File No. 120409 Committee Item No. 8
Board Item No. _____

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee: Budget and Finance Sub-Committee **Date** May 16, 2012

Board of Supervisors Meeting **Date** _____

Cmte	Board	
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☐	☐	**Ordinance**
☐	☐	**Legislative Digest**
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OTHER **(Use back side if additional space is needed)**

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Completed by: Victor Young **Date** May 11, 2012
Completed by: Victor Young **Date** _____

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

[Contract Amendment - Apollo Health Street, Inc. - $3,675,000]

Resolution approving an amendment to the contract with Apollo Health Street, Inc., for retroactive claiming of aged accounts services by $3,675,000 for an additional four years.

WHEREAS, The Department of Public Health selected Apollo Health Street, Inc. through a Request for Proposals (RFP 30-2007) issued on March 17, 2008, which provided for an initial contract term of four years with options to renew to a maximum term of eight years; and

WHEREAS, The contract includes anticipated revenue to the City and County of one million dollars or more through the provision of retroactive claiming of aged accounts under Medicare, Medi-Cal, and associated managed care plans, self-pay, commercial and third party insurance; and

WHEREAS, The original contract was approved by the Board of Supervisors as required by the San Francisco Charter Sect. 9.118, in the amount of $1,175,000 for the 4 year term of July 1, 2008, through June 30, 2012, through Resolution Number 427-08, on file with the Clerk of the Board of Supervisors in File No. 081141 which is hereby declared to be a part of this resolution as if set forth fully herein; and

WHEREAS, The Department of Public Health wishes to amend the contract to extend the contract term by four years and to increase the total contract amount by $2,450,000; now, therefore, be it

RESOLVED, That the Board of Supervisors authorizes the Director of Public Health and the Office of Contract Administration, on behalf of the City and County of San Francisco, to amend the contract with Apollo Health Street, Inc. to increase the contract from $1,175,000

for the period of July 1, 2008, through June 30, 2012, to $3,675,000 for the period of July 1, 2008, through June 30, 2016.

APPROVED:

Barbara A. Garcia

Director of Health

APPROVED:

Mark Morewitz

Secretary, Health Commission

Items 8 and 9 Files 12-0409 and 12-0411	Department: Public Health

EXECUTIVE SUMMARY

Legislative Objective

- File 12-0409 would approve the second amendment to the existing agreement between the Department of Public Health (DPH) and Apollo Health Street, Inc. (Apollo) to (1) extend the agreement by four years, from July 1, 2012 through June 30, 2016, and (2) increase the not-to-exceed amount by $1,450,000, from $2,225,000 to $3,675,000.
- File 12-0411 would approve the second amendment to the existing agreement between DPH and Triage Consulting Group (Triage) to (1) extend the agreement by four years from July 1, 2012 through June 30, 2016, and (2) increase the not-to-exceed amount by $478,761, from $1,345,000 to $1,823,761.

Key Points

- DPH issued a Request for Proposals (RFP) in 2008 to select vendors to collect patient accounts that DPH was unable to collect. DPH selected Accordis, Inc. to collect aged patient accounts and Triage to retroactively collect on closed patient accounts that were underpaid. The Board of Supervisors previously approved the original agreements between DPH and Accordis, Inc. (File 08-1141) and between DPH and Triage (File 08-1142). Subsequently, the agreement between DPH and Accordis, Inc. was assigned to Apollo.

Fiscal Impacts

- According to Ms. Diana Guevara, Community Health Network (CHN) Patient Financial Services Director, DPH is proposing increases in the not-to-exceed amounts of the agreements between DPH and Apollo and between DPH and Triage, as noted above, to allow for sufficient authorization to pay fees to Apollo and to Triage from July 1, 2012 through June 30, 2016.
- Apollo is paid up to 25% of revenue collected from aged DPH patient accounts, depending on the type of account. From FY 2008-09 through FY 2010-11, Apollo has collected $8,721,955 in aged patient accounts, of which $1,074,876, or 12.3%, were fees paid to Apollo, and $7,647,079, or 87.7%, were net revenue to DPH.
- Triage is paid 25% of revenue collected from retroactively claiming closed DPH patient accounts that have been underpaid. From FY 2008-09 through FY 2010-11, Triage collected $963,958 in closed patient accounts that were underpaid, of which $240,990, or 25%, were fees paid to Triage, and $722,968, or 75%, were net revenues to DPH. According to Ms. Guevara, revenue from underpaid closed accounts collected by Triage has decreased from FY 2008-09 through FY 2010-11 because (1) San Francisco General Hospital has terminated all third party payer contracts except for MediCal and Medicare; and (2) San Francisco General Hospital has closed its Occupational Health Clinic, thus terminating Workers Compensation accounts which were previously a large source of underpaid closed accounts. According to Ms. Guevara, DPH has implemented billing and collection procedures, based on recommendations made by Triage, which have also reduced the number of closed accounts that are underpaid.

Recommendation

- Approve the proposed resolutions.

MANDATE STATEMENT / BACKGROUND

Mandate Statement

In accordance with City Charter Section 9.118, any agreement having anticipated revenue to the City of $1 million or more, or the modification of such an agreement, is subject to approval by the Board of Supervisors.

Background

Apollo Health Street, Inc. (File 12-0409)

The Board of Supervisors previously approved an agreement between the Department of Public Health (DPH) and Accordis, Inc. (Accordis) for four years, from July 1, 2008 through June 30, 2012 (File 08-1141). Accordis was selected, based on a competitive Request for Proposals (RFP), to pursue aged patient accounts from third party payers.

In February 2011, DPH agreed to the assignment of the existing agreement with Accordis to Apollo Health Street, Inc. (Apollo). Under the existing agreement, Apollo identifies DPH aged patient accounts; determines patient eligibility for MediCal, Medicare, or other third party coverage; and pursues billing and collection from third party payers.

Triage Consulting Group (File 12-0411)

The Board of Supervisors approved the existing agreement between DPH and the Triage Consulting Group (Triage) for four years, from July 1, 2008 through June 30, 2012 (File 08-1142). Triage was selected, based on a competitive RFP, to provide retroactive claiming of closed paid patient accounts. Triage pursues collections with third party payers, such as MediCal and Medicare, for closed patient accounts that have been underpaid.

DETAILS OF PROPOSED LEGISLATION

File 12-0409 is a resolution approving the second amendment to the existing agreement between DPH and Apollo, which increases the term of the agreement by four years, and increases the not-to-exceed amount of the agreement by $1,450,000, from $2,225,000 to $3,675,000, as shown in Table 1 below.

Table 1
Proposed Second Amendment to Agreement between DPH and Apollo For Collection of Aged Accounts

	Original	First Amendment	Proposed Second Amendment	Increase from First Amendment to Proposed Second Amendment
Term	July 1, 2008 to June 30, 2012 Four years	No change	July 1, 2012 to June 30, 2016 Extends term by four years for a total term of eight years	Four years
Not to Exceed Amount for Collection of Aged Accounts	$1,175,000	$2,175,000	$3,625,000	$1,450,000
Not to Exceed Amount for Other Professional Services	50,000	50,000	50,000	0
Total Not to Exceed Amount	$1,225,000	$2,225,000	$3,675,000	$1,450,000

File 12-0411 is a resolution approving the second amendment to the existing agreement between DPH and Triage, which increases the term by four years, and increases the not-to-exceed amount of the agreement by $478,761, from $1,345,000 to $1,823,716, as shown in Table 2 below.

Table 2
Proposed Second Amendment to Agreement between DPH and Triage For Collection of Underpaid Closed Accounts

	Original	First Amendment	Proposed Second Amendment	Increase from First Amendment to Proposed Second Amendment
Term	July 1, 2008 to June 30, 2012 Four years	No change	July 1, 2012 to June 30, 2016 Extends term by four years for a total term of eight years	Four years
Total Not to Exceed Amount	N/a	$1,345,000	$1,823,761	$478,761

FISCAL IMPACT

According to Ms. Diana Guevara, Community Health Network (CHN) Patient Financial Services Director, DPH is proposing:

(1) An increase in the not-to-exceed amount in the agreement between DPH and Apollo of $1,450,000, from the existing not-to-exceed amount of $2,225,000 under the first amendment to a proposed not-to-exceed amount of $3,675,000 (see Table 1 above) to allow for sufficient authorization to pay Apollo's fees from July 1, 2012 through June 30, 2016; and

(2) An increase in the not-to-exceed amount in the agreement between DPH and Triage of $478,761, from the existing not-to-exceed amount of $1,345,000 under the first amendment to a proposed not-to-exceed amount of $1,823,761 (see Table 2 above) to allow for sufficient authorization to pay Triage's fees from July 1, 2012 through June 30, 2016.

Apollo's fees are based on the revenue that they collect from aged DPH patient accounts. Apollo is paid up to 25% of revenue collected, depending on the type of account[1]. As shown in Table 3 below, Apollo collected $8,721,955 in revenues from FY 2008-09 through FY 2010-11. Fees paid to Apollo were $1,074,876 and net revenues to DPH were $7,647,079 ($8,721,955 less $1,074,876).

Table 3
Collection of Aged Accounts by Apollo
FY 2008-09 through FY 2010-11

Fiscal Year	Revenue Collected	Fees Paid to Apollo	Net Revenues to DPH
FY 2008-09	$2,846,563	$313,935	$2,532,627
FY 2009-10	2,962,817	386,426	2,576,392
FY 2010-11	2,912,575	374,515	2,538,059
Total	**$8,721,955**	**$1,074,876**	**$7,647,079**

Source: DPH

Under the existing agreement, Triage is paid 25% of all revenue collected by Triage from third party payers for DPH closed accounts. As shown in Table 4 below, Triage collected $963,958 in revenues from FY 2008-09 through FY 2010-11. Fees paid to Triage were $240,990 and net revenues to DPH were $722,968 ($963,957 less $240,990).

[1]Und er the existing agreement, Apollo is paid from 15% to 25% of collected revenues depending on the type of account. The total fee may be less than 15% of collected revenues if Apollo collects more than the baseline amount for self-pay patient accounts.

Table 4
Collection of Underpaid Closed Accounts by Triage
FY 2008-09 through FY 2010-11

Fiscal Year	Revenue Collected	25% Fees to Triage	Net Revenues to DPH
FY 2008-09	$671,557	$167,889	$503,667
FY 2009-10	212,401	53,100	159,301
FY 2010-11	80,000	20,000	60,000
Total	**$963,958**	**$240,990**	**$722,968**

Source: DPH

As shown in Table 4 above, total revenue collected by Triage for underpaid closed accounts from FY 2008-09 through FY 2010-11 decreased. According to Ms. Guevara, revenue from underpaid closed accounts collected by Triage has decreased in part because (1) San Francisco General Hospital has terminated all third party payer contracts except for MediCal and Medicare; and (2) San Francisco General Hospital has closed its Occupational Health Clinic, thus terminating Workers Compensation accounts which were previously a large source of underpaid closed accounts. According to Ms. Guevara, DPH has implemented billing and collection procedures, based on recommendations made by Triage, which have also reduced the number of closed accounts that are underpaid.

RECOMMENDATION

- Approve the proposed resolutions.

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

First Amendment

THIS AMENDMENT (this "Amendment") is made as of November 29, 2011, in San Francisco, California, by and between Apollo Health Street ("Contractor"), and the City and County of San Francisco, a municipal corporation ("City"), acting by and through its Director of the Office of Contract Administration.

RECITALS

WHEREAS, City and Contractor have entered into the Agreement (as defined below): and WHEREAS, City and Contractor desire to modify the Agreement on the terms and conditions set forth herein to increase contract amount ;

WHEREAS, approval for this Amendment was obtained when the Civil Service Commission approved Contract number 4116-07/08 on March 17, 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 July 1, 2008 from RFP 30-2007 Contract Number BPHG11000113 between Contractor and City, as amended by this First Amendment.

First Amendment: This amendment.

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:

2b. Section 5 of the Agreement currently reads as follows:

5. ***COMPENSATION –***

a. The fee payable to Contractor for the Claiming of Aged Accounts Services (Appendix A-1) shall be a contingent fee of revenues generated in accordance with the schedule in Appendix B-1, attached hereto and incorporated by reference as though fully set forth herein. In no event shall contingent fee payments for such services exceed One Million One Hundred Seventy Five Thousand ($1,175,000).

b. Compensation for Professional Services (Appendix A-2) shall be made in monthly payments on or before the 30th day of each month for work, as set for the 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 30th day of the immediately preceding month. In no event shall the payments for such professional services under this Agreement exceed Fifty Thousand Dollars ($50,000). The breakdown of cost associated

with this Agreement appears in Appendix B-2, "Calculation of Charges," attached hereto and incorporated by reference as though fully set for the herein.

In no event shall the total payments for services under this Agreement exceed One Million Two Hundred Twenty Five ($1,225,000)

No charges shall be incurred under this Agreement nor shall any payments become due to contractor and approved by the Department of Public Health as being in accordance with this Agreement. City may withhold payment to Contractor in any instance in which Contractor has failed or refused to satisfy any material obligation provided for under this Agreement.

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

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

5. *COMPENSATION –*

a. The fee payable to Contractor for the Claiming of Aged Accounts Services (Appendix A-1) shall be a contingent fee of revenues generated in accordance with the schedule in Appendix B-1, attached hereto and incorporated by reference as though fully set forth herein. In no event shall contingent fee payments for such services exceed Two Million One Hundred Seventy Five Thousand Dollars ($2, 175,000).

b. Compensation for Professional Services (Appendix A-2) shall be made in monthly payments on or before the 30th day of each month for work, as set for the 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 30th day of the immediately preceding month. In no event shall the payments for such professional services under this Agreement exceed Fifty Thousand Dollars ($50,000). The breakdown of cost associated with this Agreement appears in Appendix B-2, "Calculation of Charges," attached hereto and incorporated by reference as though fully set for the herein.

In no event shall the total payments for services under this Agreement exceed Two Million Two Hundred Twenty Five Thousand Dollars ($2,225,000).

No charges shall be incurred under this Agreement nor shall any payments become due to contractor and approved by the 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.

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

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

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

CITY

Recommended by:

Barbara Garcia, MPA
Director of Health

CONTRACTOR

Apollo Health Street Inc.

Arnab Sen
Chief Financial Officer
2 Brighton Road, Suite 300
Clifton, NJ 07012

City vendor number: 82271

Approved as to Form:

Dennis J. Herrera
City Attorney

By: 1/4/12
Deputy City Attorney

Approved:

for **Naomi Kelly**
Director of the Office of Contract Administration,
and Purchaser

RECEIVED
PURCHASING DEPARTMENT

12 FEB -3 PM 2:14

Appendix B

Calculation of Charges

THIS PAGE OF APPENDIX B IS LEFT BLANK AND IS NOT BEING USED

IN ORDER TO HAVE APPENDIX A-1 CLAIMING OF AGED ACCOUNTS CORRESPOND TO APPENDIX B-1 THE CALCULATION OF CHARGES RELATING TO APPENDIX A-1

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/25/2011

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
Commercial Lines – (404) 923-3700
Wells Fargo Insurance Services USA, Inc.
3475 Piedmont Road NE, Suite 800
Atlanta, GA 30305-2886

CONTACT NAME:
PHONE (A/C, No, Ext): FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	Zurich American Insurance Co	16535
INSURER B :	American Zurich Insurance Company	40142
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

INSURED
Apollo Healthstreet Inc.
2 Brighton Road
Suite 300
Clifton, NJ 07012-1663

COVERAGES CERTIFICATE NUMBER: 2776658 REVISION NUMBER: See below

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 X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC			CPO926528001	05/15/11	05/15/12	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							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
								$
B	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			BAP9264673-01	5/3/2011	5/15/2012	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
B	UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $ 0			UMB926532500	5/15/2011	5/15/2012	EACH OCCURRENCE	$ 10,000,000
							AGGREGATE	$ 10,000,000
								$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC926528101	5/15/2011	5/15/2012	X WC STATU-TORY LIMITS OTH-ER	
							E.L. EACH ACCIDENT	$ 500,000
							E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000

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

For Informational Purposes Only

CERTIFICATE HOLDER

Apolloo Health Street, Inc.
2 Brighton Road Sutie 300
Clifton, NJ 07012-1663

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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[This certificate replaces certificate# 2776654 issued on 5/24/2011]

WORKERS COMP 'SATION AND EMPLOYERS LIABILITY
INSU NCE POLICY – INFORMATION PAGE

Insurance for this coverage part provided by:
AMERICAN ZURICH INSURANCE COMPANY

Servicing Office:
SOUTHEAST - ORLANDO
1900 SUMMIT TOWER BLVD.
SUITE 600
ORLANDO, FL 32810

1. Policy Number WC 9265281-01
Renewal of Number WC 9265281-00

Named Insured and Mailing Address
APOLLO HEALTH STREET, INC.
2 BRIGHTON RD
SUITE 300
CLIFTON NJ 07012-1663

Producer and Mailing Address
WELLS FARGO INSURANCE SERVICES
3475 PIEDMONT RD NE STE 800
ATLANTA GA 30305-2886

Producer Code 09168-000

Other workplaces not shown above: See Schedule of Locations
FEIN: 58-2162404
NCCI Company No. 17965 ☐ New ☒ Renewal ☐ Rewrite of Prior Policy No. WC 9265281-00

This information page, with policy provisions and endorsements, if any, completes this policy.

Insured is: CORPORATION

2. Policy Period: From: 05-15-2011 to 05-15-2012 at 12:01 A. M. Standard Time at insured's mailing address.

Insured's Identification number(s): See Schedule Locations

3. A. Workers Compensation Insurance: Part One of the policy applies to the Workers' Compensation Law of the states listed here:
ARIZONA, CALIFORNIA, COLORADO, CONNECTICUT, FLORIDA, GEORGIA, IOWA, ILLINOIS, INDIANA, LOUISIANA, MASSACHUSETTS, MARYLAND, MAINE, MICHIGAN, MINNESOTA, NORTH CAROLINA, NEW JERSEY, NEVADA, NEW YORK, PENNSYLVANIA, TENNESSEE, TEXAS, VIRGINIA, WISCONSIN

B. Employers Liability Insurance: Part Two of the policy applies to work in each state listed in Item 3.A.

The limits of liability under Part Two are:

Bodily Injury by Accident:	500,000	each accident
Bodily Injury by Disease:	500,000	policy limit
Bodily Injury by Disease:	500,000	each employee

C. Other States Insurance: Part Three of the policy applies to the states, if any, listed here:
ALL STATES EXCEPT ND, OH, WA, WY AND THOSE STATES LISTED IN 3 A.

D. This Policy includes these Endorsements and Schedules:
See Schedule of Forms and Endorsements.

4. The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required on the following Classification Schedule is subject to verification and change by audit.
See Classification Schedule

TOTAL ESTIMATED STANDARD PREMIUM	$	109,642.00
PREMIUM DISCOUNT	$	-9,386.00
EXPENSE CONSTANT	$	260.00
PREMIUM FOR ENDORSEMENT	$	
TAXES AND SURCHARGES	$	6,212.00
TOTAL ESTIMATED ANNUAL PREMIUM	$	120,364.00
MINIMUM PREMIUM	$	550.00
DEPOSIT PREMIUM	$	120,364.00

If indicated below, adjustment of premium shall be made:

☒ Annually ☐ Monthly
☐ Semi-Annually ☐ This is a Three Year Fixed Rate Policy
☐ Quarterly

Agent or Producer

Countersigned by Resident Licensed Agent

Date

WC 00 00 01 A

U WC-D-314-A (07-94)
Page 1 of 1

Insured Copy

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective: 5/15/11	Countersigned By:
Named Insured: APOLLO HEALTH STREET, INC.	(Authorized Representative)

SCHEDULE

Name of Person(s) or Organization(s): CITY & COUNTY OF SAN FRANCISCO DPH, CSAS AND THEIR OFFICERS, AGENTS AND EMPLOYEES ATTN: CHARLES CALABRIS, 1380 HOWARD ST, 4th FLOOR, SAN FRANCISCO, CA 94103

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

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in **Section II** of the Coverage Form.

Copyright, Hawaii Insurance Bureau, Inc., 1999
Includes copyrighted material of the
Insurance Services Office, Inc., with its permission
Copyright, Insurance Services Office, Inc., 1999

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
CITY & COUNTY OF SAN FRANCISCO DPH, CSAS AND THEIR OFFICERS, AGENTS AND EMPLOYEES ATTN: CHARLES CALABRIS 1380 HOWARD ST, 4th FLOOR SAN FRANCISCO, CA 94103
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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

A. In the performance of your ongoing operations; or

B. In connection with your premises owned by or rented to you.

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

Second Amendment

THIS AMENDMENT (this "Amendment") is made as of February 2, 2012, in San Francisco, California, by and between Apollo Health Street ("Contractor"), and the City and County of San Francisco, a municipal corporation ("City"), acting by and through its Director of the Office of Contract Administration.

RECITALS

WHEREAS, City and Contractor have entered into the Agreement (as defined below); and
WHEREAS, City and Contractor desire to modify the Agreement on the terms and conditions set forth herein to increase contract amount and extend the contract term;

WHEREAS, approval for this Amendment was obtained when the Civil Service Commission approved Contract number 4116-07/08 on October 31, 2011;

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

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

a. **Agreement.** The term "Agreement" shall mean the Agreement dated July 1, 2008 from RFP 30-2007 Contract Number BPHG11000113 between Contractor and City, as amended by this First Amendment.

First Amendment: This amendment.

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:

2a. Section 2 of the Agreement currently reads as follows:

2. *TERM OF THE AGREEMENT*

Subject to Section 1, the term of this Agreement shall be from July 1, 2008 to June 30, 2012.

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 July 1, 2008 to June 30, 2016.

2b. Section 5 of the Agreement currently reads as follows:

5. *COMPENSATION –*

a. The fee payable to Contractor for the Claiming of Aged Accounts Services (Appendix A-1) shall be a contingent fee of revenues generated in accordance with the schedule in Appendix B-1, attached hereto and incorporated by reference as though fully set forth herein. In no event shall contingent fee payments for such services exceed Two Million One Hundred Seventy Five Thousand Dollars ($2,175,000).

b. Compensation for Professional Services (Appendix A-2) shall be made in monthly payments on or before the 30th day of each month for work, as set for the 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 30th day of the immediately preceding month. In no event shall the payments for such professional services under this Agreement exceed Fifty Thousand Dollars ($50,000). The breakdown of cost associated with this Agreement appears in Appendix B-2, "Calculation of Charges," attached hereto and incorporated by reference as though fully set for the herein.

In no event shall the total payments for services under this Agreement exceed Two Million Two Hundred Twenty Five Thousand Dollars ($2,225,000).

No charges shall be incurred under this Agreement nor shall any payments become due to contractor and approved by the Department of Public Health as being in accordance with this Agreement. City may withhold payment to Contractor in any instance in which Contractor has failed or refused to satisfy any material obligation provided for under this Agreement.

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

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

5. *COMPENSATION –*

a. The fee payable to Contractor for the Claiming of Aged Accounts Services (Appendix A-1) shall be a contingent fee of revenues generated in accordance with the schedule in Appendix B-1, attached hereto and incorporated by reference as though fully set forth herein. In no event shall contingent fee payments for such services exceed Three Million Six Hundred Twenty Five Thousand Dollars ($3,625,000).

b. Compensation for Professional Services (Appendix A-2) shall be made in monthly payments on or before the 30th day of each month for work, as set for the 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 30th day of the immediately preceding month. In no event shall the payments for such professional services under this Agreement exceed Fifty Thousand Dollars ($50,000). The breakdown of cost associated with this Agreement appears in Appendix B-2, "Calculation of Charges," attached hereto and incorporated by reference as though fully set for the herein.

In no event shall the total payments for services under this Agreement exceed Three Million Six Hundred Seventy Five Thousand Five ($3,675,000).

No charges shall be incurred under this Agreement nor shall any payments become due to contractor and approved by the 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.

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

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

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

CITY

Recommended by:

Barbara Garcia, MPA
Director of Health

Approved as to Form:

Dennis J. Herrera
City Attorney

By: **Kathy Murphy**
Deputy City Attorney

Approved:

Naomi Kelly
Director of the Office of Contract Administration, and Purchaser

CONTRACTOR

Apollo Health Street Inc.

Arnab Sen
Chief Financial Officer
2 Brighton Road, Suite 300
Clifton, NJ 07012

City vendor number: 82271

Appendix B

Calculation of Charges

THIS PAGE OF APPENDIX B IS LEFT BLANK AND IS NOT BEING USED

IN ORDER TO HAVE APPENDIX A-1 CLAIMING OF AGED ACCOUNTS CORRESPOND TO APPENDIX B-1 THE CALCULATION OF CHARGES RELATING TO APPENDIX A-1

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/25/2011

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
Commercial Lines – (404) 923-3700
Wells Fargo Insurance Services USA, Inc.
3475 Piedmont Road NE, Suite 800
Atlanta, GA 30305-2886

CONTACT NAME:
PHONE (A/C, No, Ext): FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Zurich American Insurance Co	16535
INSURER B:	American Zurich Insurance Company	40142
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
Apollo Healthstreet Inc.
2 Brighton Road
Suite 300
Clifton, NJ 07012-1663

COVERAGES CERTIFICATE NUMBER: 2776658 REVISION NUMBER: See below

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 X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC			CPO926528001	05/15/11	05/15/12	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							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
								$
B	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			BAP9264673-01	5/3/2011	5/15/2012	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
B	UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $ 0			UMB926532500	5/15/2011	5/15/2012	EACH OCCURRENCE	$ 10,000,000
							AGGREGATE	$ 10,000,000
								$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC926528101	5/15/2011	5/15/2012	X WC STATU-TORY LIMITS OTH-ER	
							E.L. EACH ACCIDENT	$ 500,000
							E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000

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

For Informational Purposes Only

CERTIFICATE HOLDER

Apolloo Health Street, Inc.
2 Brighton Road Sutie 300
Clifton, NJ 07012-1663

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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(This certificate replaces certificate 2775554 issued on 5/24/2011)

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY – INFORMATION PAGE

Insurance for this coverage part provided by:
AMERICAN ZURICH INSURANCE COMPANY

Servicing Office:
SOUTHEAST - ORLANDO
1900 SUMMIT TOWER BLVD.
SUITE 600
ORLANDO, FL 32810

1. Policy Number WC 9265281-01
Renewal of Number WC 9265281-00

Named Insured and Mailing Address
APOLLO HEALTH STREET, INC.
2 BRIGHTON RD
SUITE 300
CLIFTON NJ 07012-1663

Producer and Mailing Address
WELLS FARGO INSURANCE SERVICES
3475 PIEDMONT RD NE STE 800
ATLANTA GA 30305-2886

Producer Code 09168-000

Other workplaces not shown above: See Schedule of Locations
FEIN: 58-2162404
NCCI Company No. 17965 ☐ New ☒ Renewal ☐ Rewrite of Prior Policy No. WC 9265281-00

This information page, with policy provisions and endorsements, if any, completes this policy.

Insured is: CORPORATION

2. Policy Period: From: 05-15-2011 to 05-15-2012 at 12:01 A. M. Standard Time at insured's mailing address.

Insured's Identification number(s): See Schedule Locations

3. A. Workers Compensation Insurance: Part One of the policy applies to the Workers' Compensation Law of the states listed here:
ARIZONA, CALIFORNIA, COLORADO, CONNECTICUT, FLORIDA, GEORGIA, IOWA, ILLINOIS, INDIANA, LOUISIANA, MASSACHUSETTS, MARYLAND, MAINE, MICHIGAN, MINNESOTA, NORTH CAROLINA, NEW JERSEY, NEVADA, NEW YORK, PENNSYLVANIA, TENNESSEE, TEXAS, VIRGINIA, WISCONSIN

B. Employers Liability Insurance: Part Two of the policy applies to work in each state listed in Item 3.A.

The limits of liability under Part Two are:

Bodily Injury by Accident:	500,000	each accident
Bodily Injury by Disease:	500,000	policy limit
Bodily Injury by Disease:	500,000	each employee

C. Other States Insurance: Part Three of the policy applies to the states, if any, listed here:
ALL STATES EXCEPT ND, OH, WA, WY AND THOSE STATES LISTED IN 3.A.

D. This Policy includes these Endorsements and Schedules:
See Schedule of Forms and Endorsements.

4. The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required on the following Classification Schedule is subject to verification and change by audit.
See Classification Schedule

TOTAL ESTIMATED STANDARD PREMIUM	$	109,642.00
PREMIUM DISCOUNT	$	-9,386.00
EXPENSE CONSTANT	$	260.00
PREMIUM FOR ENDORSEMENT	$	
TAXES AND SURCHARGES	$	6,212.00
TOTAL ESTIMATED ANNUAL PREMIUM	$	120,364.00
MINIMUM PREMIUM	$	550.00
DEPOSIT PREMIUM	$	120,364.00

If indicated below, adjustment of premium shall be made:

☒ Annually ☐ Monthly
☐ Semi-Annually ☐ This is a Three Year Fixed Rate Policy
☐ Quarterly

Agent or Producer

Countersigned by Resident Licensed Agent

Date

WC 00 00 01 A

Insured Copy

U WC-D-314-A (07-94)
Page 1 of 1

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective: 5/15/11	Countersigned By:
Named Insured: APOLLO HEALTH STREET, INC.	(Authorized Representative)

SCHEDULE

Name of Person(s) or Organization(s): CITY & COUNTY OF SAN FRANCISCO DPH, CSAS AND THEIR OFFICERS, AGENTS AND EMPLOYEES ATTN: CHARLES CALABRIS, 1380 HOWARD ST, 4th FLOOR, SAN FRANCISCO, CA 94103

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

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in **Section II** of the Coverage Form.

Copyright, Hawaii Insurance Bureau, Inc., 1999
Includes copyrighted material of the
Insurance Services Office, Inc., with its permission
Copyright, Insurance Services Office, Inc., 1999

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
CITY & COUNTY OF SAN FRANCISCO DPH, CSAS AND THEIR OFFICERS, AGENTS AND EMPLOYEES ATTN: CHARLES CALABRIS 1380 HOWARD ST, 4th FLOOR SAN FRANCISCO, CA 94103
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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

A. In the performance of your ongoing operations; or

B. In connection with your premises owned by or rented to you.

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CITY AND COUNTY OF SAN FRANCISCO
OFFICE OF CONTRACT ADMINISTRATION

ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement is made as of the 1st day of February 2011, in San Francisco, California, by and between Accordis, Inc., predecessor to Apollo Health Street, Inc. ("Assignor") and Apollo Health Street, Inc., successor to Accordis, Inc. ("Assignee")

RECITALS

WHEREAS, Assignor is a party to the Agreement (as defined below); and

WHEREAS, Assignor through a series of merger transactions is survived by Assignee; and

WHEREAS, Assignee continues to do business under Assignor's name; and

WHEREAS, as a result of the merger transactions, Assignor's agreements were transferred/assigned to and legally assumed by Assignee; and

WHEREAS, With the consent of the City and County of San Francisco, Assignor and Assignee hereby effect the completion of the transfer/assignment and assumption of Assignor's Agreement defined below in Section 1(a) by Assignee on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the promises and the mutual covenants contained in this Assignment, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Assignor and Assignee agree as follows:

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

(a) **Agreement.** The term "Agreement" shall mean the Agreement dated July 1, 2008 between Assignor and City and County of San Francisco, a municipal corporation ("City"). The term "Agreement" shall include any amendments or modifications set forth in Appendix A attached hereto and made a part hereof.

(b) **Effective Date.** The date of the series of merger transactions in which Assignor was merged into and survived by Assignee. "Effective Date" shall mean February 1, 2011.

(c) **Other Terms.** Terms used and not defined in this Assignment shall have the meanings assigned to such terms in the Agreement.

2. **Assignment.** Through a series of merger transactions, Assignor's agreements were heretofore assigned, transferred and conveyed to Assignee and Assignee, upon the consent of the City and County of San Francisco, shall have all of Assignor's rights, title and interests in and to the Agreement and all of Assignor's duties and obligations thereunder, to the extent arising on or after the Effective Date.

3. **Assumption.** Assignee hereby accepts the assignment transfer and conveyance set forth in Section 2 and agrees to perform all of Assignor's duties and obligations under the Agreement, to the extent arising on or after the Effective Date.

4. **Mutual Indemnities**

(a) **Assignor**. Assignor shall indemnify, defend and protect Assignee, and hold Assignee harmless from and against, any and all liabilities, losses, damages, claims, costs or expenses (including attorneys' fees) arising out of (a) any failure of Assignor to convey its interest pursuant to Section 2, free and clear of all third-party liens, claims or encumbrances or (b) any breach by Assignor of the Agreement or any other failure to perform or observe any of the duties or obligations of Assignor thereunder, to the extent such breach or failure arose prior to the Effective Date.

(b) **Assignee**. Assignee shall indemnify, defend and protect Assignor, and hold Assignor harmless from and against, any and all liabilities, losses, damages, claims, costs or expenses (including attorneys' fees) arising out of any breach by Assignee of the Agreement or any other failure to perform or observe any of the duties or obligations thereunder assumed by Assignee pursuant to this Assignment the merger transaction documents and as required by law in a merger transaction.

5. **Governing Law**. This Assignment shall be governed by the laws of the State of California, without regard to its conflict of laws principles.

6. **Headings**. All section headings and captions contained in this Assignment are for reference only and shall not be considered in construing this Assignment.

7. **Entire Agreement**. This Assignment sets forth the entire agreement between Assignor and Assignee relating to the Agreement and supersedes all other oral or written provisions.

8. **Further Assurances**. From and after the date of Effective Date, Assignor and Assignee agree to do such things, perform such acts, and make, execute, acknowledge and deliver such documents as may be reasonably necessary or proper and usual to complete the conveyance contemplated by this Assignment or as may be required by City.

9. **Severability**. Should the application of any provision of this Assignment to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of other provisions of this Assignment shall not be affected or impaired thereby and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of Assignor, Assignee and City.

10. **Successors; Third-Party Beneficiaries**. Subject to the terms of the Agreement, this Assignment shall be binding upon, and inure to the benefit of, the parties hereto and their successors and assigns. Except as set forth in Section 12, nothing in this Assignment, whether express or implied, shall be construed to give any person or entity (other than City and the parties hereto and their respective successors and assigns) any legal or equitable right, remedy or claim under or in respect of this Assignment or any covenants, conditions or provisions contained herein.

11. **Notices**. All notices, consents, directions, approvals, instructions, requests and other communications regarding this Assignment or the Agreement shall be in writing, shall be addressed to the person and address set forth below and shall be (a) deposited in the U.S. mail, first class, certified with return receipt requested and with appropriate postage, (b) hand delivered or (c) sent via facsimile (if a facsimile number is provided below). All communications sent in accordance with this Section shall become effective on the date of receipt. From time to time Assignor, Assignee or City may designate a new address for purposes of this Section by notice to the other signatories to this Assignment.

If to Assignor to read: Apollo Health Street, Inc. doing business as Accordis, Inc. successor to Accordis, Inc. :

Accordis, Inc.
Noel Coppinger, Vice President
9841 Airport Blvd., Suite 1414
Los Angeles, CA 90045
Fax: (646) 205.6013

If to Assignee:

Apollo Health Street Inc.
Noel Coppinger, Vice President, Client Services
9841 Airport Blvd., Suite 1414
Los Angeles, CA 90045
Fax: (646) 205.6013

If to City:

Department of Public Health
Diana Guevara, Director, Patient Finance Services
1001 Potrero Ave. Bldg 010 B200
San Francisco, CA 94110
Fax: **(415) 206-4192**

And

Department of Public Health
Office of Contract Management
1380 Howard Street, Room 442
San Francisco, CA 94103
Fax: (415) 252-3008

12. **Consent of City; No Release of Assignor; Waivers.** It is hereby acknowledged by each, Assignor and Assignee, and on behalf of each, Assignee acknowledges the following: (i) that the prior written consent of the City to this Assignment is required under the terms of the Agreement; (ii) that the City shall be a third party beneficiary of this Assignment (other than Section 4) and shall have the right to enforce this Assignment; (iii) that neither this Assignment nor the consent of the City set forth below shall release Assignor's obligations or duties, in whole or in part, under the Agreement if Assignee fails to perform or observe any such obligation or duty; and (iv) that by entering into this Assignment, the City shall consent to have the Agreement between it and Assignor assigned to Assignee, which consent is based solely upon Assignor having conducted an independent investigation of Assignee's financial condition and ability to perform under the Agreement for which Assignor further assumed full responsibility to obtain further information with respect to Assignee and the conduct of its business. After the date of this Assignment, upon request, Assignee is responsible to provide to the City any of the aforementioned information, Assignor's right to require the City to (a) proceed against any person or entity including Assignee, (b) proceed against or exhaust any security now or hereafter held in connection with the Agreement, or (c) pursue any other remedy in the City's power are hereby waived and Assignee acknowledges the same. Assignor's right to any defense arising by reason of any disability or other defense of Assignee or any other person, or by reason of the cessation from any cause whatsoever of the liability of Assignee or any other person are also hereby waived and Assignee acknowledges Assignor's waiver of the right to the aforementioned defenses. Assignor's right of subrogation to any of the rights of the City against Assignee or any other person are non-existent and hereby waived under this Assignment and any right Assignor had or has to enforce any remedy of Assignor against Assignee (including, without limitation, Section 4(b)) or against any other person are hereby waived unless and until all obligations to the City under the Agreement and this Assignment have been paid and satisfied in full, at which time, Assignee shall assume any such rights of Assignor pursuant to this Assignment. Assignor's right to any benefit of any right to participate in any collateral or security whatsoever now or hereafter held by the City with respect to the obligations under the Agreement are hereby waived. This Assignment authorizes the City, without notice or demand and without affecting Assignor's liability hereunder or under the Agreement to: (i) renew, modify or extend the time for performance of any obligation under the Agreement; (ii) take and hold security for the payment of any obligation under the Agreement and exchange, enforce, waive and release such security; and (iii) release or consent to an assignment by Assignee of all or any part of the Agreement. Assignee acknowledges Assignor's non-release and waivers hereunder and assumes its assigned and assumed obligations hereunder.

IN WITNESS WHEREOF, Assignor and Assignee have each duly executed this Assignment as of the date first referenced above.

ASSIGNOR
Accordis, Inc.
Vendor Number: 62123

By
Noel Coppinger
Vice President

ASSIGNEE
Apollo Health Street Inc.
Vendor Number: 82271

By
Noel Coppinger
Vice President, Client Services

ASSIGNEE
Apollo Health Street Inc.
Vendor Number: 82271

By
Arnab Sen
Chief Financial Officer

Subject to Section 12 of this Assignment, City hereby consents to the assignment and assumption described in Sections 2 and 3 of this Assignment.

CITY

Recommended by:

Signature for Department

Barbara Garcia
Director of Health

Title and Department of Public Health

Approved as to Form:

Dennis J. Herrera
City Attorney

By
Kathy Murphy
Deputy City Attorney

Approved:

Naomi Kelly
Director of Office of Contract Administration/ Purchaser

RECEIVED
PURCHASING DEPARTMENT
11 MAR 10 PM 3:04

APPENDIX A

Amendments

Standard City Contract	
Original Agreement P500	Page 1-24
Appendix A	Page 1-2
Appendix A-1	Page 1-2
Appendix A-2	Page 1
Appendix B	Page 1
Appendix B-1	Page 1
Appendix B-2	Page 1-2
Appendix D	Page 1
Appendix E	Page 5
Appendix F	Page 1

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/14/2011

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
Commercial Lines – (404) 923-3700
Wells Fargo Insurance Services USA, Inc.
3475 Piedmont Road NE, Suite 800
Atlanta, GA 30305-2886

CONTACT NAME:
PHONE (A/C, No, Ext): FAX (A/C, No):
E-MAIL ADDRESS:
PRODUCER CUSTOMER ID #: 143963

INSURED
Apollo Healthstreet Inc.
2 Broadstreet
Bloomfield NJ 07003

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Zurich American Insurance Co	16535
INSURER B:	American Zurich Insurance Company	40142
INSURER C:	National Union Fire Ins. Co. of Pittsburgh, PA	19445
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES CERTIFICATE NUMBER: 2272457 REVISION NUMBER: See below

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			CPO926528000	05/15/10	05/15/11	EACH OCCURRENCE	$ 1,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$ 2,000,000
	X POLICY PRO-JECT LOC							$
A	AUTOMOBILE LIABILITY			BAP09264673	5/3/2010	5/15/2011	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS						BODILY INJURY (Per accident)	$
	SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	$
	X HIRED AUTOS							$
	X NON-OWNED AUTOS							$
B	UMBRELLA LIAB X OCCUR			UMB926532500	5/15/2010	5/15/2011	EACH OCCURRENCE	$ 10,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 10,000,000
	DEDUCTIBLE							$
	RETENTION $ 0							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			WC926528100	5/15/2010	5/15/2011	X WC STATU-TORY LIMITS OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N/A						E.L. EACH ACCIDENT	$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000
C	Errors & Omissions			018409878	05/15/10	05/15/11	$6,000,000 Limit	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Certificate holder is listed as additional insured. Waiver of subrogation on the Workers Compensation policy is provided.

CERTIFICATE HOLDER

Office of Contract Management and Compliance City and County
of SanFrancisco Department of Public Health
1380 Howard Street Room 442
SanFrancisco , CA 94103

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
City & County of San Francisco DPH, CSAS and their Officers, Agents, and Employees. Attn: Charles Calabris 1380 Howard Street, 4th FL San Francisco, CA 94103
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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

A. In the performance of your ongoing operations; or

B. In connection with your premises owned by or rented to you.

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

** Complete copy of document is located in

File No. 120409

AGREEMENT BETWEEN THE CITY AND COUNTY OF SAN FRANCISCO AND

ACCORDIS, INC.

This Agreement is made this 1st day of **July, 2008**, in the City and County of San Francisco, State of California, by and between **Accordis, Inc.**, hereinafter referred to as "Contractor," and the **City and County of San Francisco**, a municipal corporation, hereinafter referred to as "City," acting by and through its Director of the Office of Contract Administration or the Director's designated agent, hereinafter referred to as "Purchasing."

Recitals

WHEREAS, the Department of Public Health, Community Health Network, San Francisco General Hospital Medical Center wishes to secure claiming of Aged Accounts from Government and Non-Government Payer Sources and as-needed professional services related to Patient Financials; and,

WHEREAS, a Request for Proposal ("RFP") was issued on March 17, 2008; and

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

WHEREAS, approval for this Agreement was obtained when the Civil Service Commission approved Contract number PSC# 4116-07/08 on March 17, 2008;

Now, THEREFORE, the parties agree as follows:

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

This Agreement is subject to the budget and fiscal provisions of the City's Charter. Charges will accrue only after prior written authorization certified by the Controller, and the amount of City's obligation hereunder shall not at any time exceed the amount certified for the purpose and period stated in such advance authorization.

This Agreement will terminate without penalty, liability or expense of any kind to City at the end of any fiscal year if funds are not appropriated for the next succeeding fiscal year. If funds are appropriated for a portion of the fiscal year, this Agreement will terminate, without penalty, liability or expense of any kind at the end of the term for which funds are appropriated.

City has no obligation to make appropriations for this Agreement in lieu of appropriations for new or other agreements. City budget decisions are subject to the discretion of the Mayor and the Board of Supervisors. Contractor's assumption of risk of possible non-appropriation is part of the consideration for this Agreement.

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below:

Endorsement Effective:	Countersigned By:
Named Insured:	(Authorized Representative)

SCHEDULE

Name of Person(s) or Organization(s):
City & County of San Francisco DPH, CSAS and their Officers, Agents, and Employees Attn: Charles Calabris 1380 Howard Street, 4th FL San Francisco, CA 94103

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

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in **Section II** of the Coverage Form.

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File No. 120409

FORM SFEC-126:
NOTIFICATION OF CONTRACT APPROVAL

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

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

Contractor Information *(Please print clearly.)*	
Name of contractor: Apollo Health Street, Inc.	
Please list the names of (1) members of the contractor's board of directors; (2) the contractor's chief executive officer, chief financial officer and chief operating officer; (3) any person who has an ownership of 20 percent or more in the contractor; (4) any subcontractor listed in the bid or contract; and (5) any political committee sponsored or controlled by the contractor. Use additional pages as necessary. Board of Directors: John Amos, Karen Ferrell, Arnab Sen, Deepak Reddy and Rahul Reddy President/Chief Executive Officer: Karen Ferrell Chief Financial Officer: Arnab Sen (There is no Chief Operating Officer.) Apollo Health Street, Inc. is 100% owned by Apollo Health Street Limited.	
Contractor address: 9841 Airport Blvd., Suite 1414, Los Angeles, CA 90045	
Date that contract was approved:	Amount of contract: $3,675,000
Describe the nature of the contract that was approved:	
Comments:	

This contract was approved by (check applicable):

the City elective officer(s) identified on this form

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

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

_____
Print Name of Board

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

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

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