

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

FIRST Amendment

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

RECITALS

WHEREAS, City and Contractor have entered into the Agreement (as defined below); and
WHEREAS, City and Contractor desire to modify the Agreement on the terms and conditions set forth herein to add funds and extend contract terms to housing services, scattered site housing and rental subsidies;

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

NOW THEREFORE, Contractor and the City agree as follows:

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

a. **Agreement.** The term "Agreement" shall mean the Agreement dated April 01, 2009, (BPHC09000173/DPHC09001067/DPHC10000144), between Contractor and City.

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

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

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

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

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

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

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

Option 1:	07/01/2010-06/30/2012	Exercised
Option 2:	07/01/2012-06/30/2013	
Option 3:	07/01/2013-06/30/2014	
Option 4:	07/01/2014-06/30/2015	
Option 5:	07/01/2015-06/30/2016	
Option 6:	07/01/2016-06/30/2017	
Option 7:	07/01/2017-06/30/2018	

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

5. Compensation. Compensation shall be made in monthly payments on or before the 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.

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

5. Compensation. Compensation shall be made in monthly payments on or before the 30th day of each month for work, as set forth in Section 4 of this Agreement, that the **Director of the Public Health Department**, in his or her sole discretion, concludes has been performed as of the last day of the immediately preceding month. In no event shall the amount of this Agreement exceed **Seven Million Eight Hundred Ten Thousand Eight Hundred Eighty-Six DOLLARS (\$7,810,886)**. The breakdown of costs associated with this Agreement appears in Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein. No charges shall be incurred under this Agreement nor shall any payments become due to Contractor until reports, services, or both, required under this Agreement are received from Contractor and approved by **Department of Public Health** as being in accordance with this Agreement. City may withhold payment to Contractor in any instance in which Contractor has failed or refused to satisfy any material obligation provided for under this Agreement.

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

**Appendix B
Calculation of Charges**

1. Method of Payment

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

2. Program Budgets and Final Invoice

A. Program Budgets supporting the period 07/01/10-06/30/12 may be found in the following Appendixes:

Appendix B, 07/01/10-06/30/12, Page 2	Budget Summary
Appendix B-1c, 07/01/10-06/30/11, Pages 1-4	Scattered-Site Housing & Rental Subsidy Administration
Appendix B-1d, 07/01/10-06/30/11, Pages 1-2	Scattered-Site Housing & Rental Subsidy Administration
Appendix B-1e, 07/01/11-06/30/12, Pages 1-4	Scattered-Site Housing & Rental Subsidy Administration
Appendix B-1f, 07/01/11-06/30/12, Pages 1-2	Scattered-Site Housing & Rental Subsidy Administration

B. Contractor understands that, of the maximum dollar obligation listed in Section 5 of this Agreement, **\$880,917** is included as a contingency amount and is neither to be used in Program Budgets attached to this Appendix, or available to Contractor without a modification to this Agreement executed in the same manner as this Agreement or a revision to the Program Budgets of Appendix B, which has been approved by Contract Administrator. Contractor further understands that no payment of any portion of this contingency amount will be made unless and until such modification or budget revision has been fully approved and executed in accordance with applicable City and Department of Public Health laws, regulations and policies/procedures and certification as to the availability of funds by Controller. Contractor agrees to fully comply with these laws, regulations, and policies/procedures.

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

Original Agreement	General Fund	\$200,000	04/01/09-06/30/09	(Appx B-1)
Original Agreement	General Fund	\$1,756,464	07/01/09-06/30/10	(Appx B-1a)
Internal Contract Revision	General Fund	(\$465,000)	07/01/09-06/30/10	(Appx B-1a)
Internal Contract Revision	SAMHSA	\$54,000	09/01/09-06/30/10	(Appx B-1b)
1st Amendment	General Fund (Project)	\$2,063,638	7/01/10-06/30/11	(Appx B-1c)
1st Amendment	General Fund	\$158,000	7/01/10-06/30/11	(Appx B-1d)
1st Amendment	General Fund (Project)	\$3,004,867	7/01/11-06/30/12	(Appx B-1e)
1st Amendment	General Fund	\$158,000	7/01/11-06/30/12	(Appx B-1f)
		<u>\$6,929,969</u>		
	Contingency	<u>\$880,917</u>		
		<u>\$7,810,886</u>		

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

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

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

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WHEREAS, City and Contractor desire to modify the Agreement on the terms and conditions set forth herein to add funds and extend contract terms to housing services, scattered site housing and rental subsidies;

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

(c) **Section 25. Section 25 Notices to the Parties, of the Agreement currently reads as follows:**

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 FAX: (415) 554-2555
San Francisco, California 94102

And: Marc Trotz, Contract Administrator
Department of Public Health Housing & Urban
Health
101 Grove Street, Room 323 FAX: (415) 554-2658
SAN FRANCISCO, CA 94102

To CONTRACTOR: WEST BAY HOUSING CORPORATION
1388 SUTTER ST., SUITE 603 FAX: (415) 618-0228
SAN FRANCISCO, CA 94109

Any notice of default must be sent by registered mail.

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

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

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

and: Marc Trotz
Contract Administrator
San Francisco Department of Public Health
101 Grove Street, Room 323 FAX: (415) 554-2658
San Francisco, CA 94102 e-mail: marc.trotz@sfdph.org

To Contractor: **West Bay Housing Corporation**
For Notices: **1390 Market Street, Suite 405** FAX: (415) 618-0228
San Francisco, CA 94102 e-mail: matt@westbayhousing.org

For Payments: Same as For Notices

Any notice of default must be sent by registered mail.

The following Appendices are being added to or substituted for the Exhibits and/or Appendices, as indicated, in the "Original Agreement" and any subsequent "Amendments", and are titled to support the period of 07/01/2010-06/30/2012.

- (d) Add Appendix A, 07/01/10-06/30/12, Page 4.
- (e) Add Appendix A-1, 07/01/10-06/30/12, Pages 1-7.
- (f) Add Appendix B, 07/01/10-06/30/12, Page 2.
- (g) Add Appendix B-1c, 07/01/10-06/30/11, Pages 1-4.
- (h) Add Appendix B-1d, 07/01/10-06/30/11, Pages 1-2.
- (i) Add Appendix B-1e, 07/01/11-06/30/12, Pages 1-4.
- (j) Add Appendix B-1f, 07/01/11-06/30/12, Pages 1-2.
- (k) Add Appendix C Reserved.
- (l) Add Appendix D Additional Terms.
- (m) Add Appendix E Business Associate Addendum.
- (n) Add Appendix F-1c, 07/01/10-06/30/11, Pages A and B.
- (o) Add Appendix F-1d, 07/01/10-06/30/11, Pages A and B.
- (p) Add Appendix F-1e, 07/01/11-06/30/12, Pages A and B.
- (q) Add Appendix F-1f, 07/01/11-06/30/12, Pages A and B.
- (r) Add Appendix G Dispute Resolution Procedure For Health and Human Services Nonprofit Contractor.
- (s) Delete Appendix H Certificates of Insurance, and **substitute** Appendix H Certificates of Insurance.

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

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

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

CITY

CONTRACTOR

Recommended by:

WEST BAY HOUSING CORPORATION

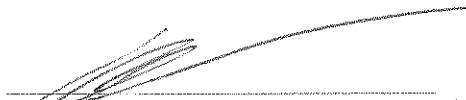

MITCHELL H. KATZ, M.D. / 11/15/10
Date
Director of Health


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: Aleeza Van Runkle / 12.3.10
Date
Deputy City Attorney


William Pickel / 11/09/10
Date
Executive Director
1390 Market Street, Suite 405
San Francisco, CA 94102

Approved:

City vendor number: 78059


Naomi Kelly / 12/15/10
Date
Director Office of Contract
Administration and Purchaser

Appendices

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

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Appendix A
Services to be provided by Contractor

I. Terms

A. Contract Administrator:

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

B. Reports:

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

C. Evaluation:

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

D. Possession of Licenses/Permits:

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

E. Adequate Resources:

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

F. Admission Policy:

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

G. San Francisco Residents Only:

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

H. Grievance Procedure:

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

I. Infection Control, Health and Safety:

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

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

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

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

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

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

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

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

J. Acknowledgment of Funding:

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

K. Client Fees and Third Party Revenue:

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

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

L. Patients Rights:

All applicable Patients Rights laws and procedures shall be implemented.

M. Under-Utilization Reports:

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

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

N. Quality Assurance:

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

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

O. Compliance With Grant Award Notices:

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

2. Description of Services

Detailed descriptions of services supporting the period 07/01/10-6/30/12 may be found in the following Appendixes:

Appendix A, 07/01/10-06/30/12 Page 4

Program Summary

Appendix A-1, 07/01/10-06/30/12, Pages 1-7

Scattered-Site Housing & Rental Subsidy Administration

SUMMARY

Service Providers:	West Bay Housing Corporation				
Fiscal Agent:	Same as Above				
Total Contract Amount:	\$ 5,384,505				
System of Care:	Housing and Urban Health				
Provider Address:	1390 Market Street, San Francisco, CA 94102				
Provider Phone:	(415) 618-0012 Ext. 205			Provider Fax #: (415) 618-0288	
Contact Person:	William Pickle Executive Director bill@westbayhousing.org				
Program Name:	Scattered-Site Housing & Rental Subsidy Administration (SSHRSA)				
Amount Year One:	Appendix A-1 \$2,063,638 (General Fund-Project)		Appendix A-1 \$158,000 (General Fund)		
Term:	07/01/10 – 06/30/11		07/01/10 – 06/30/11		
Definition of UOS:	Housing Subsidy Month		Housing Subsidy Month		
Total UOS / UDC::	Totals		Totals		
		UOS	UDC	UOS	UDC
		479*	70**	N/A***	N/A***
		479	70	N/A***	N/A***
Amount Year Two:	Appendix A-1 \$3,004,867 (General Fund-Project)		Appendix A-1 \$158,000 (General Fund)		
Term:	07/11/11 – 06/30/12		07/01/11 – 06/30/12		
Definition of UOS:	Housing Subsidy Month		Housing Subsidy Month		
Total UOS / UDC:	Totals		Totals		
		UOS	UDC	UOS	UDC
		479*	70**	N/A***	N/A***
		479	70	N/A***	***
Target Population A-1:	Laguna Hospital (LHH) patients and persons considered at-risk of placement in a skilled nursing facility but who wish to live in the community. The Diversion and community integration Program (DCIP) will determine clinical appropriateness for community housing and will refer persons to the LHH Scattered-Site Housing and Rental Subsidy Program; staff from the San Francisco Department of Public Health (SFDPH) and the Department of Aging and Adult Services (DAAS) comprise the DCIP unit.				
Description of Service A-1:	Housing Subsidy Month: A UOS is defined as but not limited to person-centered placement and planning, outreach to the private real estate market, unit identification, master-leasing, rental subsidy administration, property owner/program participant liaison, unit repairs and modifications, inspections and service provider communication.				

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

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

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

APPENDIX A

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

Appendix A-1
 07/1/10 through 06/30/12
 General Fund

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

2. Nature of Document (check one)

New Renewal Modification

3. Goal Statement

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

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)
<p>A Unit of Service is defined as a Housing Subsidy Month:</p> <p>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.</p>	479*	85	70**

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

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

Program UDC and UOS Projection FY 10/11

Contract Phase	Month	# of Months	UOS (Subsidy) per month	Cumulative # of new subsidized housing units secured each month	# of new Chambers Class Members (UDC)
Rent Up and Ongoing Operations 7/1/10 - 6/30/11	July	1	9	9	3
	August	1	13	13	4
	September	1	17	17	4
	October	1	22	22	5
	November	1	27	27	5
	December	1	33	33	6
	January	1	40	40	7
	February	1	47	47	7
	March	1	55	55	8
	April	1	63	63	8
	May	1	72	72	9
June	1	85	85	13	
Total		12	479*	85	70**

Program UDC and UOS Projection FY 11/12

Contract Phase	Month	# of Months	UOS (Subsidy) per month	Cumulative # of new subsidized housing units secured each month	# of new Chambers class members (UDC)
Rent Up and Ongoing Operations 7/1/11 - 6/30/12	July	1	9	9	3
	August	1	13	13	4
	September	1	17	17	4
	October	1	22	22	5
	November	1	27	27	5
	December	1	33	33	6
	January	1	40	40	7
	February	1	47	47	7
	March	1	55	55	8
	April	1	63	63	8
	May	1	72	72	9
June	1	81	81	9	
Total		12	479	81	70*

6. Methodology

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

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

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

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

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

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

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

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

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

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

Unit Habitability and Tenant Wellness Checks

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

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

Service Provider Communication. WBHC will communicate professionally and confidentially with each participant's case manager and service provider of record, and with DCIP during initial move-in and housing stabilization, as well as whenever concerns threatening the participant's well-being and/or housing tenure arise during occupancy. WBHC will participate in case conferencing as scheduled by participants' primary case management providers. Additionally, WBHC will prepare housing updates on participants as requested by DCIP.

The Director of Housing Services will attend DCIP meetings, as well as additional work groups and planning meetings to ensure the development of successful program collaboration. WBHC will participate in the development of Memoranda of Understanding with other DCIP members and service providers, as necessary.

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

7. Objectives and Measurements

A. Performance/Outcome Objectives

- 1) By the end of June 30, 2011 and 2012, 85 residential units each year will be secured by lease for the San Francisco Department Public Health-Housing and Urban Health section to house program participants of the SSHRSA Program, as demonstrated by the number of housing units under contract on file and as reflected in the number of units listed in our housing portfolio tracker.

Evaluation: *The property acquisitions manager will work with other designated WBHC staff to ensure that the appropriate amount of scattered-site housing units are secured for 170 unduplicated program participants over the next two Fiscal Years. Under supervision from the Director of Housing Programs, the Property Acquisitions Manager will identify, negotiate, and lease a portfolio of appropriate scattered-site units (including apartments and homes) to facilitate timely discharge from LHH or diversion from entry in LHH. Each month, staff progress will be assessed and documented. Ongoing progress evaluation will be conducted via weekly supervisory meetings and record reviews, as well as monthly reports documenting weekly action items and site visits submitted to the Director of Housing Programs. WBHC will develop and maintain a database to generate monthly and year-end reports with master lease information, total number of clients housed and housing units master leased/occupied, move-in date, tenancy tenure, move-out date/reason for move, total number of units leased, reasons for departure/issues resolved, and other information.*

- 2) By the end of June 30, 2011 and 2012, (90%) of participants of the West Bay Housing (WBHC) Scattered-Site Housing and Rental Subsidy Program who move into a WBHC Scattered-Site unit will still be housed. Of those who leave the housing, at least seventy-five percent (75%) will obtain unsubsidized housing, other supportive housing, move in with family or friends, or be placed in a higher level of care where their special needs can be better addressed, as documented in the client portfolio file.

Evaluation: *The WBHC Housing Coordinator and Retention Specialist maintain strong relationships with the program participant and the support service staff. As issues arise, the WBHC Housing Coordinator, Retention Specialist, and Director of Housing Programs will review the issue as a team and work with the participant and any support staff to resolve any conflict. Weekly reports are generated by the WBHC Housing Coordinator and distributed to the WBHC team. Feedback is also provided by the WBHC Acquisitions Manager.*

An annual, confidential, "Client Satisfaction Survey" will be distributed to the program participants to assess the working relationship, knowledge, and response of the WBHC Housing Coordinator and Retention Specialist, qualitatively assessing these aspects using a "strongly agree, somewhat agree, somewhat disagree, and strongly disagree" system. In addition, the Housing Coordinator will compile a spreadsheet of participants served and those not in the WBHC Scattered-Site Housing program anymore.

The WBHC Housing Coordinator will also track the reasons why housing could not be retained for the participants. The survey outcomes will be reviewed with the Director of Housing Programs to facilitate program improvements and/or staff training.

- 3) By the end of June 30, 2011 and 2012, 75% of all program participants will respond to the annual Client Satisfaction Survey. Of those responding, 80 percent will give WBHC an overall rating of satisfied or very satisfied, as measured and documented by the client satisfaction summary and analysis survey.

Evaluation: *The client satisfaction survey form will be distributed at least annually to each program participant, together with a stamped envelope addressed to WBHC, to allow participants to return the form. The Director of Housing Programs 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.*

B. Other Measurable Objectives/Process Objectives

- 1) By the end of June 30, 2011 and 2012, 100% of the master-leased units occupied by participants will be delivered for initial occupancy and maintained throughout the contract term in safe, decent, code-compliant and habitable condition, as demonstrated in our monthly Housing Retention log.

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

- 2) By the end of June 30, 2011 and 2012, WBHC staff will continue to administer a rental subsidy program that complies with the requirements of the Chambers settlement as well as DCIP and DPH specifications to ensure that 100% of program participants occupying master-leased units pay no more than 50% of their monthly income toward rent, as measured and documented via the monthly rent roll tracker and quarterly DCIP report.

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

- 3) By the end of June 30, 2011 and 2012, WBHC will distribute and administer a client satisfaction survey annually, as documented in the client portfolio file and quarterly report.

Evaluation: *WBHC's Director of Housing Programs will oversee the distribution and administration of a consumer satisfaction survey/process once a year. Director of Housing Programs and/or program staff will analyze results of survey to identify areas for improvement and implement program changes in response to outcomes as appropriate.*

- 4) By the end of June 30, 2011 and 2012, WBHC staff will produce quarterly financial reports detailing use of rent subsidies funds; details will follow requirements of Chambers settlement, as documented in the Board of Director's report.

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

8. Continuous Quality Improvement

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

- Review and continuously develop program policies and procedures related to all aspects of the Scattered-Site Housing and Rental Subsidy Administration program;
- Utilize an incident reporting system that complies with DPH - Community Programs' policies;
- Post client grievance policy and procedure; sign policy and procedure with each new program participant and file signed copy;
- Develop MOU's and LOC's with DCIP agencies and other service providers, landlords and rental agencies, as appropriate;
- Utilize electronic or paper charting system for the program and open a file on each new participant; system will include an ongoing supervisory review and sign-off process;
- Provide orientation and ongoing training to staff and supervisors; require all staff to study models of scattered-site supportive housing and master leasing, "bench-marking" to avoid pitfalls, false-starts, and other inefficiencies;
- Utilize information tracking tools to administer rent subsidies; this includes all necessary tools, policies and procedures;
- Utilize tracking systems to monitor, manage, report on, and analyze master lease, contract rent, repair/maintenance/unit modification, and related property information, including all necessary tools, policies and procedures;
- Conduct weekly team meetings to discuss weekly and monthly objectives and progress toward annual/contract term goals;
- Conduct monthly case conferences as appropriate; such as, during initial occupancy and housing stabilization, or to address housing-related issues during occupancy;
- Director of Housing Programs or designated staff will engage in weekly supervisory review of all program staff work and progress, identifying challenges and areas for improvement, and setting the agenda for case conferences and weekly team meetings;
- Generate monthly reports for DCIP/DPH to document and track progress;
- Participate in DCIP meetings, and develop procedures and forms to ensure that DCIP and case manager direction and input is conveyed to Housing 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

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

2. Program Budgets and Final Invoice

A. Program Budgets supporting the period 07/01/10-06/30/12 may be found in the following Appendixes:

Appendix B, 07/01/10-06/30/12, Page 2	Budget Summary
Appendix B-1c, 07/01/10-06/30/11, Pages 1-4	Scattered-Site Housing & Rental Subsidy Administration
Appendix B-1d, 07/01/10-06/30/11, Pages 1-2	Scattered-Site Housing & Rental Subsidy Administration
Appendix B-1e, 07/01/11-06/30/12, Pages 1-4	Scattered-Site Housing & Rental Subsidy Administration
Appendix B-1f, 07/01/11-06/30/12, Pages 1-2	Scattered-Site Housing & Rental Subsidy Administration

B. Contractor understands that, of the maximum dollar obligation listed in Section 5 of this Agreement, **\$880,917** is included as a contingency amount and is neither to be used in Program Budgets attached to this Appendix, or available to Contractor without a modification to this Agreement executed in the same manner as this Agreement or a revision to the Program Budgets of Appendix B, which has been approved by Contract Administrator. Contractor further understands that no payment of any portion of this contingency amount will be made unless and until such modification or budget revision has been fully approved and executed in accordance with applicable City and Department of Public Health laws, regulations and policies/procedures and certification as to the availability of funds by Controller. Contractor agrees to fully comply with these laws, regulations, and policies/procedures.

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

Original Agreement	General Fund	\$200,000	04/01/09-06/30/09	(Appx B-1)
Original Agreement	General Fund	\$1,756,464	07/01/09-06/30/10	(Appx B-1a)
Internal Contract Revision	General Fund	(\$465,000)	07/01/09-06/30/10	(Appx B-1a)
Internal Contract Revision	SAMHSA	\$54,000	09/01/09-06/30/10	(Appx B-1b)
1st Amendment	General Fund (Project)	\$2,063,638	7/01/10-06/30/11	(Appx B-1c)
1st Amendment	General Fund	\$158,000	7/01/10-06/30/11	(Appx B-1d)
1st Amendment	General Fund (Project)	\$3,004,867	7/01/11-06/30/12	(Appx B-1e)
1st Amendment	General Fund	\$158,000	7/01/11-06/30/12	(Appx B-1f)
		\$6,929,969		
	Contingency	\$880,917		
		<u>\$7,810,886</u>		

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

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

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

A	B	C	D	E	F	G	H	I	J	K	
Check one: <input type="checkbox"/> New <input checked="" type="checkbox"/> Renewal <input type="checkbox"/> Modification								Appendix B		Page 2	
								Contract Term:		7/1/10 - 6/30/12	
3	If modification, Effective Date of Mod.					No. of Mod.					
4	FISCAL YEAR:			SUBMISSION DATE:			DPH1				
5	LEGAL ENTITY/ ORGANIZATION NAME: West Bay Housing Corporation							VENDOR ID (DPH USE ONLY):			
6	LEGAL ENTITY CODE: (CBHS Only)										
7	CONTRACTOR/ PROVIDER NAME: West Bay Housing Corporation										
8	PROGRAM/ PROVIDER NAME: Scattered-Site Housing & Rental Subsidy Administration										
9											
10	APPENDIX NUMBER (Narrative/ Budget)			A-1 / B-1c	A-1 / B-1d	A-1 / B-1e	A-1 / B-2f				
11	APPENDIX TERM:			General Fund- Project 7/1/10-6/30/11	General Fund 7/1/10-6/30/11	General Fund- Project 7/1/11-6/30/12	General Fund 7/1/11-6/30/12				TOTALS
12	EXPENSES:										
13	SALARIES & EMPLOYEE BENEFITS			403,468	50,000	492,480	50,000				995,948
14	OPERATING EXPENSE			1,541,624	108,000	2,385,214	108,000				4,142,838
15	CAPITAL OUTLAY (COST \$5,000 AND OVER)										
16	SUBTOTAL DIRECT COSTS			1,945,092	158,000	2,877,694	158,000				5,138,786
17	INDIRECT COST AMOUNT:			118,546	0	127,173	0				245,719
18	INDIRECT RATE :			6.1%	0.0%	4.4%	0.0%				
19	TOTAL EXPENSES:			2,063,638	158,000	3,004,867	158,000				5,384,505
20											
21	REVENUES:										
22											
23	HOUSING & URBAN HEALTH (HUH) FUNDING SOURCES:										
30	General Fund			2,063,638	158,000	3,004,867	158,000				5,384,505
31	Other Funding Source (identify by name)										
32											
33	TOTAL HOUSING & URBAN HEALTH FUNDING SOURCES			2,063,638	158,000	3,004,867	158,000				5,384,505
34											
41											
81											
82	TOTAL DPH REVENUES										
83	OTHER/ NON-DPH REVENUE										
84	CLIENT FEES										
85	PROVIDERS GRANTS										
86	IN-KIND										
87	FUND RAISING										
88	OTHERS										
89	TOTAL OTHER/ NON-DPH REVENUE										
90											
91	TOTAL REVENUES (DPH AND NON-DPH)			2,063,638	158,000	3,004,867	158,000				5,384,505
92	Prepared by/Phone #:										

	A	B	C	D	E	F	G	H	I	
1	Contractor Name: West Bay Housing Corporation									Appendix B-1c
2	Contract Term: 7/1/10 - 6/30/12									Appendix Term: 7/1/10 - 6/30/11
3	Funding Source: General Fund-Project									
4										
5	SFDPH AIDS OFFICE CONTRACT									
6	UOS COST ALLOCATION BY SERVICE MODE									
7										
8	SERVICE MODES									
9	Personnel Expenses									
10	Position Titles	FTE	Salaries	% FTE	Salaries	% FTE	Salaries	% FTE	Contract Totals	
11	Program Director	0.70	80,500	100%					80,500	
12	Property Acquisitions Manager	1.00	66,625	100%					66,625	
13	Housing Coordinator	1.00	47,500	100%					47,500	
14	Housing Retention Specilaist	2.50	95,000	100%					95,000	
15	Unit Mod/Maintenance Technician	0.40	25,584	100%					25,584	
16										
17										
18	Total FTE & Total Salaries	5.60	315,209	100%					315,209	
19	Fringe Benefits	28%	88,259	100%					88,259	
20	Total Personnel Expenses		403,468	100%					403,468	
21										
22	Operating Expenses		Expenditure	%	Expenditure	%	Expenditure	%	Contract Total	
23	Total Occupancy		1,490,124	100%					1,490,124	
24	Total Materials and Supplies		5,000	100%					5,000	
25	Total General Operating		26,500	100%					26,500	
26	Total Staff Travel		10,000	100%					10,000	
27	Consultants/Subcontractor:		10,000	100%					10,000	
28	Other:									
29										
30										
31										
32										
33										
34										
35										
36										
37	Total Operating Expenses		\$ 1,541,624	100%					\$ 1,541,624	
38										
39	Total Direct Expenses		1,945,092	100%					1,945,092	
40	Indirect Expenses		118,546	100%					118,546	
41	TOTAL EXPENSES		\$ 2,063,638	100%					\$2,063,638	
42										
43	Number of Units of Service (UOS) per Service Mode		479						479	
44	Cost Per Unit of Service by Service Mode		\$4,308.22							
45	Number of Unduplicated Clients (UDC) per Service Mode		70							
46										
47	DPH #1A(1)									Rev. 05/2010

	B	C	D	E	F	G
1						
2	Salaries and Benefits					
3						
4	Program Director					
5	Responsible for overall program design and program implementation. Primary liaison with DPH and will participate in DCIP meetings. Evaluates program needs and ensures that program objectives are met. Coordinates activities and reviews all program procedures. Provides direction and supervision to program staff. Relies on experience and judgment to plan and accomplish program goals.					
6	Minimum Qualifications: This position requires an MS and a minimum of 5 years of experience working with underserved populations.					
7					Annual Salary of \$115,000 x 0.70 FTE =	\$80,500
8	Property Acquisitions Manager					
9	Responsible for the acquisition/master leasing of all program property. Activities include: Outreach to prospective landlords and property managers, research to identify suitable units for designated program participants, negotiate and review leases, maintain housing acquisition data base, consult real estate and fair housing law as relevant to program procedures/practices. Property Acquisitions Manager is also responsible for insuring that unit modifications are coordinated and delivered according to building and program standards.					
10	Minimum Qualifications: This position requires a commercial real-estate license and experience within real estate and property management acquisition and leasing in San Francisco.					
11					Annual Salary of \$66,625 x 1.0 FTE =	\$66,625
12						
13	Housing Coordinator					
14	The Housing Coordinator is responsible for coordinating all program activities from receipt of initial housing application to lease-up and initial occupancy. Duties include reviewing housing applications, arranging for money management, coordinating property visits, providing unit access, maintaining all records related to ongoing program portfolio and maintaining ongoing program rent roll.					
15	Minimum Qualifications: Bachelors degree in related field and 3 years of related field experience working with underprivileged populations.					
16					Annual Salary of \$47,500 x 1.0 FTE =	\$47,500
17						
18	Housing Retention Specialist					
19	The Housing Retention Specialist will serve as a liaison to community supports and bridge communication between program participants and ongoing case management staff. Housing Retention Specialist will conduct regular unit inspections to ensure basic program oversight and unit monitoring, including unit habitability, code compliance, life safety, accessibility, cleanliness and participant well-being. Housing Retention Specialist will also oversee the monthly rent roll administration and act as a liaison between program participants and their money management agency (e.g. Lutheran Social Services).					
20	Minimum Qualifications: Bachelors degree in related field or 3 – 5 years working with underprivileged and underserved populations.					
21					Annual Salary of \$38,000 x 2.5 FTE =	\$95,000
22						
23	Unit Mod/Maintenance Technician					
24	Conducts unit modifications and subsequent maintenance required as a result of the modification.					
25	Minimum Qualifications: Experience working in construction with core competencies in the areas of carpentry, plumbing and electrical.					
26					Annual Salary of \$63,960 x 0.4 FTE =	\$25,584
27						
28						
29	Total Salaries					\$315,209
30						
31	Total Fringe Benefits				28% of Total	\$88,259
32	Benefits include: payroll taxes, general liability, IRA contributions, Dental, Life Insurance, Medical, Vision, and workers compensation.					
33						
34	TOTAL SALARIES & BENEFITS					\$403,468
35						
36						
37						

	B	C	D	E	F	G
38						
39	Occupancy:					
40	<u>Rent Subsidy Reserve:</u>					
41	These funds will be utilized to administer monthly rent payments of current scattered-site master-leased units secured as a result of the Chambers Settlement. These funds will also be utilized to cover cost necessary to comply with our mandate to secure an additional 100 units this fiscal year				\$1,440,124	
42						
43	<u>Unit Modification Reserve:</u>					
44	These funds will be utilized towards the modification and maintenance of master leased units secured. Expenses may include the following: Hiring of a General Contractor, Permits, Architects Fees, Materials and Supplies.				\$50,000	
45						
46	Total Occupancy:				\$1,490,124	
47						
48						
49	Materials and Supplies:					
50	<u>Program Materials and Activities:</u>			\$416 x 12 months =	\$5,000	
51	Funds will be utilized to develop program marketing and advertising documents such as educational brochures, program pamphlets and information sheets. All funds used to develop brochures or pamphlets will be credited to Department of Public (DPH). For example, "DPH provided partial or full funding to develop this brochure/pamphlet."					
52						
53	Total Materials and Supplies:				\$5,000	
54						
55						
56	General Operating:					
57	<u>Rent Office Space:</u>					
58	1/3 of annual cost to rent corporate office space for program staff.			\$2,208 x 12 months =	\$26,500	
59						
60						
61	Total General Operating:				\$26,500	
62						
63						
64	Staff Travel (Local & Out of Town):					
65	Staff transportation cost related to program activities (e.g. Housing Retention visits, Property acquisition activities, Move-in and Move-Out Activities). This will include the reimbursement of mileage, parking, muni passes, taxi vouchers and zip car rental.			\$833 x 12 months =	\$10,000	
66						
67						
68	Total Staff Travel:				\$10,000	
69						
70						
71	Consultants/Subcontractors:					
72	Funds available to seek professional consulting in the areas of reasonable accommodations and master/corporate-leasing documentation. Funds may also be utilized for bed bud contractors for pre-move-in inspection.				\$10,000	
73						
74						
75						
76						
77	Total Consultants/Subcontractors:				\$10,000	
78						
79	TOTAL OPERATING EXPENSES				\$1,541,624	
80						
81						
82						
83	TOTAL DIRECT COSTS					\$1,945,092
84						
85	Indirect Cost					
86	Indirect Cost Expenses represent costs not directly connected to the Scattered Site Master-Leasing Program that are necessary to run an agency and support program goals and objectives. (See Indirect Cost Justification)					
87						
88						
89						
90	TOTAL INDIRECT COSTS					\$118,546
91						
92	APPENDIX TOTAL					\$2,063,638

West Bay Housing - Scattered-Site Housing & Rental Subsidy Administration Program
Appendix Term: 7/1/10 - 6/30/11

INDIRECT COSTS

<i>Indirect Staffing Cost</i>	Justification	Expenses
Executive Director	program design, implementation, and sustainability, and will be involved in all critical financial decisions, staffing decisions, and contract negotiations. Executive Director will also attend key meetings with DPH and DCIP. Other responsibilities include: direction of the agency, liaison with Board of Directors and other agency partners, check and document approval and signature, supervision of senior management staff. Annual Salary of \$148,310 x 0.25 FTE =	\$37,078
Accountant/CFO	Provides general accounting services to the agency. Responsibilities include accounts payable/recievable, payroll, general ledger, monthly financial statements, DPH / other program cost allocation, preparation for annual audit. Annual Salary of \$80,000 x 0.25 FTE =	\$20,000
Operations manager	Responsible for all human resource functions including initial hiring, staff trainings, etc. Annual Salary of \$68,181 x 0.25 FTE = 17,045	\$17,045
Total Indirect Staffing Cost		\$74,123
Indirect Operating Costs		
Telephone	Agency telephone and communication expenses. Annual cost \$16,558 x .40 = \$6,623.	\$6,623
Insurance Cost	Insurance cost related to operating the program include the following: Worker's Comp, General Liability, Property Loss, and Rental Insurance. Annual cost \$21,000 x .40 = \$8,400.	\$8,400
Hiring/Recruiting	Hiring and recruiting. Total annual cost \$1,000.	\$1,000
IT Support and Maintenance	IT support. Total annual cost \$20,000. Annual cost \$16,000 x .40 = \$6,400	\$6,400
Postage	Program postage and mailing related cost. (e.g. Client satisfaction survey mailing, landlord outreach, and apartment notification)	\$1,000
Staff Training	Program staff training cost.	\$3,000
Public Relations Landlord Outreach	Percentage of total agency public relations costs related to the Department of Public Health.	\$2,000
Legal Fees	Legal fees as they relate to affordable housing, fair housing law and reasonable accommodations.	\$10,000
Agency Audit	Percentage of agency audit cost. Annual cost \$15,000 x .40 = \$6,000.	\$6,000
Total Indirect Operating Cost		\$44,423
Total Indirect Cost		\$118,546

A	B	C	D	E	F	G
1						
2	Salaries and Benefits					
3						
4	Senior Research Associate Consult					
5	Will conduct face-to-face interviews with individuals living in San Francisco Department of Public Health supportive housing programs. Senior Research Associate will consult with investigators regarding study design, implementation, and interpretation of data as well as other duties assigned.					
6	Minimum Qualifications: Master's Degree in Public Health. Experience with quantitative and qualitative evaluation. Experience with database design and analysis and website design. Strengths in statistical analyses. Fluency in Spanish.					
7		Annual Salary of \$31,250 x 0.8 FTE =			\$25,000	
8	Research Associate					
9	Will design, analyze and implement epidemiologic studies (both qualitative and quantitative) of supportive housing programs with the objective of developing manuscripts and reports for publication.					
10	Minimum Qualifications: BA/BS with a degree in public health or a related science and two or more years of recent, directly related work experience following degree completion or an equivalent combination of education and experience; ability to multitask, communicate clearly, and work in a community-based research environment; demonstrated organizational skills.					
11		Annual Salary of \$50,000 x 0.5 FTE =			\$25,000	
12						
13						
14						
15	Total Salaries				\$50,000	
16						
17	Occupancy:					
18	Additional Master Leased Units:					
19	Funds reserved to administer payment of NEW scattered site master leased units in correspondence to the MOU with Tenderloin Neighborhood Development (TNDC) or a similar entity. These funds will also be utilized to cover cost related to the acquisition of new master leased units.				\$99,000	
20						
21						
22	Total Occupancy:				\$99,000	
23						
24						
25	Materials and Supplies:					
26	Program Materials and Activities:	\$166 x 12 months =			\$2,000	
27	Funds will be utilized to develop program marketing and advertising documents. Documents such as educational brochures, program pamphlets and information sheets.					
28						
29	Total Materials and Supplies:				\$2,000	
30						
31						
32	Staff Travel (Local & Out of Town):					
33		\$166 x 12 months =			\$2,000	
34	Travel related to program activities (e.g. Housing Retention visits, Property acquisition activities).					
35						
36						
37	Total Staff Travel:				\$2,000	
38						
39	General Operating:					
40	Contract Administration					
41	Funds will be utilized to cover cost related to the program administration needed to secure 15 supportive housing units for DAH. Program activities include: Client intake, Client screening, Moving-in, Move-Out and Housing Retention activities.					
42		\$416 x 12 months =			\$5,000	
43						
44	Total General Operating:				\$5,000	
45						
46	TOTAL OPERATING EXPENSES				\$158,000	
47						
48						
49						
50	TOTAL DIRECT COSTS				\$158,000	
51						

	A	B	C	D	E	F	G	H	I	
1	Contractor Name: West Bay Housing Corporation									Appendix B-1e
2	Contract Term: 7/1/2011 - 6/30/2012									Appendix Term: 7/1/11 - 6/30/12
3	Funding Source: General Fund-Project									
4										
5	SFDPH AIDS OFFICE CONTRACT									
6	UOS COST ALLOCATION BY SERVICE MODE									
7										
8	SERVICE MODES									
9	Personnel Expenses									
10	Position Titles	FTE	Salaries	% FTE	Salaries	% FTE	Salaries	% FTE	Contract Totals	
11	Program Director	0.75	93,750	100%					93,750	
12	Property Acquisitions Manager	1.00	70,000	100%					70,000	
13	Housing Coordinator	1.00	55,000	100%					55,000	
14	Housing Retention Specilaist	3.00	126,000	100%					126,000	
15	Unit Mod/Maintenance Technician	0.50	40,000	100%					40,000	
16										
17										
18	Total FTE & Total Salaries	6.25	384,750	100%					384,750	
19	Fringe Benefits	28%	107,730	100%					107,730	
20	Total Personnel Expenses		492,480	100%					492,480	
21										
22	Operating Expenses		Expenditure	%	Expenditure	%	Expenditure	%	Contract Total	
23	Total Occupancy		2,310,214	100%					2,310,214	
24	Total Materials and Supplies		10,000	100%					10,000	
25	Total General Operating		35,000	100%					35,000	
26	Total Staff Travel		15,000	100%					15,000	
27	Consultants/Subcontractor:		15,000	100%					15,000	
28	Other:									
29										
30										
31										
32										
33										
34										
35										
36										
37	Total Operating Expenses		\$ 2,385,214	100%	\$ -				\$ 2,385,214	
38										
39	Total Direct Expenses		2,877,694	100%					2,877,694	
40	Indirect Expenses		127,173	100%					127,173	
41	TOTAL EXPENSES		\$ 3,004,867	100%					\$3,004,867	
42										
43	Number of Units of Service (UOS) per Service Mode		479						479	
44	Cost Per Unit of Service by Service Mode		\$6,273.21							
45	Number of Unduplicated Clients (UDC) per Service Mode		70							
46										
47	DPH #1A(1)									Rev. 05/2010

	A	B	C	D	E	F	G
1							
2		Salaries and Benefits					
3							
4		Program Director					
5		Responsible for overall program design and program implementation. Primary liaison with DPH and will participate in DCIP meetings. Evaluates program needs and ensures that program objectives are met. Coordinates activities and reviews all program procedures. Provides direction and supervision to program staff. Relies on experience and judgment to plan and accomplish goals.					
6		Minimum Qualifications: This position requires an MS and a minimum of 5 years of experience working with underserved populations.					
7					Annual Salary of \$125,000 x 0.75 FTE =	\$93,750	
8		Property Acquisitions Manager					
9		Responsible for the acquisition/master leasing of all program property. Activities include: markets program to prospective landlords and property managers, conducts market research and site visits to identify suitable units for designated program participants, negotiates and reviews leases, maintains housing acquisition data base, ensures compliance with relevant real estate and fair housing law. Property Acquisitions Manager is also responsible for insuring that unit modifications are coordinated and delivered according to building standards.					
10		Minimum Qualifications: This position requires a commercial real-estate license and experience acquiring/leasing real-estate in San Francisco					
11					Annual Salary of \$70,000 x 1.0 FTE =	\$70,000	
12							
13		Housing Coordinator					
14		The Housing Coordinator is responsible for coordinating all program activities from receipt of initial housing application to lease-up and initial occupancy. Reviews housing applications, arranges for money management, coordinates property visits, provides unit access, maintains all records related to ongoing program portfolio, and maintains ongoing program rent roll.					
15		Minimum Qualifications: Bachelors Degree in related field and 3 years of related field experience working with under privilege populations					
16					Annual Salary of \$55,000 x 1.0 FTE =	\$55,000	
17							
18		Housing Retention Specialist					
19		The Housing Retention Specialist will serve as a liaison to community supports and bridge communication between program participants and ongoing case management staff. Housing Retention Specialist will conduct regular unit inspections to ensure basic program oversight and unit monitoring, including unit habitability, code compliance, life safety, accessibility, cleanliness and participant well-being. Housing Retention Specialist will also oversee the monthly rent roll administration and act as a liaison between program participants and their money management agency (e.g. Lutheran Social					
20		Minimum Qualifications: Bachelors Degree in related field or 3 - 5 years working with underprivileged and underserved populations.					
21					Annual Salary of \$42,000 x 3.0 FTE =	\$126,000	
22							
23		Unit Mod/Maintenance Technician					
24		Conducts unit modifications and subsequent maintenance required as a result of the modification.					
25		Minimum Qualifications: Experience working in construction with core competencies in the areas of carpentry, plumbing and electrical.					
26					Annual Salary of \$80,000 x 0.5 FTE =	\$40,000	
27							
28							
29		Total Salaries				<u>\$384,750</u>	
30							
31		Total Fringe Benefits			28% of	<u>\$107,730</u>	
32		Benefits include: payroll taxes, general liability, IRA contributions, Dental, Life Insurance, Medical, Vision, and workers compensation.					
33							
34		TOTAL SALARIES & BENEFITS				<u><u>\$492,480</u></u>	
35							
36							
37							

A	B	C	D	E	F	G
38						
39	Occupancy:					
40	Rent Subsidy Reserve:					
41	Funds reserved to administer payment of current scattered site master-leased units. These funds will also be utilized to cover cost related to the acquisition of new master-leased units.				\$2,208,759	
42						
43	Unit Modification Reserve					
44	Funds related to the modification and maintenance of master leased units (e.g. General Contractor Cost, Permits, Architects Fees, Materials and Supplies).				\$101,455	
45						
46	Total Occupancy				\$2,310,214	
47						
48						
49	Materials and Supplies:					
50	Program Materials and Activities:					
51	Funds will be utilized to develop program marketing and advertising documents. Documents such as educational brochures, program pamphlets and information sheets.			\$833 x 12 months =	\$10,000	
52						
53	Total Materials and Supplies				\$10,000	
54						
55						
56	General Operating:					
57	Rent Office Space					
58	Annual cost to rent corporate office space for program staff.			\$2,916 x 12 months =	\$35,000	
59						
60						
61	Total General Operating				\$35,000	
62						
63						
64	Staff Travel (Local & Out of Town):					
65	Travel related to program activities (e.g. Housing Retention visits, Property acquisition activities).			\$1,250 x 12 months	\$15,000	
66						
67						
68	Total Staff Travel				\$15,000	
69						
70						
71	Consultants/Subcontractors:					
72	Funds available to seek legal consultation in the areas of reasonable accommodations and master leasing documentation.				\$15,000	
73						
74						
75						
76						
77	Total Consultants/Subcontractors				\$15,000	
78						
79	TOTAL OPERATING EXPENSES				\$2,385,214	
80						
81						
82						
83						
84	TOTAL DIRECT COSTS					\$2,877,694
85						
86	Indirect Cost					
87	Indirect Cost Expenses represent costs not directly connected to the Scattered Site Master-Leasing Program that are necessary to run an agency and support program goal and objectives. (See Indirect Cost Justification)					
88						
89						
90	TOTAL INDIRECT COSTS					\$127,173
91						
92	APPENDIX TOTAL					\$3,004,867
93						
94						
95						
96						
97						

West Bay Housing - Scattered-Site Housing & Rental Subsidy Administration Program
Appendix Term: 7/1/11- 6/30/12

INDIRECT COSTS JUSTIFICATION

<i>Indirect Staffing Cost</i>	<i>Justification</i>	<i>Expenses</i>
Executive Director	program design, implementation, and sustainability, and will be involved in all critical financial decisions, staffing decisions, and contract negotiations. Executive Director will also attend key meetings with DPH and DCIP. Other responsibilities include: direction of the agency, liaison with Board of Directors and other agency partners, checks and document signature, supervision of senior management staff. Annual Salary of \$150,000 x 0.25 FTE = \$37,078	\$37,500
Accountant/CFO	agency. Responsibilities include accounts payable/receivable, payroll, general ledger, monthly financial statements, allocation of costs to DPH and other programs, and audit preparation. Annual Salary of \$85,000 x 0.25	\$21,250
Operations manager	Responsible for all human resource functions including coordination of staff training and initial on boarding. Annual Salary of \$70,000 x 0.25 FTE = 17,045	\$17,500
Total Indirect Staffing Cost		\$76,250
<i>Indirect Operating Costs</i>		
Telephone	Agency telephone and communication expenses. Annual cost \$16,558 x .40 = \$6,623.	\$6,623
Insurance Cost	Insurance cost related to operating the program include the following: Worker's Comp, General Liability, Property Loss, and Rental Insurance. Annual cost \$25,000 x .40 = \$10,000.	\$10,000
Hiring/Recruiting	Hiring and recruiting. Total annual cost \$1,000.	\$1,500
IT Support and Maintenance	IT support. Total annual cost \$20,000. \$20,000 x .40 = \$6,400	\$8,000
Postage	Program postage and mailing related cost. (e.g. Client satisfaction survey mailing, landlord outreach, and apartment notification).	\$1,000
Staff Training	Program staff training cost.	\$5,000
Public Relations Landlord Outreach	Percentage of total agency public relations costs related to the Department of Public Health.	\$2,000
Legal Fees	Legal fees as they related to affordable housing, fair housing law and reasonable accommodations.	\$10,000
Agency Audit	Percentage of agency audit cost. Annual cost \$17,000 x .40 = \$6,800.	\$6,800
Total Indirect Operating Cost		\$50,923
Total Indirect Cost		\$127,173

	A	B	C	D	E	F	G	H	I
1	Contractor Name:	West Bay Housing Corporation						Appendix B-1f	
2	Contract Term:	7/1/2010 - 6/30/2012						Appendix Term: 7/1/11 - 6/30/12	
3	Funding Source:	General Fund							
4									
5	SFDPH AIDS OFFICE CONTRACT								
6	UOS COST ALLOCATION BY SERVICE MODE								
7									
8	SERVICE MODES								
9	Personnel Expenses								
10	Position Titles	FTE	Salaries	% FTE	Salaries	% FTE	Salaries	% FTE	Contract Totals
11	Senior Research Associate Consult	0.80	25,000	100%					25,000
12	Research Associate Consultant	0.50	25,000	100%					25,000
13									
14									
15									
16									
17									
18	Total FTE & Total Salaries	1.30	50,000	100%					50,000
19	Fringe Benefits	0%							
20	Total Personnel Expenses		50,000	100%					50,000
21									
22	Operating Expenses		Expenditure	%	Expenditure	%	Expenditure	%	Contract Total
23	Total Occupancy		99,000	100%					99,000
24	Total Materials and Supplies		2,000	100%					2,000
25	Total General Operating		5,000	100%					5,000
26	Total Staff Travel		2,000	100%					2,000
27	Consultants/Subcontractor:								
28	Other:								
29									
30									
31									
32									
33									
34									
35									
36									
37	Total Operating Expenses		\$ 108,000	100%	\$ -				\$ 108,000
38									
39	Total Direct Expenses		158,000	100%					158,000
40	Indirect Expenses	0%							
41	TOTAL EXPENSES		\$ 158,000	100%					\$158,000
42									
43	er of Units of Service (UOS) per Service Mode		N/A						
44	Cost Per Unit of Service by Service Mode		N/A						
45	Unduplicated Clients (UDC) per Service Mode		N/A						
46									
47	DPH #1A(1)								Rev. 05/2010

A	B	C	D	E	F	G
1						
2	Salaries and Benefits					
3						
4	Senior Research Associate Consult					
5	Will conduct face-to-face interviews with individuals living in San Francisco Department of Public Health supportive housing programs. Senior Research Associate will consult with investigators regarding study design, implementation, and interpretation of data as well as other duties assigned					
6	Minimum Qualifications: Master's degree in Public Health. Experience with quantitative and qualitative evaluation. Experience with database design and analysis and website design. Strengths in statistical analyses. Fluency in Spanish					
7					Annual Salary of \$31,250 x 0.8 FTE =	\$25,000
8	Research Associate					
9	Will design, analyze and implement epidemiologic studies (both qualitative and quantitative) of supportive housing programs with the objective of developing manuscripts and reports for publication.					
10	Minimum Qualifications: BA/BS with a degree in public health or a related science and two or more years of recent, directly related work experience following degree completion or an equivalent combination of education and experience; ability to multitask, communicate clearly, and work in a community-based research environment; demonstrated organizational skills.					
11					Annual Salary of \$50,000 x 0.5 FTE =	\$25,000
12						
13						
14						
15	Total Salaries					\$50,000
16						
17	Occupancy:					
18	Additional Master Leased Units:					
19	Funds reserved to administer payment of NEW scattered site master leased units in correspondence to the MOU with Tenderloin Neighborhood Development (TNDC) or a similar entity. These funds will also be utilized to cover cost related to the acquisition of new master leased units.					\$99,000
20						
21					Total Occupancy:	\$99,000
22						
23						
24						
25	Materials and Supplies:					
26	Program Materials and Activities:					\$2,000
27	Funds will be utilized to develop program marketing and advertising documents such as educational brochures, program pamphlets and information sheets.					
28						
29					Total Materials and Supplies:	\$2,000
30						
31						
32	Staff Travel (Local & Out of Town):					\$2,000
33	Travel related to program activities (e.g. Housing Retention visits, Property acquisition activities).					
34						
35						
36					Total Staff Travel:	\$2,000
37						
38	General Operating:					
39	Contract Administration:					
40	Funds will be utilized to cover cost related to the program administration to secure 15 supportive housing units for DAH. Program activities include: Client intake, Client screening, Moving-in, Move-Out and Housing Retention activities.					\$5,000
41						
42						
43					Total General Operating:	\$5,000
44						
45	TOTAL OPERATING EXPENSES					\$158,000
46						
47						
48						
49					TOTAL DIRECT COSTS	\$158,000
50						
51						
52						

Appendix C

RESERVED

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**Appendix D
Additional Terms**

1. HIPAA

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

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

2. THIRD PARTY BENEFICIARIES

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

3. MATERIALS REVIEW

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

4. EMERGENCY RESPONSE

CONTRACTOR will develop and maintain an Agency Disaster and Emergency Response Plan containing Site Specific Emergency Response Plan(s) for each of its service sites. The agency-wide plan should address disaster coordination between and among service sites. CONTRACTOR will update the Agency/site(s) plan as needed and CONTRACTOR will train all employees regarding the provisions of the plan for their Agency/site(s). CONTRACTOR will attest on its annual Community Programs' Contractor Declaration of Compliance whether it has developed and maintained an Agency Disaster and Emergency Response Plan, including a site specific emergency response plan for each of its service site. CONTRACTOR is advised that Community Programs Contract Compliance Section staff will review these plans during a compliance site review. Information should be kept in an Agency/Program Administrative Binder, along with other contractual documentation requirements for easy accessibility and inspection

In a declared emergency, CONTRACTOR'S employees shall become emergency workers and participate in the emergency response of Community Programs, Department of Public Health. Contractors are required to identify and keep Community Programs staff informed as to which two staff members will serve as CONTRACTOR'S prime contacts with Community Programs in the event of a declared emergency.

Appendix E

BUSINESS ASSOCIATE ADDENDUM

This Business Associate Addendum is entered into to address the privacy and security protections for certain information as required by federal law. City and County of San Francisco is the Covered Entity and is referred to below as "CE". The CONTRACTOR is the Business Associate and is referred to below as "BA".

RECITALS

- A. CE wishes to disclose certain information to BA pursuant to the terms of the Contract, some of which may constitute Protected Health Information ("PHI") (defined below).
- B. CE and BA intend to protect the privacy and provide for the security of PHI disclosed to BA pursuant to the Contract in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ("the HITECH Act"), and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the "HIPAA Regulations") and other applicable laws.
- C. As part of the HIPAA Regulations, the Privacy Rule and the Security Rule (defined below) require CE to enter into a contract containing specific requirements with BA prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 164.314(a), 164.502(e) and 164.504(e) of the Code of Federal Regulations ("C.F.R.") and contained in this Addendum.

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

1. Definitions

- a. **Breach** shall have the meaning given to such term under the HITECH Act [42 U.S.C. Section 17921].
- b. **Business Associate** shall have the meaning given to such term under the Privacy Rule, the Security Rule, and the HITECH Act, including, but not limited to, 42 U.S.C. Section 17938 and 45 C.F.R. Section 160.103.
- c. **Covered Entity** shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to, 45 C.F.R. Section 160.103.
- d. **Data Aggregation** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- e. **Designated Record Set** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.

- f. **Electronic Protected Health Information** means Protected Health Information that is maintained in or transmitted by electronic media.
- g. **Electronic Health Record** shall have the meaning given to such term in the HITECH Act, including, but not limited to, 42 U.S.C. Section 17921.
- h. **Health Care Operations** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- i. **Privacy Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and E.
- j. **Protected Health Information or PHI** means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; and (ii) that identifies the individual or with respect to where there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501. Protected Health Information includes Electronic Protected Health Information [45 C.F.R. Sections 160.103, 164.501].
- k. **Protected Information** shall mean PHI provided by CE to BA or created or received by BA on CE's behalf.
- l. **Security Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and C.
- m. **Unsecured PHI** shall have the meaning given to such term under the HITECH Act and any guidance issued pursuant to such Act including, but not limited to, 42 U.S.C. Section 17932(h).

2. **Obligations of Business Associate**

- a. **Permitted Uses.** BA shall not use Protected Information except for the purpose of performing BA's obligations under the Contract and as permitted under the Contract and Addendum. Further, BA shall not use Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so used by CE. However, BA may use Protected Information (i) for the proper management and administration of BA, (ii) to carry out the legal responsibilities of BA, or (iii) for Data Aggregation purposes for the Health Care Operations of CE [45 C.F.R. Sections 164.504(e)(2)(i), 164.504(e)(2)(ii)(A) and 164.504(e)(4)(i)].
- b. **Permitted Disclosures.** BA shall not disclose Protected Information except for the purpose of performing BA's obligations under the Contract and as permitted under the Contract and Addendum. BA shall not disclose Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so disclosed by CE. However, BA may disclose Protected Information (i) for the proper management and administration of BA; (ii) to carry out the legal responsibilities of BA; (iii) as required by law; or (iv) for Data Aggregation purposes for the Health Care Operations of CE. If BA discloses

Protected Information to a third party, BA must obtain, prior to making any such disclosure, (i) reasonable *written* assurances from such third party that such Protected Information will be held confidential as provided pursuant to this Addendum and only disclosed as required by law or for the purposes for which it was disclosed to such third party, and (ii) a *written* agreement from such third party to immediately notify BA of any breaches of confidentiality of the Protected Information, to the extent it has obtained knowledge of such breach [42 U.S.C. Section 17932; 45 C.F.R. Sections 164.504(e)(2)(i), 164.504(e)(2)(i)(B), 164.504(e)(2)(ii)(A) and 164.504(e)(4)(ii)].

- c. **Prohibited Uses and Disclosures.** BA shall not use or disclose Protected Information for fundraising or marketing purposes. BA shall not disclose Protected Information to a health plan for payment or health care operations purposes if the patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which the PHI solely relates 42 U.S.C. Section 17935(a). BA shall not directly or indirectly receive remuneration in exchange for Protected Information, except with the prior written consent of CE and as permitted by the HITECH Act, 42 U.S.C. Section 17935(d)(2); however, this prohibition shall not affect payment by CE to BA for services provided pursuant to the Contract.
- d. **Appropriate Safeguards.** BA shall implement appropriate safeguards as are necessary to prevent the use or disclosure of Protected Information otherwise than as permitted by the Contract or Addendum, including, but not limited to, administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the Protected Information, in accordance with 45 C.F.R Section 164.308(b)]. BA shall comply with the policies and procedures and documentation requirements of the HIPAA Security Rule, including, but not limited to, 45 C.F.R. Section 164.316 [42 U.S.C. Section 17931]
- e. **Reporting of Improper Access, Use or Disclosure.** BA shall report to CE in writing of any access, use or disclosure of Protected Information not permitted by the Contract and Addendum, and any Breach of Unsecured PHI of which it becomes aware without unreasonable delay and in no case later than 10 calendar days after discovery [42 U.S.C. Section 17921; 45 C.F.R. Section 164.504(e)(2)(ii)(C); 45 C.F.R. Section 164.308(b)].
- f. **Business Associate's Agents.** BA shall ensure that any agents, including subcontractors, to whom it provides Protected Information, agree in writing to the same restrictions and conditions that apply to BA with respect to such PHI. If BA creates, maintains, receives or transmits electronic PHI on behalf of CE, then BA shall implement the safeguards required by paragraph c above with respect to Electronic PHI [45 C.F.R. Section 164.504(e)(2)(ii)(D); 45 C.F.R. Section 164.308(b)]. BA shall implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation (see 45 C.F.R. Sections 164.530(f) and 164.530(e)(1)).
- g. **Access to Protected Information.** BA shall make Protected Information maintained by BA or its agents or subcontractors available to CE for inspection

and copying within ten (10) days of a request by CE to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.524 [45 C.F.R. Section 164.504(e)(2)(ii)(E)]. If BA maintains an Electronic Health Record, BA shall provide such information in electronic format to enable CE to fulfill its obligations under the HITECH Act, including, but not limited to, 42 U.S.C. Section 17935(e).

- h.* **Amendment of PHI.** Within ten (10) days of receipt of a request from CE for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, BA or its agents or subcontractors shall make such Protected Information available to CE for amendment and incorporate any such amendment to enable CE to fulfill its obligation under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.526. If any individual requests an amendment of Protected Information directly from BA or its agents or subcontractors, BA must notify CE in writing within five (5) days of the request. Any approval or denial of amendment of Protected Information maintained by BA or its agents or subcontractors shall be the responsibility of CE [45 C.F.R. Section 164.504(e)(2)(ii)(F)].
- i.* **Accounting Rights.** Within ten (10) calendar days of notice by CE of a request for an accounting for disclosures of Protected Information or upon any disclosure of Protected Information for which CE is required to account to an individual, BA and its agents or subcontractors shall make available to CE the information required to provide an accounting of disclosures to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.528, and the HITECH Act, including but not limited to 42 U.S.C. Section 17935(c), as determined by CE. BA agrees to implement a process that allows for an accounting to be collected and maintained by BA and its agents or subcontractors for at least six (6) years prior to the request. However, accounting of disclosures from an Electronic Health Record for treatment, payment or health care operations purposes are required to be collected and maintained for only three (3) years prior to the request, and only to the extent that BA maintains an electronic health record and is subject to this requirement. At a minimum, the information collected and maintained shall include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed; and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure. In the event that the request for an accounting is delivered directly to BA or its agents or subcontractors, BA shall within five (5) calendar days of a request forward it to CE in writing. It shall be CE's responsibility to prepare and deliver any such accounting requested. BA shall not disclose any Protected Information except as set forth in Sections 2.b. of this Addendum [45 C.F.R. Sections 164.504(e)(2)(ii)(G) and 165.528]. The provisions of this subparagraph h shall survive the termination of this Agreement.
- j.* **Governmental Access to Records.** BA shall make its internal practices, books and records relating to the use and disclosure of Protected Information available to CE and to the Secretary of the U.S. Department of Health and Human Services (the "Secretary") for purposes of determining BA's compliance with the

Privacy Rule [45 C.F.R. Section 164.504(e)(2)(ii)(H)]. BA shall provide to CE a copy of any Protected Information that BA provides to the Secretary concurrently with providing such Protected Information to the Secretary.

- k.* **Minimum Necessary.** BA (and its agents or subcontractors) shall request, use and disclose only the minimum amount of Protected Information necessary to accomplish the purpose of the request, use or disclosure. [42 U.S.C. Section 17935(b); 45 C.F.R. Section 164.514(d)(3)] BA understands and agrees that the definition of “minimum necessary” is in flux and shall keep itself informed of guidance issued by the Secretary with respect to what constitutes “minimum necessary.”
- l.* **Data Ownership.** BA acknowledges that BA has no ownership rights with respect to the Protected Information.
- m.* **Business Associate’s Insurance.** BA shall maintain a sufficient amount of insurance to adequately address risks associated with BA’s use and disclosure of Protected Information under this Addendum.
- n.* **Notification of Breach.** During the term of the Contract, BA shall notify CE within twenty-four (24) hours of any suspected or actual breach of security, intrusion or unauthorized use or disclosure of PHI of which BA becomes aware and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations. BA shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.
- o.* **Breach Pattern or Practice by Covered Entity.** Pursuant to 42 U.S.C. Section 17934(b), if the BA knows of a pattern of activity or practice of the CE that constitutes a material breach or violation of the CE’s obligations under the Contract or Addendum or other arrangement, the BA must take reasonable steps to cure the breach or end the violation. If the steps are unsuccessful, the BA must terminate the Contract or other arrangement if feasible, or if termination is not feasible, report the problem to the Secretary of DHHS. BA shall provide written notice to CE of any pattern of activity or practice of the CE that BA believes constitutes a material breach or violation of the CE’s obligations under the Contract or Addendum or other arrangement within five (5) calendar days of discovery and shall meet with CE to discuss and attempt to resolve the problem as one of the reasonable steps to cure the breach or end the violation.
- p.* **Audits, Inspection and Enforcement.** Within ten (10) calendar days of a written request by CE, BA and its agents or subcontractors shall allow CE to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies and procedures relating to the use or disclosure of Protected Information pursuant to this Addendum for the purpose of determining whether BA has complied with this Addendum; provided, however, that (i) BA and CE shall mutually agree in advance upon the scope, timing and location of such an inspection, (ii) CE shall protect the confidentiality of all confidential and proprietary information of BA to which CE has access during the course of such inspection; and (iii) CE shall execute a nondisclosure agreement, upon terms

mutually agreed upon by the parties, if requested by BA. The fact that CE inspects, or fails to inspect, or has the right to inspect, BA's facilities, systems, books, records, agreements, policies and procedures does not relieve BA of its responsibility to comply with this Addendum, nor does CE's (i) failure to detect or (ii) detection, but failure to notify BA or require BA's remediation of any unsatisfactory practices, constitute acceptance of such practice or a waiver of CE's enforcement rights under the Contract or Addendum, BA shall notify CE within ten (10) calendar days of learning that BA has become the subject of an audit, compliance review, or complaint investigation by the Office for Civil Rights.

3. **Termination**

- a. **Material Breach.** A breach by BA of any provision of this Addendum, as determined by CE, shall constitute a material breach of the Contract and shall provide grounds for immediate termination of the Contract, any provision in the Contract to the contrary notwithstanding. [45 C.F.R. Section 164.504(e)(2)(iii)].
- b. **Judicial or Administrative Proceedings.** CE may terminate the Contract, effective immediately, if (i) BA is named as a defendant in a criminal proceeding for a violation of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws or (ii) a finding or stipulation that the BA has violated any standard or requirement of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding in which the party has been joined.
- c. **Effect of Termination.** Upon termination of the Contract for any reason, BA shall, at the option of CE, return or destroy all Protected Information that BA or its agents or subcontractors still maintain in any form, and shall retain no copies of such Protected Information. If return or destruction is not feasible, as determined by CE, BA shall continue to extend the protections of Section 2 of this Addendum to such information, and limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible [45 C.F.R. Section 164.504(e)(ii)(2)(I)]. If CE elects destruction of the PHI, BA shall certify in writing to CE that such PHI has been destroyed.

4. **Limitation of Liability**

Any limitations of liability as set forth in the contract shall not apply to damages related to a breach of the BA's privacy or security obligations under the Contract or Addendum.

5. **Disclaimer**

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

6. *Certification*

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

7. **Amendment**

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

8. **Assistance in Litigation or Administrative Proceedings**

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

9. **No Third-Party Beneficiaries**

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

10. **Effect on Contract**

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

11. Interpretation

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

12. Replaces and Supersedes Previous Business Associate Addendums or Agreements

This Business Associate Addendum replaces and supersedes any previous business associate addendums or agreements between the parties hereto.

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

APPENDIX F-1c
Appendix Term: 7/1/10 - 6/30/11
PAGE A

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

CMS # Invoice Number

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

HUH

Contract Purchase Order No:

Funding Source:

Grant Code / Detail:

Program Name: **Scattered Site Housing Program**

Project Code / Detail:

Invoice Period:

FINAL Invoice (check if Yes)

DELIVERABLES	TOTAL CONTRACTED		DELIVERED THIS PERIOD		DELIVERED TO DATE		% OF TOTAL		REMAINING DELIVERABLES	
	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC
Housing Subsidy Month	479	70							479	70

	UDC	UDC	UDC	UDC	UDC
Unduplicated Clients for Appendix		70			70

EXPENDITURES	BUDGET	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
Total Salaries (See Page B)	\$315,209				\$315,209.00
Fringe Benefits	\$88,259				\$88,259.00
Total Personnel Expenses	\$403,468				\$403,468.00
Operating Expenses:					
Occupancy-(e.g., Rental of Property, Utilities, Building Maintenance Supplies and Repairs)	\$1,490,124				\$1,490,124.00
Materials and Supplies-(e.g., Office, Postage, Printing and Repro., Program Supplies)	\$5,000				\$5,000.00
General Operating-(e.g., Insurance, Staff Training, Equipment Rental/Maintenance)	\$26,500				\$26,500.00
Staff Travel - (e.g., Local & Out of Town)	\$10,000				\$10,000.00
Consultant/Subcontractor	\$10,000				\$10,000.00
Other - (e.g., Client Food, Client Travel, Client Activities and Client Supplies)					
Total Operating Expenses	\$1,541,624				\$1,541,624.00
Capital Expenditures					
TOTAL DIRECT EXPENSES	\$1,945,092				\$1,945,092.00
Indirect Expenses	\$118,546				\$118,546.00
TOTAL EXPENSES	\$2,063,638				\$2,063,638.00
LESS: Initial Payment Recovery					
Other Adjustments (Enter as negative, if appropriate)					
REIMBURSEMENT					

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

Signature: _____

Date: _____

Title: _____

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

APPENDIX F-1c
Appendix Term: 7/1/10 - 6/30/11
PAGE B

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

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

Program Name: **Scattered Site Housing Program**

Invoice Number	HUJUL10
Contract Purchase Order No:	
Fund Source:	HCHSHOUSNACP
Grant Code / Detail:	N/A
Project Code / Detail:	PHCCBH/00
Invoice Period:	07/1/10 - 07/31/10
FINAL Invoice	<input type="checkbox"/> (check if Yes)

DETAIL PERSONNEL EXPENDITURES

PERSONNEL	FTE	BUDGETED SALARY	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
Program Director	0.70	\$80,500				\$80,500.00
Property Acquisitions Manager	1.00	\$66,625				\$66,625.00
Housing Coordinator	1.00	\$47,500				\$47,500.00
Housing Retention Specialist	2.50	\$95,000				\$95,000.00
Unit Mod/Maintenance Technician	0.40	\$25,584				\$25,584.00
TOTAL SALARIES	5.60	\$315,209				\$315,209.00

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

Certified By: _____
Title: _____

Date: _____

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

APPENDIX F-1d
Appendix Term: 7/1/10 - 6/30/11
PAGE A

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

CMS #

6579

Invoice Number

HUJUL10

Telephone: 415-618-0012

Fax: 415-618-0288

HUH

Contract Purchase Order No: _____

Funding Source: HCHSHHUSGGF

Grant Code / Detail: N/A

Project Code / Detail: N/A

Invoice Period: 07/1/10 - 07/31/10

FINAL Invoice (check if Yes)

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

	UDC	UDC	UDC	UDC	UDC
Unduplicated Clients for Appendix					

EXPENDITURES	BUDGET	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
Total Salaries (See Page B)	\$50,000				\$50,000.00
Fringe Benefits					
Total Personnel Expenses	\$50,000				\$50,000.00
Operating Expenses:					
Occupancy -(e.g., Rental of Property, Utilities, Building Maintenance Supplies and Repairs)	\$99,000				\$99,000.00
Materials and Supplies -(e.g., Office, Postage, Printing and Repro., Program Supplies)	\$2,000				\$2,000.00
General Operating -(e.g., Insurance, Staff Training, Equipment Rental/Maintenance)	\$5,000				\$5,000.00
Staff Travel - (e.g., Local & Out of Town)	\$2,000				\$2,000.00
Consultant/Subcontractor					
Other - (e.g., Client Food, Client Travel, Client Activities and Client Supplies)					
Total Operating Expenses	\$108,000				\$108,000.00
Capital Expenditures					
TOTAL DIRECT EXPENSES	\$158,000				\$158,000.00
Indirect Expenses					
TOTAL EXPENSES	\$158,000				\$158,000.00
LESS: Initial Payment Recovery					
Other Adjustments (Enter as negative, if appropriate)					
REIMBURSEMENT					

NOTES:

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

Signature: _____ Date: _____

Title: _____

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

APPENDIX F-1d
Appendix Term: 7/1/10 - 6/30/11
PAGE B

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

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

Program Name: Scattered Site Housing Program

Invoice Number	HUJUL10
Contract Purchase Order No:	
Fund Source:	HCHSHHOUSGGF
Grant Code / Detail:	N/A
Project Code / Detail:	N/A
Invoice Period:	07/1/10 - 07/31/10
FINAL Invoice:	<input type="checkbox"/> (check if Yes)

DETAIL PERSONNEL EXPENDITURES

PERSONNEL	FTE	BUDGETED SALARY	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
Senior Research Associate Consult	0.80	\$25,000				\$25,000.00
Research Associate PT	0.50	\$25,000				\$25,000.00
TOTAL SALARIES	1.30	\$50,000				\$50,000.00

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

Certified By: _____
Title: _____

Date: _____

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

APPENDIX F-1e
Appendix Term: 7/1/11 - 6/30/12
PAGE A

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

CMS #
6579

Invoice Number
HUJUL11

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



Contract Purchase Order No: _____

Funding Source: HCHSHOUSNACP

Grant Code / Detail: N/A

Project Code / Detail: PHCCBH/00

Invoice Period: 07/1/11 - 07/31/11

FINAL Invoice (check if Yes)

DELIVERABLES	TOTAL CONTRACTED		DELIVERED THIS PERIOD		DELIVERED TO DATE		% OF TOTAL		REMAINING DELIVERABLES	
	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC
Housing Subsidy Month	479	70							479	70
Unduplicated Clients for Appendix		70								70

EXPENDITURES	BUDGET	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
Total Salaries (See Page B)	\$384,750				\$384,750.00
Fringe Benefits	\$107,730				\$107,730.00
Total Personnel Expenses	\$492,480				\$492,480.00
Operating Expenses:					
Occupancy -(e.g., Rental of Property, Utilities, Building Maintenance Supplies and Repairs)	\$2,310,214				\$2,310,214.00
Materials and Supplies -(e.g., Office, Postage, Printing and Repro., Program Supplies)	\$10,000				\$10,000.00
General Operating -(e.g., Insurance, Staff Training, Equipment Rental/Maintenance)	\$35,000				\$35,000.00
Staff Travel - (e.g., Local & Out of Town)	\$15,000				\$15,000.00
Consultant/Subcontractor	\$15,000				\$15,000.00
Other - (e.g., Client Food, Client Travel, Client Activities and Client Supplies)					
Total Operating Expenses	\$2,385,214				\$2,385,214.00
Capital Expenditures					
TOTAL DIRECT EXPENSES	\$2,877,694				\$2,877,694.00
Indirect Expenses	\$127,173				\$127,173.00
TOTAL EXPENSES	\$3,004,867				\$3,004,867.00
LESS: Initial Payment Recovery					
Other Adjustments (Enter as negative, if appropriate)					
REIMBURSEMENT					

NOTES:

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

Signature: _____ Date: _____

Title: _____

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

APPENDIX F-1e
Appendix Term: 7/1/11 - 6/30/12
PAGE B

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

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

Program Name: Scattered Site Housing Program

Invoice Number:

Contract Purchase Order No.:

Fund Source:

Grant Code / Detail:

Project Code / Detail:

Invoice Period:

FINAL Invoice: (check if Yes)

DETAIL PERSONNEL EXPENDITURES

PERSONNEL	FTE	BUDGETED SALARY	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
Program Director	0.75	\$93,750				\$93,750.00
Property Acquisitions Manager	1.00	\$70,000				\$70,000.00
Housing Coordinator	1.00	\$55,000				\$55,000.00
Housing Retention Specialist	3.00	\$126,000				\$126,000.00
Unit Mod/Maintenance Technician	0.50	\$40,000				\$40,000.00
TOTAL SALARIES	6.25	\$384,750				\$384,750.00

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

Certified By: _____
Title: _____

Date: _____

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

APPENDIX F-1f
Appendix Term: 7/1/11 - 6/30/12
PAGE A

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

CMS #
6579

Invoice Number
HUJUL11

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



Contract Purchase Order No: _____

Funding Source: HCHSHHOUSGGF

Grant Code / Detail: N/A

Project Code / Detail: N/A

Invoice Period: 07/1/11 - 07/31/11

FINAL INVOICE (check if Yes)

DELIVERABLES	TOTAL CONTRACTED		DELIVERED THIS PERIOD		DELIVERED TO DATE		% OF TOTAL		REMAINING DELIVERABLES	
	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC
Unduplicated Clients for Appendix										

EXPENDITURES	BUDGET	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
Total Salaries (See Page B)	\$50,000				\$50,000.00
Fringe Benefits					
Total Personnel Expenses	\$50,000				\$50,000.00
Operating Expenses:					
Occupancy - (e.g., Rental of Property, Utilities, Building Maintenance Supplies and Repairs)	\$99,000				\$99,000.00
Materials and Supplies - (e.g., Office, Postage, Printing and Repro., Program Supplies)	\$2,000				\$2,000.00
General Operating - (e.g., Insurance, Staff Training, Equipment Rental/Maintenance)	\$5,000				\$5,000.00
Staff Travel - (e.g., Local & Out of Town)	\$2,000				\$2,000.00
Consultant/Subcontractor					
Other - (e.g., Client Food, Client Travel, Client Activities and Client Supplies)					
Total Operating Expenses	\$108,000				\$108,000.00
Capital Expenditures					
TOTAL DIRECT EXPENSES	\$158,000				\$158,000.00
Indirect Expenses					
TOTAL EXPENSES	\$158,000				\$158,000.00
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: _____
Title: _____

Date: _____

Send to: SFDPH Fiscal / Invoice Processing
1380 Howard Street, 4th Floor
San Francisco, CA 94103
Attn: Contract Payments

By: _____
(DPH Authorized Signatory)

Date: _____

DEPARTMENT OF PUBLIC HEALTH CONTRACTOR
MONTHLY DELIVERABLES AND COST REIMBURSEMENT INVOICE

APPENDIX F-1f
Appendix Term: 7/1/11 - 6/30/12
PAGE B

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

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

Program Name: Scattered Site Housing Program

Invoice Number:
 Contract Purchase Order No:
 Fund Source:
 Grant Code / Detail:
 Project Code / Detail:
 Invoice Period:
 FINAL Invoice: (check if Yes)

DETAIL PERSONNEL EXPENDITURES

PERSONNEL	FTE	BUDGETED SALARY	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
Senior Research Associate Consult	0.80	\$25,000				\$25,000.00
Research Associate PT	0.50	\$25,000				\$25,000.00
TOTAL SALARIES	1.30	\$50,000				\$50,000.00

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

Certified By: _____
 Title: _____

Date: _____

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 or concerns about this Dispute Resolution Procedure should be addressed to purchasing@sfgov.org.

Dispute Resolution Procedure

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

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

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

- Step 1 The contractor will submit a written statement of the concern or dispute addressed to the Contract/Program Manager who oversees the agreement in question. The writing should describe the nature of the concern or dispute, i.e., program, reporting, monitoring, budget, compliance or other concern. The Contract/Program Manager will investigate the concern with the appropriate department staff that are involved with the nonprofit agency's program, and will either convene a meeting with the contractor or provide a written response to the contractor within 10 working days.
- Step 2 Should the dispute or concern remain unresolved after the completion of Step 1, the contractor may request review by the Division or Department Head who supervises the Contract/Program Manager. This request shall be in writing and should describe why the concern is still unresolved and propose a solution that is satisfactory to the contractor. The Division or Department Head will consult with other Department and City staff as appropriate, and will provide a written determination of the resolution to the dispute or concern within 10 working days.
- Step 3 Should Steps 1 and 2 above not result in a determination of mutual agreement, the contractor may forward the dispute to the Executive Director of the Department or their designee. This dispute shall be in writing and describe both the nature of the dispute or concern and why the steps taken to date are not satisfactory to the contractor. The Department will respond in writing within 10 working days.

Appendix G

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

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

Appendix H

INSURANCE CERTIFICATES



CERTIFICATE OF LIABILITY INSURANCE

OP ID: ZS

DATE (MM/DD/YYYY)

08/22/11

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

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

PRODUCER (SF) Heffernan Insurance Brkrs 120 Howard Street, Suite 550 San Francisco, CA 94105 Jeffrey Hamlin	415-778-0300 415-778-0301	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: WESTBA2	FAX (A/C, No):
INSURED West Bay Housing Corporation Renee Escalante 1390 Market Street #405 San Francisco, CA 94102	INSURER(S) AFFORDING COVERAGE INSURER A: SPARTA Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:		NAIC #

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:


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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC			NOT APPLICABLE			EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$	
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$	
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE \$ RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ AGGREGATE \$ \$ \$	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	006WK0108100	01/03/11	01/03/12	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
				NOT APPLICABLE				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Re: Evidence of Insurance.

CERTIFICATE HOLDER**CANCELLATION**

SFDEPT1 SF Dept of Public Health Office of Contracts Management and Compliance 101 Grove Street San Francisco, CA 94102	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/28/2011

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

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

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

COVERAGES **CERTIFICATE NUMBER:** 11-12 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X		PHPK753314	8/1/2011	8/1/2012	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000						
							MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
A	<input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			PHPK753314	8/1/2011	8/1/2012	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	BODILY INJURY (Per person) \$						
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							Medical payments \$ 5,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			PHUB354359	8/1/2011	8/1/2012	EACH OCCURRENCE \$ 2,000,000
	AGGREGATE \$						
							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
A	D&O Liability			PHSD642465	8/1/2011	8/1/2012	\$1,000,000

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**GENERAL LIABILITY DELUXE ENDORSEMENT:
 HUMAN SERVICES**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE

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

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

A. Damage to Premises Rented to You

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

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

B. Extended "Property Damage"

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

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

C. Non-Owned Watercraft

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

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

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

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

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

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

provided that:

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

E. Athletic Activities

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

e. **Athletic Activities**

To a person injured while taking part in athletics.

F. Supplementary Payments

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

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

G. Employee Indemnification Defense Coverage

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

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

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

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

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

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

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

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

This insurance does not apply to:

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

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

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

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

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

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

I. Limited Rental Lease Agreement Contractual Liability

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

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

J. Damage to Property You Own, Rent or Occupy

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

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

K. Transfer of Rights of Recovery Against Others To Us

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

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

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

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

M. Unintentional Failure To Disclose Hazards

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

N. Liberalization

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

O. Bodily Injury - Mental Anguish

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

“Bodily Injury”:

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

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

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

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

- b. Malicious prosecution or abuse of process;

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

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

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

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

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

Q. Key and Lock Replacement – Janitorial Services Client Coverage

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