

**City and County of San Francisco
Office of Contract Administration
Purchasing Division
City Hall, Room 430
1 Dr. Carlton B. Goodlett Place
San Francisco, California 94102-4685**

**Agreement between the City and County of San Francisco and
West Bay Housing Corp.**

This Agreement is made this first day of May, 2009, in the City and County of San Francisco, State of California, by and between: West Bay Housing Corp., hereinafter referred to as "Contractor," and the City and County of San Francisco, a municipal corporation, hereinafter referred to as "City," acting by and through its Director of the Office of Contract Administration or the Director's designated agent, hereinafter referred to as "Purchasing."

Recitals

WHEREAS, the Department of Public Health, Community Programs, Housing and Urban Health, ("Department") wishes to provide scattered site housing and subsidies services; and,

WHEREAS, a Request for Proposal ("RFP") was issued on November 3, 2008, and City selected Contractor as the highest qualified scorer pursuant to the RFP; and

WHEREAS, Contractor represents and warrants that it is qualified to perform the services required by City as set forth under this Contract; and,

WHEREAS, approval for this Agreement was obtained when the Civil Service Commission approved Contract number PSC#2000-03/04 on July 7, 2008;

Now, THEREFORE, the parties agree as follows:

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

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

2. Term of the Agreement. Subject to Section 1, the term of this Agreement shall be from April 1, 2009 to June 30, 2010.

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

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

5. Compensation. Compensation shall be made in monthly payments on or before the 15th day of each month for work, as set forth in Section 4 of this Agreement, that the Director of the Department of Public Health, in his or her sole discretion, concludes has been performed as of the 30th day of the immediately preceding month. In no event shall the amount of this Agreement exceed Two Million One Hundred Ninety One Thousand Two Hundred Forty (\$2,191,240) Dollars. 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 Controller is not authorized to pay invoices submitted by Contractor prior to Contractor's submission of HRC Progress Payment Form. If Progress Payment Form is not submitted with Contractor's invoice, the Controller will notify the department, the Director of HRC and Contractor of the omission. If Contractor's failure to provide HRC Progress Payment Form is not explained to the Controller's satisfaction, the Controller will withhold 20% of the payment due pursuant to that invoice until HRC Progress Payment Form is provided.

Following City's payment of an invoice, Contractor has ten days to file an affidavit using HRC Payment Affidavit verifying that all subcontractors have been paid and specifying the amount.

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

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

8. Submitting False Claims; Monetary Penalties. Pursuant to San Francisco Administrative Code §21.35, any contractor, subcontractor or consultant who submits a false claim shall be liable to the City for three times the amount of damages which the City sustains because of the false claim. A contractor, subcontractor or consultant who submits a false claim shall also be liable to the City for the costs, including attorneys' fees, of a civil action brought to recover any of those penalties or damages, and may be liable to the City for a civil penalty of up to \$10,000 for each false claim. A contractor, subcontractor or consultant will be deemed to have submitted a false claim to the City if the contractor, subcontractor or consultant: (a) knowingly presents or causes to be presented to an officer or employee of the City a false claim or request for payment or approval; (b) knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or approved by the City; (c) conspires to defraud the City by getting a false claim allowed or paid by the City; (d) knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the City; or (e) is a beneficiary of an inadvertent submission of a false claim to the City, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the City within a reasonable time after discovery of the false claim.

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

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

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

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

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

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

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

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

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

14. Independent Contractor; Payment of Taxes and Other Expenses

a. Independent Contractor. Contractor or any agent or employee of Contractor shall be deemed at all times to be an independent contractor and is wholly responsible for the manner in which it performs the services and work requested by City under this Agreement. Contractor or any agent or employee of Contractor shall not have employee status with City, nor be entitled to participate in any plans, arrangements, or distributions by City pertaining to or in connection with any retirement, health or other benefits that City may offer its employees. Contractor or any agent or employee of Contractor is liable for the acts and omissions of itself, its employees and its agents. Contractor shall be responsible for all obligations and payments, whether imposed by federal, state or local law, including, but not limited to, FICA, income tax withholdings, unemployment compensation, insurance, and other similar responsibilities related to Contractor's performing services and work, or any agent or employee of Contractor providing same.

Nothing in this Agreement shall be construed as creating an employment or agency relationship between City and Contractor or any agent or employee of Contractor. Any terms in this Agreement referring to direction from City shall be construed as providing for direction as to policy and the result of Contractor's work only, and not as to the means by which such a result is obtained. City does not retain the right to control the means or the method by which Contractor performs work under this Agreement.

b. Payment of Taxes and Other Expenses. Should City, in its discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Division, or both, determine that Contractor is an employee for purposes of collection of any employment taxes, the amounts payable under this Agreement shall be reduced by amounts equal to both the employee and employer portions of the tax due (and offsetting any credits for amounts already paid by Contractor which can be applied against this liability). City shall then forward those amounts to the relevant taxing authority. Should a relevant taxing authority determine a liability for past services performed by Contractor for City, upon notification of such fact by City, Contractor shall promptly remit such amount due or arrange with City to have the amount due withheld from future payments to Contractor under this Agreement (again, offsetting any amounts already paid by Contractor which can be applied as a credit against such liability). A determination of employment status pursuant to the preceding two paragraphs shall be solely for the purposes of the particular tax in question, and for all other purposes of this Agreement, Contractor shall not be considered an employee of City. Notwithstanding the foregoing, should any court, arbitrator, or administrative authority determine that Contractor is an employee for any other purpose, then Contractor agrees to a reduction in City's financial liability so that City's total expenses under this Agreement are not greater than they would have been had the court, arbitrator, or administrative authority determined that Contractor was not an employee.

15. Insurance

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

8. Submitting false claims

10. Taxes

15. Insurance

24. Proprietary or confidential information of City

30. Assignment

37. Drug-free workplace policy,

53. Compliance with laws

55. Supervision of minors

57. Protection of private information

58. Graffiti removal

And, item 1 of Appendix D attached to this Agreement

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

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

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

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

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

21. Termination for Convenience

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

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

(1) Halting the performance of all services and other work under this Agreement on the date(s) and in the manner specified by City.

(2) Not placing any further orders or subcontracts for materials, services, equipment or other items.

(3) Terminating all existing orders and subcontracts.

(4) At City's direction, assigning to City any or all of Contractor's right, title, and interest under the orders and subcontracts terminated. Upon such assignment, City shall have the right, in its sole discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.

(5) Subject to City's approval, settling all outstanding liabilities and all claims arising out of the termination of orders and subcontracts.

(6) Completing performance of any services or work that City designates to be completed prior to the date of termination specified by City.

(7) Taking such action as may be necessary, or as the City may direct, for the protection and preservation of any property related to this Agreement which is in the possession of Contractor and in which City has or may acquire an interest.

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

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

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

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

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

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

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

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

22. Rights and Duties upon Termination or Expiration. This Section and the following Sections of this Agreement shall survive termination or expiration of this Agreement:

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| 8. Submitting false claims | 26. Ownership of Results |
| 9. Disallowance | 27. Works for Hire |
| 10. Taxes | 28. Audit and Inspection of Records |
| 11. Payment does not imply acceptance of work | 48. Modification of Agreement. |
| 13. Responsibility for equipment | 49. Administrative Remedy for Agreement Interpretation. |
| 14. Independent Contractor; Payment of Taxes and Other Expenses | 50. Agreement Made in California; Venue |
| 15. Insurance | 51. Construction |
| 16. Indemnification | 52. Entire Agreement |
| 17. Incidental and Consequential Damages | 56. Severability |
| 18. Liability of City | 57. Protection of private information |
| 24. Proprietary or confidential information of City | And, item 1 of Appendix D attached to this Agreement. |

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

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

24. Proprietary or Confidential Information of City

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

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

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

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

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

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

To CITY:	Office of Contract Management and Compliance Department of Public Health 101 Grove Street, Room 307 San Francisco, California 94102	FAX: (415) 554-2555
And:	Marc Trotz, Contract Administrator Department of Public Health Housing & Urban Health 101 Grove Street, Room 323 SAN FRANCISCO, CA 94102	FAX: (415) 554-2658
To CONTRACTOR:	WEST BAY HOUSING CORP. 1388 SUTTER ST., SUITE 603 SAN FRANCISCO, CA 94109	FAX: (415) 618-0228

Any notice of default must be sent by registered mail.

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

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

28. Audit and Inspection of Records

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

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

c. The Director of Public Health or his / her designee may approve of a waiver of the aforementioned audit requirement if the contractual Services are of a consulting or personal services nature, these Services are paid for through fee for service terms which limit the City's risk with such contracts, and it is determined that the work associated with the audit would produce undue burdens or costs and would provide minimal benefits. A written request for a waiver must be submitted to the DIRECTOR ninety (90) calendar days before the end of the Agreement term or Contractor's fiscal year, whichever comes first.

d. Any financial adjustments necessitated by this audit report shall be made by Contractor to the City. If Contractor is under contract to the City, the adjustment may be made in the next subsequent billing by Contractor to the City, or may be made by another written schedule determined solely by the City. In the event Contractor is not under contract to the City, written arrangements shall be made for audit adjustments.

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

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

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

32. Earned Income Credit (EIC) Forms. Administrative Code section 12O requires that employers provide their employees with IRS Form W-5 (The Earned Income Credit Advance Payment Certificate) and the IRS EIC Schedule, as set forth below. Employers can locate these forms at the IRS Office, on the Internet, or anywhere that Federal Tax Forms can be found. Contractor shall provide EIC Forms to each Eligible Employee at each of the following times: (i) within thirty days following the date on which this Agreement becomes effective (unless Contractor has already provided such EIC Forms at least once during the calendar year in which such effective date falls); (ii) promptly after any Eligible Employee is hired by Contractor; and (iii) annually between January 1 and January 31 of each calendar year during the term of this Agreement. Failure to comply with any requirement contained in subparagraph (a) of this Section shall constitute a material breach by Contractor of the terms of this Agreement. If, within thirty days after Contractor receives written notice of such a breach, Contractor fails to cure such breach or, if such breach cannot reasonably be cured within such period of thirty days, Contractor fails to commence efforts to cure within such period or thereafter fails to diligently pursue such cure to completion, the City may pursue any rights or remedies available under this Agreement or under applicable law. Any Subcontract entered into by Contractor shall require the subcontractor to comply, as to the subcontractor's Eligible Employees, with each of the terms of this section. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Section 12O of the San Francisco Administrative Code.

33. Local Business Enterprise Utilization; Liquidated Damages

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

b. Compliance and Enforcement

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

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

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

34. Nondiscrimination; Penalties

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

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

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

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

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

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

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

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

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

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

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

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

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

43. Requiring Minimum Compensation for Covered Employees

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

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

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

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

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

f. Contractor's commitment to provide the Minimum Compensation is a material element of the City's consideration for this Agreement. The City in its sole discretion shall determine whether such a breach has occurred. The City and the public will suffer actual damage that will be impractical or extremely difficult to determine if the Contractor fails to comply with these requirements. Contractor agrees that the sums set forth in Section 12P.6.1 of the MCO as liquidated damages are not a penalty, but are reasonable estimates of the loss that the City and the public will incur for Contractor's noncompliance. The procedures governing the assessment of liquidated damages shall be those set forth in Section 12P.6.2 of Chapter 12P.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

45. **First Source Hiring Program**

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

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

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

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

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

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

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

(6) Set the term of the requirements.

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

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

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

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

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

e. Liquidated Damages. Contractor agrees:

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

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

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

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

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

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

B. In 2004, the retention rate of adults placed in employment programs funded under the Workforce Investment Act for at least the first six months of employment was 84.4%. Since qualified individuals under the First Source program face far fewer barriers to employment than their counterparts in programs funded by the Workforce Investment Act, it is reasonable to conclude that the average length of employment for an individual whom the First Source Program refers to an employer and who is hired in an entry level position is at least one year; therefore, liquidated damages that total \$5,000 for first violations and \$10,000 for subsequent violations as determined by FSHA constitute a fair, reasonable, and conservative attempt to quantify the harm caused to the City by the failure of a contractor to comply with its first source referral contractual obligations.

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

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

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

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

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

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

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

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

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

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

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

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

55. Supervision of Minors Contractor, and any subcontractors, shall comply with California Penal Code section 11105.3 and request from the Department of Justice records of all convictions or any arrest pending adjudication involving the offenses specified in Welfare and Institution Code section 15660(a) of any person who applies for employment or volunteer position with Contractor, or any subcontractor, in which he or she would have supervisory or disciplinary power over a minor under his or her care. If Contractor, or any subcontractor, is providing services at a City park, playground, recreational center or beach (separately and collectively, "Recreational Site"), Contractor shall not hire, and shall prevent its subcontractors from hiring, any person for employment or volunteer position to provide those services if that person has been convicted of any offense that was listed in former Penal Code section 11105.3 (h)(1) or 11105.3(h)(3). If Contractor, or any of its subcontractors, hires an employee or volunteer to provide services to minors at any location other than a Recreational Site, and that employee or volunteer has been convicted of an offense specified in Penal Code section 11105.3(c), then Contractor shall comply, and cause its subcontractors to comply with that section and provide written notice to the parents or guardians of any minor who will be supervised or disciplined by the employee or volunteer not less than ten (10) days prior to the day the employee or volunteer begins his or her duties or tasks. Contractor shall provide, or cause its subcontractors to provide City with a copy of any such notice at the same time that it provides notice to any parent or guardian. Contractor shall expressly require any of its subcontractors with supervisory or disciplinary power over a minor to comply with this section of the Agreement as a condition of its contract with the subcontractor. Contractor acknowledges and agrees that failure by Contractor or any of its subcontractors to comply with any provision of this section of the Agreement shall constitute an Event of Default.

Contractor further acknowledges and agrees that such Event of Default shall be grounds for the City to terminate the Agreement, partially or in its entirety, to recover from Contractor any amounts paid under this Agreement, and to withhold any future payments to Contractor. The remedies provided in this Section shall not be limited to any other remedy available to the City hereunder, or in equity or law for an Event of Default, and each remedy may be exercised individually or in combination with any other available remedy. The exercise of any remedy shall not preclude or in any way be deemed to waive any other remedy.

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

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

58. Graffiti Removal. Graffiti is detrimental to the health, safety and welfare of the community in that it promotes a perception in the community that the laws protecting public and private property can be disregarded with impunity. This perception fosters a sense of disrespect of the law that results in an increase in crime; degrades the community and leads to urban blight; is detrimental to property values, business opportunities and the enjoyment of life; is inconsistent with the City's property maintenance goals and aesthetic standards; and results in additional graffiti and in other properties becoming the target of graffiti unless it is quickly removed from public and private property. Graffiti results in visual pollution and is a public nuisance. Graffiti must be abated as quickly as possible to avoid detrimental impacts on the City and County and its residents, and to prevent the further spread of graffiti. Contractor shall remove all graffiti from any real property owned or leased by Contractor in the City and County of San Francisco within forty eight (48) hours of the earlier of Contractor's (a) discovery or notification of the graffiti or (b) receipt of notification of the graffiti from the Department of Public Works. This section is not intended to require a Contractor to breach any lease or other agreement that it may have concerning its use of the real property. The term "graffiti" means any inscription, word, figure, marking or design that is affixed, marked, etched, scratched, drawn or painted on any building, structure, fixture or other improvement, whether permanent or temporary, including by way of example only and without limitation, signs, banners, billboards and fencing surrounding construction sites, whether public or private, without the consent of the owner of the property or the owner's authorized agent, and which is visible from the public right-of-way. "Graffiti" shall not include: (1) any sign or banner that is authorized by, and in compliance with, the applicable requirements of the San Francisco Public Works Code, the San Francisco Planning Code or the San Francisco Building Code; or (2) any mural or other painting or marking on the property that is protected as a work of fine art under the California Art Preservation Act (California Civil Code Sections 987 et seq.) or as a work of visual art under the Federal Visual Artists Rights Act of 1990 (17 U.S.C. §§ 101 et seq.).

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

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

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

61. Cooperative Drafting. This Agreement has been drafted through a cooperative effort of both parties, and both parties have had an opportunity to have the Agreement reviewed and revised by legal counsel. No party shall be considered the drafter of this Agreement, and no presumption or rule that an ambiguity shall be construed against the party drafting the clause shall apply to the interpretation or enforcement of this Agreement.

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

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

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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 Corp.


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

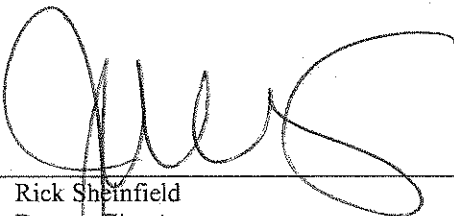
5/26/09
Date

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

Approved as to Form:


Dennis J. Herrera
City Attorney

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


By: Rick Sheinfeld
Deputy City Attorney

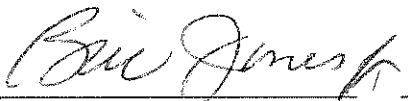
6-4-09
Date

Approved:


William F. Pickel
Executive Director
1388 Sutter St., Suite 603
San Francisco, CA, 94109

05/22/09
Date

City vendor number: 78059


Naomi Kelly
Director Office of Contract
Administration and Purchaser

Date

Appendices

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

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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. Patients Rights:

All applicable Patients Rights laws and procedures shall be implemented.

L. Under-Utilization Reports:

For any quarter that Contractor maintains less than ninety percent (90%) of the total agreed upon units of service for any mode of service hereunder, Contractor shall immediately notify the Contract Administrator in writing and shall specify the number of underutilized units of service.

M. 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.

2. **Description of Services**

Detailed description of services are listed below and are attached hereto

Appendix A-1 Scattered Site Housing & Rental Subsidy Administration

PROGRAM SUMMARY

Service Provider: West Bay Housing Corporation

Total Contract Amount: \$1,956,464

Program Name: Scattered-Site Housing & Rental Subsidy Administration

Amount:	\$200,000	\$1,756,464	Total = \$1,956,464
Term:	4/01/09 - 6/30/09	7/01/09 - 6/30/10	4/01/09 - 6/30/10

Funding Source: General Fund (Chamber Settlement)

Units of Service: 9 (Start Up) 702 (ongoing Ops.) Total = 711

Appendix: A-1 A-1

UOS Definition: 1 UOS = 1 Housing Subsidy Month
A Housing Subsidy Month includes everything related to placing and maintaining members of the Chamber's Case Settlement Class in appropriate housing in the community. This includes, but is not limited to outreach to the private real estate market, unit identification, master leasing, person-centered placement and planning, rental subsidy administration, property owner/program participant/service provider liaison, unit repairs and modifications, inspections, as well as move-in costs (security deposit, first and last, etc.) and costs of the monthly rental and utility subsidy.

UDC: 6 (Start Up) 100 (ongoing Ops.) Total = 106

Target Population: The target population for the LHH Scattered-Site Housing and Rental Subsidy Program will be patients of Laguna Honda Hospital (LHH) as well as persons considered at risk of placement in a skilled nursing facility, who wish to live in the community and have been clinically assessed as able to do so with the help of appropriate community supports, as referred by the Diversion and Community Integration Program (DCIP), a unit comprised of staff from the City of San Francisco's Department of Public Health (DPH) and the Human Services Agency (HSA) – Department of Aging and Adult Services (DAAS).

Description of Services: The goal of this new service is to 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, habitability and tenant well-being inspections, 24-hour emergency services, and, as needed, unit modifications (reasonable accommodations).

APPENDIX

West Bay Housing Corporation
 Scattered-Site Housing & Rental Subsidy Administration

Appendix A-1
 04/01/09 through 06/30/10
 General Fund

1. **Program Name:** Scattered-Site Housing & Rental Subsidy Administration
Program Address: 1388 Sutter St.
City, State, Zip Code: San Francisco, CA. 94109
Telephone: (415) 618-0012
Facsimile: (415) 618-0228

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

New **Renewal** **Modification**

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, habitability and tenant well-being inspections, 24-hour emergency services, and, as needed, unit modifications (reasonable accommodations).

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 Clients	Unduplicated Clients (UDC)
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.			
Start-Up (4/1/09 – 6/30/09): → see table next page for calculation	9	6	6
Ongoing Rent Up and Operations (7/1/09 – 6/30/10): → see table next page for calculation	702	106	100
Total Units of Service (4/1/09 – 6/30/10):	711		
Total Unduplicated Clients (4/1/09-6/30/10):			106

Program UDC and UOS Projection

Contract Phase	Month	# Of Months	UOS (Subsidy) per month	Cumulative # of class members in housing this month	# Of new class members (UDC) placed this month
Start Up 4/1/09-6/30/09	April	1	0	0	0
	May	1	3	3	3
	June	1	6	6	3
Subtotal		3	9	6	6
Rent Up and Ongoing Operations 7/1/09 - 6/30/10	July	1	12	12	6
	August	1	20	20	8
	September	1	31	31	11
	October	1	37	37	6
	November	1	45	45	8
	December	1	56	56	11
	Dec-05	1	62	62	6
	February	1	70	70	8
	March	1	81	81	11
	April	1	87	87	6
	May	1	95	95	8
	June	1	106	106	11
Subtotal		12	702	106	100
TOTAL (4/1/09-6/30/10)		15	711	106	106

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 will 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 will be subject to DCIP review and approval.

Master Leasing. For housing units meeting with DCIP approval, WBHC will negotiate master leases with landlords/property managers. All master leases will be negotiated in coordination with and 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 towards rents. 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 is or will experience difficulty paying the tenant's 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 landlords, property managers, third Party Rent Payment providers and other parties regarding rent payments.

- **Third Party Rent Payment Policy:** In order to avoid that program participants face a return to housing instability because of 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.

Inspections. 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. Participants will receive prior notice of all unit inspections/visits, and WBHC will document all such inspections/visits.

Service Provider Communication. WBHC will communicate professionally and confidentially with each participant's case manager, service provider of record, and 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 tenants' primary case management providers. Additionally, WBHC will prepare housing updates on tenants 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 June 30, 2010, WBHC will place at least 106 unduplicated clients in DPH-approved housing in the City and County of San Francisco.

Evaluation: Designated WBHC staff will work to ensure that the appropriate amount and kind of housing units are secured for 106 unduplicated program participants. WBHC's Housing Coordinators, under supervision of the Director of Housing Services and Senior Housing Coordinator, will identify, negotiate, and lease a network 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 case conferences and record reviews, as well as monthly reports documenting weekly action items and site visits submitted to the Director of Housing Services. 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) 70% of participants, who move into a program unit during the contract term, will still be housed by the end of the contract term. Of those who leave the housing, at least 50% 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.

Evaluation: WBHC will develop and maintain a database to generate monthly and year-end reports, including occupancy/vacancy levels, housing tenure, steps taken to resolve maintenance and tenancy issues, and reasons for leaving. WBHC will work closely with the wrap-around service providers of each participant, to assure that tenancy difficulties and challenges related to services and client needs are addressed directly and in a timely manner. Tenant's well-being will be assessed and shared with DCIP and DPH staff on a regular basis and upon request

- 3) 75% of all program participants will respond to the annual Client Satisfaction Survey. Of those responding, 80% will give WBHC an overall rating of satisfactory or better.
Evaluation: The client satisfaction survey form will be distributed at least annually to each program participant, together with a stamped envelop addressed to WBHC, to allow participants to return the form anonymously. The Housing Director will tabulate the results. The results will be used to develop service improvements in response to participant feedback and to document the rate of client satisfaction with the housing and housing services. Since this is the start-up term, the survey will be completed and the results compiled and reported by April 30, 2010.

B. Other Measurable Objectives/Process Objectives

- 1) WBHC staff will ensure that 100 percent of the master-leased units occupied by participants are delivered for initial occupancy and maintained throughout the contract term in safe, decent, code-compliant and habitable condition, accessible to the level required by the program participant(s).
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 Services 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) WBHC staff will develop and administer a rental subsidy program that complies with the requirements of the Chamber settlement as well as DCIP and DPH specifications to ensure that 100 percent of program participants occupying master-leased units pay no more than 50% of their monthly income toward rent.
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) Client Satisfaction. By February 28, 2010, WBHC will develop a consumer satisfaction survey and process, to be administered and evaluated by April 30, 2010.
Evaluation: WBHC's Director of Housing will oversee the development and administration of a consumer satisfaction survey/process once a year. Executive Director and Director of Housing Services will analyze results of survey to identify areas for improvement and implement program changes in response to outcomes as appropriate.
- 4) WBHC staff will produce quarterly financial reports detailing use of rent subsidies funds; details will follow requirements of Chambers settlement.
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 Executive Director and Director of Housing and subsequently shared with DPH staff on a quarterly basis, as well as upon request.

8. Continuous Quality Improvement

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

- Develop policies and procedures related to all aspects of the Scattered-Site Housing and Rental Subsidy Administration program.
- Develop an incident reporting system that complies with DPH - Community Programs' policies.
- Develop and post client grievance policy and procedure. Sign policy and procedure with each new program participant and file signed copy.
- Develop MOUs and LOCs with DCIP agencies and other service providers, landlords and rental agencies, as appropriate.
- Develop 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.
- Develop information-tracking tools to administer rent subsidies; this includes all necessary tools, policies and procedures.
- Develop tracking systems to monitor, manage, report on, and analyze master lease, contract rent, repair/maintenance/unit modification, and related property information; this includes all necessary tools, policies and procedures.
- Conduct weekly team meetings to discuss weekly and monthly objectives and progress toward annual/contract term goals.
- Conduct or participate in case conferences as appropriate; such as, during initial occupancy and housing stabilization, or to address housing-related issues during occupancy.
- Director of Housing Services will engage in weekly supervisory review of Housing Coordinators' 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 Coordinators.
- 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 polices and requirements such as Harm Reduction, Health Insurance Portability and Accountability Act (HIPAA), Cultural Competency, and Client Satisfaction.

**Appendix B
Calculation of Charges**

1. Method of Payment

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

2. Program Budgets and Final Invoice

A. Program Budgets are listed below and are attached hereto.

Appendix B - Budget Summary Scattered Site Housing & Rental Subsidy Administration 08/10

Appendix B-1 - Scattered Site Housing & Rental Subsidy Administration 08/09

Appendix B-1a - Scattered Site Housing & Rental Subsidy Administration 09/10

B. Contractor understands that, of the maximum dollar obligation listed in Section 5 of this Agreement, \$234,776 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.

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.

	A	B	C	D	E
1					Appendix B Page 2
2					Document Date: 5/7/2009
3	DEPARTMENT OF PUBLIC HEALTH				
4	CONTRACT BUDGET SUMMARY BY PROGRAM				
5	Contractor's Name ↓			Contract Term ↓	
6	West Bay Housing Corp.			04/01/09 - 6/30/10	
7	(Check One) New <input checked="" type="checkbox"/> Renewal <input type="checkbox"/> Modification <input type="checkbox"/>				
8	If modification, Effective Date of Mod.		No. of Mod.		
9	Program Name:	Scattered-Site Housing & Rental Subsidy Administration	Scattered-Site Housing & Rental Subsidy Administration		Contract Total
10	Program Narrative Appendix/Page No.(s)	Appendix A-1, pp1-6	Appendix A-1, pp1-6		
11	Program Term	04/01/09 - 6/30/09	7/01/09 - 6/30/10		
12	Expenditures:				
13	Salaries & Benefits	\$70,500	\$402,000		\$472,500
14	Operating Expense	\$105,224	\$1,236,064		\$1,341,288
15	Capital Expenditure				
16	Direct Cost	\$175,724	\$1,638,064		\$1,813,788
17	Indirect Cost	\$24,276	\$118,400		\$142,676
18	<i>Indirect Percentage (%) of direct cost (Line 16)</i>	13.8%	7.2%		7.9%
19	Total Expenditures	\$200,000	\$1,756,464		\$1,956,464
20	DPH Revenues by Source:				
21	(include CFDA# for Federal funding)				
22	General Fund	\$200,000	\$1,756,464		\$1,956,464
23					
24					
25					
26					
27					
28	TOTAL DPH REVENUES	\$200,000	\$1,756,464		\$1,956,464
29	Other Revenues:				
30					
31					
32					
33					
34					
35	Total Revenues	\$200,000	\$1,756,464		\$1,956,464
36	Total Units of Service	See Ap. B, pg. 2	See Ap. B, pg. 2		
37	Cost Per Unit of Service	See Ap. B, pg. 2	See Ap. B, pg. 2		
38	Full Time Equivalent (FTE)	3.75	5.75		
40	Prepared by: Matthew A. Omelagah		Telephone No.: (415) 618-0012 x205		
41	DPH-CO Review Signature: _____				
42	DPH #1				

**SUMMARY OF CLIENT SERVICES
 BY PROGRAM**

	A	B	C	D	E	F
1						Appendix B Page 3
2						Document Date 5/7/2009
3	SUMMARY OF CLIENT SERVICES BY PROGRAM					
4						
5						
6						
7	Program Name	<u>Scattered-Site Housing & Rental Subsidy Administration</u>			TERM	<u>04/01/09 - 6/30/09</u>
8						
9						
10			Total	No. of	No. of	Cost Per
11	Mode/Service Function & Unit Type (i.e. hour		Cost	Units	Clients	Unit
12	Housing Subsidy Month		\$200,000	9	6	N/A
13						
14						
15						
16						
17		Totals	\$200,000	9	6	N/A
18						
19	Program Name	<u>Scattered-Site Housing & Rental Subsidy Administration</u>			TERM	<u>7/01/09 - 6/30/10</u>
20						
21						
22			Total	No. of	No. of	Cost Per
23	Mode/Service Function & Unit Type (i.e. hour		Cost	Units	Clients	Unit
24	Housing Subsidy Month		\$1,756,464	702	100	\$2,502.09
25						
26						
27						
28						
29	TOTAL Clients housed (incl.ongoing from 08/09)		\$1,756,464	711	106	\$2,470.41
30						
31	Program Name	_____			TERM	_____
32						
33						
34			Total	No. of	No. of	Cost Per
35	Mode/Service Function & Unit Type (i.e. hour		Cost	Units	Clients	Unit
36						
37						
38						
39						
40						
41		Totals				
42	DPH #2					

	A	B	C	D	E	F	G	H	I	J	K	L
1	Contractor Name <u>West Bay Housing Corp.</u>										Appendix B-1	Page 1
2	Exhibit Term: <u>04/01/09 - 6/30/09</u>										Document Date:	5/7/2009
3	Contract Term: <u>04/01/09 - 6/30/10</u>										Funding Source:	General Fund
4	SF DEPARTMENT OF PUBLIC HEALTH CONTRACT											
5	UOS COST ALLOCATION BY SERVICE MODE											
6												
7	SERVICE MODES											
8	Personnel Expenses		Housing Subsidy Month								Contract	
9	Position Titles	FTE	Salaries	% of Total	Salaries	% of Total	Salaries	% of Total	Salaries	% of Total	Totals	
10	Director of Housing Services	0.750	\$18,750	100.0%							\$18,750	
11	Senior Housing Coordinator	1.000	\$16,250	100.0%							\$16,250	
12	Housing Coordinator	1.000	\$12,500	100.0%							\$12,500	
13	Lease Management Specialist	1.000	\$11,250	100.0%							\$11,250	
14												
15												
16												
17	Total FTE & Total Salaries	3.750	\$58,750	100.0%							\$58,750	
18	Fringe Benefits	20.0%	\$11,750	100.0%							\$11,750	
19	Total Personnel Expenses		\$70,500	100.0%							\$70,500	
20												
21	Operating Expenses		Expenditure	% of Total	Expenditure	% of Total	Expenditure	% of Total	Expenditure	% of Total	Contract Totals	
22	Office Furniture/Equipment		\$30,000	100.0%							\$30,000	
23	Computer		\$10,000	100.0%							\$10,000	
24	Program Material and Activities		\$3,000	100.0%							\$3,000	
25	Rent Subsidy Reserve		\$42,224	100.0%							\$42,224	
26	Unit Modification Reserve		\$20,000	100.0%							\$20,000	
27												
28												
29												
30												
31												
32												
33												
34												
35												
36												
37												
38												
39												
40	Total Operating Expenses		\$105,224	100.0%							\$105,224	
41												
42	Capital Expenditures											
43												
44												
45	Total Capital Expenditures											
46	Total Direct Expenses		\$175,724	100.0%							\$175,724	
47	Indirect Expenses		\$24,276	100.0%							\$24,276	
48	TOTAL EXPENSES		\$200,000	100.0%							\$200,000	
49												
50	Number of Units of Service		9								9	
51	Cost Per Unit of Service		N/A									
52												
53	DPH #3(1)											

	A	B	C	D	E	F	G	H	I	J	K	L	
1	Contractor Name <u>West Bay Housing Corp.</u>										Appendix B-1a	Page 1	
2	Exhibit Term: <u>7/01/09 - 6/30/10</u>										Document Date:	5/7/2009	
3	Contract Term: <u>04/01/09 - 6/30/10</u>										Funding Source:	General Fund	
4	SF DEPARTMENT OF PUBLIC HEALTH CONTRACT												
5	UOS COST ALLOCATION BY SERVICE MODE												
6													
7													
8	Personnel Expenses		SERVICE MODES								Contract		
9	Position Titles	FTE	Ongoing Operations		Salaries		% of Total		Salaries		% of Total		Totals
10	Director of Housing Services	0.750	\$75,000	100.0%									\$75,000
11	Senior Housing Coordinator	1.000	\$65,000	100.0%									\$65,000
12	Housing Coordinator	3.000	\$150,000	100.0%									\$150,000
13	Lease Management Specialist	1.000	\$45,000	100.0%									\$45,000
14	0												\$0
15	0												\$0
16	#REF!												\$0
17	0												\$0
18	0												\$0
19	Total FTE & Total Salaries	5.750	\$335,000	100.0%									\$335,000
20	Fringe Benefits	20.0%	\$67,000	100.0%									\$67,000
21	Total Personnel Expenses		\$402,000	100.0%									\$402,000
22													
23	Operating Expenses		Expenditure	% of Total	Expenditure								Contract Totals
24	Office Furniture/Equipment		\$5,000	100.0%									\$5,000
25	Computer		\$5,000	100.0%									\$5,000
26	Program Material and Activities		\$5,000	100.0%									\$5,000
27	Rent Subsidy Reserve		\$900,624	100.0%									\$900,624
28	Rent Office Space		\$25,200	100.0%									\$25,200
29	Legal Consult		\$10,000	100.0%									\$10,000
30	Telephone		\$6,000	100.0%									\$6,000
31	Travel		\$3,240	100.0%									\$3,240
32	Unit Modification Reserve		\$276,000	100.0%									\$276,000
33													
34													
35													
36													
37													
38	Total Operating Expenses		\$1,236,064	100.0%									\$1,236,064
39													
40	Capital Expenditures												
41													
42													
43	Total Capital Expenditures												
44	Total Direct Expenses		\$1,638,064	100.0%									\$1,638,064
45	Indirect Expenses		\$118,400	100.0%									\$118,400
46	TOTAL EXPENSES		\$1,756,464	100.0%									\$1,756,464
47													
48	Number of Units of Service		702										702
49	Cost Per Unit of Service		\$2,502.09										\$2,502.09
50													
51	DPH #3(2)												

BUDGET JUSTIFICATION

B-1

B-1a

PROGRAM COST		4/1/09-6/30/09	7/1/09 - 6/30/10	4/1/09 - 6/30/10
SALARY AND BENEFITS		Start up	Phase 1	Total Term Contract Amount
Director of Housing Services	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 staff. Relies on experience and judgment to plan and accomplish goals. This position requires an MSW and a minimum of 5 years of experience in the field. Director of Housing Services will report to Executive Director. 0.75 FTE = \$75,000 per year.	\$18,750	\$75,000	\$93,750
Senior Housing Coordinator	Act as a liaison between the tenants and private landlords on issues pertaining to securing apartments, maintenance and repair as well as necessary unit modification (i.e. reasonable accommodations). Senior Housing Coordinator will supervise housing coordinators and work closely with lease management specialist to ensure rent roll is accurate and administered on time. This position requires an MSW or related MA-level degree and 2 years of experience, or a Bachelors Degree in related field and 5 years of related experience. 1.0 FTE = \$65,000 per year.	\$16,250	\$65,000	\$81,250
Housing Coordinator(s)	Research and identify suitable units for designated program participants. Housing Coordinators will also function as liaisons between program participants, City case management staff, service providers, and potential landlords and/or property managers. Once program participants have transitioned into the community, Housing Coordinators will be responsible for conducting ongoing client wellness checks and unit habitability inspections. Preferred qualifications: Bachelors degree in related field and 2 years of related field experience. 3.0 FTE = \$150,000 per year.	\$12,500	\$150,000	\$162,500
Lease Management Specialist	With direction from Director of Housing services, Lease Management Specialist will be responsible for the development of all database tracking systems. Lease Management Specialist will maintain/track all leases for program participants and all supporting documents. Lease management specialist will maintain and administer rent subsidy and rent roll tracking system. Preferred qualifications: Bachelors degree in related field or 3 - 5 years of progressively responsible administrative and management work. Experience in business administration, public administration, real estate development, or organizational studies preferred. 1.0 FTE = \$45,000 per year.	\$11,250	\$45,000	\$56,250
Employee benefits	Fringe Benefits calculated at 20% of staffing cost. Benefits include: payroll taxes, general liability, IRA contributions, Dental, Life Insurance, Medical, Vision, and workers compensation.	\$11,750	\$67,000	\$78,750
Total salaries and benefits		\$70,500	\$402,000	\$472,500
OPERATING EXPENSE				
Office Furniture/Equipment	Purchase new desks, chairs, network upgrade and other office related furnishings for dedicated program office space.	\$30,000	\$5,000	\$35,000
Computer	Purchase new computers for program staff.	\$10,000	\$5,000	\$15,000
Program Material and Activities	Fund will be utilized to develop program marketing and advertising documents. Documents such as educational brochures, program pamphlets and information sheets.	\$3,000	\$5,000	\$8,000
Rent Subsidy Reserve	Funds reserved to administer rent payments (incl. utility allowances, security deposits and last month's rent) for program participants. (See Rent Subsidy tab)	\$42,224	\$900,824	\$942,848
Rent Office Space	30% of agency office space dedicated to program staff		\$25,200	
Legal Consult	Funds available to seek legal consult in the areas of reasonable accommodations and master leasing documentation.		\$10,000	
Telephone	Purchase agency cell phones/plans for program staff		\$6,000	
Travel	6 Muni passes for program staff \$45 per month x 6 x 12		\$3,240	
Unit Modification Reserve	Cost associated with unit modifications and reasonable accommodations for program participants. (See Capital Expenditures tab)	\$20,000	\$276,000	\$296,000
Total Operating Expense		\$105,224	\$1,236,064	\$1,341,288

INDIRECT COSTS				
Indirect Staffing Cost				
Executive Director	Advise Director of Housing Services 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 DCIF. Other responsibilities include: direction of the agency, liaison with Board of Directors, other agency partners, signs checks, supervises senior management staff. .25 FTE = \$35,000	\$8,750	\$35,000	\$43,750
Accountant	Provides general accounting services to the agency. Responsibilities include accounts payables, accounts receivables, payroll, general ledger, and insuring timely invoice payments. .25 FTE = \$15,000	\$3,750	\$15,000	\$18,750
Operations manager	Responsible for all human resource functions including coordination of staff training and initial on boarding. .25 FTE = 16,250	\$4,063	\$16,250	\$20,313
Fair housing/reasonable accommodations specialist	Provide expertise in unit accessibility, unit modifications, and reasonable accommodations. .15 FTE =		\$12,750	\$12,750
Employee benefits	Fringe Benefits calculated at 20% of staffing cost. Benefits include: payroll taxes, general liability, IRA contributions, Dental, Life Insurance, Medical, Vision, and workers compensation.	\$3,313	\$15,800	\$19,113
Total Indirect Staffing Cost		\$19,876	\$94,800	\$114,676
Indirect Operating Costs				
Telephone	25% of agency land line telephone cost.	\$1,000	\$2,500	\$3,500
Rent Office Space	10% of agency offices space (common space)	\$1,500	\$8,400	\$9,900
Hiring/Recruiting	40% of agency hiring and recruiting. Total annual cost \$1,000.	\$500	\$1,000	\$1,500
Program Supplies/Maintenance	40% of agency program supplies and maintenance. Maintenance includes IT support. Total annual cost \$20,000	\$200	\$500	\$700
Postage	40% of agency postage cost. Total annual cost \$2,000.	\$200	\$800	\$1,000
Staff Training	40% of agency cost towards staff training. Total annual cost \$6,000.		\$2,400	\$2,400
Travel	40% of agency travel cost (Mileage reimbursement). Total annual expense of \$10,000	\$1,000	\$4,000	\$5,000
Agency Audit	25% of agency audit cost. 25% x \$12,000 = \$4,000		\$4,000	\$4,000
Total Indirect Operating Cost		\$4,400	\$23,600	\$28,000
Total Indirect Cost		\$24,276	\$118,400	\$142,676
TOTAL PROGRAM COST		\$200,000	\$1,756,464	\$1,956,464

A) RENT SUBSIDY JUSTIFICATION WORKSHEET
 Exhibit Term: 7/1/09 -- 6/30/10

Type of Housing	Number of Units	Number of tenants	Tenant Rent Per Person	HUD 2009 SF FMR	Contract Rent (150% HUD)	DPH RENT Subsidy	DPH Utility Subsidy **	Monthly DPH Rent Subsidy	Annualized DPH Rent Subsidy	Proration for Staggered Rent-Up	Security Deposit & Last Mo. Rent ***
studio	20	20	\$435	\$1,078	\$1,617	\$1,182	\$66	\$24,960	\$299,520	\$123,508	\$64,680
1 bdr	35	35	\$435	\$1,325	\$1,988	\$1,553	\$88	\$57,418	\$689,010	\$284,116	\$139,125
2 bdr	15	30	\$870	\$1,658	\$2,487	\$1,617	\$111	\$25,920	\$311,040	\$128,259	\$74,610
3 bdr	5	15	\$1,305	\$2,213	\$3,320	\$2,015	\$133	\$10,738	\$128,850	\$53,132	\$33,195
Totals	75	100						\$ 119,035	\$ 1,428,420	\$ 589,074	\$311,610

CALCULATIONS

*Assumed 50% rent premium over HUD FMR for appropriate, accessible units

** San Francisco Housing Authority "9/20/08" Utility Allowance Chart

Natural Gas- space, water heating, cooking; electric refrigerator and Other; landlord pays water, sewer, trash

***Full Move-in costs for security deposits & last month's rent to be advanced by WBHC

Total Annual Housing Subsidy cost:	\$ 900,624
------------------------------------	------------

B) UNITS OF SERVICE (UOS) COST JUSTIFICATION
Exhibit Term: 7/1/09 - 6/30/10

Program UDC and UOS Projection

Contract Phase	Month	# of Months	UOS (Subsidy) per month	Cumulative # of class members in housing this month	# of new class members (UDC) placed this month	Cost per month (1 UOS = \$2,502.09)*	Cost per month cumulative (1 UOS = \$2,470.41)*	
Start Up 4/1/09-6/30/09	April	1	0	0	0	N/A	N/A	
	May	1	3	3	3	N/A	N/A	
	June	1	6	6	3	N/A	N/A	
	Subtotal	3	9	6	6	N/A	N/A	
	Rent Up and Ongoing Operations 7/1/09 - 6/30/10	July	1	12	12	6	\$30,025.08	\$30,025.08
		August	1	20	20	8	\$50,041.80	\$80,066.88
		September	1	31	31	11	\$77,564.79	\$157,631.67
		October	1	37	37	6	\$92,577.33	\$250,209.00
		November	1	45	45	8	\$112,594.05	\$362,803.05
		December	1	56	56	11	\$140,117.04	\$502,920.09
		Jan-10	1	62	62	6	\$155,129.58	\$658,049.67
		February	1	70	70	8	\$175,146.30	\$833,195.97
March		1	81	81	11	\$202,669.29	\$1,035,865.26	
April		1	87	87	6	\$217,681.83	\$1,253,547.09	
May		1	95	95	8	\$237,698.55	\$1,491,245.64	
June		1	106	106	11	\$265,221.54	\$1,756,467.18	
Subtotal	12	702	106	106	\$1,756,467.18	\$1,756,467.18		
TOTAL CONTRACT 4/1/09-6/30/10		15	711	106	N/A	\$2,502.09	N/A	

FY: 2009-2010 All Units and Clients in 09/10
 Annual budget: \$1,756,464
 Number of UOS: 711
 * Cost per UOS: \$2,502.09
 Number of UDC: 106
 Subsidy month per client, including all related costs (see Narrative)
 ** Annualized Cost per UDC: \$30,025.08 \$16,570.42

Test: 2502.08547

Appendix C

RESERVED

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Appendix D
Additional Terms

1. HIPAA

The parties acknowledge that CITY is a Covered Entity as defined in the Healthcare Insurance Portability and Accountability Act of 1996 ("HIPAA") and is therefore required to abide by the Privacy Rule contained therein. The parties further agree that CONTRACTOR falls within the following definition under the HIPAA regulations:

- A Covered Entity subject to HIPAA and the Privacy Rule contained therein; or
- A Business Associate subject to the terms set forth in Appendix E;
- Not Applicable, CONTRACTOR will not have access to Protected Health Information.

2. THIRD PARTY BENEFICIARIES

No third parties are intended by the parties hereto to be third party beneficiaries under this Agreement, and no action to enforce the terms of this Agreement may be brought against either party by any person who is not a party hereto.

3. MATERIALS REVIEW

CONTRACTOR agrees that all materials, including without limitation print, audio, video, and electronic materials, developed, produced, or distributed by personnel or with funding under this Agreement shall be subject to review and approval by the Contract Administrator prior to such production, development or distribution. CONTRACTOR agrees to provide such materials sufficiently in advance of any deadlines to allow for adequate review. CITY agrees to conduct the review in a manner which does not impose unreasonable delays on CONTRACTOR'S work, which may include review by members of target communities.

Appendix E
HIPAA BUSINESS ASSOCIATE ADDENDUM

This Appendix contains requirements set forth in the Health Insurance Portability and Accountability Act (HIPAA) of 1996, Public Law 104-191 and the regulations promulgated thereunder by the U.S. Department of Health and Human Services and other applicable laws. The City and County of San Francisco, referred to in this agreement as CITY, is the Covered Entity and is referred to below as CE. The CONTRACTOR is the Business Associate, and is referred to below as Associate. The agreement between CITY and CONTRACTOR to which this Addendum is attached is referred to in this Addendum as the Contract.

This HIPAA Business Associate Addendum ("Addendum") supplements and is made a part of the contract ("Contract") by and between Covered Entity ("CE") and Business Associate ("Associate"), [and is effective as of April 14, 2003 for existing contracts and the effective date for future contracts].

RECITALS

A. CE wishes to disclose certain information to Associate pursuant to the terms of the Contract, some of which may constitute Protected Health Information ("PHI") (defined below).

B. CE and Associate intend to protect the privacy and provide for the security of PHI disclosed to Associate pursuant to the Contract in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA") and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the "HIPAA Regulations") and other applicable laws.

C. As part of the HIPAA Regulations, the Privacy Rule (defined below) requires CE to enter into a contract containing specific requirements with Associate prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 164.502(e) and 164.504(e) of the Code of Federal Regulations ("CFR") and contained in this Addendum.

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

1. Definitions.

A. **Business Associate** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 CFR Section 160.103.

B. **Covered Entity** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 CFR Section 160.103.

C. **Data Aggregation** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 CFR Section 164.501.

D. **Designated Record Set** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 CFR Section 164.501.

E. **Health Care Operations** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 CFR Section 164.501.

F. **Privacy Rule** shall mean the HIPAA Regulation that is codified at 45 CFR Parts 160 and 164.

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

H. **Protected Information** shall mean PHI provided by CE to Associate or created or received by Associate on CE's behalf.

2. Obligations of Associate.

A. **Permitted Uses.** Associate shall not use Protected Information except for the purpose of performing Associate's obligations under the Contract and as permitted under the Contract and Addendum. Further, Associate shall not use Protected Information in any manner that would constitute a violation of the Privacy Rule if so used by CE except that Associate may use Protected Information (i) for the proper management and administration of Associate, (ii) to carry out the legal responsibilities of Associate, or (iii) for Data Aggregation purposes for the Health Care Operations of CE. [45 CFR §§ 164.504(e)(2)(i), 164.504(e)(2)(ii)(A) and 164.504(e)(4)(i)]

B. **Permitted Disclosures.** Associate shall not disclose Protected Information except for the purpose of performing Associate's obligations under the Contract and as permitted under the Contract and Addendum or in any manner that would constitute a violation of the Privacy Rule if disclosed by CE, except that Associate may disclose Protected Information (i) for the proper management and administration of Associate; (ii) to carry out the legal responsibilities of Associate; (iii) as required by law, or (iv) for Data Aggregation purposes for the Health Care Operations of CE.

To the extent that Associate discloses Protected Information to a third party, Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from such third party that such Protected Information will be held confidential as provided pursuant to this Addendum and only disclosed as required by law or for the purposes for which it was disclosed to such third party, and (ii) an agreement from such third party to immediately notify Associate of any breaches of confidentiality of the Protected Information, to the extent it has obtained knowledge of such breach. [45 CFR §§ 164.504(e)(2)(i), 164.504(e)(2)(i)(B), 164.504(e)(2)(ii)(A) and 164.504(e)(4)(ii)]

C. **Appropriate Safeguards.** Associate shall implement appropriate safeguards as are necessary to prevent the use or disclosure of Protected Information otherwise than as permitted by this Contract. [45 CFR § 164.504(e)(2)(ii)(B)] Associate shall maintain a comprehensive written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Associate's operations and the nature and scope of its activities.

D. **Reporting of Improper Use or Disclosure.** Associate shall notify the compliance office of CE in writing of any use or disclosure of Protected Information otherwise than as provided for by the Contract and this Addendum within five (5) days of becoming aware of such use or disclosure. [45 CFR § 164.504(e)(2)(ii)(C)]. Such notice shall be sent to: DPH Compliance Office, Bldg. 10, Ward 15, 1001 Potrero Avenue, San Francisco, CA 94110.

E. **Associate's Agents.** Associate shall ensure that any agents, including subcontractors, to whom it provides Protected Information, agree in writing to the same restrictions and conditions that apply to Associate with respect to such PHI. [45 CFR § 164.504(e)(2)(D)] Associate shall implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation. (See 45 CFR §§ 164.530(f) and 164.530(e)(1))

F. **Access to Protected Information.** Associate shall make Protected Information maintained by Associate or its agents or subcontractors in Designated Record Sets available to CE for inspection and copying within ten (10) days of a request by CE to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 CFR Section 164.524. [45 CFR § 164.504(e)(2)(ii)(E)]

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

H. Accounting Rights. Within ten (10) days of notice by CE of a request for an accounting of disclosures of Protected Information, Associate and its agents or subcontractors shall make available to CE the information required to provide an accounting of disclosures to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 CFR Section 164.528, as determined by CE. Associate agrees to implement a process that allows for an accounting to be collected and maintained by Associate and its agents or subcontractors for at least six (6) years prior to the request, but not before the compliance date of the Privacy Rule. At a minimum, such information shall include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed; and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure. In the event that the request for an accounting is delivered directly to Associate or its agents or subcontractors, Associate shall within five (5) days of a request forward it to CE in writing. It shall be CE's responsibility to prepare and deliver any such accounting requested. Associate shall not disclose any Protected Information except as set forth in Sections 2.b. of this Addendum. [45 CFR §§ 164.504(e)(2)(ii)(G) and 165.528]

I. Governmental Access to Records. Associate shall make its internal practices, books and records relating to the use and disclosure of Protected Information available to CE and to the Secretary of the U.S. Department of Health and Human Services (the "Secretary") for purposes of determining Associate's compliance with the Privacy Rule. [45 CFR § 164.504(e)(2)(ii)(H)] Associate shall provide to CE a copy of any Protected Information that Associate provides to the Secretary concurrently with providing such Protected Information to the Secretary.

J. Minimum Necessary. Associate (and its agents or subcontractors) shall only request, use and disclose the minimum amount of Protected Information necessary to accomplish the purpose of the request, use or disclosure. [45 CFR § 164.514(d)(3)]

K. Data Ownership. Associate acknowledges that Associate has no ownership rights with respect to the Protected Information.

L. Retention of Protected Information. Notwithstanding Section 3.c of this Addendum, Associate and its subcontractors or agents shall retain all Protected Information throughout the term of the Contract and shall continue to maintain the information required under Section 2.h of this Addendum for a period of six (6) years after termination of the Contract. (See 45 CFR §§ 164.530(j)(2) and 164.526(d).

M. Notification of Breach. During the term of this Contract, Associate shall notify the Compliance Office of the CE within twenty-four (24) hours of any suspected or actual breach of security, intrusion or unauthorized use or disclosure of PHI of which Associate becomes aware and / or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations. Associate shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.

Notification can occur by telephone at: (415) 642-5790.

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

3. Termination.

A. Material Breach. A breach by Associate of any material provision of this Addendum, as determined by CE, shall constitute a material breach of the Contract and shall provide grounds for immediate termination of the Contract by CE pursuant to Section 20 of the Contract. [45 CFR § 164.504(e)(2)(iii)]

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

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

4. Limitation on Liability. Any limitations on liability set forth in the Contract shall not apply to the obligations set forth herein.

5. Disclaimer. CE makes no warranty or representation that compliance by Associate with this Addendum, HIPAA or the HIPAA Regulations will be adequate or satisfactory for Associate's own purposes. Associate is solely responsible for all decisions made by Associate regarding the safeguarding of PHI.

6. Certification. To the extent that CE determines that such examination is necessary to comply with CE's legal obligations pursuant to HIPAA relating to certification of its security practices, CE or its authorized agents or contractors, may, at CE's expense examine Associate's facilities, systems, procedures and records as may be necessary for such agents or contractors to certify to CE the extent to which Associate's security safeguards comply with HIPAA, the HIPAA Regulations or this Addendum.

7. Amendment. The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of this Contract may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the Privacy Rule and other applicable laws relating to the security or confidentiality of PHI. The parties understand and agree that CE must receive satisfactory written assurance from Associate that Associate will adequately safeguard all Protected Information. Upon the request of either party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to this Addendum embodying written assurances consistent with the standards and requirements of HIPAA, the Privacy Rule or other applicable laws. CE may terminate this Contract upon thirty (30) days written notice in the event (i) Associate does not promptly enter into negotiations to amend this Contract when requested by CE pursuant to this Section or (ii) Associate does not enter into an amendment to this Contract providing assurances regarding the safeguarding of PHI that CE, in its sole discretion, deems sufficient to satisfy the standards and requirements of HIPAA and the Privacy Rule.

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

9. No Third Party Beneficiaries. Nothing express or implied in this Contract is intended to confer, nor shall anything herein confer, upon any person other than CE, Associate and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

10. Effect on Contract. Except as specifically required to implement the purposes of this Addendum, or to the extent inconsistent with this Addendum, all other terms of the Contract shall remain in force and effect.

11. Interpretation. The provisions of this Addendum shall prevail over any provisions in the Contract that may conflict or appear inconsistent with any provision in this Addendum. This Addendum and the Contract shall be interpreted as broadly as necessary to implement and comply with HIPAA and the Privacy Rule. The parties agree that any ambiguity in this Addendum shall be resolved in favor of a meaning that complies and is consistent with HIPAA and the Privacy Rule.

**DEPARTMENT OF PUBLIC HEALTH CONTRACTOR
STATEMENT OF DELIVERABLES AND INVOICE**

PAGE A

CONTRACTOR: **West Bay Housing Corporation**
Address: **1388 Sutter Street**
San Francisco, CA 94109

Invoice Number

HAP9

Telephone: (415) 618-0012
FAX: (415) 618-0228

Appendix No. F-1

Contract Purchase Order PO No. 0

CONTRACT NAME: **Scattered-Site Housing & Rental Subsidy Administration**

Fund Source: **General Fund-Chambers**

CONTRACT TERM: **04/01/2009 - 06/30/2010**

Invoicing Period: **4/1/09 - 4/30/09**

EXHIBIT TERM: **04/01/2009 - 06/30/2009**

FINAL invoice (check if Yes)

PROGRAM / EXHIBIT: **Housing & Rental Subsidy/A-1**

DELIVERABLES	TOTAL CONTRACTED		DELIVERED THIS PERIOD		DELIVERED TO DATE		% OF TOTAL		REMAINING DELIVERABLES	
	UOS	Clients	UOS	Clients	UOS	Clients	UOS	Clients	UOS	Clients
Housing Subsidy Month	9	6			0	0	0%	0%	9	6

Unduplicated Clients for Exhibit										
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EXPENDITURES	BUDGET	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
Fringe Benefits	\$11,750		\$0.00	0%	\$11,750.00
Total Personnel Expenses	\$70,500	\$0.00	\$0.00	0%	\$70,500.00
Operating Expenses:					
Occupancy -(Rental of Property, Utilities, Building Maintenance Supplies and Repairs)	\$62,224		\$0.00	0%	\$62,224.00
Materials and Supplies -(Office/Postage Printing and Repro., Program/Ed. Supplies)	\$43,000		\$0.00	0%	\$43,000.00
General Operating -(Insurance, Staff Training, Equipment Rental/Maintenance)					
Staff Travel -(Local & Out of Town)					
Consultant/Subcontractor					
Other -(Client Food, Client Travel, Client Activities and Client Supplies)					
Total Operating Expenses	\$105,224	\$0.00	\$0.00	0%	\$105,224.00
Capital Expenditures					
TOTAL DIRECT EXPENSES	\$175,724	\$0.00	\$0.00	0%	\$175,724.00
Indirect Expenses	\$24,276		\$0.00	0%	\$24,276.00
Deduct Resident Fees					
TOTAL EXPENSES	\$200,000	\$0.00	\$0.00	0%	\$200,000.00
LESS: Initial Payment Recovery					
Other Adjustments (Enter as negative, if appropriate)					
REIMBURSEMENT		\$0.00			

NOTES:

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

Signature: _____ Date: _____

Title: _____

Send to:	SFDPH - Housing & Urban Health 101 Grove Street, #323 San Francisco, CA 94102 Attn: Contract Payments	SFDPH - HUH Authorization For Payment:	By: _____ Marc Trotz - Director of Housing & Urban Health	Date: _____
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**DEPARTMENT OF PUBLIC HEALTH CONTRACTOR
STATEMENT OF DELIVERABLES AND INVOICE**

PAGE A

CONTRACTOR: **West Bay Housing Corporation**
Address: **1388 Sutter Street**
San Francisco, CA 94109

Invoice Number

Telephone: **(415) 618-0012**
FAX: **(415) 618-0228**

Appendix No. **F-1a**

Contract Purchase Order PO No. _____

CONTRACT NAME: **Scattered-Site Housing & Rental Subsidy Administration**

Fund Source: **General Fund-Chambers**

CONTRACT TERM: **04/01/2009 - 06/30/2010**

Invoicing Period: **7/1/09 - 7/31/09**

APPENDIX TERM: **07/01/2009 - 06/30/2010**

FINAL invoice (check if Yes)

PROGRAM / APPENDIX: **Housing & Rental Subsidy/A-1**

DELIVERABLES	TOTAL CONTRACTED		DELIVERED THIS PERIOD		DELIVERED TO DATE		% OF TOTAL		REMAINING DELIVERABLES	
	UOS	Clients	UOS	Clients	UOS	Clients	UOS	Clients	UOS	Clients
Housing Subsidy Month	702	100							702	100
Unduplicated Clients for Exhibit		100								100

EXPENDITURES	BUDGET	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
Fringe Benefits	\$67,000				\$67,000.00
Total Personnel Expenses	\$402,000				\$402,000.00
Operating Expenses:					
Occupancy -(Rental of Property, Utilities, Building Maintenance Supplies and Repairs)	\$1,207,824				\$1,207,824.00
Materials and Supplies -(Office/Postage Printing and Repro., Program/Ed. Supplies)	\$15,000				\$15,000.00
General Operating -(Insurance, Staff Training, Equipment Rental/Maintenance)					
Staff Travel -(Local & Out of Town)	\$3,240				\$3,240.00
Consultant/Subcontractor	\$10,000				\$10,000.00
Other -(Client Food, Client Travel, Client Activities and Client Supplies)					
Total Operating Expenses	\$1,236,064				\$1,236,064.00
Capital Expenditures					
TOTAL DIRECT EXPENSES	\$1,638,064				\$1,638,064.00
Indirect Expenses	\$118,400				\$118,400.00
Deduct Resident Fees					
TOTAL EXPENSES	\$1,756,464				\$1,756,464.00
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:	SDFPH - Housing & Urban Health 101 Grove Street, #323 San Francisco, CA 94102 Attn: Contract Payments	SDFPH - HUH Authorization For Payment:	By: _____ Marc Trotz - Director of Housing & Urban Health	Date: _____
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APPENDIX G
Dispute Resolution Procedure
For Health and Human Services Nonprofit Contractors
9-06

Introduction

The City Nonprofit Contracting Task Force submitted its final report to the Board of Supervisors in June 2003. The report contains thirteen recommendations to streamline the City's contracting and monitoring process with health and human services nonprofits. These recommendations include: (1) consolidate contracts, (2) streamline contract approvals, (3) make timely payment, (4) create review/appellate process, (5) eliminate unnecessary requirements, (6) develop electronic processing, (7) create standardized and simplified forms, (8) establish accounting standards, (9) coordinate joint program monitoring, (10) develop standard monitoring protocols, (11) provide training for personnel, (12) conduct tiered assessments, and (13) fund cost of living increases. The report is available on the Task Force's website at http://www.sfgov.org/site/npcontractingtf_index.asp?id=1270. The Board adopted the recommendations in February 2004. The Office of Contract Administration created a Review/Appellate Panel ("Panel") to oversee implementation of the report recommendations in January 2005.

The Board of Supervisors strongly recommends that departments establish a Dispute Resolution Procedure to address issues that have not been resolved administratively by other departmental remedies. The Panel has adopted the following procedure for City departments that have professional service grants and contracts with nonprofit health and human service providers. The Panel recommends that departments adopt this procedure as written (modified if necessary to reflect each department's structure and titles) and include it or make a reference to it in the contract. The Panel also recommends that departments distribute the finalized procedure to their nonprofit contractors. Any questions for concerns about this Dispute Resolution Procedure should be addressed to purchasing@sfgov.org.

Dispute Resolution Procedure

The following Dispute Resolution Procedure provides a process to resolve any disputes or concerns relating to the administration of an awarded professional services grant or contract between the City and County of San Francisco and nonprofit health and human services contractors.

Contractors and City staff should first attempt to come to resolution informally through discussion and negotiation with the designated contact person in the department.

If informal discussion has failed to resolve the problem, contractors and departments should employ the following steps:

- Step 1 The contractor will submit a written statement of the concern or dispute addressed to the Contract/Program Manager who oversees the agreement in question. The writing should describe the nature of the concern or dispute, i.e., program, reporting, monitoring, budget, compliance or other concern. The Contract/Program Manager will investigate the concern with the appropriate department staff that are involved with the nonprofit agency's program, and will either convene a meeting with the contractor or provide a written response to the contractor within 10 working days.
- Step 2 Should the dispute or concern remain unresolved after the completion of Step 1, the contractor may request review by the Division or Department Head who supervises the Contract/Program Manager. This request shall be in writing and should describe why the concern is still unresolved and propose a solution that is satisfactory to the contractor. The Division or Department Head will consult with other Department and City staff as appropriate, and will provide a written determination of the resolution to the dispute or concern within 10 working days.

- Step 3 Should Steps 1 and 2 above not result in a determination of mutual agreement, the contractor may forward the dispute to the Executive Director of the Department or their designee. This dispute shall be in writing and describe both the nature of the dispute or concern and why the steps taken to date are not satisfactory to the contractor. The Department will respond in writing within 10 working days.

In addition to the above process, contractors have an additional forum available only for disputes that concern implementation of the thirteen policies and procedures recommended by the Nonprofit Contracting Task Force and adopted by the Board of Supervisors. These recommendations are designed to improve and streamline contracting, invoicing and monitoring procedures. For more information about the Task Force's recommendations, see the June 2003 report at http://www.sfgov.org/site/npcontractingtf_index.asp?id=1270.

The Review/Appellate Panel oversees the implementation of the Task Force report. The Panel is composed of both City and nonprofit representatives. The Panel invites contractors to submit concerns about a department's implementation of the policies and procedures. Contractors can notify the Panel after Step 2. However, the Panel will not review the request until all three steps are exhausted. This review is limited to a concern regarding a department's implementation of the policies and procedures in a manner which does not improve and streamline the contracting process. This review is not intended to resolve substantive disputes under the contract such as change orders, scope, term, etc. The contractor must submit the request in writing to purchasing@sfgov.org. This request shall describe both the nature of the concern and why the process to date is not satisfactory to the contractor. Once all steps are exhausted and upon receipt of the written request, the Panel will review and make recommendations regarding any necessary changes to the policies and procedures or to a department's administration of policies and procedures.

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID ZL
WESTBA2

DATE (MM/DD/YYYY)
05/27/09

PRODUCER (SF) Heffernan Insurance Brkrs 120 Howard Street, Suite 550 San Francisco CA 94105 Phone: 415-778-0300 Fax: 415-778-0301	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURERS AFFORDING COVERAGE	NAIC #
INSURED West Bay Housing Corporation Renee Escalante 1388 Sutter Street Ste 603 San Francisco CA 94109	INSURER A: NON PROFITS INSURANCE ALLIANCE	
	INSURER B: Southern Insurance Company	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES

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

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A X	GENERAL LIABILITY	200821577NPO	08/01/08	08/01/09	EACH OCCURRENCE \$ 1000000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 10000
	GEN'L AGGREGATE LIMIT APPLIES PER:				PERSONAL & ADV INJURY \$ 1000000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				GENERAL AGGREGATE \$ 2000000
					PRODUCTS - COMP/OP AGG \$ 2000000
					Emp Ben. INCLUDED
A X	AUTOMOBILE LIABILITY	200821577NPO	08/01/08	08/01/09	COMBINED SINGLE LIMIT (Ea accident) \$ 1000000
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS				
	<input checked="" type="checkbox"/> NON-OWNED AUTOS				
	GARAGE LIABILITY	NO COVERAGE			AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$
					AUTO ONLY: AGG \$
A	EXCESS/UMBRELLA LIABILITY	200821577UMB	08/01/08	08/01/09	EACH OCCURRENCE \$ 2000000
	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$ 2000000
	<input type="checkbox"/> DEDUCTIBLE				\$
	<input checked="" type="checkbox"/> RETENTION \$ 10000				\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WSI000731501	01/03/09	01/03/10	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT \$ 1000000
	If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE \$ 1000000
	OTHER				E.L. DISEASE - POLICY LIMIT \$ 1000000
		NOT APPLICABLE			

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Project: As on file with the insured. The City and County of San Francisco, its Officers, Agents and Employees are named as additional insured (primary) on General Liability policy and additional insured on Automobile Liability policy per attached endorsements. *Except 10 days notice for non-payment of premium. "REVISED - 05/27/09"

CERTIFICATE HOLDER

CITY&23

 City & County of San Francisco
 Officers, Agents & Employees
 Dept. 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, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30* DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
 AUTHORIZED REPRESENTATIVE

POLICY NUMBER: 200821577NPO

COMMERCIAL GENERAL LIABILITY
CG 20 26 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

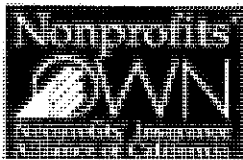
COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.



NONPROFITS' INSURANCE ALLIANCE OF CALIFORNIA
P.O. Box 8507, Santa Cruz, CA 95061

POLICY CHANGE
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMPANY: Nonprofits' Insurance Alliance of California (21577)
POLICY NUMBER: 2008-21577-NPO
NAMED INSURED: West Bay Housing Corporation, dba: Home for Life, LLC
POLICY CHANGE EFFECTIVE: 03/17/2009
COVERAGE PART AFFECTED: BUSINESS AUTO
POLICY CHANGE#: 14 Page 1

The following additional insured(s)/loss payee(s) is/are hereby added to read:

Veh #	VIN #	Additional Insured - NIAC-A1
N/A		City & County of San Francisco, Officers, Agents & Employees/Department of Public Health 101 Grove Street, Room 307 San Francisco, CA 94102

All other terms, limits and conditions remain the same.

ADDITIONAL PREMIUM:	\$0
RETURN PREMIUM:	\$0
TOTAL PREMIUM:	\$0

03/17/2009

AUTHORIZED SIGNATURE

(02425)



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE ONLY

In consideration of the premium charged, it is understood and agreed that the following is added as an additional insured:

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

But only as respects a legally enforceable contractual agreement with the Named Insured and only for liability arising out of the Named Insured's negligence and only for occurrences of coverages not otherwise excluded in the policy to which this endorsement applies.

It is further understood and agreed that irrespective of the number of entities named as insureds under this policy, in no event shall the company's limits of liability exceed the occurrence or aggregate limits as applicable by policy definition or endorsement.