

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

SECOND Amendment

This AMENDMENT (this "Amendment") is made as October 1, 2012, in San Francisco, California, by and between **WEST BAY HOUSING CORPORATION** ("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 funds and extend contract terms to housing services, scattered site housing and rental subsidies;

WHEREAS, approval for this Amendment was obtained when the Civil Service Commission approved Contract Number 2000-03/04, on July 07, 2008;

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 April 01, 2009, (BPHC09000173/DPHC09001067/DPHC10000144), between Contractor and City, as amended by the

First Amendment dated July 01, 2010, (BPHC09000173/DPHC11000655).

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. **Section 02. Section 02 Term of the Agreement, of the Agreement currently reads as follows:**

2. **Term of the Agreement.** Subject to Section 1, the term of this Agreement shall be from April 1, 2009 to June 30, 2012.

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

Option 1:	07/01/2010-06/30/2012	Exercised
Option 2:	07/01/2012-06/30/2013	
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	

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

2. **Term of the Agreement.** Subject to Section 1, the term of this Agreement shall be from April 1, 2009 to June 30, 2013.

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

Option 1:	07/01/2010-06/30/2012	Exercised
Option 2:	07/01/2012-06/30/2013	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	

b. **Section 05. Section 05 Compensation, of the Agreement currently reads as follows:**

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 **Seven Million Eight Hundred Ten Thousand Eight Hundred Eighty-Six DOLLARS (\$7,810,886)**. 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.

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

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 **Nine Million Five Hundred Sixty-Nine Thousand Four Hundred Thirty DOLLARS (\$9,569,430)**. 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.

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 04/01/09-06/30/13.

- c. **Delete** Appendix A, 07/01/10-06/30/12, Pages 1-4, and **substitute** Appendix A, 04/01/09-06/30/13, Pages 1-5.
- d. **Add** Appendix A-1, 07/01/12-06/30/13, Pages 1-7.
- e. **Delete** Appendix B, 07/01/10-06/30/12, Pages 1-2, and **substitute** Appendix B, 04/01/09-06/30/13, Pages 1-3.
- f. **Add** Appendix B-1g, 07/01/12-06/30/13, Pages 1-4.
- g. **Add** Appendix B-1h, 07/01/12-06/30/13, Pages 1-2.
- h. **Add** Appendix D Additional Terms.
- i. **Add** Appendix F-1g, 07/01/12-06/30/13, Pages A and B.
- j. **Add** Appendix F-1h, 07/01/12-06/30/13, Pages A and B.
- k. **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 the date of this Amendment.

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

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day first mentioned above.

CITY

CONTRACTOR

Recommended by:

WEST BAY HOUSING CORPORATION

BARBARA A. GARCIA, M.P.A.
Director of Health

10/3/12

Date

Approved as to Form:

Dennis J. Herrera
City Attorney

By: Ajeeta Van Runkle
Deputy City Attorney

10/4/12

Date

Approved:

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.

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.

William Pickel
Executive Director
1390 Market Street, Suite 405
San Francisco, CA 94102

10/1/12

Date

For Jaci Fong
Acting Director
Office of Contract
Administration and Purchaser

10/16/12

Date

City vendor number: 78059

Appendices

- A: Services to be provided by Contractor
- B: Calculation of Charges
- D: Additional Terms
- H: Insurance Certificates

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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.

P. Aerosol Transmissible Disease Program, Health and Safety:

(1) Contractor must have an Aerosol Transmissible Disease (ATD) Program as defined in the California Code of Regulations, Title 8, Section 5199, Aerosol Transmissible Diseases (<http://www.dir.ca.gov/Title8/5199.html>), and demonstrate compliance with all requirements including, but not limited to, exposure determination, screening procedures, source control measures, use of personal protective equipment, referral procedures, training, immunization, post-exposure medical evaluations/follow-up, and recordkeeping.

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

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

(4) Contractor assumes responsibility for procuring all medical equipment and supplies for use by their staff, including Personnel Protective Equipment such as respirators, and provides and documents all appropriate training.

Q. Research Study Records:

To facilitate the exchange of research study records, should this Appendix A include the use of human study subjects, Contractor will include the City in all study subject consent forms reviewed and approved by Contractor's IRB.

2. Description of Services

Detailed descriptions of services supporting the period 04/01/09-6/30/13 may be found in the following Appendixes:

Appendix A, 04/01/09-06/30/13, Pages 4-5	Program Summary
Appendix A-1, 04/01/09-06/30/10, Pages 1-7	Scattered-Site Housing & Rental Subsidy Administration
Appendix A-1, 07/01/10-06/30/12, Pages 1-7	Scattered-Site Housing & Rental Subsidy Administration
Appendix A-1, 07/01/12-06/30/13, Pages 1-7	Scattered-Site Housing & Rental Subsidy Administration

SUMMARY

Service Providers:	West Bay Housing Corporation				
Fiscal Agent:	Same as Above				
Total Contract Amount:	\$ 8,544,134				
System of Care:	Housing and Urban Health				
Provider Address:	1380 Market Street, San Francisco, CA 94102				
Provider Phone:	(415) 618-0012 Ext. 205			Provider Fax #: (415) 618-0288	
Contact Person:	William Pickle Executive Director bill@westbayhousing.org				
Program Name:	Scattered-Site Housing & Rental Subsidy Administration (SSHRSA)				
Amount for Start-Up:	Appendix A-1 \$200,000 (General Fund Project)				
Term:	04/01/09 – 06/30/09		UOS	UDC	
Definition of UOS:	Housing Subsidy Month		9	6	
Total UOS / UDC:			9*	6*	
Amount Year One:	Appendix A-1 \$1,291,464 (General Fund Project)			Appendix A-1 \$54,000 (SAMHSA Grant)	
Term:	07/01/09 – 06/30/10		UOS	UDC	
Definition of UOS:	Housing Subsidy Month		702	100	
Total UOS / UDC:	Totals		702*	100*	
Amount Year Two:	Appendix A-1 \$2,063,638 (General Fund-Project)			Appendix A-1 \$158,000 (General Fund)	
Term:	07/01/10 – 06/30/11		UOS	UDC	
Definition of UOS:	Housing Subsidy Month		479	70	
Total UOS / UDC:	Totals		479*	70**	
Amount Year Three:	Appendix A-1 \$1,950,000 (General Fund-Project)			Appendix A-1 \$174,830 (General Fund)	
Term:	07/01/11 – 06/30/12		UOS	UDC	
Definition of UOS:	Housing Subsidy Month		1211	15	
Total UOS / UDC:	Totals		1211*	15**	
Amount Year Four:	Appendix A-1 \$2,474,033 (General Fund Project)			Appendix A-1 \$178,169 (General Fund)	
Term:	07/01/12 – 06/30/13		UOS	UDC	
Definition of UOS:	Housing Subsidy Month		1,392	151	
Total UOS / UDC:	Totals		1,392*	151**	

Target Population A-1:	Laguna Hospital (LHH) patients and persons considered at-risk of placement in a skilled nursing facility but who wish to live in the community. The Diversion and Community Integration Program (DCIP) will determine clinical appropriateness for community housing and will refer persons to the LHH Scattered-Site Housing and Rental Subsidy Program; staff from the San Francisco Department of Public Health (SFDPH) and the Department of Aging and Adult Services (DAAS) comprise the DCIP unit.
Description of Service A-1:	Housing Subsidy Month: A UOS is defined as but not limited to person-centered placement and planning, outreach to the private real estate market, unit identification, master-leasing, rental subsidy administration, property owner/program participant liaison, unit repairs and modifications, inspections and service provider communication.

*There is no perfect formula to calculate the total number of UOS because it is based on a projection and the needs of the population being served. Thus, the total number of UOS per year is only an estimate.

** The number of estimated units (UDC) secured (85) is higher than the expected UDC (75). WBHC is not the ultimate decision maker on placements into scattered-site housing units. In future years, and as placement more accurately reflects the cumulative total of units acquired, the UDC for this contract will more closely follow the model of other DPH housing contracts; UDC will likely exceed the total number of housing units to account for unit/tenant turnover.

***The UOS and UDC are calculated under one funding source (General Fund-Project).

Contractor: West Bay Housing Corporation
Program: Scattered-Site Housing & Rental Subsidy Administration
City Fiscal Year: 07/1/12 – 06/30/13
CMS#: 6579

Appendix A-1
Contract Term: 07/1/12 through 06/30/13
Funding Sources: General Fund-Project / General Fund

1. **Program Name:** Scattered-Site Housing & Rental Subsidy Administration (SSHRSA)
Program Address: 1390 Market St. Suite 405
City, State, Zip Code: San Francisco, CA. 94102
Telephone: (415) 618-0012 x 205
Facsimile: (415) 618-0228

2. **Nature of Document (check one)**

New Renewal Modification #1

3. **Goal Statement**

Identify and secure rental units for individuals transitioning out of Laguna Honda Hospital (LHH) and persons considered at-risk of placement in a skilled nursing facility, providing rental subsidy administration, tenant-landlord liaison services, housing retention services, unit habitability and tenant well-being inspections, 24-hour emergency services, and, as needed, unit modifications (reasonable accommodations). Narrative

4. **Target Population**

The target population consists of Laguna Honda Hospital (LHH) patients and persons considered at-risk of placement in a skilled nursing facility but who wish to live in the community. The Diversion and Community Integration Program (DCIP) will determine clinical appropriateness for community housing and will refer persons to the LHH Scattered-Site Housing and Rental Subsidy Program; staff from the Department of Public Health (DPH) and the Department of Aging and Adult Services (DAAS) comprise the DCIP unit.

5. **Modality(ies)/Interventions**

Unit of Service Description	Units of Service (UOS)	Number of Units/Clients	Unduplicated New Units/Clients (UDC)
FY12-13 A Unit of Service is defined as a Housing Subsidy Month: A UOS includes everything related to placing and maintaining members of the Chamber's Case Settlement class in appropriate housing in the community. This includes person-centered placement and planning, outreach to the private real estate market, unit identification, master-leasing, rental subsidy administration, property owner/program participant liaison, unit repairs and modifications, inspections, service provider communication.	1,392	127	24
TOTAL:	1,392*	127	151**

*There is no perfect formula to calculate the total number of UOS, as it is based on a projection and the needs population being served. Thus, the total number of UOS per year is only an estimate.

** Unduplicated Clients UDC are based on new program participants to the program and program participants who were housed in previous fiscal years but continue to receive a rent subsidy in current years.

Program UDC and UOS Projection FY 12/13

Contract Phase	Month	# of Months	UOS (Subsidy) per month	Cumulative # of new subsidized housing units secured each month	# of new Chambers class members (UDC)
Rent Up and Ongoing Operations 7/1/12 - 6/30/13	July	1	105	105	2
	August	1	107	107	2
	September	1	109	109	2
	October	1	111	111	2
	November	1	113	113	2
	December	1	115	115	2
	January	1	117	117	2
	February	1	119	119	2
	March	1	121	121	2
	April	1	123	123	2
	May	1	125	125	2
	June	1	127	127	2
Total		12	1,392	127	24

6. Methodology

Person-Centered Planning

West Bay Housing Corporation (WBHC) program staff will participate in the DCIP process and communicate frequently with program participants, their case managers, and other stakeholders to ensure that WBHC's search for suitable housing reflects overall program criteria (e.g., safe neighborhoods, easy access to public transportation, community amenities, etc.) and matches participants with the most appropriate units per a Community Living Plan (CLP) documenting their assessed needs and preferences.

Outreach to the Private Residential Real Estate Market. WBHC's marketing/outreach will highlight the benefits of master leasing with rental subsidy to prospective partners, including for-profit and non-profit landlords, property managers, real estate brokers, and trade associations. WBHC will develop marketing materials, presentations, brochures, references and testimonials to explain the nature and benefits of the master leasing program. The materials may include draft master leases and preliminary engagement documents, such as Letters of Interest (LOC).

Unit Identification

Informed by DCIP-established neighborhood and unit criteria, and more particularly by the assessed housing needs and preferences of program participants, WBHC will conduct a systematic search for suitable housing in a range of configurations, excluding single-room occupancy units. This search will simultaneously target owners/managers of large portfolios as well as smaller operators in order to maximize the range of housing options available and expedite progress toward the goal of master leasing 100+ units. All units proposed for master leasing may be subject to DCIP review and approval.

- Note: With direction from the City of San Francisco, Office of Housing and Urban Health, WBHC will establish community partnerships with local affordable housing developers and residential community providers in an effort to create additional subsidized housing units.

Master-Leasing

For housing units meeting with DCIP approval, WBHC will negotiate master leases with landlords/property managers. All master leases are subject to final approval by DPH. Subject to the requirements of DPH and the program, WBHC will offer landlords/property managers flexibility regarding master lease terms, such as responsibility for ongoing minor maintenance, code violations, major repairs, and accessibility modifications. WBHC will seek to negotiate long-term master leases with prescribed annual rent increases or a floor/ceiling mechanism, and termination/extension clauses designed to provide maximum housing security to participants and opt-out flexibility to DPH. WBHC will use HUD Fair Market Rents (FMRs) as a benchmark, exceeded where warranted by the benefits to program participants; all contract rents will be subject to prior approval by DPH. WBHC will develop, enter into and enforce the terms of a DPH-approved Occupancy Agreement (i.e., a sub-lease) with each program participant.

Rental Subsidy Administration

WBHC will administer a rental subsidy program for program participants. WBHC will conduct income verifications prior to move-in and monthly to ensure no program participant pays more than 50% of his or her monthly income toward rent. WBHC will be responsible for the ongoing monthly payments of rent per master leases. WBHC will collect the participant's share of the total contract rent from a third-party payee service provider designated by DPH. WBHC staff will notify the City if a tenant experiences or may experience difficulty paying their portion of the rent, so the City may consider whether a larger rent subsidy is necessary to secure or retain housing. WBHC will meticulously document all communication with tenants, landlords, property managers, Third Party Rent Payment providers, and other parties regarding rent payments.

- **Third Party Rent Payment Policy:** In order to minimize program participant's risk of returning to housing instability due to non-payment of rent, the new Scattered-Site Housing and Rental Subsidy program will include Third Party Rent Payment in the program's basic policies and procedures. Every program participant has to sign up with a professional Money Management provider, who receives the client's income and pays the rent directly to the housing provider.

Unless a client already has a Third Party Rent Payment provider or a court-mandated Payee in place, program participants will be provided with this service via the existing DPH Third Party Rent Payment contract. In other words, HUH, together with the DCIP, assures that the resources for this requirement are provided. Unless a client receives mandated Payee services or chooses to, s/he does not have to utilize any other money management services. However, the DPH-contracted provider is resourced to deliver the full array of money management services to those who choose them.

Owner/Participant Liaison

WBHC will serve as liaison between the property owner/manager and the program participant(s) in all matters, including initial occupancy, unit modifications (accessibility, life safety), maintenance, and relations with management and neighbors. A contact person will be designated for each program participant. WBHC will refer any concerns jeopardizing a participant's housing stability to the participant's case manager and/or to DCIP as needed; all participant, property owner/manager, and neighbor complaints or grievances will be documented.

Unit Repairs and Modifications

WBHC will designate a procedure for requesting repairs and/or modifications to a participant's unit and will determine whether the property owner/manager or WBHC is responsible for the requested repairs or modifications under the terms of the master lease. The procedure will include a tenant request form to WBHC. Where appropriate, WBHC will use a reserve fund or other allocated source to cover the cost of the requested repairs or modifications.

Unit Habitability and Tenant Wellness Checks

WBHC will conduct regular inspections to ensure basic program oversight and unit monitoring, including unit habitability (e.g., code compliance, life safety, accessibility, cleanliness, etc.) and participant well-being. WBHC staff will apply housing knowledge of the San Francisco rental market to educate and advocate for participants living in the community by understanding tenant rights and lease agreements. WBHC staff will work closely with participants and landlords to check and immediately remedy property damage and identify opportunities to perform preventative maintenance. Life retention and health watch through regular wellness checks by WBHC will allow staff to identify and direct to the proper agency needed intervention and assistance. Participants will receive prior notice of all unit inspections/visits, and WBHC will document all such inspections/visits.

Housing Retention Services

WBHC staff will serve as liaison to community supports and bridge communication between program participants and ongoing case management staff. WBHC will serve as a community resource with expertise on specific scattered-site communities. WBHC staff will develop and maintain a data base of community resource data, a network of supportive housing resources available in San Francisco. These generic resources will include: Security deposit assistance programs, 24-hour emergency shelter services, emergency rental assistance agencies, food banks and transportation services. WBHC staff will work to maintain relationships with the property managers, business owners, and tenants who reside within the micro-community. This will allow WBHC program participants unique access to pre-existing relationships in their neighborhoods with the primary goal of rapid inclusion in their communities. WBHC staff will be aware of community events that the program participants will have access to, and be able to clearly communicate with the participant the value of involvement in these events. WBHC staff will also provide supports around the development of housing-related life skills specific to each program participant (e.g., tenant-landlord mediation, neighbor relations, travel, moving, storage, and establishing utility services). The unique combination of understanding our program participants and their lease agreements will allow WBHC staff to effectively identify precursors to possible tenant-landlord contention.

Service Provider Communication

WBHC will communicate professionally and confidentially with each participant's case manager and service provider of record, and with DCIP during initial move-in and housing stabilization, as well as whenever concerns threatening the participant's well-being and/or housing tenure arise during occupancy. WBHC will participate in case conferencing as scheduled by participants' primary case management providers. Additionally, WBHC will prepare housing updates on participants as requested by DCIP. The Director of Housing Services will attend DCIP meetings, as well as additional work groups and planning meetings to ensure the development of successful program collaboration. WBHC will participate in the development of Memoranda of Understanding with other DCIP members and service providers, as necessary.

On-Call Service Capability/24-Hour Response

A designated WBHC employee will be on call 24 hours a day, 7 days a week to assist participants and property owners/managers with urgent (non-emergency) matters. Prior to move-in, a WBHC Housing Coordinator will discuss emergency protocols with each participant. This will be included as part of the Move-In Orientation protocols. WBHC will provide each tenant with an emergency contact information list including numbers for local police, fire, and ambulance.

7. Objectives and Measurements

A. Performance/Outcome Objectives

- 1) By the end of June 30, 2013, 85 residential units each year will be secured by lease for the San Francisco Department Public Health-Housing and Urban Health section to house program participants of the SSHRSA Program, as demonstrated by the number of housing units under contract on file and as reflected in the number of units listed in our housing portfolio tracker.
***Evaluation:** The property acquisitions specialist will work with other designated WBHC staff to ensure that the appropriate amount of scattered-site housing units are secured for 170 unduplicated program participants over the next two Fiscal Years. Under supervision from the Director of Housing Programs, the Property Acquisitions Specialist will identify, negotiate, and lease a portfolio of appropriate scattered-site units (including apartments and homes) to facilitate timely discharge from LHH or diversion from entry in LHH. Each month, staff progress will be assessed and documented. Ongoing progress evaluation will be conducted via weekly supervisory meetings and record reviews, as well as monthly reports documenting weekly action items and site visits submitted to the Director of Housing Programs. WBHC will develop and maintain a database to generate monthly and year-end reports with master lease information, total number of clients housed and housing units master leased/occupied, move-in date, tenancy tenure, move-out date/reason for move, total number of units leased, reasons for departure/issues resolved, and other information.*

- 2) By the end of June 30, 2013, (90%) of participants of the West Bay Housing (WBHC) Scattered-Site Housing and Rental Subsidy Program who move into a WBHC Scattered-Site unit will still be housed. Of those who leave the housing, at least seventy-five percent (75%) will obtain unsubsidized housing, other supportive housing, move in with family or friends, or be placed in a higher level of care where their special needs can be better addressed, as documented in the client portfolio file.
***Evaluation:** The Scattered Site Housing Program Manager and Retention Specialist maintain strong relationships with the program participant and the support service staff. As issues arise, the Program Manager, Retention Specialist, and Director of Housing Programs will review the issue as a team and work with the participant and any support staff to resolve any conflict. Weekly reports are generated by the WBHC Housing Coordinator and distributed to the WBHC team. Feedback is also provided by the WBHC Acquisitions Specialist.*

- 3) By the end of June 30, 2013, 80% of residents who complete the Resident Satisfaction Survey will rate that they are satisfied or very satisfied with the services they receive, as measured by summary and analysis responses to the Resident Satisfaction Survey.
***Evaluation:** Resident Satisfaction Surveys will be conducted annually. Seventy five percent of residents will complete and return the survey. The Program Director will review and analyze this information on an annual basis and report findings to DPH in the Annual Monitoring. Results of the surveys will also be presented to residents at a monthly Resident Council meeting, and the Program Director will be responsible for ensuring follow-up on the data collected to ensure that high quality services are being provided. (I added this outcome objective)*

B. Other Measurable Objectives/Process Objectives

- 1) By the end of June 30, 2013, 100% of the master-leased units occupied by participants will be delivered for initial occupancy and maintained throughout the contract term in safe, decent, code-compliant and habitable condition, as demonstrated in our monthly Housing Retention log.

Evaluation: WBHC will oversee the preparation of each identified unit for initial occupancy in keeping with the participant's CLP, and will conduct regular monthly unit inspections to ensure ongoing unit habitability and participant wellness and housing stability. WBHC will document all inspections and reported concerns and will resolve any identified health, safety, code compliance, accessibility or other concerns in a timely manner. Documents will be reviewed by Director of Housing Programs and/or designated management staff. Tenant's well-being and unit habitability status will be assessed and shared with DCIP and DPH staff upon request. In addition to Initial Occupancy Reports, Inspection Reports and Work Orders, documentation will include ongoing and year-end Participant (Tenant) Satisfaction Surveys.

- 2) By the end of June 30, 2013, WBHC staff will continue to administer a rental subsidy program that complies with the requirements of the Chambers settlement as well as DCIP and DPH specifications to ensure that 100% of program participants occupying master-leased units pay no more than 50% of their monthly income toward rent, as measured and documented via the monthly rent roll tracker and quarterly DCIP report.

Evaluation: Under the oversight of the WBHC Director of Housing, the agency will develop and administer a rental subsidy program that ensures that program participants pay no more than 50% of their monthly income toward rent and to ensure that rent owed to all property owners/managers of master-leased units is paid on time and in full throughout the contract term. WBHC staff will collect tenants' portion of rent (via the Third-Party Rent Payment Provider) not to exceed 50% of monthly income. WBHC staff will calculate the difference between the tenants' rent share and contract rent (i.e., the rental subsidy amount) and advance timely and full payment of the contract rent to each property owner/manager on a monthly basis. WBHC will maintain both accounting and master leasing databases to generate monthly, year-to-date, and year-end reports documenting timely and full payment of contract rents for each participant and master lease rents to property owner/managers.

- 3) By the end of June 30, 2013, WBHC staff will produce quarterly financial reports detailing use of rent subsidies funds; details will follow requirements of Chambers settlement, as documented in the Board of Director's report.

Evaluation: Designated WBHC fiscal staff will develop/produce quarterly reports detailing the use of rent subsidies, separated by security deposits and rent subsidies, repairs, building modifications, etc. as required by the Chambers Settlement. Information will be reviewed by the Director of Housing Programs and subsequently shared with DPH staff on a quarterly basis, as well as upon request.

- 4) By the end of June 30, 2013, WBHC staff will develop, organize, and implement quarterly town-hall meetings that are designed to target housing related questions, concerns, and issues that have affected the program participants, as measured by quarterly town-hall meeting minutes.

Evaluation: WBHC will organize quarterly "town-hall" meetings designed to address any program participant housing questions or concerns. Each quarterly meeting will initially focus on a specific housing issue and will provide print-outs and educational documents to improve the housing knowledge of each attendee. Attendance will be optional, with a small raffle to encourage attendance. The Scattered- Site Housing Program Manager will lead each town-hall meeting and the Retention Specialists will provide support as needed.

8. Continuous Quality Improvement

WBHC staff will take the following systematic steps to ensure program quality:

- Review and continuously develop program policies and procedures related to all aspects of the Scattered-Site Housing and Rental Subsidy Administration program;
- Utilize an incident reporting system that complies with DPH - Community Programs' policies;
- Post client grievance policy and procedure; sign policy and procedure with each new program participant and file signed copy;
- Develop MOU's and LOC's with DCIP agencies and other service providers, landlords and rental agencies, as appropriate;
- Utilize electronic or paper charting system for the program and open a file on each new participant; system will include an ongoing supervisory review and sign-off process;
- Provide orientation and ongoing training to staff and supervisors; require all staff to study models of scattered-site supportive housing and master leasing, "bench-marking" to avoid pitfalls, false-starts, and other inefficiencies;
- Utilize information tracking tools to administer rent subsidies; this includes all necessary tools, policies and procedures;
- Utilize tracking systems to monitor, manage, report on, and analyze master lease, contract rent, repair/maintenance/unit modification, and related property information, including all necessary tools, policies and procedures;
- Conduct weekly team meetings to discuss weekly and monthly objectives and progress toward annual/contract term goals;
- Conduct monthly case conferences as appropriate; such as, during initial occupancy and housing stabilization, or to address housing-related issues during occupancy;
- Director of Housing Programs or designated staff will engage in weekly supervisory review of all program staff work and progress, identifying challenges and areas for improvement, and setting the agenda for case conferences and weekly team meetings;
- Generate monthly reports for DCIP/DPH to document and track progress;
- Participate in DCIP meetings, and develop procedures and forms to ensure that DCIP and case manager direction and input is conveyed to Housing Retention Specialist;
- Post relevant policy information (i.e., Fair Housing guidelines);
- Participate in all aspects of City and DPH Compliance policies, including but not limited to annually program monitoring, year-end reporting, annual independent audit, and cultural competency reporting;
- Conduct monthly visits to ensure client well-being and unit habitability; develop forms and tracking systems to capture and analyze information regarding housing stability, unit condition, landlord-tenant relations, efficiency and responsiveness in maintenance, repairs, dispute resolution, etc.;
- 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;
- Program staff will administer and analyze data from a resident satisfaction survey annually.

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 04/01/09-06/30/13 may be found in the following Appendixes:

Appendix B, 04/01/09-06/30/13, Page 2	Budget Summary
Appendix B-1, 04/01/09-06/30/09, Pages 1-3	Scattered-Site Housing & Rental Subsidy Administration
Appendix B-1a, 07/01/09-06/30/10, Pages 1-2	Scattered-Site Housing & Rental Subsidy Administration
Appendix B-1b, 09/01/09-06/30/10, Pages 1-3	Scattered-Site Housing & Rental Subsidy Administration
Appendix B-1c, 07/01/10-06/30/11, Pages 1-4	Scattered-Site Housing & Rental Subsidy Administration
Appendix B-1d, 07/01/10-06/30/11, Pages 1-2	Scattered-Site Housing & Rental Subsidy Administration
Appendix B-1e, 07/01/11-06/30/12, Pages 1-4	Scattered-Site Housing & Rental Subsidy Administration
Appendix B-1f, 07/01/11-06/30/12, Pages 1-2	Scattered-Site Housing & Rental Subsidy Administration
Appendix B-1g, 07/01/12-06/30/13, Pages 1-4	Scattered-Site Housing & Rental Subsidy Administration
Appendix B-1h, 07/01/12-06/30/13, Pages 1-2	Scattered-Site Housing & Rental Subsidy Administration

B. Contractor understands that, of the maximum dollar obligation listed in Section 5 of this Agreement, **\$1,025,296** 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	General Fund	\$200,000	04/01/09-06/30/09	(Appx B-1)
Original Agreement	General Fund	\$1,756,464	07/01/09-06/30/10	(Appx B-1a)
Internal Contract Revision	General Fund	(\$465,000)	07/01/09-06/30/10	(Appx B-1a)
Internal Contract Revision	SAMHSA	\$54,000	09/01/09-06/30/10	(Appx B-1b)
1 st Amendment	General Fund (Project)	\$2,063,638	7/01/10-06/30/11	(Appx B-1c)
1 st Amendment	General Fund	\$158,000	7/01/10-06/30/11	(Appx B-1d)
1 st Amendment	General Fund (Project)	\$3,004,867	7/01/11-06/30/12	(Appx B-1e)
1 st Amendment	General Fund	\$158,000	7/01/11-06/30/12	(Appx B-1f)
Internal Contract Revision	General Fund (Project)	(\$1,054,867)	7/01/11-06/30/12	(Appx B-1e)
Internal Contract Revision	General Fund	\$16,830	7/01/11-06/30/12	(Appx B-1f)
2 nd Amendment	General Fund (Project)	\$2,474,033	7/01/11-06/30/12	(Appx B-1g)
2 nd Amendment	General Fund	<u>\$178,169</u>	7/01/11-06/30/12	(Appx B-1h)
		\$8,544,134		
	Contingency	<u>\$1,025,296</u>		
		<u>\$9,569,430</u>		

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

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

Check one: New Renewal Modification

Appendix B Contract Term: 4/1/2009 - 6/30/2013 Page 3

If modification, Effective Date of Mod: No. of Mod:

FISCAL YEAR: SUBMISSION DATE: 7/9/2012

LEGAL ENTITY/ ORGANIZATION NAME: West Bay Housing Corporation

VENDOR ID (DPH USE ONLY):

LEGAL ENTITY CODE: (CBHS Only)

CONTRACTOR/ PROVIDER NAME: West Bay Housing Corporation

PROGRAM/ PROVIDER NAME: Scattered Site Housing & Rental Subsidy Administration

APPENDIX NUMBER (Narrative/ Budget)	APPENDIX TERM:	A-1/B-1	A-1/B-1a	A-1/B-1b	A-1/B-1c	A-1/B-1d	A-1/B-1e	A-1/B-1f	A-1/B-1g	A-1/B-1h	TOTALS
EXPENSES:											
SALARIES & EMPLOYEE BENEFITS	General Fund-Project 4/1/09-6/30/09	70,500	402,000	54,000	403,468	60,000	389,120	66,830	455,680	66,830	1,904,428
OPERATING EXPENSE	General Fund-Project 7/1/09-6/30/10	105,224	771,064	54,000	1,541,624	108,000	1,433,707	108,000	1,891,180	111,339	6,124,138
CAPITAL OUTLAY (COST \$5,000 AND OVER)	General Fund-Project 7/1/10-6/30/11				1,945,092	158,000	1,822,827	174,830	2,346,860	178,169	8,028,566
SUBTOTAL DIRECT COSTS		175,724	1,173,064	54,000	1,945,092	158,000	1,822,827	174,830	2,346,860	178,169	8,028,566
INDIRECT COST AMOUNT:		24,276	118,400	0	118,546	0	127,173	0	127,173	0	515,568
INDIRECT RATE:		13.8%	10.1%	0.0%	6.1%	0.0%	7.0%	0.0%	5.4%	0.0%	
TOTAL EXPENSES:		200,000	1,291,464	54,000	2,063,638	158,000	1,950,000	174,830	2,474,033	178,169	8,544,134
REVENUES:											
HOUSING & URBAN HEALTH (HUH) FUNDING SOURCES:											
General Fund						158,000		174,830		178,169	178,169
Other Funding Source (Identify by name):											
General Fund - Project		200,000	1,291,464	54,000	2,063,638		1,950,000		2,474,033		2,474,033
SAHMSA											
TOTAL HOUSING & URBAN HEALTH FUNDING SOURCES		200,000	1,291,464	54,000	2,063,638	158,000	1,950,000	174,830	2,474,033	178,169	8,544,134
TOTAL DPH REVENUES OTHER/NON-DPH REVENUE											
CLIENT FEES											
PROVIDERS GRANTS											
IN-KIND											
FUND RAISING											
OTHERS											
TOTAL OTHER/NON-DPH REVENUE											
TOTAL REVENUES (DPH AND NON-DPH)		200,000	1,291,464	54,000	2,063,638	158,000	1,950,000	174,830	2,474,033	178,169	8,544,134

Prepared by/Phone #: Matthew Ornelagh 415-618-0012 Ext. 205

	A	B	C	D	E	F	G	H	I
1	Contractor Name:	West Bay Housing Corporation						Appendix B-1g	
2	Contract Term:	4/1/2009 - 6/30/2013						Appendix Term: 7/1/12 - 6/30/13	
3	Funding Source:	General Fund-Project						Page 1	
4									
5	SFDPH AIDS OFFICE CONTRACT								
6	UOS COST ALLOCATION BY SERVICE MODE								
7									
8	SERVICE MODES								
9	Personnel Expenses								
10	Position Titles	FTE	Salaries	% FTE	Salaries	% FTE	Salaries	% FTE	Contract Totals
11	Program Director	0.80	92,500	100%					92,500
12	Program Manager	1.00	62,500	100%					62,500
13	Property Acquisitions Specilaist	0.66	50,000	100%					50,000
14	Housing Retention Specilaist	3.00	126,000	100%					126,000
15	Unit Mod/Maintenance Technician	0.50	25,000	100%					25,000
16									
17									
18	Total FTE & Total Salaries	5.96	356,000	100%					356,000
19	Fringe Benefits	28%	99,680	100%					99,680
20	Total Personnel Expenses		455,680	100%					455,680
21									
22	Operating Expenses		Expenditure	%	Expenditure	%	Expenditure	%	Contract Total
23	Total Occupancy		1,821,180	100%					1,821,180
24	Total Materials and Supplies		10,000	100%					10,000
25	Total General Operating		35,000	100%					35,000
26	Total Staff Travel		15,000	100%					15,000
27	Consultants/Subcontractor:								
28	Other:								
29	Legal Fees		10,000	100%					10,000
30									
31									
32									
33									
34									
35									
36									
37	Total Operating Expenses		\$ 1,891,180	100%	\$ -				\$ 1,891,180
38									
39	Total Direct Expenses		2,346,860	100%					2,346,860
40	Indirect Expenses		127,173	100%					127,173
41	TOTAL EXPENSES		\$ 2,474,033	100%					\$2,474,033
42									
43	Number of Units of Service (UOS) per Service Mode		1,392						1,392
44	Cost Per Unit of Service by Service Mode		\$1,777.32						
45	Number of Unduplicated Clients (UDC) per Service Mode		151						
46									
47	DPH #1A(1)								Rev. 05/2010

	A	B	D	E	F	G
1						
2		Salaries and Benefits				
3						
4		Program Director				
5		Responsible for overall program design and program implementation. Primary liaison with DPH and will participate in DCIP meetings. Evaluates program needs and ensures that program objectives are met. Coordinates activities and reviews all program procedures. Provides direction and supervision to program staff. Relies on experience and judgment to plan and accomplish goals.				
6		Minimum Qualifications: This position requires an MS and a minimum of 5 years of experience working with underserved populations.				
7			Annual Salary of \$115,000 x 0.804 FTE =		\$92,500	
8		Program Manager				
9		The Program Manger is responsible for the day-to-day management of all program activities. The program manager oversees daily program operation from receipt of initial housing application to lease-up and initial occupancy. The program manager reviews housing applications, arranges for money management, coordinates property visits, provides unit access, maintains all records related to ongoing program portfolio, and maintains ongoing program rent roll and acts as a liaison between program participants and their money management agency (e.g. Lutheran Social Services). In addition the program manager is responsible for the supervision of all program staff. The Program Manager is also responsible for insuring that unit modifications are coordinated and delivered according to building standards.				
10		Minimum Qualifications: Bachelors Degree in related field and 3 years of related field experience working with under privilege populations				
11			Annual Salary of \$62,500 x 1.0 FTE =		\$62,500	
12						
13		Property Acquisitions Specialist				
14		Responsible for the acquisition/master leasing of all program property. Activities include: markets program to prospective landlords and property managers, conducts market research and site visits to identify suitable units for designated program participants, negotiates and reviews leases, maintains housing acquisition data base, ensures compliance with relevant real estate and fair housing law.				
15		Minimum Qualifications: This position requires a commercial real-estate license and experience acquiring/leasing real-estate in San Francisco				
16			Annual Salary of \$75,000 x .666 FTE =		\$50,000	
17						
18		Housing Retention Case Managers (3.0 FTE)				
19		The Housing Retention Case Manager(s) serve as a liaison to community supports and bridge communication between program participants and ongoing community services. Housing Retention Case Managers conduct monthly home visits to ensure basic program oversight, including unit habitability, code compliance, life safety, accessibility, cleanliness and program participant well-being.				
20		Minimum Qualifications: Bachelors Degree in related field or 3 – 5 years working with underprivileged and underserved populations.				
21			Annual Salary of \$42,000 x 3.0 FTE =		\$126,000	
22						
23		Maintenance Technician				
24		Responsible for small repairs and unit maintenance associated with normal occupancy. The maintenance technician is also responsible for returning a unit to a habitable condition upon unit turnover if the responsibility falls to WBHC under the terms of our master lease agreement. Completes annual unit habitability surveys to assess repairs, inspect unit modifications, and ensure the unit is code compliant.				
25		Minimum Qualifications: Experience working in construction with core competencies in the areas of carpentry, plumbing and electrical.				
26			Annual Salary of \$50,000 x 0.5 FTE =		\$25,000	
27						
28						
29		Total Salaries			\$356,000	
30						
31		Total Fringe Benefits (Based on 28%)			\$99,680	
32		Benefits include: payroll taxes, general liability, IRA contributions, Dental, Life Insurance, Medical, Vision, and workers compensation.				
33						
34		TOTAL SALARIES & BENEFITS			\$455,680	
35						
36						

	A	B	D	E	F	G
37						
38						
39		<u>Occupancy:</u>				
40		<u>Rent Subsidy Reserve:</u>				
41		Funds reserved to administer payment of current scattered site master-leased portfolio. These funds will also be utilized to cover cost related to the acquisition and holding costs of new master-leased units.			\$1,821,180	
42						
43						
44		Total Occupancy:			\$1,821,180	
45						
46		<u>Materials and Supplies:</u>				
47		<u>Program Materials and Activities:</u>				
48		Funds will be utilized to purchase program materials and supplies that will enable the program staff to better serve program participants. Materials to be purchased may include: Locks for Computer for theft prevention, Office Depot (Office) Supplies, Computers, Telephones, Costs for Certified Mail, Copies of keys are made for certain units when locks are changed and Cleaning supplies.				
49						
50		\$833 (Approx. Monthly expense) X 12 =			\$10,000	
51						
52		Total Materials and Supplies:			\$10,000	
53						
54		<u>General Operating:</u>				
55		<u>Rent Office Space</u>				
56						
57		Annual cost to rent corporate office space for program staff.	\$2,916 x 12 months =		\$35,000	
58						
59		Total General Operating:			\$35,000	
60						
61		<u>Staff Travel (Local & Out-of-Town):</u>				
62						
63						
64		Travel related to program activities (e.g. Housing Retention visits, Property acquisition activities)	\$1,250 x 12 months		\$15,000	
65						
66						
67		Total Staff Travel:			\$15,000	
68						
69		<u>Other:</u>				
70						
71						
72		Legal fees to cover court costs associated with seeking legal consultation in the areas of reasonable accommodations and master leasing documentation.				
73		\$833 (Approx. Monthly expense) X 12 Months =			\$10,000	
74						
75						
76						
77		Total Consultants/Subcontractors:			\$10,000	
78						
79		TOTAL OPERATING EXPENSES			\$1,891,180	
80						
81						
82						
83		TOTAL DIRECT COSTS				\$2,346,860
84						
85		<u>Indirect Cost</u>				
86		Indirect Cost Expenses represent costs not directly connected to the Scattered Site Master-Leasing Program that are necessary to run an agency and support program goal and objectives. (See Indirect Cost Justification)				
87						
88						
89						
90		TOTAL INDIRECT COSTS				\$127,173
91						
92		APPENDIX TOTAL				\$2,474,033
93						
94						

West Bay Housing - Scattered-Site Housing & Rental Subsidy Administration Program
Appendix Term: 7/1/12- 6/30/13

INDIRECT COSTS JUSTIFICATION

<i>Indirect Staffing Cost</i>	<i>Justification</i>	<i>Expenses</i>
Executive Director	Overse Program Director and advise on program design, implementation, and sustainability, and will be involved in all critical financial decisions, staffing decisions, and contract negotiations. Executive Director will also attend key meetings with DPH and DCIP. Other responsibilities include: direction of the agency, liaison with Board of Directors and other agency partners, checks and document signature, supervision of senior management staff. Annual Salary of \$150,000 x 0.25 FTE = \$37,500	\$37,500
Accountant/CFO	Provides general accounting services to the agency. Responsibilities include accounts payable/receivable, payroll, general ledger, monthly financial statements, allocation of costs to DPH and other programs, and audit preparation. Annual Salary of \$85,000 x 0.25 FTE = \$21,250.	\$21,250
Operations manager	Responsible for all human resource functions including coordination of staff training and initial on boarding. Annual Salary of \$70,000 x 0.25 FTE = 17,500	\$17,500
Total Indirect Staffing Cost		\$76,250
Indirect Operating Costs		
Telephone	Agency telephone and communication expenses. Annual cost \$16,558 x .40 = \$6,623.	\$6,623
Insurance Cost	Insurance cost related to operating the program include the following: Worker's Comp, General Liability, Property Loss, and Rental Insurance. Annual cost \$25,000 x .40 = \$10,000.	\$10,000
Hiring/Recruiting	Hiring and recruiting. Total annual cost \$1,500.	\$1,500
IT Support and Maintenance	IT support. Total annual cost \$20,000. \$20,000 x .40 = \$8,000	\$8,000
Postage	Program postage and mailing related cost. (e.g. Client satisfaction survey mailing, landlord outreach, and apartment notification).	\$1,000
Staff Training	Program staff training cost.	\$5,000
Public Relations Landlord Outreach	Percentage of total agency public relations costs related to the Department of Public Health.	\$2,000
Legal Fees	Legal fees as they related to affordable housing, fair housing law and reasonable accommodations.	\$10,000
Agency Audit	Percentage of agency audit cost. Annual cost \$17,000 x .40 = \$6,800.	\$6,800
Total Indirect Operating Cost		\$50,923
Total Indirect Cost		\$127,173

	A	B	C	D	E	F	G	H	I
1	Contractor Name: West Bay Housing Corporation								Appendix B-1h
2	Contract Term: 1/1/2009 - 6/30/2013								Appendix Term: 7/1/12 - 6/30/13
3	Funding Source: General Fund								Page 1
4									
5	SFDPH AIDS OFFICE CONTRACT								
6	UOS COST ALLOCATION BY SERVICE MODE								
7									
8	SERVICE MODES								
9	Personnel Expenses								
10	Position Titles	FTE	Salaries	% FTE	Salaries	% FTE	Salaries	% FTE	Contract Totals
11	Program Manager/Database Coordinator	1.00	66,830	100%					66,830
12									
13									
14									
15									
16									
17									
18	Total FTE & Total Salaries	1.00	66,830	100%					66,830
19	Fringe Benefits	0%							
20	Total Personnel Expenses		66,830	100%					66,830
21									
22	Operating Expenses		Expenditure	%	Expenditure	%	Expenditure	%	Contract Total
23	Total Occupancy		99,000	100%					99,000
24	Total Materials and Supplies		2,000	100%					2,000
25	Total General Operating		8,339	100%					8,339
26	Total Staff Travel		2,000	100%					2,000
27	Consultants/Subcontractor:								
28	Other:								
29									
30									
31									
32									
33									
34									
35									
36									
37	Total Operating Expenses		\$ 111,339	100%	\$ -				\$ 111,339
38									
39	Total Direct Expenses		178,169	100%					178,169
40	Indirect Expenses		0%						
41	TOTAL EXPENSES		\$ 178,169	100%					\$178,169
42									
43	ber of Units of Service (UOS) per Service Mode		N/A						N/A
44	Cost Per Unit of Service by Service Mode		N/A						
45	f Unduplicated Clients (UDC) per Service Mode		N/A						
46									
47	DPH #1A(1)								Rev. 05/2010

	A	B	C	D	E	F	G	
1		Budget Justification						
2								
3								
4								
5		Salaries and Benefits						
6								
7		<u>Program Manager and Database Coordinator</u>						
8		Under the supervision of the Director of Housing Programs for West Bay and the Medical Director of Housing and Urban Health, the Contractor will manage the Direct Access to Housing (DAH) program and maintain the DAH Data Base. This may include: Facilitate the DAH referral and application process, Assess and revise DAH forms, processes, and policies, as necessary, Gather, input, and track client data in the Oracle database, Run monthly and quarterly reports, Participate in program meetings, as appropriate.						
9		Minimum Qualifications: Master's degree in Public Health. Experience with quantitative and qualitative evaluation. Experience with database design and analysis and website design. Strengths in statistical analyses. Fluency in Spanish						
10						Annual Salary of \$66,830 x 1.00 FTE =	\$66,830	
11								
12								
13								
14		Total Salaries					\$66,830	
15								
16		<u>Occupancy:</u>						
17		<u>Additional Master Leased Units:</u>						
18		Funds reserved to administer payment of scattered-site master leased units in correspondence with the MOU between Tenderloin Neighborhood Development (TNDC) and West Bay Housing Corp. (WBHC). These funds will also be utilized to cover cost related to the acquisition and retention of these program units.						\$99,000
19								
20		Total Occupancy:						\$99,000
21								
22								
23								
24		<u>Materials and Supplies:</u>						
25		<u>Program Materials and Activities:</u>						
26		Funds will be utilized to purchase program materials and sponsor program related activities. Activities may include housing retention meetings and community meetings.						
27						\$167 (Approx. Monthly expense) X 12 =	\$2,000	
28								
29		Total Materials and Supplies:						\$2,000
30								
31								
32		<u>General Operating:</u>						
33		<u>Contract Administration</u>						
34		Funds will be utilized to cover cost related to the program administration costs associated with managing this program.						
35						\$695 (Approx. Monthly expense) X 12 =	\$8,339	
36								
37		Total General Operating:						\$8,339
38								
39								
40		<u>Staff Travel (Local & Out-of-Town):</u>						
41		Funds will be utilized to cover travel expenses related to managing this portfolio.						
42						\$167 (Approx. Monthly expense) X 12 =	\$2,000	
43								
44		Total Staff Travel:						\$2,000
45								
46								
47		TOTAL OPERATING EXPENSES					\$111,339	
48								
49								
50								
51		TOTAL DIRECT COSTS						\$178,169
52								
53								
54								

**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 an Agency Disaster and Emergency Response Plan containing Site Specific Emergency Response Plan(s) for each of its service sites. The agency-wide plan should address disaster coordination between and among service sites. CONTRACTOR will update the Agency/site(s) 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' Contractor Declaration of Compliance whether it has developed and maintained an Agency Disaster and Emergency Response Plan, including 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 a compliance site review. Information should be kept in an Agency/Program Administrative Binder, along with other contractual documentation requirements for easy accessibility and inspection

In a declared emergency, 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.

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

APPENDIX F-1g
Appendix Term: 7/1/12 - 6/30/13
PAGE A

Contractor: West Bay Housing Corporation
Address: 1390 Market Street, Suite 405
San Francisco, CA 94102

Telephone: 415-618-0012
Fax: 415-618-0288



Program Name: Scattered Site Housing Program

CMS #	6579	Invoice Number	HUJUL12
Contract Purchase Order No:			
Funding Source:	HCHSHOUSNACP		
Grant Code / Detail:	N/A		
Project Code / Detail:	PHCCBH/00		
Invoice Period:	07/1/12 - 07/31/12		
FINAL Invoice	<input type="checkbox"/>	(check if Yes)	

DELIVERABLES	TOTAL CONTRACTED		DELIVERED THIS PERIOD		DELIVERED TO DATE		% OF TOTAL		REMAINING DELIVERABLES	
	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC
Housing Subsidy/Month	1,392	151							1,392	151

	UDC	UDC	UDC	UDC	UDC
Unduplicated Clients for Appendix		151			151

EXPENDITURES	BUDGET	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
Total Salaries (See Page B)	\$356,000				\$356,000.00
Fringe Benefits	\$99,680				\$99,680.00
Total Personnel Expenses	\$455,680				\$455,680.00
Operating Expenses:					
Occupancy-(e.g., Rental of Property, Utilities, Building Maintenance Supplies and Repairs)	\$1,821,180				\$1,821,180.00
Materials and Supplies-(e.g., Office, Postage, Printing and Repro., Program Supplies)	\$10,000				\$10,000.00
General Operating-(e.g., Insurance, Staff Training, Equipment Rental/Maintenance)	\$35,000				\$35,000.00
Staff Travel - (e.g., Local & Out of Town)	\$15,000				\$15,000.00
Consultant/Subcontractor					
Other - (Legal Fees)	\$10,000				\$10,000.00
Total Operating Expenses	\$1,891,180				\$1,891,180.00
Capital Expenditures					
TOTAL DIRECT EXPENSES	\$2,346,860				\$2,346,860.00
Indirect Expenses	\$127,173				\$127,173.00
TOTAL EXPENSES	\$2,474,033				\$2,474,033.00
LESS: Initial Payment Recovery					
Other Adjustments (Enter as negative, if appropriate)					
REIMBURSEMENT					

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 Fiscal / Invoice Processing 1380 Howard Street, 4th Floor San Francisco, CA 94103 Attn: Contract Payments	By:	_____ (DPH Authorized Signatory)	Date:	_____
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**DEPARTMENT OF PUBLIC HEALTH CONTRACTOR
MONTHLY DELIVERABLES AND COST REIMBURSEMENT INVOICE**

APPENDIX F-1h
Appendix Term: 7/1/12 - 6/30/13
PAGE A

Contractor: West Bay Housing Corporation
Address: 1390 Market Street, Suite 405
San Francisco, CA 94102

Telephone: 415-618-0012
Fax: 415-618-0288



Program Name: Scattered Site Housing Program

CMS #	6579	Invoice Number	HUJUL12
Contract Purchase Order No:			
Funding Source:	HCHSHHOUSGGF		
Grant Code / Detail:	N/A		
Project Code / Detail:	N/A		
Invoice Period:	07/1/12 - 07/31/12		
FINAL Invoice	<input type="checkbox"/>	(check if Yes)	

DELIVERABLES	TOTAL CONTRACTED		DELIVERED THIS PERIOD		DELIVERED TO DATE		% OF TOTAL		REMAINING DELIVERABLES	
	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC

UDC	UDC	UDC	UDC	UDC
Unduplicated Clients for Appendix				

EXPENDITURES	BUDGET	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
Total Salaries (See Page B)	\$66,830				\$66,830.00
Fringe Benefits					
Total Personnel Expenses	\$66,830				\$66,830.00
Operating Expenses:					
Occupancy-(e.g., Rental of Property, Utilities, Building Maintenance Supplies and Repairs)	\$99,000				\$99,000.00
Materials and Supplies-(e.g., Office, Postage, Printing and Repr., Program Supplies)	\$2,000				\$2,000.00
General Operating-(e.g., Insurance, Staff Training, Equipment Rental/Maintenance)	\$8,339				\$8,339.00
Staff Travel - (e.g., Local & Out of Town)	\$2,000				\$2,000.00
Consultant/Subcontractor					
Other - (e.g., Client Food, Client Travel, Client Activities and Client Supplies)					
Total Operating Expenses	\$111,339				\$111,339.00
Capital Expenditures					
TOTAL DIRECT EXPENSES	\$178,169				\$178,169.00
Indirect Expenses					
TOTAL EXPENSES	\$178,169				\$178,169.00
LESS: Initial Payment Recovery					
Other Adjustments (Enter as negative, if appropriate)					
REIMBURSEMENT					

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 Fiscal / Invoice Processing 1380 Howard Street, 4th Floor San Francisco, CA 94103 Attn: Contract Payments	By: _____ (DPH Authorized Signatory)	Date: _____
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**DEPARTMENT OF PUBLIC HEALTH CONTRACTOR
MONTHLY DELIVERABLES AND COST REIMBURSEMENT INVOICE**

APPENDIX F-1h
Appendix Term: 7/1/12 - 6/30/13
PAGE B

Contractor: West Bay Housing Corporation
Address: 1390 Market Street, Suite 405
San Francisco, CA 94102

Invoice Number
HUUJUL12

Contract Purchase Order No: _____

Telephone: 415-618-0012
Fax: 415-618-0288

Fund Source: HCHSHHOUSGGF

Grant Code / Detail: N/A

Program Name: Scattered Site Housing Program

Project Code / Detail: N/A

Invoice Period: 07/1/12 - 07/31/12

FINAL Invoice (check if Yes)

DETAIL PERSONNEL EXPENDITURES

PERSONNEL	FTE	BUDGETED SALARY	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
Program Manger & Database Coord	1.00	\$66,830				\$66,830.00
TOTAL SALARIES	1.00	\$66,830				\$66,830.00

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: _____
Title: _____

Date: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/23/2012

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

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

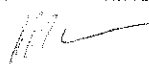
PRODUCER License # 0564249 Heffernan Insurance Brokers Mailing= P.O. Box 5608 Remittance= P.O. Box 4006 Walnut Creek, CA 94596	CONTACT NAME: PHONE (A/C, No, Ext): 1 (925) 934-8500 FAX (A/C, No): 1 (925) 934-8278 E-MAIL: ADDRESS:																					
	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A:</td> <td>Sequoia Insurance Company</td> <td></td> </tr> <tr> <td>INSURER B:</td> <td></td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Sequoia Insurance Company		INSURER B:			INSURER C:			INSURER D:			INSURER E:			INSURER F:	
INSURER(S) AFFORDING COVERAGE		NAIC #																				
INSURER A:	Sequoia Insurance Company																					
INSURER B:																						
INSURER C:																						
INSURER D:																						
INSURER E:																						
INSURER F:																						
INSURED West Bay Housing Corporation 1390 Market Street #405 San Francisco, CA 94102																						

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR / WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJ. <input type="checkbox"/> LOC					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/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) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	SWP211815-1	1/3/2012	1/3/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER 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 (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Re: Evidence of Insurance.

CERTIFICATE HOLDER SF Dept of Public Health Office of Contracts Management and Compliance 101 Grove Street San Francisco, CA 94102	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/31/2012

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

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

PRODUCER Dorsey, Hazeltine & Wynne License # : 0281413 P.O. Box 50307 Palo Alto CA 94303	CONTACT NAME: Amiki Webster PHONE (A/C, No, Ext): (650) 858-2375 E-MAIL ADDRESS: az1cmek@dnw-ins.com	FAX (A/C, No): (650) 856-1023
	INSURER(S) AFFORDING COVERAGE	
INSURED West Bay Housing Corporation, dba: A Home for Life 1390 Market Street, Suite 405 San Francisco CA 94105	INSURER A: Philadelphia Insurance Co.	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 12-13 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDITIONAL SUBROGATION (INSR / WVD)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY					EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	<input checked="" type="checkbox"/>	PHPK897610	8/1/2012	8/1/2013	MED EXP (Any one person) \$ 10,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC					GENERAL AGGREGATE \$ 2,000,000
	AUTOMOBILE LIABILITY					PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input checked="" type="checkbox"/> ANY AUTO					COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS	PHPK897610	8/1/2012	8/1/2013	BODILY INJURY (Per person) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR				PROPERTY DAMAGE (Per accident) \$
A	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				Medical payments \$ 5,000
	DED \$	RETENTION \$	PHUB390928	8/1/2012	8/1/2013	EACH OCCURRENCE \$ 2,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					AGGREGATE \$ 2,000,000
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N				
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				WC STATUTORY LIMITS
						OTHER
A	Directors & Officers Professional Liability		PHSD751602	8/1/2012	8/1/2013	E.L. EACH ACCIDENT \$
			PHPK897610	8/1/2012	8/1/2013	E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$
						\$1,000,000
						\$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 RE: As on file with the insured. The City and County of San Francisco, The Department of Public Health, its Officers, Agents, and Employees are named additional insured per attached PI GLD HS 04/07. Waiver of Subrogation applies to GL.

CERTIFICATE HOLDER City & County of San Francisco Department of Public Health 101 Grove Street, Room 307 San Francisco, CA 94102	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Dave Ellis/AZ

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**GENERAL LIABILITY DELUXE ENDORSEMENT:
HUMAN SERVICES**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE

It is understood and agreed that the following extensions only apply in the event that no other specific coverage for the indicated loss exposure is provided under this policy. If such specific coverage applies, the terms, conditions and limits of that coverage are the sole and exclusive coverage applicable under this policy, unless otherwise noted on this endorsement. The following is a summary of the Limits of Insurance and additional coverages provided by this endorsement. For complete details on specific coverages, consult the policy contract wording.

Coverage Applicable	Limit of Insurance	Page #
Damage to Premises Rented to You	\$1,000,000	2
Extended Property Damage	Included	2
Non-Owned Watercraft	Less than 58 feet	2
Medical Payments	\$20,000	2
Medical Payments – Extended Reporting Period	3 years	3
Athletic Activities	Amended	3
Supplementary Payments – Bail Bonds	\$2,500	3
Supplementary Payment – Loss of Earnings	\$500 per day	3
Employee Indemnification Defense Coverage for Employee	\$25,000	3
Additional Insured - Medical Directors and Administrators	Included	3
Additional Insured – Managers and Supervisors	Included	3
Additional Insured – Broadened Named Insured	Included	3
Additional Insured – Funding Source	Included	4
Additional Insured – Home Care Providers	Included	4
Additional Insured – Managers, Landlords, or Lessors of Premises	Included	4
Additional Insured - Lessor of Leased Equipment – Automatic Status When Required in Lease Agreement With You	Included	4
Additional Insured – Grantor of Permits	Included	4
Limited Rental Lease Agreement Contractual Liability	\$50,000 limit	5
Damage to Property You Own, Rent, or Occupy	\$30,000 limit	5
Transfer of Rights of Recovery Against Others To Us	Clarification	5
Duties in the Event of Occurrence, Claim or Suit	Included	5
Unintentional Failure to Disclose Hazards	Included	5
Liberalization	Included	6
Bodily Injury – includes Mental Anguish	Included	6
Personal and Advertising Injury – includes Abuse of Process, Discrimination	Included	6
Key and Lock Replacement – Janitorial Services Client Coverage	\$5,000 limit	6

A. Damage to Premises Rented to You

1. If damage by fire to premises rented to you is not otherwise excluded from this Coverage Part, the word "fire" is changed to "fire, lightning, explosion, smoke, or leakage from automatic fire protective systems" where it appears in:
 - a. The last paragraph of **SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Subsection 2. **Exclusions**;
 - b. **SECTION III - LIMITS OF INSURANCE**, Paragraph 6.;
 - c. **SECTION V – DEFINITIONS**, Paragraph 9.a.
2. If damage by fire to premises rented to you is not otherwise excluded from this Coverage Part, the words "Fire insurance" are changed to "insurance for fire, lightning, explosion, smoke, or leakage from automatic fire protective systems" where it appears in:
 - a. **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, Subsection 4. **Other Insurance**, Paragraph b. **Excess Insurance**
3. The Damage To Premises Rented To You Limit section of the Declarations is amended to the greater of:
 - a. \$1,000,000; or
 - b. The amount shown in the Declarations as the Damage to Premises Rented to You Limit.

This is the most we will pay for all damage proximately caused by the same event, whether such damage results from fire, lightning, explosion, smoke, or leaks from automatic fire protective systems or any combination thereof.

B. Extended "Property Damage"

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection 2. **Exclusions**, Paragraph a. is deleted and replaced by the following:

- a. **Expected or Intended Injury**
"Bodily Injury" or "Property Damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

C. Non-Owned Watercraft

SECTION I - COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection 2. **Exclusions**, Paragraph g. (2) is amended to read as follows:

- (2) A watercraft you do not own that is:
 - (a) Less than 58 feet long; and
 - (b) Not being used to carry persons or property for a charge;

This provision applies to any person, who with your consent, either uses or is responsible for the use of a watercraft. This insurance is excess over any other valid and collectible insurance available to the insured whether primary, excess or contingent.

D. Medical Payments - Limit increased to \$20,000, Extended Reporting Period

If **COVERAGE C MEDICAL PAYMENTS** is not otherwise excluded from this Coverage Part:

1. The Medical Expense Limit is changed subject to all of the terms of **SECTION III - LIMITS OF INSURANCE** to the greater of:
 - a. \$20,000; or
 - b. The Medical Expense Limit shown in the Declarations of this Coverage Part.
2. **COVERAGE C MEDICAL PAYMENTS**, Subsection 1. **Insuring Agreement**, the second part of Paragraph a. is amended to read:

provided that:

- (2) The expenses are incurred and reported to us within three years of the date of the accident;

E. Athletic Activities

SECTION I – COVERAGES, COVERAGE C MEDICAL PAYMENTS, Subsection 2. **Exclusions**, Paragraph e. **Athletic Activities** is deleted and replaced with the following:

e. Athletic Activities

To a person injured while taking part in athletics.

F. Supplementary Payments

Under the **SUPPLEMENTARY PAYMENTS - COVERAGE A AND B** provision, Items 1.b. and 1.d. are amended as follows:

1. The limit for the cost of bail bonds is changed from \$250 to \$2,500; and
2. The limit for loss of earnings is changed from \$250 a day to \$500 a day.

G. Employee Indemnification Defense Coverage

Under the **SUPPLEMENTARY PAYMENTS - COVERAGES A AND B** provision, the following is added:

3. We will pay, on your behalf, defense costs incurred by an "employee" in a criminal proceeding.

The most we will pay for any "employee" who is alleged to be directly involved in a criminal proceeding is \$25,000 regardless of the numbers of "employees", claims or "suits" brought or persons or organizations making claims or bringing "suits".

H. SECTION II - WHO IS AN INSURED is amended as follows:

1. If coverage for newly acquired or formed organizations is not otherwise excluded from this Coverage Part, Paragraph 3.a. is changed to read:
 - a. Coverage under this provision is afforded until the end of the policy period.
2. Each of the following is also an insured:
 - a. **Medical Directors and Administrators** - Your medical directors and administrators, but only while acting within the scope of and during the course of their duties as such. Such duties do not include the furnishing or failure to furnish professional services of any physician or psychiatrist in the treatment of a patient.

- b. **Managers and Supervisors** - If you are an organization other than a partnership or joint venture, your managers and supervisors are also insureds, but only with respect to their duties as your managers and supervisors.
- c. **Broadened Named Insured** - Any organization and subsidiary thereof which you control and actively manage on the effective date of this Coverage Part. However, coverage does not apply to any organization or subsidiary not named in the Declarations as Named Insured, if they are also insured under another similar policy, but for its termination or the exhaustion of its limits of insurance.
- d. **Funding Source** - Any person or organization with respect to their liability arising out of:
 - (1) Their financial control of you; or
 - (2) Premises they own, maintain or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

- e. **Home Care Providers** - At the first Named Insured's option, any person or organization under your direct supervision and control while providing for you private home respite or foster home care for the developmentally disabled.
- f. **Managers, Landlords, or Lessors of Premises** - Any person or organization with respect to their liability arising out of the ownership, maintenance or use of that part of the premises leased or rented to you subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises.
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of that person or organization.

- g. **Lessor of Leased Equipment – Automatic Status When Required in Lease Agreement With You** – Any person or organization from whom you lease equipment when you and such person or organization have agreed in writing in a contract or agreement that such person or organization is to be added as an additional insured on your policy. Such person or organization is an insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

- h. **Grantors of Permits** – Any state or political subdivision granting you a permit in connection with your premises subject to the following additional provision:
 - (1) This insurance applies only with respect to the following hazards for which the state or political subdivision has issued a permit in connection with the premises you own, rent or control and to which this insurance applies:
 - (a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures; or

- (b) The construction, erection, or removal of elevators; or
- (c) The ownership, maintenance, or use of any elevators covered by this insurance.

I. Limited Rental Lease Agreement Contractual Liability

The following is added to **SECTION I – COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Subsection 2. Exclusions, Paragraph b. Contractual Liability:

- (3) Based on the named insured's request at the time of claim, we agree to indemnify the named insured for their liability assumed in a contract or agreement regarding the rental or lease of a premises on behalf of their client, up to \$50,000. This coverage extension only applies to rental lease agreements. This coverage is excess over any renter's liability insurance of the client.

J. Damage to Property You Own, Rent or Occupy

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection 2. Exclusions, Paragraph j. Damage to Property, Item (1) is deleted in its entirety and replaced with the following:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property, unless the damage to property is caused by your client, up to a \$30,000 limit. A client is defined as a person under your direct care and supervision.

K. Transfer of Rights of Recovery Against Others To Us

As a clarification, the following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 8. Transfer of Rights of Recovery Against Others To Us:

Therefore, the insured can waive the insurer's Rights of Recovery prior to the occurrence of a loss, provided the waiver is made in a written contract.

L. Duties in the Event of Occurrence, Claim or Suit

1. The requirement in Paragraph 2.a. of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** that you must see to it that we are notified as soon as practicable of an "occurrence" or an offense, applies only when the "occurrence" or offense is known to:
 - a. You, if you are an individual;
 - b. A partner, if you are a partnership; or
 - c. An executive officer or insurance manager, if you are a corporation.
2. The requirement in Paragraph 2.b. of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** that you must see to it that we receive notice of a claim or "suit" as soon as practicable will not be considered breached unless the breach occurs after such claim or "suit" is known to:
 - a. You, if you are an individual;
 - b. A partner, if you are a partnership; or
 - c. An executive officer or insurance manager, if you are a corporation.

M. Unintentional Failure To Disclose Hazards

It is agreed that, based on our reliance on your representations as to existing hazards, if you should unintentionally fail to disclose all such hazards prior to the beginning of the policy period of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.

N. Liberalization

If we revise this endorsement to provide more coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.

O. Bodily Injury - Mental Anguish

SECTION V – DEFINITIONS, Paragraph 3. is changed to read:

"Bodily Injury":

- a. Means bodily injury, sickness or disease sustained by a person, and includes mental anguish resulting from any of these; and
- b. Except for mental anguish, includes death resulting from the foregoing (Item a. above) at any time.

P. Personal and Advertising Injury – Abuse of Process, Discrimination

If **COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY COVERAGE** is not otherwise excluded from this Coverage Part, the definition of "personal and advertising injury" is amended as follows:

1. **SECTION V – DEFINITIONS**, Paragraph 14.b. is revised to read:

- b. Malicious prosecution or abuse of process;

2. **SECTION V – DEFINITIONS**, Paragraph 14. is amended to include the following:

"Personal and advertising injury" also means discrimination based on race, color, religion, sex, age or national origin, except when:

- (1) Done intentionally by or at the direction of, or with the knowledge or consent of:
 - (a) Any insured; or
 - (b) Any executive officer, director, stockholder, partner or member of the insured; or
- (2) Directly or indirectly related to the employment, former or prospective employment, termination of employment, or application for employment of any person or persons by an insured; or
- (3) Directly or indirectly related to the sale, rental, lease or sublease or prospective sales, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured; or
- (4) Insurance for such discrimination is prohibited by or held in violation of law, public policy, legislation, court decision or administrative ruling.

The above does not apply to fines or penalties imposed because of discrimination.

The following additional coverage is added to **A. COVERAGE 4. ADDITIONAL COVERAGES**:

Q. Key and Lock Replacement – Janitorial Services Client Coverage

1. We will pay for the cost to replace keys and locks at the "clients" premises due to theft or other loss to keys entrusted to you by your "client", up to a \$5,000 limit per occurrence/\$5,000 policy aggregate.
2. We will not pay for loss or damage resulting from theft or any other dishonest or criminal act that you or any of your partners, members, officers, "employees", "managers", directors, trustees, authorized representatives or any one to whom you entrust the keys of a "client" for any purpose commit, whether acting alone or in collusion with other persons.
3. The following, when used on this coverage, are defined as follows:
 - a. "Client" means an individual, company or organization with whom you have a written contract or work order for your services for a described premises and have billed for your services.
 - b. "Employee"
 1. Any natural person:
 - a. While in your service or for 30 days after termination of service;
 - b. Who you compensate directly by salary, wages or commissions; and
 - c. Who you have the right to direct and control while performing services for you; or
 2. Any natural person who is furnished temporarily to you:
 - a. To substitute for a permanent "employee" as defined in Paragraph 1. above, who is on leave; or
 - b. To meet seasonal or short-term workload conditions;while that person is subject to your direction and control and performing services for you.
 3. "Employee" does not mean:
 - a. Any agent, broker, person leased to you by a labor leasing firm, factor, commission merchant, consignee, independent contractor or representative of the same general character; or
 - b. Any "manager", director or trustee except while performing acts coming within the scope of the usual duties of an "employee".
 - c. "Manager" means a person serving in a directorial capacity for a limited liability company.