30,173	100%					\$ 30,173
26									
27	Operating Expenses		Expenditure	%					Contract Total
28									
29	Occupancy		18,395	100%					\$ 18,395
30	Materials and Supplies		2,400	100%					\$ 2,400
31	General Operating								\$ -
32	Staff Travel								\$ -
33	Consultants / Subcontractors								\$ -
34	Other		4,077	100%					\$ 4,077
35	Repairs and Maintenance Reserve								\$ -
36	Total Operating Expenses		24,872	100%					\$ 24,872
37									
38	Total Direct Expenses		55,046	100%					55,046
39	Indirect Expenses								0
40	TOTAL EXPENSES		\$ 55,046	100%					\$55,046
41									
42	Number of Units of Service (UOS) per Service Mode		12						12
43	Cost Per Unit of Service by Service Mode		\$4,587.17						
44	Number of Unduplicated Clients (UDC) per Service Mode		N/A						
45									
46	DPH #1A(1)							Rev. 05/2010	

BUDGET JUSTIFICATION
Tides Center - DISH (FQHC)

Salaries and Benefits

Janitor

Under the supervision of the General Manager and the Facilities Manager, maintains the general cleanliness of the building interior and exterior.

Minimum Qualifications: 1 year or more in janitorial work required.

Experience with customer service provision or client relations preferred. Experience and willingness to work in a team environment required. Professional training may substitute for experience.

Annual Salary \$20,000 x .8 FTE = \$16,000

Facilities Manager

Under the supervision of the Facilities Director, the Facilities Managers will serve as supervisors and foreperson of three buildings each for all maintenance work in collaboration with the Facilities Director, the Maintenance Workers, and the General Managers. FMs will work with contractors, vendors, and others to ensure proper, cost-effective, and proactive maintenance of each building.

Minimum Qualifications: 5 years or more in skilled maintenance work required.

Experience with personnel management and staff training required.

Experience with customer service provision or client relations preferred.

Annual Salary \$ 27,495 x .20 FTE = \$5,499

Maintenance Worker

Under the supervision of the Facilities Director and Facilities Managers, performs preventive, corrective, emergency, cosmetic and routine maintenance.

Minimum Qualifications: 2 years or more in skilled maintenance work required.

Experience with customer service provision or client relations preferred.

Annual Salary \$ 18,910 x .10 FTE = \$1,891

Total Salaries

\$23,390

\$23,390 =

\$6,783

Tides Center's fringe benefits rate of 29% includes the following: payroll taxes (FICA at 7.45% and SU1 at .15%), workers comp at 6.6%, life insurance @ .5%, health/dental/vision coverage @ 12%, and 2% defined contribution. Also included here is a \$50 per employee payroll processing fee charged to Tides by the payroll service provider.

TOTAL SALARIES & BENEFITS

\$30,173

Operating Expenses

Occupancy:

Gas and Electric:

Monthly gas and electric service at HUH clinic

Current average monthly expense \$800 X 12 months \$ 9,600

Water and Sewer:

Monthly water and sewer utility costs at HUH Clinic

Current monthly expenses plus 13% scheduled SFPUC increase \$84 x 12 months \$ 1,008

Building/Unit Repair & Replacement:

The line captures expenses for all required, periodic inspections, periodic maintenance and repair of building systems (plumbing, electrical, etc.), use of outside contractors for other building maintenance repairs including emergency repairs and other costs.

Annual repair allowance = \$ 2,579

Trash Removal:

Monthly trash removal.

\$434 monthly trash removal x 12= \$ 5,208

Total Occupancy: \$18,395

Materials and Supplies:

Community Building and Eviction Prevention:

Support for HUH clinic supervisor to cover expenses related to the provision of services at the clinic.

Annual Allowance = \$ 2,400

Total Materials and Supplies: \$2,400

Other:

Administrative Fee / Fiscal Sponsorship: Tides Center provides full set of fiscal, human resource, and related infrastructure services.

8% of direct costs \$ 4,077

Total Other: \$4,077

TOTAL OPERATING EXPENSES \$24,872

TOTAL DIRECT COSTS \$55,045

INDIRECT COSTS

TOTAL INDIRECT COSTS \$0

APPENDIX TOTAL \$55,045

BUDGET JUSTIFICATION

Tides Center - DISH

Salaries and Benefits

General Manager

Under the supervision of the Director, the General Manager is responsible for the overall operation of the property, and the day-to-day implementation of policies, procedures and programs that ensure a well-managed, well-maintained building; ensures compliance with all applicable laws and regulations; maintains acceptable occupancy level and develops a supportive environment for all residents; manages onsite staff and their duties, interacts with and supervises vendors. Collaborates with onsite support services providers and DPH in pursuit of excellence.

Minimum Qualifications: 2 years of managerial or project administration experience required. Demonstrated experience in leadership, management, and supervision required. Extensive experience with customer service provision or client relations required. Experience and eagerness to work in a team environment required. Previous property management experience a plus. Professional training may substitute for experience.

Annual Salary \$ 33,084 x 1.00 FTE = \$33,084

Desk Clerk

Under the supervision of the General Manager, the Desk Clerks represent property management by greeting tenants and visitors, monitoring building safety and traffic, and communicating appropriately with residents, guests, service providers and staff.

Minimum Qualifications: General office experience preferred. Experience with customer service provision or client relations preferred. Ability to read, write and follow instructions. Ability to answer telephone and greet tenants and guests clearly and professionally. Ability to write messages, incident reports, and other notes and documents legibly and accurately. Ability to multi-task in a fast paced work environment, and ability to prioritize among competing pressing issues. Ability to manage expectations and meet deadlines in a timely and effective manner

Annual Salary \$ 18,296 x 4.60 FTE = \$84,162

Janitor

Under the supervision of the General Manager and the Facilities Manager, maintains the general cleanliness of the building interior and exterior.

Minimum Qualifications: 1 year or more in janitorial work required. Experience with customer service provision or client relations preferred. Experience and willingness to work in a team environment required. Professional training may substitute for experience.

Annual Salary \$ 18,451 x 1.00 FTE = \$18,451

Total Salaries

\$135,697

\$135,697 = \$39,352

Tides Center's fringe benefits rate of 29% includes the following: payroll taxes (FICA at 7.45% and SUI at .15%), workers comp at 6.6%, life insurance @ .5%, health/dental/vision coverage @ 12%, and 2% defined contribution. Also included here is a \$50 per employee payroll processing fee charged to Tides by the payroll service provider.

TOTAL SALARIES & BENEFITS \$175,049

Operating Expenses

Occupancy:

Gas and Electric:

Monthly gas and electric service at Camelot Hotel

Current average monthly expense \$906 x 12 months \$ 10,872

Water and Sewer:

Monthly water and sewer utility costs at Camelot Hotel

Current monthly expenses plus 13% scheduled SFPUC increase \$634 x 12 months \$ 7,608

Building/Unit Repair & Replacement:

The line captures expenses for all required, periodic inspections, periodic maintenance and repair of building systems (plumbing, electrical, etc.), use of outside contractors for other building maintenance repairs including emergency repairs and other costs related to unit make-ready and rehab work. These costs vary by site and there is an allowance for unexpected repairs.

Total costs at Camelot Hotel + allowance for emergencies = \$ 6,803

Building Supplies:

Includes all maintenance and janitorial supplies for Camelot Hotel. Also includes furniture, bedding, appliances, flooring supplies for unit make ready work as well as uniforms for maintenance staff across the six sites and necessary equipment or tool purchases for completing needed maintenance work at Camelot Hotel.

Make Ready work on 15 units @ \$1,112 per unit + \$1,898 for Janitorial supplies \$ 18,578

Elevator Maintenance:

Based on current costs, this line item includes monthly service fee, inspection and certification fees, and repairs, for the five buildings with elevators.

Monthly Service \$48 x 12 months + Annual Repair allowance \$2,223 = \$ 2,799

Pest Control:

Regular building pest control services

Trash Removal:

Monthly trash removal plus periodic rental of debris boxes.

Monthly trash removal \$121 x 12 months + \$454 x 2 debris boxes = \$ 2,360

Telephone & Cable:

Budget is based on current expenses, including office telephones for DISH and Services Teams, voicemail for DISH and Services Team, internet costs for DISH and Services Teams, and cable TV fees for community spaces and maintenance and repair costs for phone

Cable TV \$54 x 12 months buildings + Telephone/ internet service \$492 x 12 months + annual repair allowance \$528 = \$ 7,080

Total Occupancy: \$56,100

Materials and Supplies:

Community Building and Eviction Prevention:

DISH sponsored activities for tenants, community meetings etc. and other expenses related to building community and preventing eviction.

Annual allowance = \$ 1,271

Total Materials and Supplies: \$1,271

TOTAL OPERATING EXPENSES \$57,371

TOTAL DIRECT COSTS \$232,420

INDIRECT COSTS

TOTAL INDIRECT COSTS \$0

APPENDIX TOTAL \$232,420

	A	B	C	D	E	F	G	H	I
1	Contractor Name: Tides Center - DISH						Appendix B-3b		Page 1
2	Contract Term: July 1, 2010 - June 30, 2013						Appendix Term:		9/1/12 - 6/30/13
3	Funding Source: HUD								
4									
5	SFDPH AIDS OFFICE CONTRACT								
6	UOS COST ALLOCATION BY SERVICE MODE								
7									
8	SERVICE MODES								
9	Personnel Expenses		Prop. Mgmt. Days						
10	Position Titles	FTE	Salaries	% FTE	Salaries	% FTE	Salaries	% FTE	Contract Totals
11	General Manager	0.90	\$29,291	100%					\$ 29,291
12	Assistant General Manager	0.30	\$6,075	100%					\$ 6,075
13	Desk Clerk	2.30	\$40,940	100%					\$ 40,940
14	Janitor	0.90	\$16,979	100%					\$ 16,979
15	Total FTE & Total Salaries	4.40	93,285	100%					\$ 93,284
16	Fringe Benefits	29%	27,051	100%					\$ 27,052
17	Total Personnel Expenses		120,336	100%					\$ 120,336
18									
19	Operating Expenses		Expenditure	%	Expenditure	%			Contract Total
30	Occupancy		\$72,126	100%					\$72,126
31	Materials and Supplies		\$1,845	100%					\$1,845
32	General Operating		\$4,900	100%					\$4,900
33	Staff Travel								\$0
34	Consultants / Subcontractors								\$0
35	Other								\$0
36	Repairs and Maintenance Reserve								\$0
40	Total Operating Expenses		\$78,871	100%					\$78,871
41									
42	Total Direct Expenses		199,207	100%					199,207
43	Indirect Expenses								0
44	TOTAL EXPENSES		\$ 199,207	100%					\$199,207
45									
46	Number of Units of Service (UOS) per Service Mode		11,497						11,497
47	Cost Per Unit of Service by Service Mode		\$17.33						
48	Number of Unduplicated Clients (UDC) per Service Mode		35						
49									
50	DPH #1A(1)								Rev. 05/2010

BUDGET JUSTIFICATION

Tides Center - DISH (HUD)

Salaries and Benefits

General Manager

Under the supervision of the Director, the General Manager is responsible for the overall operation of the property, and the day-to-day implementation of policies, procedures and programs that ensure a well-managed, well-maintained building; ensures compliance with all applicable laws and regulations; maintains acceptable occupancy level and develops a supportive environment for all residents; manages onsite staff and their duties, interacts with and supervises vendors. Collaborates with onsite support services providers and DPH in pursuit of excellence.

*Minimum Qualifications: 2 years of managerial or project administration experience required.
Demonstrated experience in leadership, management, and supervision required.
Extensive experience with customer service provision or client relations required.
Experience and eagerness to work in a team environment required.
Previous property management experience a plus.
Professional training may substitute for experience.*

Annual Salary \$32,545 x .90 FTE = \$29,291

Assistant General Manager

Under the supervision of the General Manager, assists with all aspects of property management. Responsibilities include assisting with rent collection and reporting, work order coordination, tenant communication, tenant activities, and other aspects of building operations. AGMs also serve as front desk clerks for two shifts per week.

Minimum Qualifications: 2 years of project administration experience preferred. Experience with customer service provision or client relations required.

Annual Salary \$ 20,250 x .30 FTE = \$6,075

Desk Clerk

Under the supervision of the General Manager, the Desk Clerks represent property management by greeting tenants and visitors, monitoring building safety and traffic, and communicating appropriately with residents, guests, service providers and staff.

*Minimum Qualifications: General office experience preferred.
Experience with customer service provision or client relations preferred. Ability to read, write and follow instructions. Ability to answer telephone and greet tenants and guests clearly and professionally. Ability to write messages, incident reports, and other notes and documents legibly and accurately. Ability to multi-task in a fast paced work environment, and ability to prioritize among competing pressing issues. Ability to manage expectations and meet deadlines in a timely and effective manner*

Annual Salary \$17,800 x 2.30 FTE = \$40,940

Janitor

Under the supervision of the General Manager and the Facilities Manager, maintains the general cleanliness of the building interior and exterior.

Minimum Qualifications: 1 year or more in janitorial work required.

Experience with customer service provision or client relations preferred. Experience and willingness to work in a team environment required. Professional training may substitute for experience.

Annual Salary \$ 18,865 x .90 FTE = \$16,979

Total Salaries **\$93,285**

\$93,285 = \$27,051

Tides Center's fringe benefits rate of 29% includes the following: payroll taxes (FICA at 7.45% and SUI at .15%), workers comp at 6.6%, life insurance @ .5%, health/dental/vision coverage @ 12%, and 2% defined contribution. Also included here is a \$50 per employee payroll processing fee charged to Tides by the payroll service provider.

TOTAL SALARIES & BENEFITS \$120,336

Operating Expenses

Occupancy:

Gas and Electric:

Monthly gas and electric service at Empress Hotel
Current average monthly expense \$1,563 X 10 months \$15,630

Water and Sewer:

Monthly water and sewer utility costs at Empress Hotel
Current monthly expenses plus 13% scheduled SFPUC increase \$1,375 x 10 months \$13,750

Building/Unit Repair & Replacement:

The line captures expenses for all required, periodic inspections, periodic maintenance and repair of building systems (plumbing, electrical, etc.), use of outside contractors for other building maintenance repairs including emergency repairs and other costs related to unit make-ready and rehab work. These costs vary by site and there is an allowance for unexpected repairs.

Total annual costs + allowance for emergencies = \$4,504

Building Supplies:

Includes all maintenance and janitorial supplies for Empress Hotel. Also includes furniture, bedding, appliances, flooring supplies for unit make ready work as well as uniforms for maintenance staff across the six sites and necessary equipment or tool purchases for completing needed maintenance work at Empress Hotel.

Make Ready work on 7 units @ \$1,112 per unit + \$470 for Janitorial supplies \$8,254

Elevator Maintenance:

Based on current costs, this line item includes monthly service fee, inspection and certification fees, and repairs, for the five buildings with elevators.

Monthly Service \$100 x 10 months+ Repairs \$2,810 = \$3,810

Pest Control:

Regular building pest control services including inspections, pest prevention and treatment, and tenant unit treatment and rehab as necessary.

Monthly inspections at Empress Hotel \$500 x 10 months + annual allowance for treatments \$1,365 = \$6,365

Trash Removal:

Monthly trash removal plus periodic rental of debris boxes.

\$1,265 x 10 months or monthly trash removal + \$683.00 x 1 debris box= \$13,333

Telephone & Cable:

Budget is based on current expenses, including office telephones for DISH and Services Teams, voicemail for DISH and Services Team, internet costs for DISH and Services Teams, and cable TV fees for Empress Hotel

Cable TV @ \$141 x 10 months + Telephone/ internet service @ \$508 x 10 months = \$6,480

Total Occupancy: \$72,126

Materials and Supplies:

Office Supplies:

General office supplies including printing & duplicating for DISH & Support Services, postage printer supplies, computer supplies, office furniture etc.

Printing and Duplicating \$152 x 10 months + miscellaneous offices supplies @ \$325 \$ 1,845

Total Materials and Supplies: \$1,845

General Operating:

Legal:

Attorney Fees and court costs for tenant ten-day notices, stipulated agreements and eviction proceedings.

Expected annual costs = \$ 4,900

Total General Operating: \$4,900

TOTAL OPERATING EXPENSES \$78,871

TOTAL DIRECT COSTS \$199,207

INDIRECT COSTS

TOTAL INDIRECT COSTS \$0

APPENDIX TOTAL \$199,207

	A	B	C	D	E	F	G	H	I
1	Contractor Name: Tides Center - DISH						Appendix B-3c		Page 1
2	Contract Term: July 1, 2010 - June 30, 2013						Appendix Term:		7/1/12 - 6/30/13
3	Funding Source: General Fund								
5	SFPDPH AIDS OFFICE CONTRACT								
6	UOS COST ALLOCATION BY SERVICE MODE								
8	SERVICE MODES								
9	Personnel Expenses		Prop. Mgmt. Days						
10	Position Titles	FTE	Salaries	% FTE	Salaries	% FTE	Salaries	% FTE	Contract Totals
11	General Manager	4.20	\$135,366	100%					\$ 135,366
12	Assistant General Manager	5.80	\$127,165	100%					\$ 127,165
13	Desk Clerk	20.30	\$368,161	100%					\$ 368,161
14	Janitor	7.30	\$137,058	100%					\$ 137,058
15	Relief Staffing & Adjustments	0.00	\$29,654	100%					\$ 29,654
16	Director	1.80	\$127,402	100%					\$ 127,402
17	Deputy Director	1.00	\$48,195	100%					\$ 48,195
18	Operations Manager	1.00	\$29,345	100%					\$ 29,345
19	Facilities Director	1.00	\$49,676	100%					\$ 49,676
20	Facilities Manager	1.80	\$64,561	100%					\$ 64,561
21	Maintenance Worker	5.90	\$139,075	100%					\$ 139,075
22	Facilities OM/Project Associate	1.00	\$27,801	100%					\$ 27,801
23	Total FTE & Total Salaries	54.10	\$1,283,458	100%					\$ 1,283,458
24	Fringe Benefits	29%	\$372,203	100%					\$ 372,203
25	Total Personnel Expenses		\$1,655,661	100%					\$ 1,655,661
26									
27	Operating Expenses		Expenditure	%					Contract Total
28	Occupancy		\$637,370	100%					\$637,370.00
29	Materials and Supplies		\$84,473	100%					\$84,473.00
30	General Operating		\$64,461	100%					\$64,460.60
31	Staff Travel		\$431	100%					\$431.00
32	Consultants / Subcontractors		\$21,623	100%					\$21,623.00
33	Other		\$195,392	100%					\$195,391.62
34	Repairs and Maintenance Reserve								
35	Total Operating Expenses		\$1,003,750	100%					\$1,003,749.22
36									
37	Total Direct Expenses		2,659,411	100%					2,659,411
38	Indirect Expenses								0
39	TOTAL EXPENSES		\$ 2,659,411	100%					\$2,659,411
40									
41	Number of Units of Service (UOS) per Service Mode		126,801						126,801
42	Cost Per Unit of Service by Service Mode		\$20.97						
43	Number of Unduplicated Clients (UDC) per Service Mode		392						
44									
45	DPH #1A(1)								Rev. 05/2010

BUDGET JUSTIFICATION
Tides Center - DISH (GF)

Salaries and Benefits

General Manager

Under the supervision of the Director, the General Manager is responsible for the overall operation of the property, and the day-to-day implementation of policies, procedures and programs that ensure a well-managed, well-maintained building; ensures compliance with all applicable laws and regulations; maintains acceptable occupancy level and develops a supportive environment for all residents; manages onsite staff and their duties, interacts with and supervises vendors. Collaborates with onsite support services providers and DPH in pursuit of excellence.

Minimum Qualifications: 2 years of managerial or project administration experience required. Demonstrated experience in leadership, management, and supervision required. Extensive experience with customer service provision or client relations required. Experience and eagerness to work in a team environment required. Previous property management experience a plus. Professional training may substitute for experience.

Annual Salary \$ 32,230 x 4.20 FTE = \$135,366

Assistant General Manager

Under the supervision of the General Manager, assists with all aspects of property management. Responsibilities include assisting with rent collection and reporting, work order coordination, tenant communication, tenant activities, and other aspects of building operations. AGMs also serve as front desk clerks for two shifts per week.

Minimum Qualifications: 2 years of project administration experience preferred. Experience with customer service provision or client relations required.

Annual Salary \$ 21,925 x 5.80 FTE = \$127,165

Desk Clerk

Under the supervision of the General Manager, the Desk Clerks represent property management by greeting tenants and visitors, monitoring building safety and traffic, and communicating appropriately with residents, guests, service providers and staff.

Minimum Qualifications: General office experience preferred. Experience with customer service provision or client relations preferred. Ability to read, write and follow instructions. Ability to answer telephone and greet tenants and guests clearly and professionally. Ability to write messages, incident reports, and other notes and documents legibly and accurately. Ability to multi-task in a fast paced work environment, and ability to prioritize among competing pressing issues. Ability to manage expectations and meet deadlines in a timely and effective manner

Annual Salary \$ 18,136 x 20.30 FTE = \$368,161

Janitor

Under the supervision of the General Manager and the Facilities Manager, maintains the general cleanliness of the building interior and exterior.

Minimum Qualifications: 1 year or more in janitorial work required.

Experience with customer service provision or client relations preferred. Experience and willingness to work in a team environment required. Professional training may substitute for experience.

Annual Salary \$ 18,775 x 7.30 FTE = \$137,058

Relief staffing & Adjustments

This line item is intended to cover any necessary site-based relief staffing, including temporary janitors, temporary maintenance workers, contingency desk clerks, as well as any necessary equity adjustments and other staffing issues.

Minimum Qualifications: N/A

N/A \$29,654

Director

The Directors are responsible for the leadership of DISH, including implementation of the mission of the DAH and provision of excellent property management service. The Directors oversee site operations, team building and staff professional development, interagency collaboration, program development, vendor relations, policy, infrastructure and information technology. In addition, the Directors will work in collaboration with the Tides Center to provide effective human resources services and financial management and accounting.

Minimum Qualifications: College Degree required.

Extensive Experience with supportive housing and harm reduction required.

Leadership and personnel management experience required.

Experience with customer service provision or client relations preferred.

Annual Salary \$ 70,779 x 1.80 FTE = \$127,402

Deputy Director

Under the supervision of a Director, Deputy Director is responsible for budget management, occupancy data collection and reporting, outcome measurement and contract reporting, IT coordination with sites, managing the operations manager and central office, and working with the Directors on a range of projects. Collaborates with site staff on rent payments, delinquencies, and reconciliations.

Minimum Qualifications: Administrative and project management experience required.

College degree or equivalent experience preferred.

Supervision and start-up experience preferred.

Experience with customer service provision or client relations preferred

Annual Salary \$ 48,195 x 1.00 FTE = \$48,195

Operations Manager

Under supervision of the Deputy Director, the Operations Manager is responsible for day-to-day smooth operations of the central office, including systems, office machines, supplies, and facilities coordination. Coordinates day-to-day bookkeeping in collaboration with the Tides Center, including payables and receivables. Assists with occupancy data collection and reporting, manages HR coordination with Tides, and manages other projects.

Minimum Qualifications: College degree or equivalent experience preferred. One year of administrative and project management experience required. Professional training may substitute for experience. Ease and efficiency with Microsoft Office software suite, including extensive experience with Word and Excel and email management. Experience in creating forms and managing shared electronic folders across a network. Database and basic website experience a plus. Experience with customer service provision or client relations preferred.

Annual Salary \$ 29,345 x 1.00 FTE = \$29,345

Facilities Director

Under the supervision of the Director, the Facilities Director will manage the maintenance team for all buildings. Responsibilities include personnel management, budget oversight, work order planning, proactive coordination of well-maintained buildings, vendor relationships, team coordination with general managers, and on-site maintenance work and training. Manages Assistant Facilities Managers, and Roving Janitors.

Minimum Qualifications: 5 years or more in skilled maintenance work required.
Experience with personnel management and staff training required.
Experience with customer service provision or client relations preferred

Annual Salary \$ 49,676 x 1.00 FTE = \$49,676

Facilities Manager

Under the supervision of the Facilities Director, the Facilities Managers will serve as supervisors and foreperson of three buildings each for all maintenance work in collaboration with the Facilities Director, the Maintenance Workers, and the General Managers. FMs will work with contractors, vendors, and others to ensure proper, cost-effective, and proactive maintenance of each building.

Minimum Qualifications: 5 years or more in skilled maintenance work required.
Experience with personnel management and staff training required.
Experience with customer service provision or client relations preferred.

Annual Salary \$ 35,867 x 1.80 FTE = \$64,561

Maintenance Worker

Under the supervision of the Facilities Director and Facilities Managers, performs preventive, corrective, emergency, cosmetic and routine maintenance.

Minimum Qualifications: 2 years or more in skilled maintenance work required.
Experience with customer service provision or client relations preferred.

Annual Salary \$ 23,572 x 5.90 FTE = \$139,075

Facilities OM/Project Associate

Under the supervision of the Facilities Manager, the Facilities Office Manager/Project Associate will coordinate administrative functions of the Facilities team, including contract and vendor coordination, inventory, bill paying, team scheduling, work orders, and other central administrative functions. This position will also manage various special projects. Experience required, experience in construction and or maintenance offices a plus. Type 30-40 WPM.

Proficiency with MS Office tools including MS Project Manager; computer literacy with a command of other office software including spreadsheets, word processing and database applications. Excellent verbal and written communication skills.

Annual Salary \$ 27,801 x 1.00 FTE = \$27,801

Total Salaries **\$1,283,458**

1,283,458 = \$372,203

Tides Center's fringe benefits rate of 29% includes the following: payroll taxes (FICA at 7.45% and SUI at .15%), workers comp at 6.6%, life insurance @ .5%, health/dental/vision coverage @ 12%, and 2% defined contribution. Also included here is a \$50 per employee payroll processing fee charged to Tides by the payroll service provider.

TOTAL SALARIES & BENEFITS \$1,655,661

Operating Expenses

Occupancy:

Rent:

Office Rent: This line item includes space rent costs for the DISH Central and Facilities Central Office (\$2,670/month), and the Star Commercial space (\$1,978), including slight increases during the contract year.

Combined monthly rent at 3 locations including rent increases: \$2,887 x 12 months \$34,644

Gas and Electric:

Monthly gas and electric service at 6 properties, and the Facilities Central office

Current average monthly expense at 7 sites \$6,207 X 12 months \$74,484

Water and Sewer:

Monthly water and sewer utility costs at 6 properties

Current monthly expenses at 6 sites plus 13% scheduled SFPUC increase \$9,153 x 12 months \$109,836

Building/Unit Repair & Replacement:

The line captures expenses for all required, periodic inspections, periodic maintenance and repair of building systems (plumbing, electrical, etc.), use of outside contractors for other building maintenance repairs including emergency repairs and other costs related to unit make-ready and rehab work. These costs vary by site and there is an allowance for unexpected repairs.

Total costs at each of 7 sites (variable) + allowance for emergencies = \$83,173

Building Supplies:

Includes all maintenance and janitorial supplies for the 6 sites. Also includes furniture, bedding, appliances, flooring supplies for unit make ready work as well as uniforms for maintenance staff across the six sites and necessary equipment or tool purchases for completing needed maintenance work across the six sites.

Make Ready work on 85 units @ \$1,200 per unit + \$1,000 X 6 sites' Janitorial supplies + \$867 x 1 for HUH Clinic \$108,867

Elevator Maintenance:

Based on current costs, this line item includes monthly service fee, inspection and certification fees, and repairs, for the five buildings with elevators.

Monthly Service + Repairs \$4,204 x 5 elevators= \$21,020

Pest Control:

prevention and treatment, and tenant unit treatment and rehap as necessary.

Monthly inspections at 6 sites (\$27,417) + Move In Inspections for 75 units @ \$80 per + treatments for 100 units @ \$600 per = \$93,417

Trash Removal:

Monthly trash removal plus periodic rental of debris boxes.

\$8,200 x 6 sites for monthly trash removal + \$683.00 x 10 debris boxes= \$56,030

Telephone & Cable:

Budget is based on current expenses, including office telephones for DISH and Services Teams, voicemail for DISH and Services Team, internet costs for DISH and Services Teams, DISH's organization-wide cellular phone plan, and cable TV fees for community spaces and maintenance and repair costs for phone systems. This line also includes monthly costs for web-based email and document storage

Email and document storage \$1,700+ Cable TV \$1,147 X 6 buildings (\$6,884) + Telephone service \$5,914 x 8 sites (\$47,315) = \$55,899

Total Occupancy: \$637,370

Materials and Supplies:

Office Supplies:

General office supplies including printing & duplicating for DISH & Support Services, postage printer supplies, computer supplies, office furniture etc.

Printing and Duplicating \$3,450 x 7 sites (6 properties + DISH Central) = \$24,150 + computer and equipment replacement \$3,443 + miscellaneous offices supplies \$1,123 x 8 sites (6 properties + DISH Central + Facilities Central) = \$8,985 \$36,577

Community Building and Eviction Prevention:

DISH sponsored activities for tenants, community meetings etc. and other expenses related to building community and preventing eviction.

\$1,030 X 6 properties \$6,180

On Site Services:

Support Services Teams led tenant activities, services and programs including Food Bank programs, holiday celebrations, community building activities, Sharps container services, Americorps volunteers that support the delivery of services etc., pest control support and eviction prevention expenses.

General support for services teams \$1,150 x 6 sites + community building \$1,720 x 6 sites + Food Bank programs \$1,354 x 6 sites + Sharps container service \$488 x 6 sites + americorps volunteers @ \$6,722 each x 2= \$41,716

Total Materials and Supplies: \$84,473

General Operating:

Insurance:

Cost to insure Tides Center for DISH activities, including general liability, property, and related insurance costs

Annual Cost of coverage = \$21,625

Staff Development:

Trainings, workshops and related expenses for team building, employee professional development and increased quality of service delivery.

bi-monthly all staff trainings @ \$1,200 x 6 + management staff trainings @ \$1,400 x 2 + misc. training and development @ \$2,356= \$12,356

Credit Reports:

Background checks (credit history, public records search and criminal) for housing applicants.

75 applicants x \$55 = \$4,130

Staff Recruiting:

Open staff position advertising and related costs, background checks on new hires etc.

\$110 x 20 positions = \$2,200

Legal:

Attorney Fees and court costs for tenant ten-day notices, stipulated agreements and eviction proceedings.

\$4,025 annual allowance x 6 sites = \$24,150

Total General Operating: \$64,461

Staff Travel (Local & Out of Town):

Local travel required for work (non-commuter expenses) including public transportation, mileage, parking etc.

Annual allowance across DISH = \$431

Total Staff Travel: \$431

Consultants/Subcontractors:

Includes anticipated costs of professional services including IT support, building and design specialists, organizational development, etc.

IT allowance across DISH @ \$7,111 + Office alarm service at DISH Central \$632 + annual allowance across DISH \$13,880 \$21,623

Total Consultants/Subcontractors: \$21,623

Other:

Administrative Fee/ Fiscal Sponsorship: Tides Center provides full set of fiscal, human resource, and related infrastructure services.

8% of direct costs \$195,392

Total Other: \$195,392

TOTAL OPERATING EXPENSES \$1,003,750

TOTAL DIRECT COSTS \$2,659,411

INDIRECT COSTS

TOTAL INDIRECT COSTS \$0

APPENDIX TOTAL \$2,659,411

Appendix C

RESERVED

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**Appendix D
Additional Terms**

1. HIPAA

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

- A Covered Entity subject to HIPAA and the Privacy Rule contained therein; or
- A Business Associate subject to the terms set forth in Appendix E;
- Not Applicable, Contractor will not have access to Protected Health Information.

2. THIRD PARTY BENEFICIARIES

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

3. MATERIALS REVIEW

Contractor agrees that all materials, including without limitation print, audio, video, and electronic materials, developed, produced, or distributed by personnel or with funding under this Agreement shall be subject to review and approval by the Contract Administrator prior to such production, development or distribution. Contractor agrees to provide such materials sufficiently in advance of any deadlines to allow for adequate review. City agrees to conduct the review in a manner which does not impose unreasonable delays on Contractor's work, which may include review by members of target communities.

4. EMERGENCY RESPONSE

CONTRACTOR will develop and maintain a Disaster and Emergency Response Plan containing Site Specific Emergency Response Plan(s) for each of its service sites and an agency-wide plan addressing disaster coordination between and among service sites. Such plan shall be in compliance with the Emergency Response Plan of the Department of Public Health. CONTRACTOR will update the site plan as needed and CONTRACTOR will train all employees regarding the provisions of the plan for their Agency/site(s). CONTRACTOR will attest on its annual Community Programs' Declaration of Compliance whether it has developed and maintained a Site Specific Emergency Response Plan for each of its service site. CONTRACTOR is advised that Community Programs Contract Compliance Section staff will review these plans during site visits.

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

5. CERTIFICATION REGARDING LOBBYING

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

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

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

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

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

Appendix E

BUSINESS ASSOCIATE ADDENDUM

This Business Associate Addendum is entered into to address the privacy and security protections for certain information as required by federal law. City and County of San Francisco is the Covered Entity and is referred to below as "CE". The CONTRACTOR is the Business Associate and is referred to below as "BA".

RECITALS

- A. CE wishes to disclose certain information to BA pursuant to the terms of the Contract, some of which may constitute Protected Health Information ("PHI") (defined below).
- B. CE and BA intend to protect the privacy and provide for the security of PHI disclosed to BA pursuant to the Contract in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ("the HITECH Act"), and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the "HIPAA Regulations") and other applicable laws.
- C. As part of the HIPAA Regulations, the Privacy Rule and the Security Rule (defined below) require CE to enter into a contract containing specific requirements with BA prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 164.314(a), 164.502(e) and 164.504(e) of the Code of Federal Regulations ("C.F.R.") and contained in this Addendum.

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

1. Definitions

- a. **Breach** shall have the meaning given to such term under the HITECH Act [42 U.S.C. Section 17921].
- b. **Business Associate** shall have the meaning given to such term under the Privacy Rule, the Security Rule, and the HITECH Act, including, but not limited to, 42 U.S.C. Section 17938 and 45 C.F.R. Section 160.103.
- c. **Covered Entity** shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to, 45 C.F.R. Section 160.103.
- d. **Data Aggregation** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- e. **Designated Record Set** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.

- f. **Electronic Protected Health Information** means Protected Health Information that is maintained in or transmitted by electronic media.
- g. **Electronic Health Record** shall have the meaning given to such term in the HITECH Act, including, but not limited to, 42 U.S.C. Section 17921.
- h. **Health Care Operations** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- i. **Privacy Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and E.
- j. **Protected Health Information or PHI** means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; and (ii) that identifies the individual or with respect to where there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501. Protected Health Information includes Electronic Protected Health Information [45 C.F.R. Sections 160.103, 164.501].
- k. **Protected Information** shall mean PHI provided by CE to BA or created or received by BA on CE's behalf.
- l. **Security Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and C.
- m. **Unsecured PHI** shall have the meaning given to such term under the HITECH Act and any guidance issued pursuant to such Act including, but not limited to, 42 U.S.C. Section 17932(h).

2. **Obligations of Business Associate**

- a. **Permitted Uses.** BA shall not use Protected Information except for the purpose of performing BA's obligations under the Contract and as permitted under the Contract and Addendum. Further, BA shall not use Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so used by CE. However, BA may use Protected Information (i) for the proper management and administration of BA, (ii) to carry out the legal responsibilities of BA, or (iii) for Data Aggregation purposes for the Health Care Operations of CE [45 C.F.R. Sections 164.504(e)(2)(i), 164.504(e)(2)(ii)(A) and 164.504(e)(4)(i)].
- b. **Permitted Disclosures.** BA shall not disclose Protected Information except for the purpose of performing BA's obligations under the Contract and as permitted under the Contract and Addendum. BA shall not disclose Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so disclosed by CE. However, BA may disclose Protected Information (i) for the proper management and administration of BA; (ii) to carry out the legal responsibilities of BA; (iii) as required by law; or (iv) for Data Aggregation purposes for the Health Care Operations of CE. If BA discloses

Protected Information to a third party, BA must obtain, prior to making any such disclosure, (i) reasonable *written* assurances from such third party that such Protected Information will be held confidential as provided pursuant to this Addendum and only disclosed as required by law or for the purposes for which it was disclosed to such third party, and (ii) a *written* agreement from such third party to immediately notify BA of any breaches of confidentiality of the Protected Information, to the extent it has obtained knowledge of such breach [42 U.S.C. Section 17932; 45 C.F.R. Sections 164.504(e)(2)(i), 164.504(e)(2)(i)(B), 164.504(e)(2)(ii)(A) and 164.504(e)(4)(ii)].

- c. **Prohibited Uses and Disclosures.** BA shall not use or disclose Protected Information for fundraising or marketing purposes. BA shall not disclose Protected Information to a health plan for payment or health care operations purposes if the patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which the PHI solely relates 42 U.S.C. Section 17935(a). BA shall not directly or indirectly receive remuneration in exchange for Protected Information, except with the prior written consent of CE and as permitted by the HITECH Act, 42 U.S.C. Section 17935(d)(2); however, this prohibition shall not affect payment by CE to BA for services provided pursuant to the Contract.
- d. **Appropriate Safeguards.** BA shall implement appropriate safeguards as are necessary to prevent the use or disclosure of Protected Information otherwise than as permitted by the Contract or Addendum, including, but not limited to, administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the Protected Information, in accordance with 45 C.F.R Section 164.308(b)]. BA shall comply with the policies and procedures and documentation requirements of the HIPAA Security Rule, including, but not limited to, 45 C.F.R. Section 164.316 [42 U.S.C. Section 17931]
- e. **Reporting of Improper Access, Use or Disclosure.** BA shall report to CE in writing of any access, use or disclosure of Protected Information not permitted by the Contract and Addendum, and any Breach of Unsecured PHI of which it becomes aware without unreasonable delay and in no case later than 10 calendar days after discovery [42 U.S.C. Section 17921; 45 C.F.R. Section 164.504(e)(2)(ii)(C); 45 C.F.R. Section 164.308(b)].
- f. **Business Associate's Agents.** BA shall ensure that any agents, including subcontractors, to whom it provides Protected Information, agree in writing to the same restrictions and conditions that apply to BA with respect to such PHI. If BA creates, maintains, receives or transmits electronic PHI on behalf of CE, then BA shall implement the safeguards required by paragraph c above with respect to Electronic PHI [45 C.F.R. Section 164.504(e)(2)(ii)(D); 45 C.F.R. Section 164.308(b)]. BA shall implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation (see 45 C.F.R. Sections 164.530(f) and 164.530(e)(1)).
- g. **Access to Protected Information.** BA shall make Protected Information maintained by BA or its agents or subcontractors available to CE for inspection

and copying within ten (10) days of a request by CE to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.524 [45 C.F.R. Section 164.504(e)(2)(ii)(E)]. If BA maintains an Electronic Health Record, BA shall provide such information in electronic format to enable CE to fulfill its obligations under the HITECH Act, including, but not limited to, 42 U.S.C. Section 17935(e).

- h.* **Amendment of PHI.** Within ten (10) days of receipt of a request from CE for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, BA or its agents or subcontractors shall make such Protected Information available to CE for amendment and incorporate any such amendment to enable CE to fulfill its obligation under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.526. If any individual requests an amendment of Protected Information directly from BA or its agents or subcontractors, BA must notify CE in writing within five (5) days of the request. Any approval or denial of amendment of Protected Information maintained by BA or its agents or subcontractors shall be the responsibility of CE [45 C.F.R. Section 164.504(e)(2)(ii)(F)].
- i.* **Accounting Rights.** Within ten (10) calendar days of notice by CE of a request for an accounting for disclosures of Protected Information or upon any disclosure of Protected Information for which CE is required to account to an individual, BA and its agents or subcontractors shall make available to CE the information required to provide an accounting of disclosures to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.528, and the HITECH Act, including but not limited to 42 U.S.C. Section 17935(c), as determined by CE. BA agrees to implement a process that allows for an accounting to be collected and maintained by BA and its agents or subcontractors for at least six (6) years prior to the request. However, accounting of disclosures from an Electronic Health Record for treatment, payment or health care operations purposes are required to be collected and maintained for only three (3) years prior to the request, and only to the extent that BA maintains an electronic health record and is subject to this requirement. At a minimum, the information collected and maintained shall include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed; and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure. In the event that the request for an accounting is delivered directly to BA or its agents or subcontractors, BA shall within five (5) calendar days of a request forward it to CE in writing. It shall be CE's responsibility to prepare and deliver any such accounting requested. BA shall not disclose any Protected Information except as set forth in Sections 2.b. of this Addendum [45 C.F.R. Sections 164.504(e)(2)(ii)(G) and 165.528]. The provisions of this subparagraph h shall survive the termination of this Agreement.
- j.* **Governmental Access to Records.** BA shall make its internal practices, books and records relating to the use and disclosure of Protected Information available to CE and to the Secretary of the U.S. Department of Health and Human Services (the "Secretary") for purposes of determining BA's compliance with the

Privacy Rule [45 C.F.R. Section 164.504(e)(2)(ii)(H)]. BA shall provide to CE a copy of any Protected Information that BA provides to the Secretary concurrently with providing such Protected Information to the Secretary.

- k.* **Minimum Necessary.** BA (and its agents or subcontractors) shall request, use and disclose only the minimum amount of Protected Information necessary to accomplish the purpose of the request, use or disclosure. [42 U.S.C. Section 17935(b); 45 C.F.R. Section 164.514(d)(3)] BA understands and agrees that the definition of “minimum necessary” is in flux and shall keep itself informed of guidance issued by the Secretary with respect to what constitutes “minimum necessary.”
- l.* **Data Ownership.** BA acknowledges that BA has no ownership rights with respect to the Protected Information.
- m.* **Business Associate’s Insurance.** BA shall maintain a sufficient amount of insurance to adequately address risks associated with BA’s use and disclosure of Protected Information under this Addendum.
- n.* **Notification of Breach.** During the term of the Contract, BA shall notify CE within twenty-four (24) hours of any suspected or actual breach of security, intrusion or unauthorized use or disclosure of PHI of which BA becomes aware and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations. BA shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.
- o.* **Breach Pattern or Practice by Covered Entity.** Pursuant to 42 U.S.C. Section 17934(b), if the BA knows of a pattern of activity or practice of the CE that constitutes a material breach or violation of the CE’s obligations under the Contract or Addendum or other arrangement, the BA must take reasonable steps to cure the breach or end the violation. If the steps are unsuccessful, the BA must terminate the Contract or other arrangement if feasible, or if termination is not feasible, report the problem to the Secretary of DHHS. BA shall provide written notice to CE of any pattern of activity or practice of the CE that BA believes constitutes a material breach or violation of the CE’s obligations under the Contract or Addendum or other arrangement within five (5) calendar days of discovery and shall meet with CE to discuss and attempt to resolve the problem as one of the reasonable steps to cure the breach or end the violation.
- p.* **Audits, Inspection and Enforcement.** Within ten (10) calendar days of a written request by CE, BA and its agents or subcontractors shall allow CE to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies and procedures relating to the use or disclosure of Protected Information pursuant to this Addendum for the purpose of determining whether BA has complied with this Addendum; provided, however, that (i) BA and CE shall mutually agree in advance upon the scope, timing and location of such an inspection, (ii) CE shall protect the confidentiality of all confidential and proprietary information of BA to which CE has access during the course of such inspection; and (iii) CE shall execute a nondisclosure agreement, upon terms

mutually agreed upon by the parties, if requested by BA. The fact that CE inspects, or fails to inspect, or has the right to inspect, BA's facilities, systems, books, records, agreements, policies and procedures does not relieve BA of its responsibility to comply with this Addendum, nor does CE's (i) failure to detect or (ii) detection, but failure to notify BA or require BA's remediation of any unsatisfactory practices, constitute acceptance of such practice or a waiver of CE's enforcement rights under the Contract or Addendum, BA shall notify CE within ten (10) calendar days of learning that BA has become the subject of an audit, compliance review, or complaint investigation by the Office for Civil Rights.

3. Termination

- a. **Material Breach.** A breach by BA of any provision of this Addendum, as determined by CE, shall constitute a material breach of the Contract and shall provide grounds for immediate termination of the Contract, any provision in the Contract to the contrary notwithstanding. [45 C.F.R. Section 164.504(e)(2)(iii)].
- b. **Judicial or Administrative Proceedings.** CE may terminate the Contract, effective immediately, if (i) BA is named as a defendant in a criminal proceeding for a violation of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws or (ii) a finding or stipulation that the BA has violated any standard or requirement of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding in which the party has been joined.
- c. **Effect of Termination.** Upon termination of the Contract for any reason, BA shall, at the option of CE, return or destroy all Protected Information that BA or its agents or subcontractors still maintain in any form, and shall retain no copies of such Protected Information. If return or destruction is not feasible, as determined by CE, BA shall continue to extend the protections of Section 2 of this Addendum to such information, and limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible [45 C.F.R. Section 164.504(e)(ii)(2)(I)]. If CE elects destruction of the PHI, BA shall certify in writing to CE that such PHI has been destroyed.

4. Limitation of Liability

Any limitations of liability as set forth in the contract shall not apply to damages related to a breach of the BA's privacy or security obligations under the Contract or Addendum.

5. Disclaimer

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

6. **Certification**

To the extent that CE determines that such examination is necessary to comply with CE's legal obligations pursuant to HIPAA relating to certification of its security practices, CE or its authorized agents or contractors, may, at CE's expense, examine BA's facilities, systems, procedures and records as may be necessary for such agents or contractors to certify to CE the extent to which BA's security safeguards comply with HIPAA, the HITECH Act, the HIPAA Regulations or this Addendum.

7. **Amendment**

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

8. **Assistance in Litigation or Administrative Proceedings**

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

9. **No Third-Party Beneficiaries**

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

10. **Effect on Contract**

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

11. Interpretation

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

12. Replaces and Supersedes Previous Business Associate Addendums or Agreements

This Business Associate Addendum replaces and supersedes any previous business associate addendums or agreements between the parties hereto.

**DEPARTMENT OF PUBLIC HEALTH CONTRACTOR
MONTHLY STATEMENT OF DELIVERABLES AND INVOICE**

APPENDIX F - 1
PAGE A

CONTRACTOR: **TIDES Center**
Address: **The Presidio, PO Box 29907
San Francisco, CA 94129-0907**

Control Number
HC-11-06380-HU

Invoice Number
A1JUL100

Contract Direct Purchase (DP) No. **DPHC**

Telephone: **(415) 561-6340**
FAX: **(415) 561-6301**

Fund Source: **FQHC**

Grant Code/Detail: **n/a**

Invoicing Period: _____

CONTRACT NAME: **Housing/DISH Project**

FINAL invoice (check if Yes)

APPENDIX TERM: **7/01/10 - 6/30/11**

ACE Control No. **n/a**

PROGRAM / EXHIBIT: **Property Management - DAH Sites
FQHC**

DELIVERABLES	TOTAL CONTRACTED		DELIVERED THIS PERIOD		DELIVERED TO DATE		% OF TOTAL		REMAINING DELIVERABLES	
	UOS	Clients	UOS	Clients	UOS	Clients	UOS	Clients	UOS	Clients
Property Management Month	12	N/A		N/A		N/A		N/A		N/A

Unduplicated Clients for Exhibit	N/A	N/A	N/A	N/A	N/A
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EXPENDITURES	BUDGET	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
Total Salaries (See Page B)	\$23,390.00				
Fringe Benefits	\$6,783.00				
Total Personnel Expenses	\$30,173.00				
Operating Expenses:					
Occupancy	\$18,395.00				
Materials and Supplies	\$2,400.00				
General Operating					
Staff Travel					
Consultant/Subcontractor					
Other: Administrative Fee	\$4,077.00				
Total Operating Expenses	\$24,872.00				
Capital Expenditures					
TOTAL DIRECT EXPENSES	\$55,045.00				
Indirect Expenses					
TOTAL EXPENSES	\$55,045.00				
LESS: Initial Payment Recovery		-	Notes:		
Other Adjustments (Enter negative number if appropriate)					
REIMBURSEMENT AMOUNT					

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

Signature: _____ Date: _____

Title: _____

Send to:	SDFPH - Housing & Urban Health 101 Grove Street, #323 San Francisco, CA 94102 Attn: Contract Payments	SDFPH - HUH Authorization For Payment:	By: _____ Marc Trotz - Director of housing & Urban Health	Date: _____
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**DEPARTMENT OF PUBLIC HEALTH CONTRACTOR
MONTHLY STATEMENT OF DELIVERABLES AND INVOICE**

CONTRACTOR: **TIDES Center**
Address: **The Presidio, PO Box 29907
San Francisco, CA 94129-0907**

Telephone: **(415) 561-6340**
FAX: **(415) 561-6301**

CONTRACT NAME: **Housing/DISH Project**

APPENDIX TERM: **7/01/10 - 6/30/11**

PROGRAM / EXHIBIT: **Property Management - DAH Sites
FQHC**

Control Number: **HC-11-06380-HU** Invoice Number: **A1JUL100**

Contract Direct Purchase (DP) No.: **DPHC**

Fund Source: **FQHC**

Grant Code/Detail: **n/a**

Invoicing Period: _____

FINAL invoice (check if Yes)

ACE Control No. **n/a**

DETAIL PERSONNEL EXPENDITURES

PERSONNEL	FTE	BUDGETED SALARY	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
Janitor	0.800	\$16,000				
Facilities Manager	0.200	\$5,499				
Maintenance Worker	0.100	\$1,891				
TOTALS	1.100	\$23,390.00				

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

Certified By: _____

Date: _____

Title: _____

**DEPARTMENT OF PUBLIC HEALTH CONTRACTOR
MONTHLY STATEMENT OF DELIVERABLES AND INVOICE**

APPENDIX F - 1a
PAGE 'A

CONTRACTOR: **TIDES Center**
Address: **The Presidio, PO Box 29907
San Francisco, CA 94129-0907**

Control Number
HC-11-06380-HU

Invoice Number
A1aJUL100

Telephone: **(415) 561-6340**
FAX: **(415) 561-6301**

Contract Direct Purchase (DP) No: **DPHC**

Fund Source: **MHSA/Prop 63**

Grant Code/Detail: **PMHS63/1105**

CONTRACT NAME: **Housing/DISH Project**

Invoicing Period: _____

APPENDIX TERM: **07/01/10 - 06/30/11**

FINAL invoice: (check if Yes)

PROGRAM / EXHIBIT: **Property Management - DAH Sites
MHSA/Prop 63**

ACE Control No. **n/a**

DELIVERABLES	TOTAL CONTRACTED		DELIVERED THIS PERIOD		DELIVERED TO DATE		% OF TOTAL		REMAINING DELIVERABLES	
	UOS	Clients	UOS	Clients	UOS	Clients	UOS	Clients	UOS	Clients
Proper Management Days	9,198	28								

Unduplicated Clients for Exhibit	31				
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EXPENDITURES	BUDGET	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
Total Salaries (See Page B)	\$135,697.00				
Fringe Benefits	\$39,352.00				
Total Personnel Expenses	\$175,049.00				
Operating Expenses:					
Occupancy	\$56,100.00				
Materials and Supplies	\$1,271.00				
General Operating					
Staff Travel					
Consultant/Subcontractor					
Other: Community Building					
Total Operating Expenses	\$57,371.00				
Capital Expenditures					
TOTAL DIRECT EXPENSES	\$232,420.00				
Indirect Expenses					
TOTAL EXPENSES	\$232,420.00				
LESS: Initial Payment Recovery		-			
Other Adjustments (Enter negative number if appropriate)					
REIMBURSEMENT AMOUNT					

Notes: _____

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

Signature: _____ Date: _____

Title: _____

Send to:	SFDPH - Housing & Urban Health 101 Grove Street, #323 San Francisco, CA 94102 Attn: Contract Payments	SFDPH - HUH Authorization For Payment:	By: _____ Date: _____ Marc Trotz - Director of housing & Urban Health
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**DEPARTMENT OF PUBLIC HEALTH CONTRACTOR
MONTHLY STATEMENT OF DELIVERABLES AND INVOICE**

CONTRACTOR: **TIDES Center**
Address: **The Presidio, PO Box 29907**
San Francisco, CA 94129-0907

Telephone: **(415) 561-6340**
FAX: **(415) 561-6301**

CONTRACT NAME: **Housing/DISH Project**

APPENDIX TERM: **07/01/10 - 06/30/11**

PROGRAM / EXHIBIT: **Property Management - DAH Sites**
MHSA/Prop 63

Control Number

HC-11-06380-HU

Invoice Number

A1aJUL100

Contract Direct Purchase (DP) No. **DPHC**

Fund Source: **MHSA/Prop 63**

Grant Code/Detail: **PMHS63/1105**

Invoicing Period:

FINAL invoice (check if Yes)

ACE Control No. **n/a**

DETAIL PERSONNEL EXPENDITURES

PERSONNEL	FTE	BUDGETED SALARY	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
General Manager	1.000	\$33,084				
Desk Clerk	4.600	\$84,162				
Janitor	1.000	\$18,451				
TOTALS	6.600	\$135,697.00				

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

Certified By: _____

Date: _____

Title: _____

**DEPARTMENT OF PUBLIC HEALTH CONTRACTOR
MONTHLY STATEMENT OF DELIVERABLES AND INVOICE**

CONTRACTOR: **TIDES Center**
 Address: **The Presidio, PO Box 29907
 San Francisco, CA 94129-0907**
 Telephone: **(415) 561-6340**
 FAX: **(415) 561-6301**

Control Number
 HC-11-06380-HU

Invoice Number
 A1bSEP100

Contract Direct Purchase (DP) No. **DPHC**

Fund Source: **HUD**

Grant Code/Detail: **HCH005/11**

Invoicing Period: _____

FINAL invoice (check if Yes)

ACE Control No. **n/a**

CONTRACT NAME: **Housing/DISH Project**

APPENDIX TERM: **09/01/10 - 06/30/11**

PROGRAM / EXHIBIT: **Property Management - DAH Sites
 HUD**

DELIVERABLES	TOTAL CONTRACTED		DELIVERED THIS PERIOD		DELIVERED TO DATE		% OF TOTAL		REMAINING DELIVERABLES	
	UOS	Clients	UOS	Clients	UOS	Clients	UOS	Clients	UOS	Clients
Proper Management Days	11,497	34								
Unduplicated Clients for Exhibit		35								

EXPENDITURES	BUDGET	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
Fringe Benefits	\$27,051.00				
Total Personnel Expenses	\$120,336.00				
Operating Expenses:					
Occupancy	\$72,126.00				
Materials and Supplies	\$1,845.00				
General Operating	\$4,900.00				
Staff Travel					
Consultant/Subcontractor					
Other: Community Building					
Total Operating Expenses	\$78,871.00				
Capital Expenditures					
TOTAL DIRECT EXPENSES	\$199,207.00				
Indirect Expenses					
TOTAL EXPENSES	\$199,207.00				
LESS: Initial Payment Recovery		-			
Other Adjustments (Enter negative number if appropriate)					
REIMBURSEMENT AMOUNT					

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

Signature: _____ Date: _____

Title: _____

Send to: SFDPH - Housing & Urban Health 101 Grove Street, #323 San Francisco, CA 94102 Attn: Contract Payments	SFDPH - HUH Authorization For Payment: By: _____ Date: _____ Marc Trotz - Director of housing & Urban Health
---	--

**DEPARTMENT OF PUBLIC HEALTH CONTRACTOR
MONTHLY STATEMENT OF DELIVERABLES AND INVOICE**

CONTRACTOR: **TIDES Center**
Address: **The Presidio, PO Box 29907**
San Francisco, CA 94129-0907

Telephone: **(415) 561-6340**
FAX: **(415) 561-6301**

CONTRACT NAME: **Housing/DISH Project**

APPENDIX TERM: **09/01/10 - 06/30/11**

PROGRAM / EXHIBIT: **Property Management - DAH Sites**
HUD

Control Number

HC-11-06380-HU

Invoice Number

A1bSEP100

Contract Direct Purchase (DP) No.

DPHC

Fund Source:

HUD

Grant Code/Detail:

HCH005/11

Invoicing Period:

FINAL invoice

(check if Yes)

ACE Control No.

n/a

DETAIL PERSONNEL EXPENDITURES

PERSONNEL	FTE	BUDGETED SALARY	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
General Manager	0.900	\$29,291				
Assistant General Manager	0.300	\$6,075				
Desk Clerk	2.300	\$40,940				
Janitor	0.900	\$16,979				
TOTALS	4.400	\$93,285.00				

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

Certified By: _____

Date: _____

Title: _____

**DEPARTMENT OF PUBLIC HEALTH CONTRACTOR
MONTHLY STATEMENT OF DELIVERABLES AND INVOICE**

CONTRACTOR: **TIDES Center**
Address: **The Presidio, PO Box 29907
San Francisco, CA 94129-0907**

Telephone: **(415) 561-6340**
FAX: **(415) 561-6301**

CONTRACT NAME: **Housing/DISH Project**

APPENDIX TERM: **7/01/10 - 6/30/11**

PROGRAM / EXHIBIT: **Property Management - DAH Sites
General Fund**

Control Number
HC-11-06380-HU

Invoice Number
A1cJUL100

Contract Direct Purchase (DP) No. **DPHC**

Fund Source: **General Fund**

Grant Code/Detail: **n/a**

Invoicing Period:

FINAL invoice (check if Yes)

ACE Control No. **n/a**

DELIVERABLES	TOTAL CONTRACTED		DELIVERED THIS PERIOD		DELIVERED TO DATE		% OF TOTAL		REMAINING DELIVERABLES	
	UOS	Clients	UOS	Clients	UOS	Clients	UOS	Clients	UOS	Clients
Property Management Days	126,801	386								

Unduplicated Clients for Exhibit		392								
---	--	-----	--	--	--	--	--	--	--	--

EXPENDITURES	BUDGET	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
Fringe Benefits	\$372,203.00				
Total Personnel Expenses	\$1,655,661.00				
Operating Expenses:					
Occupancy	\$637,370.00				
Materials and Supplies	\$84,473.00				
General Operating	\$64,461.00				
Staff Travel	\$431.00				
Consultant/Subcontractor	\$21,623.00				
Other: Administrative Fee	\$195,392.00				
Total Operating Expenses	\$1,003,750.00				
Capital Expenditures					
TOTAL DIRECT EXPENSES	\$2,659,411.00				
Indirect Expenses					
TOTAL EXPENSES	\$2,659,411.00				
LESS: Initial Payment Recovery		-			
Other Adjustments (Enter negative number if appropriate)					
REIMBURSEMENT AMOUNT					

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

Signature: _____

Date: _____

Title: _____

Send to:	SFDPH - Housing & Urban Health 101 Grove Street, #323 San Francisco, CA 94102 Attn: Contract Payments	SFDPH - HUH Authorization For Payment:	By: _____ Date: _____ Marc Trotz - Director of housing & Urban Health
----------	---	--	--

DEPARTMENT OF PUBLIC HEALTH CONTRACTOR
MONTHLY STATEMENT OF DELIVERABLES AND INVOICE

CONTRACTOR: **TIDES Center**
Address: **The Presidio, PO Box 29907**
San Francisco, CA. 94129-0907

Telephone: **(415) 561-6340**
FAX: **(415) 561-6301**

CONTRACT NAME: **Housing/DISH Project**

APPENDIX TERM: **7/01/10 - 6/30/11**

PROGRAM / EXHIBIT: **Property Management - DAH Sites**
General Fund

Control Number
HC-11-06380-HU

Invoice Number
A1cJUL100

Contract Direct Purchase (DP) No.: **DPHC**

Fund Source: **General Fund**

Grant Code/Detail: **n/a**

Invoicing Period:

FINAL invoice (check if Yes)

ACE Control No.: **n/a**

DETAIL PERSONNEL EXPENDITURES

PERSONNEL	FTE	BUDGETED SALARY	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
General Manager	4.200	\$135,366				
Assistant General Manager	5.800	\$127,165				
Desk Clerk	20.300	\$368,161				
Janitor	7.300	\$137,058				
Relief staffing & Increases	0.000	\$29,654				
Director	1.800	\$127,402				
Deputy Director	1.000	\$48,195				
Office Manager/Project Asst	1.000	\$29,345				
Facilities Director	1.000	\$49,676				
Facilities Manager	1.800	\$64,561				
Maintenance Worker	5.900	\$139,075				
Facilities OM/Project Assoc.	1.000	\$27,800				
TOTALS	51.100	\$1,283,458.00				

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

Certified By: _____

Date: _____

Title: _____

**DEPARTMENT OF PUBLIC HEALTH CONTRACTOR
MONTHLY STATEMENT OF DELIVERABLES AND INVOICE**

APPENDIX F - 2
PAGE A

CONTRACTOR: **TIDES Center**
Address: **The Presidio, PO Box 29907
San Francisco, CA 94129-0907**

Control Number
HC-12-06380-HU

Invoice Number
A1JUL110

Contract Direct Purchase (DP) No. **DPHC**

Telephone: **(415) 561-6340**
FAX: **(415) 561-6301**

Fund Source: **FQHC**

Grant Code/Detail: **n/a**

Invoicing Period: _____

CONTRACT NAME: **Housing/DISH Project**

FINAL invoice (check if Yes)

APPENDIX TERM: **7/01/11 - 6/30/12**

ACE Control No. **n/a**

PROGRAM / EXHIBIT: **Property Management - DAH Sites
FQHC**

DELIVERABLES	TOTAL CONTRACTED		DELIVERED THIS PERIOD		DELIVERED TO DATE		% OF TOTAL		REMAINING DELIVERABLES	
	UOS	Clients	UOS	Clients	UOS	Clients	UOS	Clients	UOS	Clients
Property Management Month	12	N/A		N/A		N/A		N/A		N/A

Unduplicated Clients for Exhibit		N/A		N/A		N/A		N/A		N/A
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EXPENDITURES	BUDGET	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
Total Salaries (See Page B)	\$23,390.00				
Fringe Benefits	\$6,783.00				
Total Personnel Expenses	\$30,173.00				
Operating Expenses:					
Occupancy	\$18,395.00				
Materials and Supplies	\$2,400.00				
General Operating					
Staff Travel					
Consultant/Subcontractor					
Other: Administrative Fee	\$4,077.00				
Total Operating Expenses	\$24,872.00				
Capital Expenditures					
TOTAL DIRECT EXPENSES	\$55,045.00				
Indirect Expenses					
TOTAL EXPENSES	\$55,045.00				
LESS: Initial Payment Recovery					
Other Adjustments (Enter negative number if appropriate)					
REIMBURSEMENT AMOUNT					

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

Signature: _____ Date: _____

Title: _____

Send to:	SFDPH - Housing & Urban Health 101 Grove Street, #323 San Francisco, CA 94102 Attn: Contract Payments	SFDPH - HUH Authorization For Payment:	By: <u>Marc Trotz - Director of housing & Urban Health</u>	Date: _____
----------	--	--	--	-------------

**DEPARTMENT OF PUBLIC HEALTH CONTRACTOR
MONTHLY STATEMENT OF DELIVERABLES AND INVOICE**

CONTRACTOR: **TIDES Center**
Address: **The Presidio, PO Box 29907**
San Francisco, CA 94129-0907

Telephone: **(415) 561-6340**
FAX: **(415) 561-6301**

CONTRACT NAME: **Housing/DISH Project**

APPENDIX TERM: **7/01/11 - 6/30/12**

PROGRAM / EXHIBIT: **Property Management - DAH Sites**
FQHC

Control Number

HC-12-06380-HU

Invoice Number

A1JUL110

Contract Direct Purchase (DP) No. **DPHC**

Fund Source: **FQHC**

Grant Code/Detail: **n/a**

Invoicing Period:

FINAL invoice (check if Yes)

ACE Control No. **n/a**

DETAIL PERSONNEL EXPENDITURES

PERSONNEL	FTE	BUDGETED SALARY	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
Janitor	0.800	\$16,000				
Facilities Manager	0.200	\$5,499				
Maintenance Worker	0.100	\$1,891				
TOTALS	1.100	\$23,390.00				

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

Certified By: _____

Date: _____

Title: _____

**DEPARTMENT OF PUBLIC HEALTH CONTRACTOR
MONTHLY STATEMENT OF DELIVERABLES AND INVOICE**

APPENDIX F - 2a
PAGE A

CONTRACTOR: **TIDES Center**
Address: **The Presidio, PO Box 29907
San Francisco, CA 94129-0907**

Control Number
HC-12-06380-HU

Invoice Number
A1aJUL110

Contract Direct Purchase (DP) No. **DPHC**

Telephone: (415) 561-6340
FAX: (415) 561-6301

Fund Source: **MHSA/Prop 63**

Grant Code/Detail: **PMHS63/1205**

CONTRACT NAME: **Housing/DISH Project**

Invoicing Period: _____

APPENDIX TERM: **07/01/11 - 06/30/12**

FINAL invoice (check if Yes)

PROGRAM / EXHIBIT: **Property Management - DAH Sites
MHSA/Prop 63**

ACE Control No. **n/a**

DELIVERABLES	TOTAL CONTRACTED		DELIVERED THIS PERIOD		DELIVERED TO DATE		% OF TOTAL		REMAINING DELIVERABLES	
	UOS	Clients	UOS	Clients	UOS	Clients	UOS	Clients	UOS	Clients
Property Management Days	9,198	28								

Unduplicated Clients for Exhibit	31				
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EXPENDITURES	BUDGET	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
Fringe Benefits	\$39,352.00				
Total Personnel Expenses	\$175,049.00				
Operating Expenses:					
Occupancy	\$56,100.00				
Materials and Supplies	\$1,271.00				
General Operating					
Staff Travel					
Consultant/Subcontractor					
Other: Community Building					
Total Operating Expenses	\$57,371.00				
Capital Expenditures					
TOTAL DIRECT EXPENSES	\$232,420.00				
Indirect Expenses					
TOTAL EXPENSES	\$232,420.00				
LESS: Initial Payment Recovery		-			
Other Adjustments (Enter negative number if appropriate)					
REIMBURSEMENT AMOUNT					

Notes: _____

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

Signature: _____ Date: _____

Title: _____

Send to: SFDPH - Housing & Urban Health 101 Grove Street, #323 San Francisco, CA 94102 Attn: Contract Payments	SFDPH - HUH Authorization For Payment: By: _____ Date: _____ Marc Trotz - Director of housing & Urban Health
--	--

**DEPARTMENT OF PUBLIC HEALTH CONTRACTOR
MONTHLY STATEMENT OF DELIVERABLES AND INVOICE**

CONTRACTOR: **TIDES Center**
Address: **The Presidio, PO Box 29907**
San Francisco, CA 94129-0907

Telephone: **(415) 561-6340**
FAX: **(415) 561-6301**

CONTRACT NAME: **Housing/DISH Project**

APPENDIX TERM: **07/01/11 - 06/30/12**

PROGRAM / EXHIBIT: **Property Management - DAH Sites**
MHSA/Prop 63

Control Number

HC-12-06380-HU

Invoice Number

A1aJUL110

Contract Direct Purchase (DP) No. _____

DPHC

Fund Source: _____

MHSA/Prop 63

Grant Code/Detail: _____

PMHS63/1205

Invoicing Period: _____

FINAL invoice _____

(check if Yes)

ACE Control No. _____

n/a

DETAIL PERSONNEL EXPENDITURES

PERSONNEL	FTE	BUDGETED SALARY	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
General Manager	1.000	\$33,084				
Desk Clerk	4.600	\$84,162				
Janitor	1.000	\$18,451				
TOTALS	6.600	\$135,697.00				

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

Certified By: _____

Date: _____

Title: _____

**DEPARTMENT OF PUBLIC HEALTH CONTRACTOR
MONTHLY STATEMENT OF DELIVERABLES AND INVOICE**

CONTRACTOR: **TIDES Center**
Address: **The Presidio, PO Box 29907
San Francisco, CA 94129-0907**

Telephone: **(415) 561-6340**
FAX: **(415) 561-6301**

CONTRACT NAME: **Housing/DISH Project**

APPENDIX TERM: **09/01/11 - 06/30/12**

PROGRAM / EXHIBIT: **Property Management - DAH Sites
HUD**

Control Number

HC-12-06380-HU

Invoice Number

A1bSEP110

Contract Direct Purchase (DP) No. **DPHC**

Fund Source: **HUD**

Grant Code/Detail: **HCH005/12**

Invoicing Period:

FINAL invoice (check if Yes)

ACE Control No. **n/a**

DELIVERABLES	TOTAL CONTRACTED		DELIVERED THIS PERIOD		DELIVERED TO DATE		% OF TOTAL		REMAINING DELIVERABLES	
	UOS	Clients	UOS	Clients	UOS	Clients	UOS	Clients	UOS	Clients
Proper Management Days	11,497	34								

Unduplicated Clients for Exhibit	35									
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EXPENDITURES	BUDGET	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
Fringe Benefits	\$27,051.00				
Total Personnel Expenses	\$120,336.00				
Operating Expenses:					
Occupancy	\$72,126.00				
Materials and Supplies	\$1,845.00				
General Operating	\$4,900.00				
Staff Travel					
Consultant/Subcontractor					
Other: Community Building					
Total Operating Expenses	\$78,871.00				
Capital Expenditures					
TOTAL DIRECT EXPENSES	\$199,207.00				
Indirect Expenses					
TOTAL EXPENSES	\$199,207.00				
LESS: Initial Payment Recovery		-			
Other Adjustments (Enter negative number if appropriate)					
REIMBURSEMENT AMOUNT					

Notes:

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

Signature: _____

Date: _____

Title: _____

Send to:	SFDPH - Housing & Urban Health 101 Grove Street, #323 San Francisco, CA 94102 Attn: Contract Payments	SFDPH - HUH Authorization For Payment:	By: _____ Date: _____ Marc Trotz - Director of housing & Urban Health
----------	--	--	---

**DEPARTMENT OF PUBLIC HEALTH CONTRACTOR
MONTHLY STATEMENT OF DELIVERABLES AND INVOICE**

CONTRACTOR: **TIDES Center**
Address: **The Presidio, PO Box 29907
San Francisco, CA 94129-0907**

Control Number
HC-12-06380-HU

Invoice Number
A1cJUL110

Contract Direct Purchase (DP) No. **DPHC**

Telephone: (415) 561-6340
FAX: (415) 561-6301

Fund Source: **General Fund**

CONTRACT NAME: **Housing/DISH Project**

Grant Code/Detail: **n/a**

Invoicing Period: _____

APPENDIX TERM: **7/01/11 - 6/30/12**

FINAL invoice (check if Yes)

PROGRAM / EXHIBIT: **Property Management - DAH Sites
General Fund**

ACE Control No. **n/a**

DELIVERABLES	TOTAL CONTRACTED		DELIVERED THIS PERIOD		DELIVERED TO DATE		% OF TOTAL		REMAINING DELIVERABLES	
	UOS	Clients	UOS	Clients	UOS	Clients	UOS	Clients	UOS	Clients
Property Management Days	126,801	386								

Unduplicated Clients for Exhibit	392				
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EXPENDITURES	BUDGET	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
Fringe Benefits	\$372,203.00				
Total Personnel Expenses	\$1,655,661.00				
Operating Expenses:					
Occupancy	\$637,370.00				
Materials and Supplies	\$84,473.00				
General Operating	\$64,461.00				
Staff Travel	\$431.00				
Consultant/Subcontractor	\$21,623.00				
Other: Administrative Fee	\$195,392.00				
Total Operating Expenses	\$1,003,750.00				
Capital Expenditures					
TOTAL DIRECT EXPENSES	\$2,659,411.00				
Indirect Expenses					
TOTAL EXPENSES	\$2,659,411.00				
LESS: Initial Payment Recovery		-			
Other Adjustments (Enter negative number if appropriate)					
REIMBURSEMENT AMOUNT					

Notes: _____

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

Signature: _____ Date: _____

Title: _____

Send to:	SFDPH - Housing & Urban Health 101 Grove Street, #323 San Francisco, CA 94102 Attn: Contract Payments	SFDPH - HUH Authorization For Payment:	By: _____ Marc Trotz - Director of housing & Urban Health	Date: _____
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**DEPARTMENT OF PUBLIC HEALTH CONTRACTOR
MONTHLY STATEMENT OF DELIVERABLES AND INVOICE**

CONTRACTOR: **TIDES Center**
Address: **The Presidio, PO Box 29907
San Francisco, CA 94129-0907**

Telephone: (415) 561-6340
FAX: (415) 561-6301

CONTRACT NAME: **Housing/DISH Project**

APPENDIX TERM: **7/01/11 - 6/30/12**

PROGRAM / EXHIBIT: **Property Management - DAH Sites
General Fund**

Control Number

HC-12-06380-HU

Invoice Number

A1cJUL110

Contract Direct Purchase (DP) No.

DPHC

Fund Source:

General Fund

Grant Code/Detail:

n/a

Invoicing Period:

FINAL invoice

(check if Yes)

ACE Control No.

n/a

DETAIL PERSONNEL EXPENDITURES

PERSONNEL	FTE	BUDGETED SALARY	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
General Manager	4.200	\$135,366				
Assistant General Manager	5.800	\$127,165				
Desk Clerk	20.300	\$368,161				
Janitor	7.300	\$137,058				
Relief staffing & Increases	0.000	\$29,654				
Director	1.800	\$127,402				
Deputy Director	1.000	\$48,195				
Office Manager/Project Asst	1.000	\$29,345				
Facilities Director	1.000	\$49,676				
Facilities Manager	1.800	\$64,561				
Maintenance Worker	5.900	\$139,075				
Facilities OM/Project Assoc.	1.000	\$27,800				
TOTALS	51.100	\$1,283,458.00				

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

Certified By: _____

Date: _____

Title: _____

**DEPARTMENT OF PUBLIC HEALTH CONTRACTOR
MONTHLY STATEMENT OF DELIVERABLES AND INVOICE**

CONTRACTOR: **TIDES Center**
Address: **The Presidio, PO Box 29907
San Francisco, CA 94129-0907**

Telephone: **(415) 561-6340**
FAX: **(415) 561-6301**

CONTRACT NAME: **Housing/DISH Project**

APPENDIX TERM: **7/01/12 - 6/30/13**

PROGRAM / EXHIBIT: **Property Management - DAH Sites
- FQHC**

Control Number

HC-13-06380-HU

Invoice Number

A1JUL120

Contract Direct Purchase (DP) No. **DPHC**

Fund Source: **FQHC**

Grant Code/Detail: **n/a**

Invoicing Period:

FINAL invoice (check if Yes)

ACE Control No. **n/a**

DELIVERABLES	TOTAL CONTRACTED		DELIVERED THIS PERIOD		DELIVERED TO DATE		% OF TOTAL		REMAINING DELIVERABLES	
	UOS	Clients	UOS	Clients	UOS	Clients	UOS	Clients	UOS	Clients
Property Management Month	12	N/A		N/A		N/A		N/A		N/A
Unduplicated Clients for Exhibit		N/A		N/A		N/A		N/A		N/A

EXPENDITURES	BUDGET	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
Fringe Benefits	\$6,783.00				
Total Personnel Expenses	\$30,173.00				
Operating Expenses:					
Occupancy	\$18,395.00				
Materials and Supplies	\$2,400.00				
General Operating					
Staff Travel					
Consultant/Subcontractor					
Other: Administrative Fee	\$4,077.00				
Total Operating Expenses	\$24,872.00				
Capital Expenditures					
TOTAL DIRECT EXPENSES	\$55,045.00				
Indirect Expenses					
TOTAL EXPENSES	\$55,045.00				
LESS: Initial Payment Recovery		-			
Other Adjustments (Enter negative number if appropriate)					
REIMBURSEMENT AMOUNT					

Notes:

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

Signature: _____ Date: _____
Title: _____

Send to: SFDPH - Housing & Urban Health
101 Grove Street, #323
San Francisco, CA 94102
Attn: **Contract Payments**

SFDPH - HUH Authorization For Payment:
By: Marc Trotz - Director of housing & Urban Health Date: _____

**DEPARTMENT OF PUBLIC HEALTH CONTRACTOR
MONTHLY STATEMENT OF DELIVERABLES AND INVOICE**

CONTRACTOR: **TIDES Center**
Address: **The Presidio, PO Box 29907
San Francisco, CA 94129-0907**

Control Number
HC-13-06380-HU

Invoice Number
A1aJUL120

Telephone: **(415) 561-6340**
FAX: **(415) 561-6301**

Contract Direct Purchase (DP) No. **DPHC**

Fund Source: **MHSA/Prop 63**

Grant Code/Detail: **PMHS63/1305**

CONTRACT NAME: **Housing/DISH Project**

Invoicing Period: _____

APPENDIX TERM: **07/01/12 - 06/30/13**

FINAL invoice (check if Yes)

PROGRAM / EXHIBIT: **Property Management - DAH Sites
MHSA/Prop 63**

ACE Control No. **n/a**

DELIVERABLES	TOTAL CONTRACTED		DELIVERED THIS PERIOD		DELIVERED TO DATE		% OF TOTAL		REMAINING DELIVERABLES	
	UOS	Clients	UOS	Clients	UOS	Clients	UOS	Clients	UOS	Clients
Property Management Days	9,198	28								

Unduplicated Clients for Exhibit		31								
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EXPENDITURES	BUDGET	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
Fringe Benefits	\$39,352.00				
Total Personnel Expenses	\$175,049.00				
Operating Expenses:					
Occupancy	\$56,100.00				
Materials and Supplies	\$1,271.00				
General Operating					
Staff Travel					
Consultant/Subcontractor					
Other: Community Building					
Total Operating Expenses	\$57,371.00				
Capital Expenditures					
TOTAL DIRECT EXPENSES	\$232,420.00				
Indirect Expenses					
TOTAL EXPENSES	\$232,420.00				
LESS: Initial Payment Recovery		-			
Other Adjustments (Enter negative number if appropriate)					
REIMBURSEMENT AMOUNT					

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

Signature: _____ Date: _____

Title: _____

Send to:	SFDPH - Housing & Urban Health 101 Grove Street, #323 San Francisco, CA 94102 Attn: Contract Payments	SFDPH - HUH Authorization For Payment:	By: _____ Marc Trotz - Director of housing & Urban Health	Date: _____
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**DEPARTMENT OF PUBLIC HEALTH CONTRACTOR
MONTHLY STATEMENT OF DELIVERABLES AND INVOICE**

CONTRACTOR: **TIDES Center**
Address: **The Presidio, PO Box 29907**
San Francisco, CA 94129-0907

Telephone: (415) 561-6340
FAX: (415) 561-6301

CONTRACT NAME: **Housing/DISH Project**

APPENDIX TERM: **07/01/12 - 06/30/13**

PROGRAM / EXHIBIT: **Property Management - DAH Sites**
(MHS/Prop 63

Control Number

HC-13-06380-HU

Invoice Number

A1aJUL120

Contract Direct Purchase (DP) No.

DPHC

Fund Source:

MHSA/Prop 63

Grant Code/Detail:

PMHS63/1305

Invoicing Period:

FINAL Invoice:

(check if Yes)

ACE Control No.

n/a

DETAIL PERSONNEL EXPENDITURES

PERSONNEL	FTE	BUDGETED SALARY	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
General Manager	1.000	\$33,084				
Desk Clerk	4.600	\$84,162				
Janitor	1.000	\$18,451				
TOTALS	6.600	\$135,697.00				

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

Certified By: _____

Date: _____

Title: _____

**DEPARTMENT OF PUBLIC HEALTH CONTRACTOR
MONTHLY STATEMENT OF DELIVERABLES AND INVOICE**

CONTRACTOR: **TIDES Center**
Address: **The Presidio, PO Box 29907
San Francisco, CA 94129-0907**

Telephone: **(415) 561-6340**
FAX: **(415) 561-6301**

CONTRACT NAME: **Housing/DISH Project**

APPENDIX TERM: **09/01/12 - 06/30/13**

PROGRAM / EXHIBIT: **Property Management - DAH Sites
HUD**

Control Number HC-13-06380-HU	Invoice Number A1bSEP120
Contract Direct Purchase (DP) No. DPHC	Fund Source: HUD
Grant Code/Detail: HCH005/13	Invoicing Period: _____
FINAL invoice <input type="checkbox"/> (check if Yes)	ACE Control No. n/a

DELIVERABLES	TOTAL CONTRACTED		DELIVERED THIS PERIOD		DELIVERED TO DATE		% OF TOTAL		REMAINING DELIVERABLES	
	UOS	Clients	UOS	Clients	UOS	Clients	UOS	Clients	UOS	Clients
Property Management Days	11,497	34								
Unduplicated Clients for Exhibit		35								

EXPENDITURES	BUDGET	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
Fringe Benefits	\$27,051.00				
Total Personnel Expenses	\$120,336.00				
Operating Expenses:					
Occupancy	\$72,126.00				
Materials and Supplies	\$1,845.00				
General Operating	\$4,900.00				
Staff Travel					
Consultant/Subcontractor					
Other: Community Building					
Total Operating Expenses	\$78,871.00				
Capital Expenditures					
TOTAL DIRECT EXPENSES	\$199,207.00				
Indirect Expenses					
TOTAL EXPENSES	\$199,207.00				
LESS: Initial Payment Recovery					
Other Adjustments (Enter negative number if appropriate)					
REIMBURSEMENT AMOUNT					

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

Signature: _____ Date: _____

Title: _____

Send to: SFDPH - Housing & Urban Health 101 Grove Street, #323 San Francisco, CA 94102 Attn: Contract Payments	SFDPH - HUH Authorization For Payment: By: _____ Date: _____ Marc Trotz - Director of housing & Urban Health
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**DEPARTMENT OF PUBLIC HEALTH CONTRACTOR
MONTHLY STATEMENT OF DELIVERABLES AND INVOICE**

APPENDIX F - 3c,
PAGE "A"

CONTRACTOR: **TIDES Center**
Address: **The Presidio, PO Box 29907
San Francisco, CA 94129-0907**

Telephone: **(415) 561-6340**
FAX: **(415) 561-6301**

CONTRACT NAME: **Housing/DISH Project**

APPENDIX TERM: **7/01/12 - 6/30/13**

PROGRAM / EXHIBIT: **Property Management - DAH Sites
General Fund**

Control Number
HC-13-06380-HU

Invoice Number
A1cJUL120

Contract Direct Purchase (DP) No: **DPHC**

Fund Source: **General Fund**

Grant Code/Detail: **n/a**

Invoicing Period:

FINAL invoice (check if Yes)

ACE Control No. **n/a**

DELIVERABLES	TOTAL CONTRACTED		DELIVERED THIS PERIOD		DELIVERED TO DATE		% OF TOTAL		REMAINING DELIVERABLES	
	UOS	Clients	UOS	Clients	UOS	Clients	UOS	Clients	UOS	Clients
Property Management Days	126,801	386								

Unduplicated Clients for Exhibit		392								
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EXPENDITURES

	BUDGET	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
Total Salaries (See Page B)	\$1,283,458.00				
Fringe Benefits	\$372,203.00				
Total Personnel Expenses	\$1,655,661.00				
Operating Expenses:					
Occupancy	\$637,370.00				
Materials and Supplies	\$84,473.00				
General Operating	\$64,461.00				
Staff Travel	\$431.00				
Consultant/Subcontractor	\$21,623.00				
Other: Administrative Fee	\$195,392.00				
Total Operating Expenses	\$1,003,750.00				
Capital Expenditures					
TOTAL DIRECT EXPENSES	\$2,659,411.00				
Indirect Expenses					
TOTAL EXPENSES	\$2,659,411.00				
LESS: Initial Payment Recovery		-			
Other Adjustments (Enter negative number if appropriate)					
REIMBURSEMENT AMOUNT					

Notes:

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

Signature: _____

Date: _____

Title: _____

Send to:	SFDPH - Housing & Urban Health 101 Grove Street, #323 San Francisco, CA 94102 Attn: Contract Payments	SFDPH - HUH Authorization For Payment:	By: <u>Marc Trotz - Director of housing & Urban Health</u>	Date: _____
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Appendix G

Dispute Resolution Procedure For Health and Human Services Nonprofit Contractors

9-06

Introduction

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

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

Dispute Resolution Procedure

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

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

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

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

Appendix G

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

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

Appendix H

INSURANCE CERTIFICATES



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/16/2010

Page 1 of 2

PRODUCER 877-945-7378 Willis Insurance Services of California, Inc. 26 Century Blvd. P. O. Box 305191 Nashville, TN 37230-5191		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED Tides Center P.O. Box 29907 San Francisco, CA 94129-0907		INSURERS AFFORDING COVERAGE	NAIC#
		INSURER A: Travelers Corporation, The	25631-100
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	

COVERAGES

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

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
		GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
		EXCESS / UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below OTHER	PACR-UB-3583P46-2-10	1/1/2010	1/1/2011	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Project Name and Fund No.: Homeless Youth Alliance #1310 - Requester: Rich Eijima

CERTIFICATE HOLDER

City & County of San Francisco
 Attn: John Pabustan
 San Francisco Department of Public Health
 Business Office: Contract Compliance
 1380 Howard St. 2nd Floor
 San Francisco, CA 94103

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.



CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 3

DATE (MM/DD/YYYY)
02/16/2010

PRODUCER 877-945-7378 Willis Insurance Services of California, Inc. 26 Century Blvd. P. O. Box 305191 Nashville, TN 37230-5191	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED Tides Center P.O. Box 29907 San Francisco, CA 94129-0907	INSURERS AFFORDING COVERAGE	NAIC#
	INSURERA: Philadelphia Insurance Company	23850-100
	INSURERB:	
	INSURERC:	
	INSURERD:	
	INSURERE:	

COVERAGES

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

INSR ADD'L TR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJ. JECT <input type="checkbox"/> LOC	PHPK525077	1/31/2010	1/31/2011	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	X	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	PHPK525077	1/31/2010	1/31/2011	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
A		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000	PHUB297463	1/31/2010	1/31/2011	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ \$ \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under SPECIAL PROVISIONS below				WC STATUTORY LIMITS <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A		OTHER Social Serv Professional	PHPK525077	1/31/2010	1/31/2011	\$1,000,000. Incident \$2,000,000. Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Project Name and Fund No.: Homeless Youth Alliance #1310 - Requester: Rich Eijima

Philadelphia General Liability includes Social Services Professional Liability.

It is agreed that City & County of San Francisco, DPH-AIDS Office-HIV Prevention Section, its Officers, Agents and Employees are included as Additional Insureds as respects to General Liability and Auto Liability, but solely in regards to work being performed by or on behalf of the Named

CERTIFICATE HOLDER

City & County of San Francisco
Attn: John Pabustan
San Francisco Department of Public Health
Business Office: Contract Compliance
1380 Howard St. 2nd Floor
San Francisco, CA 94103

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Willis

CERTIFICATE OF LIABILITY INSURANCE Page 2 of 3

DATE
02/16/2010

PRODUCER 877-945-7378 Willis Insurance Services of California, Inc. 26 Century Blvd. P. O. Box 305191 Nashville, TN 37230-5191		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED Tides Center P.O. Box 29907 San Francisco, CA 94129-0907		INSURERS AFFORDING COVERAGE	NAIC#
		INSURER A: Philadelphia Insurance Company	23850-100
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

Insured in connection with the project described herein.

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

INSURED: Tides Center
POLICY NUMBER: PHPK525077

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - DESIGNATED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization:

City & County of San Francisco, DPH-AIDS Office-HIV Prevention Section, its Officers, Agents and Employees

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an Insured the person or organization shown in the Schedule as an Insured but only with respect to liability arising out of your operations or premises owned by or rented to you.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

SCHEDULE

Name of Person(s) or Organization(s):

City & County of San Francisco, DPH-AIDS Office-HIV Prevention Section, its Officers, Agents and Employees

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An insured Provision contained in Section II of the Coverage Form.

This endorsement is executed by the company designated below
Philadelphia Insurance Company

Effective Date: 1/31/2010 Expiration Date: 1/31/2011
For attachment to Policy No. PHPK525077

Issued to Tides Center