

1 [Agreement Amendment - Health RIGHT 360 - Behavioral Health Fiscal Intermediary
2 Services - Not to Exceed \$79,058,563]

3 **Resolution approving an Amendment No. 3 to the agreement between Health**
4 **RIGHT 360 and the Department of Public Health, for behavioral health fiscal**
5 **intermediary services, to increase the agreement amount by \$16,260,767 for an**
6 **amount not to exceed \$79,058,563 and extend the term by five years from**
7 **December 31, 2018, for a total agreement term of January 1, 2014, through**
8 **December 31, 2023.**

9
10 WHEREAS, The Department of Public Health selected Health RIGHT 360
11 through competitive solicitation to provide behavioral health fiscal intermediary services;
12 and

13 WHEREAS, The contract enables fiscal intermediary services to the Children, Youth
14 and Families Care Management, the Family Mosaic Project, Mental Health and Substance
15 Use Disorder Treatment, Community Oriented Primary Care, Project Homeless Connect, and
16 San Francisco Street Violence Intervention Prevention; and

17 WHEREAS, A copy of the original agreement, the first amendment, and the
18 second amendment are on file with the Clerk of the Board of Supervisors in File No.
19 181074, which are hereby declared to be a part of this Resolution as if set forth fully
20 herein; and

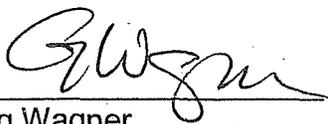
21 RESOLVED, That the Board of Supervisors hereby authorizes the Director of
22 Public Health and the Director of the Office of Contract Administration/Purchaser, on
23 behalf of the City and County of San Francisco, to execute an agreement with Health
24 RIGHT 360 to increase the agreement amount by \$16,260,767 for an amount not to
25

1 exceed \$79,058,563, and extend the term by five years, for a total term of January 1,
2 2014, through December 31, 2023; and, be it

3 FURTHER RESOLVED, That the Board of Supervisors authorizes the
4 Department of Public Health to enter into any amendments or modifications to the
5 contract, prior to its final execution by all parties, that the Department determines, in
6 consultation with the City Attorney, are in the best interest of the City, do not otherwise
7 materially increase the obligations or liabilities of the City, are necessary or advisable to
8 effectuate the purposes of the contract, and are in compliance with all applicable laws;
9 and, be it

10 FURTHER RESOLVED, That within thirty (30) days of the contract being fully executed
11 by all parties, the Director of Health and/or the Director of the Office of Contract
12 Administration/Purchaser shall provide the final contracts to the Clerk of the Board for
13 inclusion into the official File No. 181074.

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15 RECOMMENDED:

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17 _____
18 Greg Wagner
19 Acting Director of Health
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Item 3 File 18-1074	Department: Department of Public Health (DPH)
EXECUTIVE SUMMARY	
<p style="text-align: center;">Legislative Objectives</p> <p>The proposed resolution approves Amendment No. 3 to the contract between Health RIGHT 360 and the Department of Public Health (DPH) for behavioral health fiscal intermediary services, to (1) increase the agreement not-to-exceed amount by \$16,260,767 from \$62,797,796 to \$79,058,563, and (2) extend the term by five years from December 31, 2018, for a total agreement term of January 1, 2014, through December 31, 2023.</p> <p style="text-align: center;">Key Points</p> <ul style="list-style-type: none"> • In January 2014, DPH entered into a contract with Health RIGHT 360 to provide fiscal intermediary services to DPH health service contractors providing behavioral health and other services that are not able to directly receive payments for services from third party payers, such as Medi-Cal, Medicare, and private insurance companies. • DPH selected Health RIGHT 360 following issuance of a Request for Qualifications in June 2013. • The original contract was for one year from January 1, 2014 through December 31, 2014 for a total contract amount of \$9,700,495. DPH entered into two amendments to the contract that: (1) extended the contract term to June 30, 2016 and increased the contract amount to \$33,876,971; and (2) extended the contract term to December 31, 2018 and increased the contract amount to \$62,797,796. <p style="text-align: center;">Fiscal Impact</p> <ul style="list-style-type: none"> • Sources of funds for the proposed contract amendment include City General Funds and State and Federal grants. • Actual expenditures on the contract from January 1, 2014 through December 31, 2018 total \$42,835,113. • Based on an annual average cost-of-doing-business adjustment of approximately 2.4 percent (subject to future Board of Supervisors approval) and a 12 percent contingency, expenditures over the five-year extension period from January 1, 2019 to December 31, 2023 are projected to total \$36,223,450, for a total contract amount of \$79,058,563, which is \$16,260,767 more than the current not-to-exceed amount of \$62,797,796. <p style="text-align: center;">Recommendation</p> <ul style="list-style-type: none"> • Approve the proposed resolution. 	

MANDATE STATEMENT

City Charter Section 9.118(b) states that any contract entered into by a department, board or commission that (1) has a term of more than ten years, (2) requires expenditures of \$10 million or more, or (3) requires a modification of more than \$500,000 is subject to Board of Supervisors approval.

BACKGROUND

On January 1, 2014, the Department of Public Health (DPH) entered into a contract with Health RIGHT 360 to provide fiscal intermediary services on a fee-for-service basis to DPH health service contractors that are not able to directly receive payments for services from third party payers, such as Medi-Cal, Medicare, and private insurance companies. Under the contract, Health RIGHT 360 serves as the fiscal intermediary to several community-based organizations providing behavioral health and other services to DPH, including Family Mosaic Project, Drug Court, Project Homeless Connect, and other programs.

DPH selected Health RIGHT 360 following issuance of a Request for Qualifications (RFQ) in June 2013. The RFQ specified that the contract would have an original term of five years from January 1, 2014 through December 31, 2018, with five annual options to extend the term through December 2023 for a total of 10 years.

The original contract was for one year from January 1, 2014 through December 31, 2014 for a total contract amount of \$9,700,495. The Board of Supervisors approved the first amendment to the contract in August 2014, extending the term from January 1, 2014 through December 31, 2018, and increased the contract not-to-exceed amount by \$53,097,301, from \$9,700,495 to \$62,797,796 (File No. 14-0748; Res. No. 304-14).

DPH entered into two separate amendments to the contract: (1) the first amendment extended the contract term to June 30, 2016 and increased the contract amount to \$33,876,971; and (2) the second amendment extended the contract term to December 31, 2018 and increased the contract amount to \$62,797,796.

DETAILS OF PROPOSED LEGISLATION

The proposed resolution approves Amendment No. 3 to the contract between Health RIGHT 360 and the Department of Public Health for behavioral health fiscal intermediary services, to (1) increase the agreement not-to-exceed amount by \$16,260,767 from \$62,797,796 to \$79,058,563, and (2) extend the term by five years from December 31, 2018, for a total agreement term of January 1, 2014, through December 31, 2023.

FISCAL IMPACT

Sources of funds for the proposed contract amendment include City General Funds and State and Federal grants.

Actual expenditures on the contract from January 1, 2014 through December 31, 2018 total \$42,835,113. Based on an annual average cost-of-doing-business adjustment of approximately 2.4 percent¹ and a 12 percent contingency, expenditures over the five-year extension period from January 1, 2019 to December 31, 2023 are projected to total \$36,223,450, for a total contract amount of \$79,058,563, which is \$16,260,767 more than the current not-to-exceed amount, as shown in Table 1 below.

Table 1: Actual and Projected Expenditures – January 1, 2014 to December 31, 2023

Contract Term	Actual Expenditures	Projected Expenditures	Total
2014	\$9,318,891		\$9,318,891
2015	8,763,714		8,763,714
2016	8,140,466		8,140,466
2017	8,814,027		8,814,027
2018	7,798,016		7,798,016
2019		\$6,169,301	6,169,301
2020		6,315,387	6,315,387
2021		6,464,932	6,464,932
2022		6,618,018	6,618,018
2023		6,774,730	6,774,730
Subtotal	\$42,835,113	\$32,342,366	\$75,177,479
Contingency (12%)		3,881,084	3,881,084
Total	\$42,835,113	\$36,223,450	\$79,058,563
Less Current Not-to-Exceed Amount			(62,797,796)
New Total Increased Amount			\$16,260,767

According to Ms. Michelle Ruggels, Director of the DPH Business Office, the contract expenditures decreased in FY 2017-18 and FY 2018-19 due to civil service conversions of contracted staff services. In the FY 2016-17 budget, there were three DPH initiatives approved by the Mayor and Board of Supervisors to create civil service positions to perform certain services that were previously performed by contract employees. The services proposed for conversion were selected because they were closely aligned with the duties performed by civil service employees. The majority of these positions were in Substance Use-funded programs such as the Behavioral Health Access Center and Drug Court programs.

RECOMMENDATION

Approve the proposed resolution.

¹ Annual Cost of Doing Business increases to contracts with nonprofit organizations are subject to Board of Supervisors approval in the City's annual budget.

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

Third Amendment

THIS AMENDMENT (this "Amendment") is made as of July 1, 2018 in San Francisco, California, by and between Health Right 360, 1735 Mission Street, San Francisco, CA 94103 ("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, this Agreement was competitively procured as required by San Francisco Administrative Code Chapter 21.1 through RFQ-16-2013, Request for Proposals ("RFQ's") issued on June 11, 2013 in which City selected Contractor as the highest qualified scorer pursuant to the RFQ; and

WHEREAS, there is no Local Business Entity ("LBE") subcontracting participation requirement for this Agreement; and

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

WHEREAS, approval for this Amendment was obtained when the Civil Service Commission approved Contract numbers 2011-08/09 and 41279-13/14 dated May 3, 2013 and April 4, 2016 respectively;

WHEREAS, City and Contractor desire to modify the Agreement on the terms and conditions set forth herein to add Appendices A and B for 2018-19, increase compensation, extend the term and update standard contractual clauses;

WHEREAS, approval for this Amendment was obtained when the Board of Supervisors approved Resolution number on

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 January 1, 2014, Contract Numbers BPHM14000011, 1000003037 between Contractor and City as amended by the First Amendment Contract Numbers BPHM14000011 1000003037, the Second Amendment Contract Numbers BPHM14000011, 1000003037 and this Third 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:

a. 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 January 1, 2014 to December 31, 2018.

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

2. Term of the Agreement.

Subject to Section 1, the term of this Agreement shall be from January 1, 2014 to December 31, 2023.

b. Section 5 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 **Sixty-Two Million Seven Hundred Ninety Seven Thousand Seven Hundred Ninety Six Dollars (\$62,797,796)**. 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.

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

Section 5 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 works 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 1st day of the immediately preceding month. In no event shall the amount of this Agreement exceed **Seventy-Nine Million Fifty-Eight Thousand Five Hundred Sixty-Three Dollars (\$79,058,563) for the period of January 1, 2014 through December 31, 2023**. 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.

c. Section 15 of the Agreement currently reads as follows:

15. Insurance

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

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

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

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

4) Blanket Fidelity Bond (Commercial Blanket Bond): Limits in the amount of the Initial Payment provided for in the Agreement

5) Professional liability insurance, applicable to Contractor's profession, with limits not less than \$1,000,000 each claim with respect to negligent acts, errors or omissions in connection with the Services.

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

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

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

c. All policies shall be endorsed to provide thirty (30) days' advance written notice to the City of cancellation for any reason, intended non-renewal, or reduction in coverages. Notices shall be sent to the City address set forth in the Section entitled "Notices to the Parties."

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

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

f. Before commencing any Services, Contractor shall furnish to City certificates of insurance and additional insured policy endorsements with insurers with ratings comparable to A-, VIII or higher, that are authorized to do business in the State of California, and that are satisfactory to City, in form evidencing all coverages set forth above. Approval of the insurance by City shall not relieve or decrease Contractor's liability hereunder.

g. The Workers' Compensation policy(ies) shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agents and subcontractors.

h. If Contractor will use any subcontractor(s) to provide Services, Contractor shall require the subcontractor(s) to provide all necessary insurance and to name the City and County of San Francisco, its officers, agents and employees and the Contractor as additional insureds.

i. Notwithstanding the foregoing, the following insurance requirements are waived or modified in accordance with the terms and conditions stated in Appendix C. Insurance.

Section 15 is hereby amended in its entirety to read as follows:

15. Insurance.

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

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

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

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

4) Blanket Fidelity Bond or Crime Policy with limits of in the amount of any Initial Payment included under this Agreement covering employee theft of money written with a per loss limit.

5) Professional liability insurance, applicable to Contractor's profession, with limits not less than \$1,000,000 each claim with respect to negligent acts, errors or omissions in connection with the Services.

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

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

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

c. All policies shall be endorsed to provide thirty (30) days' advance written notice to the City of cancellation for any reason, intended non-renewal, or reduction in coverages. Notices shall be sent to the City address set forth in the Section entitled "Notices to the Parties."

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

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

reinstated, the City may, at its sole option, terminate this Agreement effective on the date of such lapse of insurance.

f. Before commencing any Services, Contractor shall furnish to City certificates of insurance and additional insured policy endorsements with insurers with ratings comparable to A-, VIII or higher, that are authorized to do business in the State of California, and that are satisfactory to City, in form evidencing all coverages set forth above. Approval of the insurance by City shall not relieve or decrease Contractor's liability hereunder.

g. The Workers' Compensation policy(ies) shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agents and subcontractors.

h. If Contractor will use any subcontractor(s) to provide Services, Contractor shall require the subcontractor(s) to provide all necessary insurance and to name the City and County of San Francisco, its officers, agents and employees and the Contractor as additional insureds.

i. Reserved

d. Section 20 of the Agreement currently reads as follows:

20. Default; Remedies.

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

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

8. Submitting False Claims; Monetary Penalties.	53	Compliance with laws
10. Taxes	55	Supervision of minors
15. Insurance	57.	Protection of private information
24. Proprietary or confidential information of City	64.	Protected Health Information
30. Assignment		Add item 1 of Appendix D attached to this Agreement
37 Drug-free Workplace policy		

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

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

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

b. On and after any Event of Default, City shall have the right to exercise its legal and equitable remedies, including, without limitation, the right to terminate this Agreement or to seek specific performance of all or any

part of this Agreement. In addition, City shall have the right (but no obligation) to cure (or cause to be cured) on behalf of Contractor any Event of Default; Contractor shall pay to City on demand all costs and expenses incurred by City in effecting such cure, with interest thereon from the date of incurrence at the maximum rate then permitted by law. City shall have the right to offset from any amounts due to Contractor under this Agreement or any other agreement between City and Contractor all damages, losses, costs or expenses incurred by City as a result of such Event of Default and any liquidated damages due from Contractor pursuant to the terms of this Agreement or any other agreement.

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

Section 20 is hereby amended to read as follows:

20. Default; Remedies.

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

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

- | | |
|---|---|
| 8. Submitting False Claims; Monetary Penalties. | 37. Drug-free workplace policy |
| 10. Taxes | 53. Compliance with laws |
| 15. Insurance | 55. Supervision of minors |
| 24. Proprietary or confidential information of City | 57. Protection of private information |
| 30. Assignment | 64. Protected Health Information
Add item 1 of Appendix D attached to this Agreement |

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

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

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

On and after any Event of Default, City shall have the right to exercise its legal and equitable remedies, including, without limitation, the right to terminate this Agreement or to seek specific

performance of all or any part of this Agreement. In addition, City shall have the right (but no obligation) to cure (or cause to be cured) on behalf of Contractor any Event of Default; Contractor shall pay to City on demand all costs and expenses incurred by City in effecting such cure, with interest thereon from the date of incurrence at the maximum rate then permitted by law. City shall have the right to offset from any amounts due to Contractor under this Agreement or any other agreement between City and Contractor all damages, losses, costs or expenses incurred by City as a result of such Event of Default and any liquidated damages due from Contractor pursuant to the terms of this Agreement or any other agreement.

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

e. Section 22 of the Agreement currently reads as follows:

22. Rights and Duties upon Termination or Expiration.

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

- | | |
|---|---|
| 8. Submitting false claims | 24. Proprietary or confidential information of City |
| 9. Disallowance | 26. Ownership of Results |
| 10. Taxes | 27. Works for Hire |
| 11. Payment does not imply acceptance of work | 28. Audit and Inspection of Records |
| 13. Responsibility for equipment | 48. Modification of Agreement. |
| 14. Independent Contractor; Payment of Taxes and Other Expenses | 49. Administrative Remedy for Agreement Interpretation. |
| 15. Insurance | 50. Agreement Made in California; Venue |
| 16. Indemnification | 51. Construction |
| 17. Incidental and Consequential Damages | 52. Entire Agreement |
| 18. Liability of City | 56. Severability |
| | 57. Protection of private information |
| | 64. Protected Health Information |
| | Add item I of Appendix D attached to this Agreement |

Section 22 is hereby amended to read as follows:

22. Rights and Duties upon Termination or Expiration.

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

- | | |
|---|---|
| 8. Submitting false claims | 24. Proprietary or confidential information of City |
| 9. Disallowance | 26. Ownership of Results |
| 10. Taxes | 27. Works for Hire |
| 11. Payment does not imply acceptance of work | 28. Audit and Inspection of Records |
| 13. Responsibility for equipment | 48. Modification of Agreement. |
| 14. Independent Contractor; Payment of Taxes and Other Expenses | 49. Administrative Remedy for Agreement Interpretation. |

- | | |
|--|---|
| 15. Insurance | 50. Agreement Made in California; Venue |
| 16. Indemnification | 51. Construction |
| 17. Incidental and Consequential Damages | 52. Entire Agreement |
| 18. Liability of City | 56. Severability |
| | 57. Protection of private information |
| | 64. Protected Health Information |
| | Add item 1 of Appendix D attached to this Agreement |

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

f. Section 65 is hereby added to the Agreement and reads as follows:

65. PCI Requirements. Contractors providing services and products that collect, transmit or store cardholder data, are subject to the following requirements:

a. Applications shall be compliant with the Payment Application Data Security Standard (PA-DSS) and validated by a Payment Application Qualified Security Assessor (PA-QSA). A Contractor whose application has achieved PA-DSS certification must then be listed on the PCI Council's list of PA-DSS approved and validated payment applications.

b. Gateway providers shall have appropriate Payment Card Industry Data Security Standards (PCI DSS) certification as service providers (<https://www.pcisecuritystandards.org/index.shtml>). Compliance with the PCI DSS shall be achieved through a third party audit process. The Contractor shall comply with Visa Cardholder Information Security Program (CISP) and MasterCard Site Data Protection (SDP) programs.

c. For any Contractor that processes PIN Debit Cards, payment card devices supplied by Contractor shall be validated against the PCI Council PIN Transaction Security (PTS) program.

d. For items 63(a) to 63(c) above, Contractor shall provide a letter from its qualified security assessor (QSA) affirming its compliance and current PCI or PTS compliance certificate.

e. Contractor shall be responsible for furnishing City with an updated PCI compliance certificate 30 days prior to its expiration.

f. Bank Accounts. Collections that represent funds belonging to the City and County of San Francisco shall be deposited, without detour to a third party's bank account, into a City and County of San Francisco bank account designated by the Office of the Treasurer and Tax Collector.

- g. Appendix A and A-1 to A-12 dated 07/01/17 (i.e. July 1, 2017) are hereby replaced in their entirety with Appendix A and A-1 to A-7 dated 07/01/18 (i.e. July 1, 2018).
- h. Appendix B and B-1 to B-12 dated 07/01/17 (i.e. July 1, 2017) are hereby replaced in their entirety with Appendix B and B-1 to B-7 dated 07/01/18 (i.e. July 1, 2018).
- i. Appendix E, Business Associate Addendum to the Original Agreement dated 10/29/15 (i.e. October 29 1, 2015) is hereby deleted in its entirety and replaced with Appendix E dated 04/12/18 (i.e. April 12, 2018).
- j. Appendix F, Invoices dated 07/01/18 (July 1, 2018) are hereby added for 2018-19.

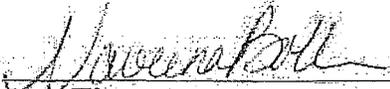
3. **Effective Date.** Each of the modifications set forth in Section 2 shall be effective on and after the effective date of the agreement.

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.

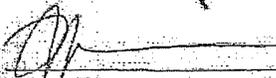
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day first mentioned above.
CITY **CONTRACTOR**

Recommended by:

Health Right 360



Greg Wagner
Acting Director of Health
Department of Public Health

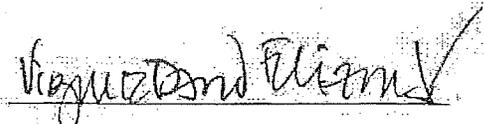


Vitka Eisen
Chief Executive Director

Supplier ID: 0000018936

Approved as to Form:

Dennis J. Herrera
City Attorney

By: 

Deputy City Attorney

Approved:

Jaci Fong
Director of the Office of Contract Administration, and
Purchaser

Appendix A
Community Behavioral Health Services
Services to be provided by Contractor

1. Terms

A. Contract Administrator:

In performing the Services hereunder, Contractor shall report to **John Fordham**, 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.

I. Aerosol Transmissible Disease Program, Health and Safety:

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

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

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

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

K. 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."

L. 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, Medicare 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, but will be settled during the provider's settlement process.

M. CBHS Electronic Health Records System

Treatment Service Providers use the CBHS Electronic Health Records System and follow data reporting procedures set forth by SFDPH Information Technology (IT), CBHS Quality Management and CBHS Program Administration.

N. Patients Rights:

All applicable Patients Rights laws and procedures shall be implemented.

O. Under-Utilization Reports:

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

P. Quality Improvement:

CONTRACTOR agrees to develop and implement a Quality Improvement 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 Improvement Plan.

Q. Working Trial Balance with Year-End Cost Report

If CONTRACTOR is a Non-Hospital Provider as defined in the State of California Department of Mental Health Cost Reporting Data Collection Manual, it agrees to submit a working trial balance with the year-end cost report.

R. Harm Reduction

The program has a written internal Harm Reduction Policy that includes the guiding principles per Resolution # 10-00.810611 of the San Francisco Department of Public Health Commission.

S. Compliance with Community Behavioral Health Services Policies and Procedures

In the provision of SERVICES under CBHS contracts, CONTRACTOR shall follow all applicable policies and procedures established for contractors by CBHS, as applicable, and shall keep itself duly informed of such policies. Lack of knowledge of such policies and procedures shall not be an allowable reason for noncompliance.

T. Fire Clearance

Space owned, leased or operated by San Francisco Department of Public Health providers, including satellite sites, and used by CLIENTS or STAFF shall meet local fire codes. Providers shall undergo of fire safety inspections at least every three (3) years and documentation of fire safety, or corrections of any deficiencies, shall be made available to reviewers upon request.”

2. Description of Services

Detailed description of services are listed below and are attached hereto

Appendix A-1 CYF Care management

Appendix A-2 CYF Family Mosaic Project

Appendix A-3 BHS Mental Health Services

Appendix A-4 BHS Substance Use Disorder Services

Appendix A-5 Community Oriented Primary Care (COPC) FI Services

Appendix A-6 Project Homeless Connect

Appendix A-7 San Francisco Street Violence Intervention Prevention (SFSVIP)

1. **Program Name:** CYF Care Management
Address: 1380 Howard Street
City, State, Zip: San Francisco, CA 94103
Telephone: 415-255-3400

Contractor Address: 1563 Mission Street
City, State, Zip: San Francisco, CA 94103

2. **Nature of Document:**

New Renewal Amendment Three

3. **Goal Statement:** HealthRIGHT 360 (HR360), in collaboration with the San Francisco Department of Public Health (DPH), will provide fiscal and human resource management services, subcontractors, consultants, and staff in support of the Children, Youth, and Families (CYF) Care Management program.

4. **Priority Population:** CYF Care Management leads and oversees the strategy development and implementation of children & youth behavioral health services. In addition, it provides infrastructure support to implement services through its civil service clinics, including administrative, fiscal, budget, contract, training, quality assurance and compliance.

5. **Modality(s)/Intervention(s):** HR360 will provide administrative support to subcontractors, consultants and staff engaged in the CYF Care Management activities. HR360 is responsible for its subcontractors', consultants', and staff performance. Subcontractors, consultants, and staff will work toward CYF Care Management's goals in close collaboration with DPH staff. In addition, HR360 will use Generally Accepted Accounting Principles (GAAP) and the agency's own Accounting Policies and Procedures to:

- Protect the assets of the organization and of the contract;
- Ensure the maintenance of accurate records of HR360's financial activities;
- Provide a framework for HR360's financial decision making;
- Establish and enforce operating standards and behavioral expectations;
- Serve as a training resource for financial staff; and
- Ensure compliance with federal, state, local, and DPH legal, contractual, and reporting requirements.

6. **Methodology:**

HR360 will provide fiscal management/intermediary administrative services, subcontractors, consultants, and staff to support the CYF Care Management team. This will be a collaborative project with close coordination with the DPH and the CYF Care Management Program Director.

Fiscal Management for this program consists of developing and monitoring the budget; managing employee payroll and benefits; managing programmatic expenditures such as invoice payments and travel reimbursements according to budget plan; executing contractual agreements and maintaining all program documentation as related to this contract. HR360 will also be responsible for compliance and adherence with the City and County of San Francisco fund management policies to ensure project success.

Staff Management for this program consists of primary human resource management processes and will be coordinated with the CYF Care Management Program Director. It will include managing HR360 employee benefits; monitoring HR360 employee training, skill development, and performance evaluations on regular basis, and implementing HR360 employee discipline when necessary.

7. Objectives and Measurements:

Fiscal Intermediary Objectives: All objectives, and descriptions of how objectives will be measured, are contained in the document entitled DPH Fiscal Intermediary Performance Objectives.

Service Objectives: These are administrative positions providing infrastructure support. Service deliverables measured in staff hours.

8. Continuous Quality Assurance and Improvement: DPH staff will monitor contract compliance through the Business Office of Contract Compliance (BOCC), ensuring compliance with Health Commission policies, and all contractor requirements including, but not limited to, Harm Reduction, and Health Insurance Portability and Accountability Act (HIPAA). HR360's own CQI activities will monitor, enhance, and improve the quality of fiscal management and program services delivered.

9. Required Language: N/A.

1. **Program Name:** CYF Family Mosaic Project
Address: 1380 Howard Street
City, State, Zip: San Francisco, CA 94103
Telephone: 415-255-3400

Contractor Address: 1563 Mission Street
City, State, Zip: San Francisco, CA 94103

2. **Nature of Document:**

New Renewal Amendment Three

3. **Goal Statement:** HealthRIGHT 360 (HR360), in collaboration with the San Francisco Department of Public Health (DPH), will provide fiscal and human resource management services, subcontractors, consultants, and staff in support of the Children, Youth, and Families (CYF) Family Mosaic Project (FMP).

4. **Priority Population:** The Family Mosaic Project is a capitated Medi-Cal program where the San Francisco Mental Health Plan is paid a capitated monthly rate via a contract with the State Department of Health Care Services for enrolled youth up to 21 years. The purpose of this program is to provide intensive case management and wrap-around services to high risk youth up to 18 years of age and their families with a goal of stabilizing the whole family by addressing various needs. FMP seeks to improve the well-being of emotionally disturbed children and youth, who are at risk for out-of-home placement.

5. **Modality(s)/Intervention(s):** HR360 will provide administrative support to subcontractors, consultants and staff engaged in the FMP activities. HR360 is responsible for its subcontractors', consultants', and staff performance. Subcontractors, consultants, and staff will work toward FMP's goals in close collaboration with DPH staff. In addition, HR360 will use Generally Accepted Accounting Principles (GAAP) and the agency's own Accounting Policies and Procedures to:

- Protect the assets of the organization and of the contract;
- Ensure the maintenance of accurate records of HR360's financial activities;
- Provide a framework for HR360's financial decision making;
- Establish and enforce operating standards and behavioral expectations;
- Serve as a training resource for financial staff; and
- Ensure compliance with federal, state, local, and DPH legal, contractual, and reporting requirements.

6. **Methodology:**

HR360 will provide fiscal management/intermediary administrative services, subcontractors, consultants, and staff to support the FMP team. This will be a collaborative project with close coordination with the DPH and the FMP Director.

Fiscal Management for this program consists of developing and monitoring the budget; managing employee payroll and benefits; managing programmatic expenditures such as invoice payments and travel reimbursements according to budget plan; executing contractual agreements and maintaining all program documentation as related to this contract. HR360 will also be responsible for compliance and adherence with the City and County of San Francisco fund management policies to ensure project success.

Staff Management for this program consists of primary human resource management processes and will be coordinated with the FMP Director. It will include managing HR360 employee benefits; monitoring HR360 employee training, skill development, and performance evaluations on regular basis, and implementing HR360 employee discipline when necessary.

7. Objectives and Measurements:

Fiscal Intermediary Objectives: All objectives, and descriptions of how objectives will be measured, are contained in the document entitled DPH Fiscal Intermediary Performance Objectives.

Service Objectives: These are administrative positions providing infrastructure support. Service deliverables measured in staff hours.

8. Continuous Quality Assurance and Improvement:

DPH staff will monitor contract compliance through the Business Office of Contract Compliance (BOCC), ensuring compliance with Health Commission policies, and all contractor requirements including, but not limited to, Harm Reduction, and Health Insurance Portability and Accountability Act (HIPAA). HR360's own CQI activities will monitor, enhance, and improve the quality of fiscal management and program services delivered.

9. Required Language: N/A.

1. **Program Name:** BHS Mental Health Services
Address: 1380 Howard Street
City, State, Zip: San Francisco, CA 94103
Telephone: 415-255-3400

Contractor Address: 1563 Mission Street
City, State, Zip: San Francisco, CA 94103

2. **Nature of Document:**

New Renewal Amendment Three

3. **Goal Statement:** HealthRIGHT 360 (HR360), in collaboration with the San Francisco Department of Public Health (DPH), will provide fiscal and human resource management services, subcontractors, consultants, and staff in support of Behavioral Health Services (BHS) Mental Health Services.

4. **Priority Population:** Clients served by DPH Behavioral Health Services.

5. **Modality(s)/Intervention(s):** HR360 will provide administrative support to subcontractors, consultants and staff engaged in the BHS Mental Health Services activities. HR360 is responsible for its subcontractors', consultants', and staff performance. Subcontractors, consultants, and staff will work toward the BHS Mental Health Services' goals in close collaboration with DPH staff. In addition, HR360 will use Generally Accepted Accounting Principles (GAAP) and the agency's own Accounting Policies and Procedures to:

- Protect the assets of the organization and of the contract;
- Ensure the maintenance of accurate records of HR360's financial activities;
- Provide a framework for HR360's financial decision making;
- Establish and enforce operating standards and behavioral expectations;
- Serve as a training resource for financial staff; and
- Ensure compliance with federal, state, local, and DPH legal, contractual, and reporting requirements.

6. **Methodology:**

HR360 will provide fiscal management/intermediary administrative services, subcontractors, consultants, and staff to support the BHS Mental Health Services team. This will be a collaborative project with close coordination with the DPH and the Behavioral Health Services Director.

Fiscal Management for this program consists of developing and monitoring the budget; managing employee payroll and benefits; managing programmatic expenditures such as invoice payments and travel reimbursements according to budget plan; executing contractual agreements and maintaining all program documentation as related to this.

contract. HR360 will also be responsible for compliance and adherence with the City and County of San Francisco fund management policies to ensure project success.

Staff Management for this program consists of primary human resource management processes and will be coordinated with the BHS Director. It will include managing HR360 employee benefits; monitoring HR360 employee training, skill development, and performance evaluations on regular basis, and implementing HR360 employee discipline when necessary.

7. Objectives and Measurements:

Fiscal Intermediary Objectives: All objectives, and descriptions of how objectives will be measured, are contained in the document entitled DPH Fiscal Intermediary Performance Objectives.

Service Objectives: These are administrative positions providing infrastructure support. Service deliverables measured in staff hours.

8. Continuous Quality Assurance and Improvement:

DPH staff will monitor contract compliance through the Business Office of Contract Compliance (BOCC), ensuring compliance with Health Commission policies, and all contractor requirements including, but not limited to, Harm Reduction, and Health Insurance Portability and Accountability Act (HIPAA). HR360's own CQI activities will monitor, enhance, and improve the quality of fiscal management and program services delivered.

9. Required Language: N/A.

1. **Program Name:** BHS Substance Use Disorder Services
Address: 1380 Howard Street
City, State, Zip: San Francisco, CA 94103
Telephone: 415-255-3400

Contractor Address: 1563 Mission Street
City, State, Zip: San Francisco, CA 94103

2. **Nature of Document:**

New Renewal Amendment Three

3. **Goal Statement:** HealthRIGHT 360 (HR360), in collaboration with the San Francisco Department of Public Health (DPH), will provide fiscal and human resource management services, subcontractors, consultants, and staff in support of Behavioral Health Services (BHS) Substance Use Disorder (SUD) services.

4. **Priority Population:** Substance Use Disorder clients served by DPH Behavioral Health Services.

5. **Modality(s)/Intervention(s):** HR360 will provide administrative support to subcontractors, consultants and staff engaged in the BHS SUD Services activities. HR360 is responsible for its subcontractors', consultants', and staff performance. Subcontractors, consultants, and staff will work toward the BHS SUD Services goals in close collaboration with DPH staff. In addition, HR360 will use Generally Accepted Accounting Principles (GAAP) and the agency's own Accounting Policies and Procedures to:

- Protect the assets of the organization and of the contract;
- Ensure the maintenance of accurate records of HR360's financial activities;
- Provide a framework for HR360's financial decision making;
- Establish and enforce operating standards and behavioral expectations;
- Serve as a training resource for financial staff; and
- Ensure compliance with federal, state, local, and DPH legal, contractual, and reporting requirements.

6. **Methodology:**

HR360 will provide fiscal management/intermediary administrative services, subcontractors, consultants, and staff to support the BHS SUD Services team. This will be a collaborative project with close coordination with the DPH and the Substance Use Disorder Services Director.

Fiscal Management for this program consists of developing and monitoring the budget; managing employee payroll and benefits; managing programmatic expenditures such as invoice payments and travel reimbursements according to budget plan; executing contractual agreements and maintaining all program documentation as related to this

contract. HR360 will also be responsible for compliance and adherence with the City and County of San Francisco fund management policies to ensure project success.

Staff Management for this program consists of primary human resource management processes and will be coordinated with the Substance Abuse Services Director. It will include managing HR360 employee benefits; monitoring HR360 employee training, skill development, and performance evaluations on regular basis, and implementing HR360 employee discipline when necessary.

7. Objectives and Measurements:

Fiscal Intermediary Objectives: All objectives, and descriptions of how objectives will be measured, are contained in the document entitled DPH Fiscal Intermediary Performance Objectives.

Service Objectives: These are administrative positions providing infrastructure support. Service deliverables measured in staff hours.

8. Continuous Quality Assurance and Improvement:

DPH staff will monitor contract compliance through the Business Office of Contract Compliance (BOCC), ensuring compliance with Health Commission policies, and all contractor requirements including, but not limited to, Harm Reduction, and Health Insurance Portability and Accountability Act (HIPAA). HR360's own CQI activities will monitor, enhance, and improve the quality of fiscal management and program services delivered.

9. Required Language: N/A.

1. **Program Name:** Community Oriented Primary Care (COPC) Services
Address: 25 Van Ness Avenue, Suite 500
City, State, Zip: San Francisco, CA 94102
Telephone: 415-437-6346

Contractor Address: 1563 Mission Street
City, State, Zip: San Francisco, CA 94103

2. **Nature of Document:**

New Renewal Amendment Three

3. **Goal Statement:** HealthRIGHT 360 (HR360), in collaboration with the San Francisco Department of Public Health (DPH), will provide fiscal and human resource management services, subcontractors, consultants, and staff in support of COPC services.

4. **Priority Population:** DPH shelter clients.

5. **Modality(s)/Intervention(s):** HR360 will provide administrative support to subcontractors, consultants and staff engaged in the COPC Services activities. HR360 is responsible for its subcontractors', consultants', and staff performance. Subcontractors, consultants, and staff will work toward the COPC Services' goals in close collaboration with DPH staff. In addition, HR360 will use Generally Accepted Accounting Principles (GAAP) and the agency's own Accounting Policies and Procedures to:

- Protect the assets of the organization and of the contract;
- Ensure the maintenance of accurate records of HR360's financial activities;
- Provide a framework for HR360's financial decision making;
- Establish and enforce operating standards and behavioral expectations;
- Serve as a training resource for financial staff; and
- Ensure compliance with federal, state, local, and DPH legal, contractual, and reporting requirements.

6. **Methodology:**

HR360 will provide fiscal management/intermediary administrative services, subcontractors, consultants, and staff to support COPC services. This will be a collaborative project with close coordination with the DPH and the Chief Operations Officer of COPC.

Fiscal Management for this program consists of developing and monitoring the budget; managing employee payroll and benefits; managing programmatic expenditures such as invoice payments and travel reimbursements according to budget plan; executing contractual agreements and maintaining all program documentation as related to this

contract. HR360 will also be responsible for compliance and adherence with the City and County of San Francisco fund management policies to ensure project success.

Staff Management for this program consists of primary human resource management processes and will be coordinated with the Chief Operations Officer of COPC. It will include managing HR360 employee benefits; monitoring HR360 employee training, skill development, and performance evaluations on regular basis, and implementing HR360 employee discipline when necessary.

7. Objectives and Measurements:

Fiscal Intermediary Objectives: All objectives, and descriptions of how objectives will be measured, are contained in the document entitled DPH Fiscal Intermediary Performance Objectives.

Service Objectives: These are administrative positions providing infrastructure support. Service deliverables measured in staff hours.

8. Continuous Quality Assurance and Improvement:

DPH staff will monitor contract compliance through the Business Office of Contract Compliance (BOCC), ensuring compliance with Health Commission policies, and all contractor requirements including, but not limited to, Harm Reduction, and Health Insurance Portability and Accountability Act (HIPAA). HR360's own CQI activities will monitor, enhance, and improve the quality of fiscal management and program services delivered.

9. Required Language: N/A.

1. **Program Name:** Project Homeless Connect
Address: 25 Van Ness Avenue, Suite 340
City, State, Zip: San Francisco, CA 94102
Telephone: 415-503-2123

Contractor Address: 1563 Mission Street
City, State, Zip: San Francisco, CA 94103

2. **Nature of Document:**

New Renewal Amendment Three

3. **Goal Statement:** HealthRIGHT 360 (HR360), in collaboration with the San Francisco Department of Public Health (DPH), will provide fiscal and human resource management services, subcontractors, consultants, and staff in support of the Project Homeless Connect (PHC) program.

4. **Priority Population:** Homeless individuals in San Francisco. PHC served over 5,000 individuals in the last fiscal year. Demographics overview:

- 60% between the ages of 25-55 years old
- 40% African-American, 30% Caucasian, 10% Latino, 7% Asian/Pacific Islander
- 70% Male 12% Veteran
- 50% self-identify as homeless

5. **Modality(s)/Intervention(s):** HR360 will provide administrative support to subcontractors, consultants and staff engaged in the PHC activities. HR360 is responsible for its subcontractors', consultants', and staff performance. Subcontractors, consultants, and staff will work toward PHC's goals in close collaboration with DPH staff. In addition, HR360 will use Generally Accepted Accounting Principles (GAAP) and the agency's own Accounting Policies and Procedures to:

- Protect the assets of the organization and of the contract;
- Ensure the maintenance of accurate records of HR360's financial activities;
- Provide a framework for HR360's financial decision making;
- Establish and enforce operating standards and behavioral expectations;
- Serve as a training resource for financial staff; and
- Ensure compliance with federal, state, local, and DPH legal, contractual, and reporting requirements.

6. **Methodology:**

HR360 will provide fiscal management/intermediary administrative services, subcontractors, consultants, and staff to support the PHC team. This will be a collaborative project with close coordination with the DPH and the PHC Director.

Fiscal Management for this program consists of developing and monitoring the budget; managing employee payroll and benefits; managing programmatic expenditures such

as invoice payments and travel reimbursements according to budget plan; executing contractual agreements and maintaining all program documentation as related to this contract. HR360 will also be responsible for compliance and adherence with the City and County of San Francisco fund management policies to ensure project success.

Staff Management for this program consists of primary human resource management processes and will be coordinated with the PHC Director. It will include managing HR360 employee benefits; monitoring HR360 employee training, skill development, and performance evaluations on regular basis, and implementing HR360 employee discipline when necessary.

7. Objectives and Measurements:

Fiscal Intermediary Objectives: All objectives, and descriptions of how objectives will be measured, are contained in the document entitled DPH Fiscal Intermediary Performance Objectives.

Service Objectives: These are administrative positions providing infrastructure support. Service deliverables measured in staff hours.

8. Continuous Quality Assurance and Improvement:

DPH staff will monitor contract compliance through the Business Office of Contract Compliance (BOCC), ensuring compliance with Health Commission policies, and all contractor requirements including, but not limited to, Harm Reduction, and Health Insurance Portability and Accountability Act (HIPAA). HR360's own CQI activities will monitor, enhance, and improve the quality of fiscal management and program services delivered.

9. Required Language: N/A.

- 1. Program Name:** San Francisco Street Violence Intervention and Prevention (SFSVIP)
Address: 150 Executive Park, Suite 1180
City, State, Zip: San Francisco, CA 94134
Telephone: 415-255-3400

Contractor Address: 1563 Mission Street
City, State, Zip: San Francisco, CA 94103

2. Nature of Document:

New Renewal Amendment Three

- 3. Goal Statement:** HealthRIGHT 360 (HR360), in collaboration with the Mayor's Office and the San Francisco Department of Public Health (DPH), will provide fiscal and human resource management services, subcontractors, consultants, and staff in support of the San Francisco Street Violence Intervention and Prevention (SFSVIP) program.
- 4. Priority Population:** At-risk, highly at-risk, and in-risk systems-involved youth ages 10-30. These youth may receive outreach services, diversion/intervention services or aftercare services as a result of hanging out in known hot spots, schools or community based altercations, support community events and wounding /violence incidence.
- 5. Modality(s)/Intervention(s):** HR360 will provide administrative support to subcontractors, consultants and staff engaged in the SFSVIP activities. HR360 is responsible for its subcontractors', consultants', and staff performance. Subcontractors, consultants, and staff will work toward SFSVIP's goals in close collaboration with DPH staff. In addition, HR360 will use Generally Accepted Accounting Principles (GAAP) and the agency's own Accounting Policies and Procedures to:
 - Protect the assets of the organization and of the contract;
 - Ensure the maintenance of accurate records of HR360's financial activities;
 - Provide a framework for HR360's financial decision making;
 - Establish and enforce operating standards and behavioral expectations;
 - Serve as a training resource for financial staff; and
 - Ensure compliance with federal, state, local, and DPH legal, contractual, and reporting requirements.
- 6. Methodology:** The SFSVIP program is a street outreach and crisis response program created to reduce and intervene in youth related street violence for the City and County of San Francisco. The program's vision is to successfully intervene and reduce youth related street violence by providing crisis response and street outreach to youth and young adults (ages 10 – 30) impacted by street violence. SFSVIP provides street outreach, crisis response, and community mobilization services.
- 7.**

HR360 will provide fiscal management/intermediary administrative services, subcontractors, consultants, and staff to support the SFSVIP team. This will be a collaborative project with close coordination with the DPH and the SFSVIP Program Director.

Fiscal Management for this program consists of developing and monitoring the budget; managing employee payroll and benefits; managing programmatic expenditures such as invoice payments and travel reimbursements according to budget plan; executing contractual agreements and maintaining all program documentation as related to this contract. HR360 will also be responsible for compliance and adherence with the City and County of San Francisco fund management policies to ensure project success.

Staff Management for this program consists of primary human resource management processes and will be coordinated with the SFSVIP Program Director. It will include managing HR360 employee benefits; monitoring HR360 employee training, skill development, and performance evaluations on regular basis, and implementing HR360 employee discipline when necessary.

8. Objectives and Measurements:

Fiscal Intermediary Objectives: All objectives, and descriptions of how objectives will be measured, are contained in the document entitled DPH Fiscal Intermediary Performance Objectives.

Service Objectives:

- 100 youth will receive SFSVIP referral services (RDA Data Summary)
- 85% of participants will receive at least one successful referral (RDA Data Summary)
- 150 youth will receive Intensive mentorship services (RDA Data Summary)
- The Crisis Response Manager will respond to 100% of the cases within the 30 days of a violent act perpetrated on an individual and will provide referral services to CRT, a mental health program in the community, to the District Attorney's Victims Services or an identified community based agency (RDA Report), if needed.
- 240 youth/young adults will receive conflict resolution mediations (RDA Report)

8. Continuous Quality Assurance and Improvement:

DPH staff will monitor contract compliance through the Business Office of Contract Compliance (BOCC), ensuring compliance with Health Commission policies, and all contractor requirements including, but not limited to, Harm Reduction, and Health Insurance Portability and Accountability Act (HIPAA). HR360's own CQI activities will monitor, enhance, and improve the quality of fiscal management and program services delivered.

9. Required Language: N/A.

**Appendix B
Calculation of Charges**

1. Method of Payment

A. Invoices furnished by CONTRACTOR under this Agreement must be in a form acceptable to the Contract Administrator and the CONTROLLER and must include the Contract Progress Payment Authorization number or Contract Purchase Number. All amounts paid by CITY to CONTRACTOR shall be subject to audit by CITY. The CITY shall make monthly payments as described below. Such payments shall not exceed those amounts stated in and shall be in accordance with the provisions of Section 5, COMPENSATION, of this Agreement.

Compensation for all SERVICES provided by CONTRACTOR shall be paid in the following manner. For the purposes of this Section, "General Fund" shall mean all those funds which are not Work Order or Grant funds. "General Fund Appendices" shall mean all those Appendices which include General Fund monies.

(1) Cost Reimbursement (Monthly Reimbursement for Actual Expenditures within Budget):

CONTRACTOR shall submit monthly invoices in the format attached, Appendix F, and in a form acceptable to the Contract Administrator, by the fifteenth (15th) calendar day of each month for reimbursement of the actual costs for SERVICES of the 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.

B. Final Closing Invoice

(1) Fee For Service Reimbursement:

A final closing invoice, clearly marked "FINAL," shall be submitted no later than forty-five (45) calendar days following the closing date of each fiscal year of the Agreement, and shall include only those SERVICES rendered during the referenced period of performance. If SERVICES are not invoiced during this period, all unexpended funding set aside for this Agreement will revert to CITY. CITY'S final reimbursement to the CONTRACTOR at the close of the Agreement period shall be adjusted to conform to actual units certified multiplied by the unit rates identified in Appendix B attached hereto, and shall not exceed the total amount authorized and certified for this Agreement.

(2) Cost Reimbursement:

A final closing invoice, clearly marked "FINAL," shall be submitted no later than forty-five (45) calendar days following the closing date of each fiscal year 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.

C. Payment shall be made by the CITY to CONTRACTOR at the address specified in the section entitled "Notices to Parties."

D. Upon the effective date of this Agreement, contingent upon prior approval by the CITY'S Department of Public Health of an invoice or claim submitted by Contractor, and of each year's revised Appendix A (Description of Services) and each year's revised Appendix B (Program Budget and Cost Reporting Data Collection Form), and within each fiscal year, the CITY agrees to make an initial payment to CONTRACTOR not to exceed twenty-five per cent (25%) of the General Fund and MHSA Fund of the CONTRACTOR'S allocation for the applicable fiscal year.



CONTRACTOR agrees that within that fiscal year, this initial payment shall be recovered by the CITY through a reduction to monthly payments to CONTRACTOR during the period of October 1 through March 31 of the applicable fiscal year, unless and until CONTRACTOR chooses to return to the CITY all or part of the initial payment for that fiscal year. The amount of the initial payment recovered each month shall be calculated by dividing the total initial payment for the fiscal year by the total number of months for recovery. Any termination of this Agreement, whether for cause or for convenience, will result in the total outstanding amount of the initial payment for that fiscal year being due and payable to the CITY within thirty (30) calendar days following written notice of termination from the CITY.

2. Program Budgets and Final Invoice

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

- Appendix B-1 CYF Care Management
- Appendix B-2 CYF Family Mosaic Project
- Appendix B-3 BHS MH Services
- Appendix B-4 BHS SUD Services
- Appendix B-5 COPC Services
- Appendix B-6 Project Homeless Connect
- Appendix B-7 Street Violence Intervention Project

B. *COMPENSATION*

Compensation shall be made in monthly payments on or before the 30th day after the DIRECTOR, in his or her sole discretion, has approved the invoice submitted by CONTRACTOR. The breakdown of costs and sources of revenue associated with this Agreement appears in Appendix B, Cost Reporting/Data Collection (CR/DC) and Program Budget, attached hereto and incorporated by reference as though fully set forth herein. The maximum dollar obligation of the CITY under the terms of this Agreement shall not exceed **Seventy-Nine Million Fifty-Eight Thousand Five Hundred Sixty Three Dollars (\$79,058,563)** for the period of **January 1, 2014 through December 31, 2023**.

CONTRACTOR understands that, of this maximum dollar obligation, **\$3,881,084** is included as a contingency amount and is neither to be used in Appendix B, Budget, or available to CONTRACTOR without a modification to this Agreement executed in the same manner as this Agreement or a revision to Appendix B, Budget, which has been approved by the Director of Health. 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 the Controller. CONTRACTOR agrees to fully comply with these laws, regulations, and policies/procedures.

(1) For each fiscal year of the term of this Agreement, CONTRACTOR shall submit for approval of the CITY's Department of Public Health a revised Appendix A, Description of Services, and a revised Appendix B, Program Budget and Cost Reporting Data Collection form, based on the CITY's allocation of funding for SERVICES for the appropriate fiscal year. CONTRACTOR shall create these Appendices in compliance with the instructions of the Department of Public Health. These Appendices shall apply only to the fiscal year for which they were created. These Appendices shall become part of this Agreement only upon approval by the CITY.

(2) CONTRACTOR understands that, of the maximum dollar obligation stated above, the total amount to be used in Appendix B, Budget and available to CONTRACTOR for the entire term of the contract is as follows, not withstanding that for each fiscal year, the amount to be used in Appendix B, Budget and available to CONTRACTOR

for that fiscal year shall conform with the Appendix A, Description of Services, and a Appendix B, Program Budget and Cost Reporting Data Collection form, as approved by the CITY's Department of Public Health based on the CITY's allocation of funding for SERVICES for that fiscal year.

Jan 1, 2014 to June 30, 2014	\$ 4,631,076
July 1, 2014 to June 30, 2015	\$ 9,375,630
July 1, 2015 to June 30, 2016	\$ 8,151,798
July 1, 2016 to June 30, 2017	\$ 8,129,134
July 1, 2017 to June 30, 2018	\$ 9,498,919
July 1, 2018 to June 30, 2019	\$ 6,097,112
July 1, 2019 to June 30, 2020	\$ 6,241,489
July 1, 2020 to June 30, 2021	\$ 6,389,284
July 1, 2021 to June 30, 2022	\$ 6,540,579
July 1, 2022 to June 30, 2023	\$ 6,695,457
July 1, 2023 to Dec 31, 2023	\$ 3,427,001
Subtotal Jan 1, 2014-Dec 31, 2023	\$ 75,177,479
Contingency Jan 1, 2014-Dec 31, 2023	\$ 3,881,084
TOTAL Jan 1, 2014-Dec 31, 2023	\$ 79,058,563

CONTRACTOR understands that the CITY may need to adjust sources of revenue and agrees that these needed adjustments will become part of this Agreement by written modification to CONTRACTOR. In event that such reimbursement is terminated or reduced, this Agreement shall be terminated or proportionately reduced accordingly. In no event will CONTRACTOR be entitled to compensation in excess of these amounts for these periods without there first being a modification of the Agreement or a revision to Appendix B, Budget, as provided for in this section of this Agreement.

3. Services of Attorneys

No invoices for Services provided by law firms or attorneys, including, without limitation, as subcontractors of Contractor, will be paid unless the provider received advance written approval from the City Attorney.

4. State or Federal Medi-Cal Revenues

A. CONTRACTOR understands and agrees that should the CITY'S maximum dollar obligation under this Agreement include State or Federal Medi-Cal revenues, CONTRACTOR shall expend such revenues in the provision of SERVICES to Medi-Cal eligible clients in accordance with CITY, State, and Federal Medi-Cal regulations. Should CONTRACTOR fail to expend budgeted Medi-Cal revenues herein, the CITY'S maximum dollar obligation to CONTRACTOR shall be proportionally reduced in the amount of such unexpended revenues. In no event shall State/Federal Medi-Cal revenues be used for clients who do not qualify for Medi-Cal reimbursement.

B. CONTRACTOR further understands and agrees that any State or Federal Medi-Cal funding in this Agreement subject to authorized Federal Financial Participation (FFP) is an estimate, and actual amounts will be determined based on actual services and actual costs, subject to the total compensation amount shown in this Agreement."

5. Reports and Services

No costs or 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 the DIRECTOR 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.

6. Monthly Financial Statements, Notification of Proposed Mergers and Notification of Intent to Sell or Lease 890 Hayes Street and/or 214 Haight Street.

In consideration of City's subordination of CONTRACTOR'S Seismic and Safety Loan Program liens on 890 Hayes Street and 214 Haight Street, in 2016, and as a material term of this Agreement, CONTRACTOR shall:

A. Comply with all CITY's asset management and reporting requirements, including, but not limited to, providing SFDPH with monthly financial statements to the Chief Financial Officer located at 101 Grove, Room 308, San Francisco, CA 94110.

B. Provide written notification to SFDPH of any proposed merger negotiations, and obtain City approval of any such proposed merger negotiations prior to executing any documents regarding an intent to enter into merger negotiations or an intent to merge. SFDPH shall respond within 30 days from the date that CONTRACTOR provides a merger plan to SFDPH.

C. Provide written notification to SFDPH and the Mayor's Office of Housing and Community Development no less than one hundred twenty (120) days prior to any intent to sell or lease CONTRACTOR's properties located at 890 Hayes Street and/or 214 Haight Street, and obtain City's prior written approval of any sale or lease of such properties. Within thirty (30) days of executing this Agreement, CONTRACTOR shall record a restrictive covenant against the properties located at 890 Hayes Street and 214 Haight Street setting forth City's rights and CONTRACTOR's obligations set forth in this Section 6(C).

Appendix B - DPH 1: Department of Public Health Contract Budget Summary

DHCS Legal Entity Number 00348

Contractor Name **HealthRIGHT 360 (Fiscal Intermediary)**

Contract ID Number 1000003037

Appendix Number	B-1	B-2	B-3	B-4	B-5	B-6	E
Provider Number	00038	00038	00038	See CRDC	n/a	n/a	See
Program Name	CYF Care Management	CYF Family Mosaic Project	BHS MH Services	BHS SUD Services	COPC Services	Project Homeless Connect	Street Intervention Prevention
Program Code	38CX	8957	n/a	See CRDC	n/a	n/a	n
Funding Term	7/1/18-6/30/19	7/1/18-6/30/19	7/1/18-6/30/19	7/1/18-6/30/19	7/1/18-6/30/19	7/1/18-6/30/19	7/1/18-
FUNDING USES							
Salaries & Employee Benefits	217,907	349,914	350,014	66,000	-	1,005,204	2,
Operating Expenses	-	2,341	19,500	168,726	35,000	79,631	
Capital Expenses	-	-	-	-	-	-	
Subtotal Direct Expenses	217,907	352,255	369,514	234,726	35,000	1,084,735	3,
Indirect Expenses	23,968	38,750	40,646	25,819	3,850	119,321	
Indirect %	11.0%	11.0%	11.0%	11.0%	11.0%	11.0%	11.
TOTAL FUNDING USES	241,875	391,005	410,160	260,545	38,850	1,204,056	3,
BHS MENTAL HEALTH FUNDING SOURCES							
MH Adult County General Fund	-	-	410,160	-	-	-	
MH MHSA (WET)	-	-	-	-	-	-	
MH CYF Family Mosaic Capitated Medi-Cal	-	139,725	-	-	-	-	
MH CYF County General Fund	181,875	112,198	-	-	-	-	
MH WO CFC First Five PTI	60,000	-	-	-	-	-	
MH Grant SAMHSA SOC Family Mosaic, CFDA 93.958	-	139,082	-	-	-	-	
TOTAL BHS MENTAL HEALTH FUNDING SOURCES	241,875	391,005	410,160	-	-	-	-
BHS SUBSTANCE USE DISORDER FUNDING SOURCES							
SUD County General Fund	-	-	-	260,545	-	-	
TOTAL BHS SUD FUNDING SOURCES	-	-	-	260,545	-	-	-
OTHER DPH FUNDING SOURCES							
COPC General Fund (Tom Waddell)	-	-	-	-	38,850	-	
HOM General Fund	-	-	-	-	-	1,204,056	
PH WO DCYF Children Community Response Network	-	-	-	-	-	-	3,
TOTAL OTHER DPH FUNDING SOURCES	-	-	-	-	38,850	1,204,056	3,
TOTAL DPH FUNDING SOURCES	241,875	391,005	410,160	260,545	38,850	1,204,056	3,
NON-DPH FUNDING SOURCES							
TOTAL NON-DPH FUNDING SOURCES	-	-	-	-	-	-	-
TOTAL FUNDING SOURCES (DPH AND NON-DPH)	241,875	391,005	410,160	260,545	38,850	1,204,056	3,
Prepared By Lola Wong					Phone Number 415-967-7047		

Appendix B - DPH 2: Department of Public Health Cost Reporting/Data Collection (CRDC)

Contractor Name **HealthRIGHT 360 (Fiscal Intermediary)**
 Provider Name **CYF Care Management**
 Provider Number **00038**

Fund

Program Name	CYF Care Management	CYF Care Management		
Program Code	38CX	38CX		
Mode/SFC (MH) or Modality (SUD)	60/78	60/78		
Service Description	SS-Other Non-MediCal Client Support Exp	SS-Other Non-MediCal Client Support Exp		
Funding Term	7/1/18-6/30/19	7/1/18-6/30/19		
FUNDING USES				
Salaries & Employee Benefits	163,852	54,055		
Operating Expenses	-	-		
Capital Expenses				
Subtotal Direct Expenses	163,852	54,055	-	
Indirect Expenses	18,023	5,945		
TOTAL FUNDING USES	181,875	60,000	-	
BHS MENTAL HEALTH FUNDING SOURCES	Dept Auth Proj Activity			
MH CYF County General Fund	251962-10000-10001670-0001	181,875		
MH WO CFC First Five PTI	251962-10002-10001800-0002		60,000	
TOTAL BHS MENTAL HEALTH FUNDING SOURCES		181,875	60,000	-
BHS SUD FUNDING SOURCES				
TOTAL BHS SUD FUNDING SOURCES		-	-	-
OTHER DPH FUNDING SOURCES				
TOTAL OTHER DPH FUNDING SOURCES		-	-	-
TOTAL DPH FUNDING SOURCES		181,875	60,000	-
NON-DPH FUNDING SOURCES				
TOTAL NON-DPH FUNDING SOURCES		-	-	-
TOTAL FUNDING SOURCES (DPH AND NON-DPH)		181,875	60,000	-
BHS UNITS OF SERVICE AND UNIT COST				
Number of Beds Purchased				
SUD Only - Number of Outpatient Group Counseling Sessions				
SUD Only - Licensed Capacity for Narcotic Treatment Programs				
Payment Method	Cost Reimbursement (CR)	Cost Reimbursement (CR)		
DPH Units of Service	3,901	1,619		
Unit Type	Staff Hour	Staff Hour		
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES Only)	\$ 46.63	\$ 37.06		
Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES)	\$ 46.63	\$ 37.06		
Published Rate (Medi-Cal Providers Only)				
Unduplicated Clients (UDC)	n/a	n/a		

Appendix B - DPH 4: Oper. Expenses Detail

Program Name CYF Care Management
 Program Code 38CX

Expense Categories & Line Items	TOTAL	CYF General Fund	CFC First Five PTI Work Order		
Funding Term	7/1/18-6/30/19	7/1/18-6/30/19	7/1/18-6/30/19		
rent	-	-	-		
Utilities (telephone, electricity, water, gas)	-	-	-		
Building Repair/Maintenance	-	-	-		
Occupancy Total:	-	-	-		
Office Supplies	-	-	-		
Photocopying	-	-	-		
Program Supplies	-	-	-		
Computer Hardware/Software	-	-	-		
Materials & Supplies Total:	-	-	-		
Training/Staff Development	-	-	-		
Insurance	-	-	-		
Professional License	-	-	-		
Permits	-	-	-		
Equipment Lease & Maintenance	-	-	-		
General Operating Total:	-	-	-		
Local Travel	-	-	-		
Out-of-Town Travel	-	-	-		
Field Expenses	-	-	-		
Staff Travel Total:	-	-	-		
	-	-	-		
Consultant/Subcontractor Total:	-	-	-		
	-	-	-		
Other Total:	-	-	-		
TOTAL OPERATING EXPENSE	-	-	-		

Appendix B - DPH 2: Department of Public Health Cost Reporting/Data Collection (CRDC)

Contractor Name **HealthRIGHT 360 (Fiscal Intermediary)**

Provider Name **CYF Family Mosaic Project**

Provider Number **00038**

Fundin

Program Name	CYF Family Mosaic Project	CYF Family Mosaic Project	CYF Family Mosaic Project	
Program Code	8957	8957	8957	
Mode/SFC/(MH) or Modality (SUD)	60/78	60/78	60/78	
Service Description	SS-Other Non-MediCal Client Support Exp	SS-Other Non-MediCal Client Support Exp	SS-Other Non-MediCal Client Support Exp	
Funding Term	7/1/18-6/30/19	7/1/18-6/30/19	7/1/18-6/30/19	
FUNDING USES				
Salaries & Employee Benefits	101,078	124,708	124,128	
Operating Expenses		1,170	1,171	
Capital Expenses				
Subtotal Direct Expenses	101,078	125,878	125,299	
Indirect Expenses	11,120	13,847	13,783	
TOTAL FUNDING USES	112,198	139,725	139,082	
BHS MENTAL HEALTH FUNDING SOURCES				
Dept/Auth/Proj/Activity				
MH CYF Family Mosaic Capitated Medi-Cal	251962-10000-10001794-0001	139,725		
MH CYF County General Fund	251962-10000-10001670-0001	112,198		
MH Grant SAMHSA SOC Family Mosaic, CFDA 93.958	251962-10001-10032564-0002		139,082	
TOTAL BHS MENTAL HEALTH FUNDING SOURCES	112,198	139,725	139,082	
BHS SUD FUNDING SOURCES				
TOTAL BHS SUD FUNDING SOURCES				
OTHER DPH FUNDING SOURCES				
TOTAL OTHER DPH FUNDING SOURCES				
TOTAL DPH FUNDING SOURCES	112,198	139,725	139,082	
NON-DPH FUNDING SOURCES				
TOTAL NON-DPH FUNDING SOURCES				
TOTAL FUNDING SOURCES (DPH AND NON-DPH)	112,198	139,725	139,082	
BHS UNITS OF SERVICE AND UNIT COST				
Number of Beds Purchased				
SUD Only - Number of Outpatient Group Counseling Sessions				
SUD Only - Licensed Capacity for Narcotic Treatment Programs				
	Cost Reimbursement (CR)	Cost Reimbursement (CR)	Cost Reimbursement (CR)	
Payment Method				
DPH Units of Service	1,065	3,570	2,725	
Unit Type	Staff Hour	Staff Hour	Staff Hour	
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES Only)	\$ 105.35	\$ 39.14	\$ 51.04	
Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES)	\$ 105.35	\$ 39.14	\$ 51.04	
Published Rate (Medi-Cal Providers Only)				
Unduplicated Clients (UDC)	n/a	n/a	n/a	

Appendix B - DPH 4: Operating Expenses Detail

Program Name: CYF Family Mosaic Project
 Program Code 8957

Expense Categories & Line Items	TOTAL	CYF General Fund	Family Mosaic Capitated Medi-Cal	SAMHSA SOC Family Mosaic Grant
Funding Term	7/1/18-6/30/19	7/1/18-6/30/19	7/1/18-6/30/19	7/1/18-6/30/19
Rent	-	-	-	-
Utilities (telephone, electricity, water, gas)	-	-	-	-
Building Repair/Maintenance	-	-	-	-
Occupancy Total:	-	-	-	-
Office Supplies	670	-	670	-
Photocopying	-	-	-	-
Program Supplies	1,171	-	-	1,171
Computer Hardware/Software	-	-	-	-
Materials & Supplies Total:	1,841	-	670	1,171
Training/Staff Development	-	-	-	-
Insurance	-	-	-	-
Professional License	-	-	-	-
Permits	-	-	-	-
Equipment Lease & Maintenance	-	-	-	-
General Operating Total:	-	-	-	-
Local Travel	-	-	-	-
Out-of-Town Travel	-	-	-	-
Field Expenses	500	-	500	-
Staff Travel Total:	500	-	500	-
Consultant/Subcontractor Total:	-	-	-	-
Other Total:	-	-	-	-
TOTAL OPERATING EXPENSE	2,341	-	1,170	1,171

Appendix B - DPH 2: Department of Public Health - Cost Reporting/Data Collection (CRDC)

Contractor Name **HealthRIGHT 360 (Fiscal Intermediary)**

Provider Name **BHS MH Services**

Provider Number **n/a**

Fund

Program Name	Sunnydale Community Facility	Medi-Cal Billing Clerks	Crisis Intervention	Whole Person Care
Program Code	n/a	n/a	n/a	n/a
Mode/SFC (MH) or Modality (SUD)	60/78	60/78	60/78	60/78
Service Description	SS-Other Non-MediCal Client Support Exp			
Funding Term	7/1/18-6/30/19	7/1/18-6/30/19	7/1/18-6/30/19	7/1/18-6/30/19
FUNDING USES				
Salaries & Employee Benefits	93,360	239,480	17,174	-
Operating Expenses	-	-	-	19,500
Capital Expenses	-	-	-	-
Subtotal Direct Expenses	93,360	239,480	17,174	19,500
Indirect Expenses	10,270	26,342	1,889	2,145
TOTAL FUNDING USES	103,630	265,822	19,063	21,645
BHS MENTAL HEALTH FUNDING SOURCE				
Dept Auth Proj Activity				
MH Adult County General Fund	251984-10000-10001792-0001	103,630	265,822	19,063
TOTAL BHS MENTAL HEALTH FUNDING SOURCES	103,630	265,822	19,063	21,645
BHS SUD FUNDING SOURCES				
TOTAL BHS SUD FUNDING SOURCES	-	-	-	-
OTHER DPH FUNDING SOURCES				
TOTAL OTHER DPH FUNDING SOURCES	-	-	-	-
TOTAL DPH FUNDING SOURCES	103,630	265,822	19,063	21,645
NON-DPH FUNDING SOURCES				
TOTAL NON-DPH FUNDING SOURCES	-	-	-	-
TOTAL FUNDING SOURCES (DPH AND NON-DPH)	103,630	265,822	19,063	21,645
BHS UNITS OF SERVICE AND UNIT COST				
Number of Beds Purchased				
SUD Only - Number of Outpatient Group Counseling Sessions				
SUD Only - Licensed Capacity for Narcotic Treatment Programs				
Payment Method	Cost Reimbursement (CR)	Cost Reimbursement (CR)	Cost Reimbursement (CR)	Cost Reimbursement (CR)
DPH Units of Service	1,840	9,200	221	156
Unit Type	Staff Hour	Staff Hour	Staff Hour	Staff Hour
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES Only)	\$ 56.32	\$ 28.89	\$ 86.34	\$ 138.75
Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES)	\$ 56.32	\$ 28.89	\$ 86.34	\$ 138.75
Published Rate (Medi-Cal Providers Only)				
Unduplicated Clients (UDC)	n/a	n/a	n/a	n/a

Appendix B - DPH 4: Operat. Expenses Detail

Program Name BHS MH Services
 Program Code n/a

Expense Categories & Line Items	TOTAL	Sunnydale Community Facility	Medi-Cal Billing Clerks	Crisis Intervention	Whole Person Care
	Funding Term	7/1/18-6/30/19	7/1/18-6/30/19	7/1/18-6/30/19	7/1/18-6/30/19
Utilities (telephone, electricity, water, gas)	-	-	-	-	-
Building Repair/Maintenance	-	-	-	-	-
Occupancy Total:	-	-	-	-	-
Office Supplies	-	-	-	-	-
Photocopying	-	-	-	-	-
Program Supplies	-	-	-	-	-
Computer Hardware/Software	-	-	-	-	-
Materials & Supplies Total:	-	-	-	-	-
Training/Staff Development	-	-	-	-	-
Insurance	-	-	-	-	-
Professional License	-	-	-	-	-
Permits	-	-	-	-	-
Equipment Lease & Maintenance	-	-	-	-	-
General Operating Total:	-	-	-	-	-
Local Travel	-	-	-	-	-
Out-of-Town Travel	-	-	-	-	-
Travel Expenses	-	-	-	-	-
Staff Travel Total:	-	-	-	-	-
Psychiatric Consultant	19,500	-	-	-	19,500
Consultant/Subcontractor Total:	19,500	-	-	-	19,500
Other Total:	-	-	-	-	-
TOTAL OPERATING EXPENSE	19,500	-	-	-	19,500

Appendix B - DPH 2: Department of Public Health Cost Reporting/Data Collection (CRDC)

Contractor Name **HealthRIGHT 360 (Fiscal Intermediary)**

Provider Name **BHS SUD Services**

Provider Number **383800 for OBOT & TAP; 383804 for Drug Court**

	Fund			
Program Name	OBOT Methadone Van	OBOT Harm Reduction Therapy Center	Drug Court Treatment Center (FI Close-out)	Treatment Access Program (FI Close-out)
Program Code	n/a	n/a	38041	n/a
Mode/SFC (MH) or Modality (SUD)	Supt-00	Supt-00	Supt-09	SecPrev-21
Service Description	County Admin, Mgmt, Support Services	County Admin, Mgmt, Support Services	SA-Support Alteration/ Renovation	SA-Sec Prev Referrals/Screening/Intake
Funding Term	7/1/18-6/30/19	7/1/18-6/30/19	7/1/18-6/30/19	7/1/18-6/30/19
FUNDING USES				
Salaries & Employee Benefits	-	-	-	66,000
Operating Expenses	57,622	46,604	48,000	16,500
Capital Expenses	-	-	-	-
Subtotal Direct Expenses	57,622	46,604	48,000	82,500
Indirect Expenses	6,338	5,126	5,280	9,071
TOTAL FUNDING USES	63,960	51,730	53,280	91,571
BHS MENTAL HEALTH FUNDING SOURCES				
TOTAL BHS MENTAL HEALTH FUNDING SOURCES				
BHS SUD FUNDING SOURCES				
SUD County General Fund	240646-10000-10001681-0003	63,960	51,730	53,280
TOTAL BHS SUD FUNDING SOURCES		63,960	51,730	53,280
OTHER DPH FUNDING SOURCES				
TOTAL OTHER DPH FUNDING SOURCES				
TOTAL DPH FUNDING SOURCES		63,960	51,730	53,280
NON-DPH FUNDING SOURCES				
TOTAL NON-DPH FUNDING SOURCES				
TOTAL FUNDING SOURCES (DPH AND NON-DPH)		63,960	51,730	53,280
BHS UNITS OF SERVICE AND UNIT COST				
Number of Beds Purchased				
SUD Only - Number of Outpatient Group Counseling Sessions				
SUD Only - Licensed Capacity for Narcotic Treatment Programs				
Payment Method	Cost Reimbursement (CR)	Cost Reimbursement (CR)	Cost Reimbursement (CR)	Cost Reimbursement (CR)
DPH Units of Service	12	345	1,066	1,830
Unit Type	Months	Hours	Hours	Hours
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES Only)	\$ 5,330.00	\$ 150.00	\$ 50.00	\$ 50.00
Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES)	\$ 5,330.00	\$ 150.00	\$ 50.00	\$ 50.00
Published Rate (Medi-Cal Providers Only)				
Unduplicated Clients (UDC)	n/a	n/a	n/a	n/a

Appendix B - DPH 4: Operating Expenses Detail

Program Name: BHS SUD Services
 Program Code: Sea CRDC

Expense Categories & Line Items	TOTAL	OBOT Methadone Van	OBOT Harm Reduction Therapy Center	Drug Court Treatment Center (FI Close-out)	Treatment Access Program (FI Close-out)
Funding Term	7/1/18-6/30/19	7/1/18-6/30/19	7/1/18-6/30/19	7/1/18-6/30/19	7/1/18-6/30/19
Rent	24,000			24,000	
Utilities (telephone, electricity, water, gas)	12,000			12,000	
Building Repair/Maintenance	12,000			12,000	
Occupancy Total:	48,000			48,000	
Office Supplies	3,000				3,000
Photocopying					
Program Supplies	3,000				3,000
Computer Hardware/Software					
Materials & Supplies Total:	6,000				6,000
Training/Staff Development	3,000				3,000
Insurance					
Professional License					
Permits					
Equipment Lease & Maintenance					
General Operating Total:	3,000				3,000
Local Travel	1,500				1,500
Out-of-Town Travel					
Field Expenses					
Staff Travel Total:	1,500				1,500
Harm Reduction Therapy Center	46,604		46,604		
Consultant/Subcontractor Total:	46,604		46,604		
Methadone Van Expenses	57,622	57,622			
Client Expenses	6,000				6,000
Other Total:	63,622	57,622			6,000
TOTAL OPERATING EXPENSE:	168,726	57,622	46,604	48,000	16,500

Appendix B - DPH 2: Department of Public Health Cost Reporting/Data Collection (CRDC)

Contractor Name **HealthRIGHT 360 (Fiscal Intermediary)**

Provider Name **COPC Services**

Provider Number **n/a**

Fund

Program Name	TWHC Shelter Nutritionist			
Program Code	n/a			
Mode/SFC (MH) or Modality (SUD)	n/a			
Service Description	n/a			
Funding Term	7/1/18-6/30/19			
FUNDING USES				
Salaries & Employee Benefits	-			
Operating Expenses	35,000			
Capital Expenses				
Subtotal Direct Expenses	35,000			
Indirect Expenses	3,850			
TOTAL FUNDING USES	38,850			
BHS MENTAL HEALTH FUNDING SOURCES				
TOTAL BHS MENTAL HEALTH FUNDING SOURCES				
BHS SUD FUNDING SOURCES				
TOTAL BHS SUD FUNDING SOURCES				
OTHER DPH FUNDING SOURCES				
Dept: Auth- Proj- Activity				
COPC General Fund (Tom Waddell)	251905-10000-10001993-0018	38,850		
TOTAL OTHER DPH FUNDING SOURCES		38,850		
TOTAL DPH FUNDING SOURCES		38,850		
NON-DPH FUNDING SOURCES				
TOTAL NON-DPH FUNDING SOURCES				
TOTAL FUNDING SOURCES (DPH AND NON-DPH)				
		38,850		
BHS UNITS OF SERVICE AND UNIT COST				
Number of Beds Purchased				
SUD Only - Number of Outpatient Group Counseling Sessions				
SUD Only - Licensed Capacity for Narcotic Treatment Programs				
Payment Method	Cost Reimbursement (CR)			
DPH Units of Service	n/a			
Unit Type	n/a			
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES Only)	n/a			
Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES)	n/a			
Published Rate (Medi-Cal Providers Only)	n/a			
Unduplicated Clients (UDC)	n/a			

Appendix B - DPH 4: Operat. Expenses Detail

Program Name COPC Services
 Program Code n/a

Expense Categories & Line Items	TOTAL	TWHC Shelter Nutritionist			
Funding Term	7/1/18-6/30/19	7/1/18-6/30/19			
nt	-	-			
ilities (telephone, electricity, water, gas)	-	-			
ilding Repair/Maintenance	-	-			
Occupancy Total:	-	-			
lice Supplies	-	-			
otocopying	-	-			
xgram Supplies	-	-			
mputer Hardware/Software	-	-			
Materials & Supplies Total:	-	-			
aining/Staff Development	-	-			
urance	-	-			
rofessional License	-	-			
mits	-	-			
quipment Lease & Maintenance	-	-			
General Operating Total:	-	-			
cal Travel	-	-			
ot-of-Town Travel	-	-			
id Expenses	-	-			
Staff Travel Total:	-	-			
elter Nutritionist	35,000	35,000			
Consultant/Subcontractor Total:	35,000	35,000			
Other Total:	-	-			
TOTAL OPERATING EXPENSE	35,000	35,000			

Appendix B - DPH 2: Department of Public Health Cost Reporting/Data Collection (CRDC)

Contractor Name **HealthRIGHT 360 (Fiscal Intermediary)**
 Provider Name **Project Homeless Connect**
 Provider Number **n/a**

		Funds		
Program Name	Project Homeless Connect			
Program Code	n/a			
Mode/SFC (MH) or Modality (SUD)	n/a			
Service Description	n/a			
Funding Term	7/1/18-6/30/19			
FUNDING USES				
Salaries & Employee Benefits	1,005,204			
Operating Expenses	79,531			
Capital Expenses				
Subtotal Direct Expenses	1,084,735	-	-	-
Indirect Expenses	119,321			
TOTAL FUNDING USES	1,204,056	-	-	-
BHS MENTAL HEALTH FUNDING SOURCES				
TOTAL BHS MENTAL HEALTH FUNDING SOURCES		-	-	-
BHS SUD FUNDING SOURCES				
TOTAL BHS SUD FUNDING SOURCES		-	-	-
OTHER DPH FUNDING SOURCES				
Dept-Auth-Proj-Activity				
HOM General Fund	203646-10000-10026740-0001	1,204,056		
TOTAL OTHER DPH FUNDING SOURCES		1,204,056	-	-
TOTAL DPH FUNDING SOURCES		1,204,056	-	-
NON-DPH FUNDING SOURCES				
TOTAL NON-DPH FUNDING SOURCES		-	-	-
TOTAL FUNDING SOURCES (DPH AND NON-DPH)		1,204,056	-	-
BHS UNITS OF SERVICE AND UNIT COST				
Number of Beds Purchased				
SUD Only - Number of Outpatient Group Counseling Sessions				
SUD Only - Licensed Capacity for Narcotic Treatment Programs				
Payment Method	Cost Reimbursement (CR)			
DPH Units of Service	n/a			
Unit Type	n/a			
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES Only)	n/a			
Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES)	n/a			
Published Rate (Medi-Cal Providers Only)	n/a			
Unduplicated Clients (UDC)	n/a			

Appendix B - DPH 4: Operating Expenses Detail

Program Name: Project Homeless Connect
 Program Code: n/a

Expense Categories & Line Items	TOTAL	Project Homeless Connect			
Funding Term	7/1/18-6/30/19	7/1/18-6/30/19			
Rent					
Utilities (telephone, electricity, water, gas)					
Building Repair/Maintenance	5,000	5,000			
Occupancy Total:	5,000	5,000			
Office Supplies	10,131	10,131			
Photocopying	13,000	13,000			
Program Supplies					
Computer Hardware/Software					
Materials & Supplies Total:	23,131	23,131			
Training/Staff Development	2,400	2,400			
Insurance					
Professional License					
Permits					
Equipment Lease & Maintenance					
General Operating Total:	2,400	2,400			
Local Travel	3,000	3,000			
Out-of-Town Travel	3,000	3,000			
Field Expenses					
Staff Travel Total:	6,000	6,000			
Consultant	3,500	3,500			
Delivery Driver	2,500	2,500			
Deliveries	5,000	5,000			
Consultant/Subcontractor Total:	11,000	11,000			
Food	8,000	8,000			
Meeting Expenses	10,000	10,000			
Special Events	10,000	10,000			
Care Van	4,000	4,000			
Other Total:	32,000	32,000			
TOTAL OPERATING EXPENSE	79,531	79,531			

Appendix B - DPH 2: Department of Public Health - Post Reporting/Data Collection (CRDC)

Contractor Name **HealthRIGHT 360 (Fiscal Intermediary)**
 Provider Name **Street Violence Intervention & Prevention**
 Provider Number **00038 for MH Adult & MHSA; n/a for PH WO**

A

Funding

Program Name	Street Violence Intervention & Prevention	Street Violence Intervention & Prevention	Street Violence Intervention & Prevention	
Program Code	n/a	n/a	n/a	
Mode/SFC (MH) or Modality (SUD)	6078	00-21	n/a	
Service Description	SS-Other Non-MediCal Client Support Exp	MHSA Administration	n/a	
Funding Term	7/1/18-6/30/19	7/1/18-6/30/19	7/1/18-6/30/19	
FUNDING USES				
Salaries & Employee Benefits	-	-	2,431,634	
Operating Expenses	21,538	90,230	655,356	
Capital Expenses				
Subtotal Direct Expenses	21,538	90,230	3,086,990	
Indirect Expenses	2,369	9,925	339,569	
TOTAL FUNDING USES	23,907	100,155	3,426,559	
BHS MENTAL HEALTH FUNDING SOURCES				
Dept-Auth-Proj-Activity				
MH Adult County General Fund	251984-10000-10001792-0001	23,907	83,575	
MH MHSA (WET)	251984-17156-10031199-0022		100,155	
TOTAL BHS MENTAL HEALTH FUNDING SOURCES	23,907	100,155	83,575	
BHS SUD FUNDING SOURCES				
TOTAL BHS SUD FUNDING SOURCES				
OTHER DPH FUNDING SOURCES				
Dept-Auth-Proj-Activity				
PH WO DCYF Children Community Response Network	251929-10002-10001976-0002		3,342,984	
TOTAL OTHER DPH FUNDING SOURCES			3,342,984	
TOTAL DPH FUNDING SOURCES	23,907	100,155	3,426,559	
NON-DPH FUNDING SOURCES				
TOTAL NON-DPH FUNDING SOURCES				
TOTAL FUNDING SOURCES (DPH AND NON-DPH)	23,907	100,155	3,426,559	
BHS UNITS OF SERVICE AND UNIT COST				
Number of Beds Purchased				
SUD Only - Number of Outpatient Group Counseling Sessions				
SUD Only - Licensed Capacity for Narcotic Treatment Programs				
Payment Method	Cost Reimbursement (CR)	Cost Reimbursement (CR)	Cost Reimbursement (CR)	
DPH Units of Service	4	1,002	n/a	
Unit Type	Client Day	Staff Hour	n/a	
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES Only)	\$ 5,976.75	\$ 100.00	n/a	
Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES)	\$ 5,976.75	\$ 100.00	n/a	
Published Rate (Medi-Cal Providers Only)				
Unduplicated Clients (UDC)	n/a	n/a	n/a	

Appendix B - DPH 4: Operati. Expenses Detail

Program Name Street Violence Intervention & Prevention
 Program Code n/a

Expense Categories & Line Items	TOTAL	MH Adult County General Fund	MH MESA (WET)	PH WO DCYF CCRN & MH GF WO CODB	
	Funding Term	7/1/18-6/30/19	7/1/18-6/30/19	7/1/18-6/30/19	7/1/18-6/30/19
	170,869			170,869	
ies (telephone, electricity, water, gas)	30,000			30,000	
ding Repair/Maintenance	6,000			6,000	
Occupancy Total:	206,869	-	-	206,869	-
se Supplies	12,000			12,000	
ocopying	-				
ram Supplies	35,000			35,000	
puter Hardware/Software	-				
Materials & Supplies Total:	47,000	-	-	47,000	-
ing/Staff Development	5,000			5,000	
rance	25,000			25,000	
essional License	-				
rits	-				
ment Lease & Maintenance	9,000			9,000	
General Operating Total:	39,000	-	-	39,000	-
il Travel	12,000			12,000	
of-Town Travel	-				
l Expenses	-				
Staff Travel Total:	12,000	-	-	12,000	-
unez PhD, Curriculum Developer	90,230		90,230		
uation Consultants	13,500			13,500	
mation Technology Consultants	10,000			10,000	
Consultant/Subcontractor Total:	113,730	-	90,230	23,500	-
le Expense	48,000			48,000	
p Production	-				
it Crisis	40,000			40,000	
it Bereavement	200,525	21,538		178,987	
it Incentives	60,000			60,000	
Other Total:	348,525	21,538	-	326,987	-
TOTAL OPERATING EXPENSE	767,124	21,538	90,230	655,356	-

Appendix B - DPH 6: Contract-Wide Indirect Detail

Contractor Name <u>HealthRIGHT 360 (Fiscal Intermediary)</u>	Page Number <u>1</u>
Contract ID Number <u>1000003037</u>	Fiscal Year <u>2018-19</u>
	Funding Notification Date <u>7/20/18</u>

1. SALARIES & EMPLOYEE BENEFITS

Position Title	FTE	Amount
Chief Executive Officer	0.232	31,183
Chief Financial Officer	0.256	28,153
Chief Information Officer	0.256	22,378
Chief Operating Officer	0.128	5,631
VP of Quality and Compliance	0.243	8,230
VP of Development	0.170	7,218
Research and Evaluation Director	0.161	7,281
Workforce Development Director	0.021	1,008
Controller	0.256	16,363
Grants Director	0.256	11,262
Budget Manager	0.110	5,587
Fiscal Projects Director	0.256	8,662
Budget/Fiscal Analyst	0.238	8,274
Payroll Manager	0.256	10,654
Budget Coordinator	0.256	7,218
General Ledger Accountant	0.048	1,545
Accounts Payable	0.507	14,413
Billing Specialist	0.256	8,662
Billing Assistant	0.256	5,831
Human Resources Director	0.126	4,964
Human Resources Analyst	0.256	7,218
Human Resources Coordinator	0.256	5,836
Electronic Medical Records Manager	0.254	7,147
EMR OPs Software Development Director	0.256	12,993
EMR Training and Data Analyst	0.176	4,010
Client Programmer II	0.063	2,416
IT Manager - Data Control	0.256	7,733
Senior IT Systems Analyst	0.142	4,618
IT Analyst	0.256	7,001
PC Support Analyst	0.256	7,001
IT Specialist - Data Specialist	0.282	5,248
IT Specialist - Data Entry	0.256	4,771
IT Specialist - Data Control	0.256	4,771
IT Data Analyst	0.089	1,751
Donations Manager	0.256	7,940
Travel Coordinator	0.128	3,866
Administrative Assistant	0.210	3,696
Procurement Manager	0.256	7,218
Driver/Procurement Assistant	0.047	886
Facility Operations Director	0.014	697
Transportation and Facility Manager	0.011	436
Maintenance Staff	0.058	1,059
	Subtotal:	8.322 322,829
	Employee Benefits:	31.0% 100,077
	Total Salaries and Employee Benefits:	422,906

2. OPERATING COSTS

Expenses	Amount
Rent	44,355
Utilities (Telephone, Electricity, Water, Gas)	15,947
Building Repair/Maintenance	1,340
Office Supplies	10,967
Insurance	20,769
Training/Staff Development	2,631
Staff Travel (Local & Out of Town)	17,099
Rental of Equipment	13,564
Payroll Service	4,747
IT Licenses	14,843
Program Licenses	35,049
	Total Operating Costs 181,311
	Total Indirect Costs 604,217

Appendix E
Business Associate Agreement



San Francisco Department of Public Health
Business Associate Agreement

This Business Associate Agreement (“BAA”) supplements and is made a part of the contract by and between the City and County of San Francisco, the Covered Entity (“CE”), and Contractor, the Business Associate (“BA”) (the “Agreement”). To the extent that the terms of the Agreement are inconsistent with the terms of this BAA, the terms of this BAA shall control.

RECITALS

A. CE, by and through the San Francisco Department of Public Health (“SFDPH”), wishes to disclose certain information to BA pursuant to the terms of the Agreement, some of which may constitute Protected Health Information (“PHI”) (defined below).

B. For purposes of the Agreement, CE requires Contractor, even if Contractor is also a covered entity under HIPAA, to comply with the terms and conditions of this BAA as a BA of CE.

C. CE and BA intend to protect the privacy and provide for the security of PHI disclosed to BA pursuant to the Agreement 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 111-00 (“the HITECH Act”), and regulations promulgated there under by the U.S. Department of Health and Human Services (the “HIPAA Regulations”) and other applicable laws, including, but not limited to, California Civil Code §§ 56, et seq., California Health and Safety Code § 1280.15, California Civil Code §§ 1798, et seq., California Welfare & Institutions Code §§5328, et seq., and the regulations promulgated there under (the “California Regulations”).

D. 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(a) and (e) and 164.504(e) of the Code of Federal Regulations (“C.F.R.”) and contained in this BAA.

E. BA enters into agreements with CE that require the CE to disclose certain identifiable health information to BA. The parties desire to enter into this BAA to permit BA to have access to such information and comply with the BA requirements of HIPAA, the HITECH Act, and the corresponding Regulations.

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

1. Definitions.

a. **Breach** means the unauthorized acquisition, access, use, or disclosure of PHI that compromises the security or privacy of such information, except where an unauthorized person to whom such information is disclosed would not reasonably have been able to retain such information, and shall have the meaning given to such term under the HITECH Act and HIPAA Regulations [42 U.S.C. Section 17921 and 45 C.F.R. Section 164.402], as well as California Civil Code Sections 1798.29 and 1798.82.



San Francisco Department of Public Health
Business Associate Agreement

b. **Breach Notification Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and D.

c. **Business Associate** is a person or entity that performs certain functions or activities that involve the use or disclosure of protected health information received from a covered entity, but other than in the capacity of a member of the workforce of such covered entity or arrangement, and 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.

d. **Covered Entity** means a health plan, a health care clearinghouse, or a health care provider who transmits any information in electronic form in connection with a transaction covered under HIPAA Regulations, and 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.

e. **Data Aggregation** means the combining of Protected Information by the BA with the Protected Information received by the BA in its capacity as a BA of another CE, to permit data analyses that relate to the health care operations of the respective covered entities, 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.

f. **Designated Record Set** means a group of records maintained by or for a CE, 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.

g. **Electronic Protected Health Information** means Protected Health Information that is maintained in or transmitted by electronic media and shall have the meaning given to such term under HIPAA and the HIPAA Regulations, including, but not limited to, 45 C.F.R. Section 160.103. For the purposes of this BAA, Electronic PHI includes all computerized data, as defined in California Civil Code Sections 1798.29 and 1798.82.

h. **Electronic Health Record** means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff, and shall have the meaning given to such term under the HITECH Act, including, but not limited to, 42 U.S.C. Section 17921.

i. **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.

j. **Privacy Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and E.

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



San Francisco Department of Public Health
Business Associate Agreement

Privacy Rule, including, but not limited to, 45 C.F.R. Sections 160.103 and 164.501. For the purposes of this BAA, PHI includes all medical information and health insurance information as defined in California Civil Code Sections 56.05 and 1798.82.

l. Protected Information shall mean PHI provided by CE to BA or created, maintained, received or transmitted by BA on CE's behalf.

m. Security Incident means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system, and shall have the meaning given to such term under the Security Rule, including, but not limited to, 45 C.F.R. Section 164.30

n. Security Rule shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and C.

o. Unsecured PHI means PHI that is not secured by a technology standard that renders PHI unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute, and 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) and 45 C.F.R. Section 164.402.

2. Obligations of Business Associate.

a. Attestations. Except when CE's data privacy officer exempts BA in writing, the BA shall complete the following forms, attached and incorporated by reference as though fully set forth herein, SFDPH Attestations for Privacy (Attachment 1) and Data Security (Attachment 2) within sixty (60) calendar days from the execution of the Agreement. If CE makes substantial changes to any of these forms during the term of the Agreement, the BA will be required to complete CE's updated forms within sixty (60) calendar days from the date that CE provides BA with written notice of such changes. BA shall retain such records for a period of seven years after the Agreement terminates and shall make all such records available to CE within 15 calendar days of a written request by CE.

b. User Training. The BA shall provide, and shall ensure that BA subcontractors, provide, training on PHI privacy and security, including HIPAA and HITECH and its regulations, to each employee or agent that will access, use or disclose Protected Information, upon hire and/or prior to accessing, using or disclosing Protected Information for the first time, and at least annually thereafter during the term of the Agreement. BA shall maintain, and shall ensure that BA subcontractors maintain, records indicating the name of each employee or agent and date on which the PHI privacy and security trainings were completed. BA shall retain, and ensure that BA subcontractors retain, such records for a period of seven years after the Agreement terminates and shall make all such records available to CE within 15 calendar days of a written request by CE.

c. Permitted Uses. BA may use, access, and/or disclose Protected Information only for the purpose of performing BA's obligations for, or on behalf of, the City and as permitted or required under the Agreement and BAA, or as required by law. Further, BA shall not use Protected Information in any manner that would constitute a



San Francisco Department of Public Health

Business Associate Agreement

violation of the Privacy Rule or the HITECH Act if so used by CE. However, BA may use Protected Information as necessary (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 relating to the Health Care Operations of CE [45 C.F.R. Sections 164.502, 164.504(e)(2), and 164.504(e)(4)(i)].

d. Permitted Disclosures. BA shall disclose Protected Information only for the purpose of performing BA's obligations for, or on behalf of, the City and as permitted or required under the Agreement and BAA, or as required by law. 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 as necessary (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 relating to 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 BAA and used or disclosed only 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, security incident or unauthorized uses or disclosures of the Protected Information in accordance with paragraph 2 (n) of this BAA, to the extent it has obtained knowledge of such occurrences [42 U.S.C. Section 17932; 45 C.F.R. Section 164.504(e)]. BA may disclose PHI to a BA that is a subcontractor and may allow the subcontractor to create, receive, maintain, or transmit Protected Information on its behalf, if the BA obtains satisfactory assurances, in accordance with 45 C.F.R. Section 164.504(e)(1), that the subcontractor will appropriately safeguard the information [45 C.F.R. Section 164.502(e)(1)(ii)].

e. Prohibited Uses and Disclosures. BA shall not use or disclose Protected Information other than as permitted or required by the Agreement and BAA, or as required by law. 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 Protected Information solely relates [42 U.S.C. Section 17935(a) and 45 C.F.R. Section 164.522(a)(1)(vi)]. 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), and the HIPAA regulations, 45 C.F.R. Section 164.502(a)(5)(ii); however, this prohibition shall not affect payment by CE to BA for services provided pursuant to the Agreement.

f. Appropriate Safeguards. BA shall take the appropriate security measures to protect the confidentiality, integrity and availability of PHI that it creates, receives, maintains, or transmits on behalf of the CE and shall prevent any use or disclosure of PHI other than as permitted by the Agreement or this BAA, including, but not limited to, administrative, physical and technical safeguards in accordance with the Security Rule, including, but not limited to, 45 C.F.R. Sections 164.306, 164.308, 164.310, 164.312, 164.314, 164.316, and 164.504(e)(2)(ii)(B). BA shall comply with the policies and procedures and documentation requirements of the Security Rule, including,



San Francisco Department of Public Health
Business Associate Agreement

but not limited to, 45 C.F.R. Section 164.316, and 42 U.S.C. Section 17931. BA is responsible for any civil penalties assessed due to an audit or investigation of BA, in accordance with 42 U.S.C. Section 17934(c).

g. Business Associate's Subcontractors and Agents. BA shall ensure that any agents and subcontractors that create, receive, maintain or transmit Protected Information on behalf of BA, agree in writing to the same restrictions and conditions that apply to BA with respect to such PHI and implement the safeguards required by paragraph 2.f. above with respect to Electronic PHI [45 C.F.R. Section 164.504(e)(2) through (e)(5); 45 C.F.R. Section 164.308(b)]. BA shall mitigate the effects of any such violation.

h. Accounting of Disclosures. Within ten (10) calendar days of a request by CE for an accounting of 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 and 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 and subcontractors for at least seven (7) 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. 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 [45 C.F.R. 164.528(b)(2)]. If an individual or an individual's representative submits a request for an accounting directly to BA or its agents or subcontractors, BA shall forward the request to CE in writing within five (5) calendar days.

i. Access to Protected Information. BA shall make Protected Information maintained by BA or its agents or subcontractors in Designated Record Sets available to CE for inspection and copying within (5) days of request by CE to enable CE to fulfill its obligations under state law [Health and Safety Code Section 123110] and 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 Protected Information in electronic format, BA shall provide such information in electronic format as necessary to enable CE to fulfill its obligations under the HITECH Act and HIPAA Regulations, including, but not limited to, 42 U.S.C. Section 17935(e) and 45 C.F.R. 164.524.

j. Amendment of Protected Information. Within ten (10) days of a request by CE for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, BA and its agents and subcontractors shall make such Protected Information available to CE for amendment and incorporate any such amendment or other documentation to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.526. If an individual requests an amendment of Protected Information directly from



San Francisco Department of Public Health

Business Associate Agreement

BA or its agents or subcontractors, BA must notify CE in writing within five (5) days of the request and of any approval or denial of amendment of Protected Information maintained by BA or its agents or subcontractors [45 C.F.R. Section 164.504(e)(2)(ii)(F)].

k. Governmental Access to Records. BA shall make its internal practices, books and records relating 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 HIPAA [45 C.F.R. Section 164.504(e)(2)(ii)(I)]. BA shall provide CE a copy of any Protected Information and other documents and records that BA provides to the Secretary concurrently with providing such Protected Information to the Secretary.

l. Minimum Necessary. BA, its agents and subcontractors shall request, use and disclose only the minimum amount of Protected Information necessary to accomplish the intended purpose of such use, disclosure, or request. [42 U.S.C. Section 17935(b); 45 C.F.R. Section 164.514(d)]. 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" to accomplish the intended purpose in accordance with HIPAA and HIPAA Regulations.

m. Data Ownership. BA acknowledges that BA has no ownership rights with respect to the Protected Information.

n. Notification of Breach. BA shall notify CE within 5 calendar days of any breach of Protected Information; any use or disclosure of Protected Information not permitted by the BAA; any Security Incident (except as otherwise provided below) related to Protected Information, and any use or disclosure of data in violation of any applicable federal or state laws by BA or its agents or subcontractors. The notification shall include, to the extent possible, the identification of each individual whose unsecured Protected Information has been, or is reasonably believed by the BA to have been, accessed, acquired, used, or disclosed, as well as any other available information that CE is required to include in notification to the individual, the media, the Secretary, and any other entity under the Breach Notification Rule and any other applicable state or federal laws, including, but not limited, to 45 C.F.R. Section 164.404 through 45 C.F.R. Section 164.408, at the time of the notification required by this paragraph or promptly thereafter as information becomes available. BA shall take (i) prompt corrective action to cure any deficiencies and (ii) any action pertaining to unauthorized uses or disclosures required by applicable federal and state laws. [42 U.S.C. Section 17921; 42 U.S.C. Section 17932; 45 C.F.R. 164.410; 45 C.F.R. Section 164.504(e)(2)(ii)(C); 45 C.F.R. Section 164.308(b)]

o. Breach Pattern or Practice by Business Associate's Subcontractors and Agents. Pursuant to 42 U.S.C. Section 17934(b) and 45 C.F.R. Section 164.504(e)(1)(iii), if the BA knows of a pattern of activity or practice of a subcontractor or agent that constitutes a material breach or violation of the subcontractor or agent's obligations under the Contract or this BAA, the BA must take reasonable steps to cure the breach or end the violation. If the steps are unsuccessful, the BA must terminate the contractual arrangement with its subcontractor or agent, if feasible. BA shall provide written notice to CE of any pattern of activity or practice of a subcontractor or agent that BA believes



San Francisco Department of Public Health
Business Associate Agreement

constitutes a material breach or violation of the subcontractor or agent's obligations under the Contract or this BAA 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.

3. Termination.

a. Material Breach. A breach by BA of any provision of this BAA, as determined by CE, shall constitute a material breach of the Agreement and this BAA and shall provide grounds for immediate termination of the Agreement and this BAA, any provision in the AGREEMENT to the contrary notwithstanding. [45 C.F.R. Section 164.504(e)(2)(iii).]

b. Judicial or Administrative Proceedings. CE may terminate the Agreement and this BAA, effective immediately, if (i) BA is named as 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 Agreement and this BAA for any reason, BA shall, at the option of CE, return or destroy all Protected Information that BA and its agents and 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 and satisfy the obligations of Section 2 of this BAA with respect to such information, and limit further use and disclosure of such PHI to those purposes that make the return or destruction of the information infeasible [45 C.F.R. Section 164.504(e)(2)(ii)(J)]. If CE elects destruction of the PHI, BA shall certify in writing to CE that such PHI has been destroyed in accordance with the Secretary's guidance regarding proper destruction of PHI.

d. Civil and Criminal Penalties. BA understands and agrees that it is subject to civil or criminal penalties applicable to BA for unauthorized use, access or disclosure of Protected Information in accordance with the HIPAA Regulations and the HITECH Act including, but not limited to, 42 U.S.C. 17934 (c).

e. Disclaimer. CE makes no warranty or representation that compliance by BA with this BAA, HIPAA, the HITECH Act, or the HIPAA Regulations or corresponding California law provisions 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.

4. 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 Agreement or this BAA may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, the HIPAA regulations and other applicable state or federal laws relating to the security or confidentiality of PHI. The parties understand and agree that CE must receive satisfactory



San Francisco Department of Public Health

Business Associate Agreement

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 BAA embodying written assurances consistent with the updated standards and requirements of HIPAA, the HITECH Act the HIPAA regulations or other applicable state or federal laws. CE may terminate the Agreement upon thirty (30) days written notice in the event (i) BA does not promptly enter into negotiations to amend the Agreement or this BAA when requested by CE pursuant to this section or (ii) BA does not enter into an amendment to the Agreement or this BAA providing assurances regarding the safeguarding of PHI that CE, in its sole discretion, deems sufficient to satisfy the standards and requirements of applicable laws.

5. Reimbursement for Fines or Penalties.

In the event that CE pays a fine to a state or federal regulatory agency, and/or is assessed civil penalties or damages through private rights of action, based on an impermissible access, use or disclosure of PHI by BA or its subcontractors or agents, then BA shall reimburse CE in the amount of such fine or penalties or damages within this (30) calendar days from City's written notice to BA of such fines, penalties or damages.

Attachment 1 – SFDPH Privacy Attestation, version 06-07-2017

Attachment 2 – SFDPH Data Security Attestation, version 06-07-2017

Office of Compliance and Privacy Affairs
San Francisco Department of Public Health
101 Grove Street, Room 330, San Francisco, CA 94102
Email: compliance.privacy@sfdph.org
Hotline (Toll-Free): 1-855-729-6040

Contractor Name:	Health Right 360 (FI)	Cont City
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PRIVACY ATTESTATION

INSTRUCTIONS: Contractors and Partners who receive or have access to health or medical information or electronic health record systems main form. Retain completed Attestations in your files for a period of 7 years. Be prepared to submit completed attestations, along with evidence related to do so by SFPDH.

Exceptions: If you believe that a requirement is Not Applicable to you, see instructions below in Section IV on how to request clarification.

I. All Contractors.

DOES YOUR ORGANIZATION...						
A	Have formal Privacy Policies that comply with the Health Insurance Portability and Accountability Act (HIPAA)?					
B	Have a Privacy Officer or other individual designated as the person in charge of investigating privacy breaches or related incidents?					
	If yes:	Name & Title:		Phone #		Email:
C	Require health information Privacy Training upon hire and annually thereafter for all employees who have access to health information? [Retain documentation of trainings for a period of 7 years.] [SFPDH privacy training materials are available for use; contact OCPA at 1-855-729-604]					
D	Have proof that employees have signed a form upon hire and annually thereafter, with their name and the date, acknowledging that they received health information privacy training? [Retain documentation of acknowledgement of trainings for a period of 7 years.]					
E	Have (or will have if/when applicable) Business Associate Agreements with subcontractors who create, receive, maintain, transmit, or access health information?					
F	Assure that staff who create, or transfer health information (via laptop, USB/thumb-drive, handheld), have prior supervisory authorization AND that health information is only transferred or created on encrypted devices approved by SFPDH Information Security staff?					

II. Contractors who serve patients/clients and have access to SFPDH PHI, must also complete this section.

If Applicable: DOES YOUR ORGANIZATION...						
G	Have (or will have if/when applicable) evidence that SFPDH Service Desk (628-206-SERV) was notified to de-provision employees who have SFPDH health information record systems within 2 business days for regular terminations and within 24 hours for terminations due to cause?					
H	Have evidence in each patient's / client's chart or electronic file that a Privacy Notice that meets HIPAA regulations was provided in the patient's preferred language? (English, Cantonese, Vietnamese, Tagalog, Spanish, Russian forms may be required and are available from SFPDH)					
I	Visibly post the Summary of the Notice of Privacy Practices in all six languages in common patient areas of your treatment facility?					
J	Document each disclosure of a patient's/client's health information for purposes other than treatment, payment, or operations?					
K	When required by law, have proof that signed authorization for disclosure forms (that meet the requirements of the HIPAA Privacy Rule) are obtained PRIOR to releasing a patient's/client's health information?					

III. ATTEST: Under penalty of perjury, I hereby attest that to the best of my knowledge the information herein is true and correct and that I am the authorized signatory for the Contractor listed above.

ATTESTED by Privacy Officer or designated person	Name: (print)		Signature	
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IV. *EXCEPTIONS: If you have answered "NO" to any question or believe a question is Not Applicable, please contact OCPA at 1-855-729-6043 or compliance.privacy@sfdph.org for a consultation. All "No" or "N/A" answers must be reviewed and approved by OCPA.

EXCEPTION(S) APPROVED by OCPA	Name (print)		Signature	
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Contractor Name:	Health Right 360 (FI)	Contractor City:
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DATA SECURITY ATTESTATION

INSTRUCTIONS: Contractors and Partners who receive or have access to health or medical information or electronic health record systems main form. Retain completed Attestations in your files for a period of 7 years. Be prepared to submit completed attestations, along with evidence related to do so by SFPDH.

Exceptions: If you believe that a requirement is Not Applicable to you, see instructions in Section III below on how to request clarification.

I. All Contractors.

DOES YOUR ORGANIZATION...					
A	Conduct assessments/audits of your data security safeguards to demonstrate and document compliance with your security policies and the requirements of HIPAA/HITECH at least every two years? [Retain documentation for a period of 7 years]				
B	Use findings from the assessments/audits to identify and mitigate known risks into documented remediation plans?				
	Date of last Data Security Risk Assessment/Audit:				
	Name of firm or person(s) who performed the Assessment/Audit and/or authored the final report:				
C	Have a formal Data Security Awareness Program?				
D	Have formal Data Security Policies and Procedures to detect, contain, and correct security violations that comply with the Health Insurance and Accountability Act (HIPAA) and the Health Information Technology for Economic and Clinical Health Act (HITECH)?				
E	Have a Data Security Officer or other individual designated as the person in charge of ensuring the security of confidential information?				
	If yes:	Name & Title:	Phone #	Email:	
F	Require Data Security Training upon hire and annually thereafter for all employees who have access to health information? [Retain documentation trainings for a period of 7 years.] [SFPDH data security training materials are available for use; contact OCPA at 1-855-729-6040.]				
G	Have proof that employees have signed a form upon hire and annually, or regularly, thereafter, with their name and the date, acknowledging they have received data security training? [Retain documentation of acknowledgement of trainings for a period of 7 years.]				
H	Have (or will have if/when applicable) Business Associate Agreements with subcontractors who create, receive, maintain, transmit, or access health information?				
I	Have (or will have if/when applicable) a diagram of how SFPDH data flows between your organization and subcontractors or vendors (including users, access methods, on-premise data hosts, processing systems, etc.)?				

II. ATTEST: Under penalty of perjury, I hereby attest that to the best of my knowledge the information herein is true and correct and that I bind Contractor listed above.

ATTESTED by Data Security Officer or designated person	Name: (print)		Signature
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III. *EXCEPTIONS: If you have answered "NO" to any question or believe a question is Not Applicable, please contact OCPA at 1-855-729-6040 or compliance.privacy@sfdph.org for a consultation. All "No" or "N/A" answers must be reviewed and approved by OCPA.

EXCEPTION(S) APPROVED by OCPA	Name (print)		Signature
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Appendix F
Invoice

COST REIMBURSEMENT INVOICE
COST REIMBURSEMENT INVOICE

Appendix F
PAGE A

Control Number

Contractor: HealthRIGHT360 - FI

Address: 1735 Mission St., San Francisco, CA 94103

Tel. No.: (415) 692-8225
 Fax No.: (415)



Funding Term: 07/01/2018 - 06/30/2019

PHP Division: Behavioral Health Services

INVOICE NUMBER: M25 JL 18

Ct.Blanket No.: BPHM TBD

Ct. PO No.: POHM TBD

Fund Source: MH County - General Fund CYF

Invoice Period: July 2018

Final Invoice: _____ (Check if Yes)

ACE Control Number: _____

Program/Exhibit	TOTAL CONTRACTED		DELIVERED THIS PERIOD		DELIVERED TO DATE		% OF TOTAL		REMAINING DELIVERABLES		% OF TOTAL	
	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC
B-1 CYF Care Management PC# - 38CX - (HMHMCP751594) 251962-10000-0001-10001670												
60/78 Other Non-Medical Client Support Exp	3,901		650		650		17%		3,251		83%	

Unduplicated Counts for AIDS Use Only.

Description	BUDGET	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
Total Salaries	\$ 124,868.00	\$ -	\$ -	0.00%	\$ 124,868.00
Fringe Benefits	\$ 38,984.00	\$ -	\$ -	0.00%	\$ 38,984.00
Total Personnel Expenses	\$ 163,852.00	\$ -	\$ -	0.00%	\$ 163,852.00
Operating Expenses					
Occupancy	\$ -	\$ -	\$ -	0.00%	\$ -
Materials and Supplies	\$ -	\$ -	\$ -	0.00%	\$ -
General Operating	\$ -	\$ -	\$ -	0.00%	\$ -
Staff Travel	\$ -	\$ -	\$ -	0.00%	\$ -
Consultant/Subcontractor	\$ -	\$ -	\$ -	0.00%	\$ -
Other	\$ -	\$ -	\$ -	0.00%	\$ -
Total Operating Expenses	\$ -	\$ -	\$ -	0.00%	\$ -
Capital Expenditures	\$ -	\$ -	\$ -	0.00%	\$ -
TOTAL DIRECT EXPENSES	\$ 163,852.00	\$ -	\$ -	0.00%	\$ 163,852.00
Indirect Expenses	\$ 18,023.00	\$ -	\$ -	0.00%	\$ 18,023.00
TOTAL EXPENSES	\$ 181,875.00	\$ -	\$ -	0.00%	\$ 181,875.00
Less: Initial Payment Recovery					
Other Adjustments (DPH use only)					
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 contract approved 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: _____

Printed Name: _____

Title: _____

Phone: _____

Send to:
 Behavioral Health Services-Budget/ Invoice Analyst
 1380 Howard St., 4th Floor
 San Francisco, CA 94103

DPH Authorization for Payment

 Authorized Signatory

 Date

**DEPARTMENT OF PUBLIC HEALTH CONTRACTOR
COST REIMBURSEMENT INVOICE**

Appendix F
PAGE A

Control Number

Contractor: HealthRIGHT360 - FI

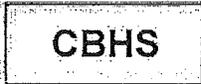
Address: 1735 Mission St., San Francisco, CA 94103

Tel. No.: (415) 692-8225

Fax No.: (415)

Funding Term: 07/01/2018-06/30/2019

PHP Division: Behavioral Health Services



INVOICE NUMBER: M44 JL 18

Ct. Blanket No.: BPHM TBD

Ct. PO No.: POHM TBD

Fund Source: MH W.O. CFC MH First Five PTI

Invoice Period: July 2018

Final Invoice: _____ (Check if Yes)

ACE Control Number: _____

Program/Exhibit	TOTAL CONTRACTED		DELIVERED THIS PERIOD		DELIVERED TO DATE		% OF TOTAL		REMAINING DELIVERABLES		% OF TOTAL	
	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC
B-1 CBHS CYF Care Management PC# - 38CX - (HMHMCHPTINWO) 251962-10002-0002-10001800												
60/ 78 Other Non-Medical Client Support Exp.	1,619						0%		1,619		100%	

Unduplicated Counts for AIDS Use Only.

Description	BUDGET	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
Total Salaries	\$ 41,194.00	\$ -	\$ -	0.00%	\$ 41,194.00
Fringe Benefits	\$ 12,861.00	\$ -	\$ -	0.00%	\$ 12,861.00
Total Personnel Expenses	\$ 54,055.00	\$ -	\$ -	0.00%	\$ 54,055.00
Operating Expenses					
Occupancy	\$ -	\$ -	\$ -	0.00%	\$ -
Materials and Supplies	\$ -	\$ -	\$ -	0.00%	\$ -
General Operating	\$ -	\$ -	\$ -	0.00%	\$ -
Staff Travel	\$ -	\$ -	\$ -	0.00%	\$ -
Consultant/Subcontractor	\$ -	\$ -	\$ -	0.00%	\$ -
Other:	\$ -	\$ -	\$ -	0.00%	\$ -
Total Operating Expenses	\$ -	\$ -	\$ -	0.00%	\$ -
Capital Expenditures	\$ -	\$ -	\$ -	0.00%	\$ -
TOTAL DIRECT EXPENSES	\$ 54,055.00	\$ -	\$ -	0.00%	\$ 54,055.00
Indirect Expenses	\$ 5,945.00	\$ -	\$ -	0.00%	\$ 5,945.00
TOTAL EXPENSES	\$ 60,000.00	\$ -	\$ -	0.00%	\$ 60,000.00
Less: Initial Payment Recovery					
Other Adjustments (DPH use only)					
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 contract approved 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: _____

Printed Name: _____

Title: _____

Phone: _____

Send to:
Community Programs Budget/ Invoice Analyst
1380 Howard St., 4th Floor
San Francisco, CA 94103

DPH Authorization for Payment

Authorized Signatory

Date

**DEPARTMENT OF PUBLIC HEALTH CONTRACTOR
COST REIMBURSEMENT INVOICE**

Appendix F
PAGE A

Control Number

Contractor: HealthRIGHT360 - FI

Address: 1735 Mission St., San Francisco, CA 94103

Tel. No.: (415) 692-8225
Fax No.: (415)



Funding Term: 07/01/2018 - 06/30/2019

PHP Division: Behavioral Health Services

INVOICE NUMBER: M29 JL 18

Ct. Blanket No.: BPHM TBD
User Cd

Ct. PO No.: POHM TBD

Fund Source: MH State - Fam Mosaic Cap Medi-Cal

Invoice Period: July 2018

Final Invoice: (Check If Yes)

ACE Control Number:

Program/Exhibit	TOTAL CONTRACTED		DELIVERED THIS PERIOD		DELIVERED TO DATE		% OF TOTAL		REMAINING DELIVERABLES		% OF TOTAL	
	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC
B-2 CYF Family Mosaic Project PC# - 8957-(HMHMCP8828CH) 251962-10000-0001-10001794												
60/78 Other Non-MediCal Client Support Exp	3,570						0%		3,570		100%	

Unduplicated Counts for AIDS Use Only.

Description	BUDGET	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
Total Salaries	\$ 97,276.00	\$ -	\$ -	0.00%	\$ 97,276.00
Fringe Benefits	\$ 27,432.00	\$ -	\$ -	0.00%	\$ 27,432.00
Total Personnel Expenses	\$ 124,708.00	\$ -	\$ -	0.00%	\$ 124,708.00
Operating Expenses					
Occupancy	\$ -	\$ -	\$ -	0.00%	\$ -
Materials and Supplies	\$ 670.00	\$ -	\$ -	0.00%	\$ 670.00
General Operating	\$ -	\$ -	\$ -	0.00%	\$ -
Staff Travel	\$ 500.00	\$ -	\$ -	0.00%	\$ 500.00
Consultant/Subcontractor	\$ -	\$ -	\$ -	0.00%	\$ -
Other: Materials and Supplies	\$ -	\$ -	\$ -	0.00%	\$ -
Total Operating Expenses	\$ 1,170.00	\$ -	\$ -	0.00%	\$ 1,170.00
Capital Expenditures	\$ -	\$ -	\$ -	0.00%	\$ -
TOTAL DIRECT EXPENSES	\$ 125,878.00	\$ -	\$ -	0.00%	\$ 125,878.00
Indirect Expenses	\$ 13,847.00	\$ -	\$ -	0.00%	\$ 13,847.00
TOTAL EXPENSES	\$ 139,725.00	\$ -	\$ -	0.00%	\$ 139,725.00
Less: Initial Payment Recovery					
Other Adjustments (DPH use only)					
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 contract approved 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: _____

Printed Name: _____

Title: _____

Phone: _____

Send to:
Behavioral Health Services-Budget/ Invoice Analyst
1380 Howard St., 4th Floor
San Francisco, CA 94103

DPH Authorization for Payment

Authorized Signatory

Date

**DEPARTMENT OF PUBLIC HEALTH CONTRACTOR
COST REIMBURSEMENT INVOICE**

Appendix F
PAGE A

Control Number

INVOICE NUMBER: M46 JL 18

Ct. Blanket No.: BPHM TBD

Ct. PO No.: POHM TBD

Fund Source: MH County - General Fund CYF

Invoice Period: July 2018

Final Invoice: (Check if Yes)

ACE Control Number:

Contractor: HealthRIGHT360 - FI

Address: 1735 Mission St., San Francisco, CA 94103

Tel. No.: (415) 692-8225

Fax No.: (415)

BHS

Funding Term: 07/01/2018 - 06/30/2019

PHP Division: Behavioral Health Services

Program/Exhibit	TOTAL CONTRACTED		DELIVERED THIS PERIOD		DELIVERED TO DATE		% OF TOTAL		REMAINING DELIVERABLES		% OF TOTAL	
	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC
B-2 CYF Family Mosaic Project PC# - 8957 - (HMHMCP751594) 251952-10000-0001-10001670												
60/ 78 Other Non-Medical Client Support Exp	1,065						0%		1,065		100%	

Unduplicated Counts for AIDS Use Only.

Description	BUDGET	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
Total Salaries	\$ 78,844.00	\$ -	\$ -	0.00%	\$ 78,844.00
Fringe Benefits	\$ 22,234.00	\$ -	\$ -	0.00%	\$ 22,234.00
Total Personnel Expenses	\$ 101,078.00	\$ -	\$ -	0.00%	\$ 101,078.00
Operating Expenses:					
Occupancy	\$ -	\$ -	\$ -	0.00%	\$ -
Materials and Supplies	\$ -	\$ -	\$ -	0.00%	\$ -
General Operating	\$ -	\$ -	\$ -	0.00%	\$ -
Staff Travel	\$ -	\$ -	\$ -	0.00%	\$ -
Consultant/Subcontractor	\$ -	\$ -	\$ -	0.00%	\$ -
Other	\$ -	\$ -	\$ -	0.00%	\$ -
Total Operating Expenses	\$ -	\$ -	\$ -	0.00%	\$ -
Capital Expenditures	\$ -	\$ -	\$ -	0.00%	\$ -
TOTAL DIRECT EXPENSES	\$ 101,078.00	\$ -	\$ -	0.00%	\$ 101,078.00
Indirect Expenses	\$ 11,120.00	\$ -	\$ -	0.00%	\$ 11,120.00
TOTAL EXPENSES	\$ 112,198.00	\$ -	\$ -	0.00%	\$ 112,198.00
Less: Initial Payment Recovery					
Other Adjustments (DPH use only)					
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 contract approved 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: _____

Printed Name: _____

Title: _____

Phone: _____

Send to:
Behavioral Health Services-Budget/ Invoice Analyst
1380 Howard St., 4th Floor
San Francisco, CA 94103

DPH Authorization for Payment

Authorized Signatory

Date

**CEERT 06-21
COST REIMBURSEMENT INVOICE**

Appendix F
PAGE A

Control Number

[Empty Box]

INVOICE NUMBER: M28 JL 18

Ct. Blanket No.: BPHM TBD

User Cd

Ct. PO No.: POHM TBD

Fund Source: MH State - SAMHSA FMP Grant

Invoice Period: July 2018

Final Invoice: (Check if Yes)

ACE Control Number: [Empty Box]

Contractor: HealthRIGHT360 - FI

Address: 1735 Mission St., San Francisco, CA 94103

Tel. No.: (415) 692-8225

Fax No.: (415)

CBHS

Funding Term: 07/01/2018 - 06/30/2019

PHP Division: Behavioral Health Services

Program/Exhibit	TOTAL CONTRACTED		DELIVERED THIS PERIOD		DELIVERED TO DATE		% OF TOTAL		REMAINING DELIVERABLES		% OF TOTAL	
	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC
B-2 CYF Family Mosaic Project PC# - 8957 - (HMM007-1802)		251962	10001	0003	10029548							
60/78 Other Non-Medical Client		2,725						0%		2,725		100%
Support Exp												

Unduplicated Counts for AIDS Use Only.

Description	BUDGET	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
Total Salaries	\$ 96,824.00	\$ -	\$ -	0.00%	\$ 96,824.00
Fringe Benefits	\$ 27,304.00	\$ -	\$ -	0.00%	\$ 27,304.00
Total Personnel Expenses	\$ 124,128.00	\$ -	\$ -	0.00%	\$ 124,128.00
Operating Expenses					
Occupancy	\$ -	\$ -	\$ -	0.00%	\$ -
Materials and Supplies	\$ 1,171.00	\$ -	\$ -	0.00%	\$ 1,171.00
General Operating	\$ -	\$ -	\$ -	0.00%	\$ -
Staff Travel	\$ -	\$ -	\$ -	0.00%	\$ -
Consultant/Subcontractor	\$ -	\$ -	\$ -	0.00%	\$ -
Other	\$ -	\$ -	\$ -	0.00%	\$ -
Total Operating Expenses	\$ 1,171.00	\$ -	\$ -	0.00%	\$ 1,171.00
Capital Expenditures	\$ -	\$ -	\$ -	0.00%	\$ -
TOTAL DIRECT EXPENSES	\$ 125,299.00	\$ -	\$ -	0.00%	\$ 125,299.00
Indirect Expenses	\$ 13,783.00	\$ -	\$ -	0.00%	\$ 13,783.00
TOTAL EXPENSES	\$ 139,082.00	\$ -	\$ -	0.00%	\$ 139,082.00
Less: Initial Payment Recovery					
Other Adjustments (DPH use only)					
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 contract approved 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: _____

Printed Name: _____

Title: _____

Phone: _____

Send to:
Behavioral Health Services-Budget/ Invoice Analyst
1380 Howard St., 4th Floor
San Francisco, CA 94103

DPH Authorization for Payment

Authorized Signatory

Date

**DEPARTMENT OF PUBLIC HEALTH CONTRACTOR
COST REIMBURSEMENT INVOICE**

Appendix F
PAGE A

Control Number

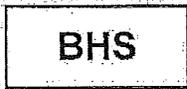
[Empty Box]

Contractor: HealthRIGHT360 - FI

Address: 1735 Mission St., San Francisco, CA 94103

Tel. No.: (415) 692-8225

Fax No.: (415)



Funding Term: 07/01/2018 - 06/30/2019

PHP Division: Behavioral Health Services

INVOICE NUMBER: M50 JL 18

Ct. Blanket No.: BPHM TBD

User Cd

CL PO No.: POHM TBD

Fund Source: MH County - General Fund

Invoice Period: July 2018

Final Invoice: (Check if Yes)

ACE Control Number:

Program/Exhibit	TOTAL CONTRACTED		DELIVERED THIS PERIOD		DELIVERED TO DATE		% OF TOTAL		REMAINING DELIVERABLES		% OF TOTAL	
	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC
B-3 Medi-Cal Billing Clerks - (HMHMCC730515)	251984	10000	0001	10001792								
60/ 78 Other Non-Medical Client Support Exp	9,200						0%		9,200		100%	

Unduplicated Counts for AIDS Use Only.

Description	10,541	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
Total Salaries	\$ 186,802.00	\$ -	\$ -	0.00%	\$ 186,802.00
Fringe Benefits	\$ 52,678.00	\$ -	\$ -	0.00%	\$ 52,678.00
Total Personnel Expenses	\$ 239,480.00	\$ -	\$ -	0.00%	\$ 239,480.00
Operating Expenses					
Occupancy	\$ -	\$ -	\$ -	0.00%	\$ -
Materials and Supplies	\$ -	\$ -	\$ -	0.00%	\$ -
General Operating	\$ -	\$ -	\$ -	0.00%	\$ -
Staff Travel	\$ -	\$ -	\$ -	0.00%	\$ -
Consultant/Subcontractor	\$ -	\$ -	\$ -	0.00%	\$ -
+	\$ -	\$ -	\$ -	0.00%	\$ -
	\$ -	\$ -	\$ -	0.00%	\$ -
Total Operating Expenses	\$ -	\$ -	\$ -	0.00%	\$ -
Capital Expenditures	\$ -	\$ -	\$ -	0.00%	\$ -
TOTAL DIRECT EXPENSES	\$ 239,480.00	\$ -	\$ -	0.00%	\$ 239,480.00
Indirect Expenses	\$ 26,342.00	\$ -	\$ -	0.00%	\$ 26,342.00
TOTAL EXPENSES	\$ 265,822.00	\$ -	\$ -	0.00%	\$ 265,822.00
Less: Initial Payment Recovery					
Other Adjustments (DPH use only)					
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 contract approved 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: _____

Printed Name: _____

Title: _____

Phone: _____

Send to:
Behavioral Health Services-Budget/ Invoice Analyst
1380 Howard St., 4th Floor
San Francisco, CA 94103

DPH Authorization for Payment

Authorized Signatory

Date

**DEPARTMENT OF PUBLIC HEALTH CONTRACTOR
COST REIMBURSEMENT INVOICE**

Appendix F
PAGE A

Control Number

[]

Contractor: HealthRIGHT360 - FI

Address: 1735 Mission St., San Francisco, CA 94103

Tel. No.: (415) 692-8225
Fax No.: (415)



Funding Term: 07/01/2018 - 06/30/2019

PHP Division: Behavioral Health Services

INVOICE NUMBER: M27 JL 18

Cl. Blanket No.: BPHM TBD

User Cd

Cl. PO No.: POHM TBD

Fund Source: MH County - General Fund

Invoice Period: July 2018

Final Invoice: (Check if Yes)

ACE Control Number:

Program/Exhibit	TOTAL CONTRACTED		DELIVERED THIS PERIOD		DELIVERED TO DATE		% OF TOTAL		REMAINING DELIVERABLES		% OF TOTAL	
	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC
B-3 Sunnydate Community Facility - (HMHMCC730515) 251984-10000-0001-10001792												
60/78 Other Non-MediCal Client Support Exp	1,840								0%	1,840		100%

Unduplicated Counts for AIDS Use Only.

Description	BUDGET	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
Total Salaries	\$ 72,824.00	\$ -	\$ -	0.00%	\$ 72,824.00
Fringe Benefits	\$ 20,536.00	\$ -	\$ -	0.00%	\$ 20,536.00
Total Personnel Expenses	\$ 93,360.00	\$ -	\$ -	0.00%	\$ 93,360.00
Operating Expenses					
Occupancy	\$ -	\$ -	\$ -	0.00%	\$ -
Materials and Supplies	\$ -	\$ -	\$ -	0.00%	\$ -
General Operating	\$ -	\$ -	\$ -	0.00%	\$ -
Staff Travel	\$ -	\$ -	\$ -	0.00%	\$ -
Consultant/Subcontractor	\$ -	\$ -	\$ -	0.00%	\$ -
Other:	\$ -	\$ -	\$ -	0.00%	\$ -
Total Operating Expenses	\$ -	\$ -	\$ -	0.00%	\$ -
Capital Expenditures	\$ -	\$ -	\$ -	0.00%	\$ -
TOTAL DIRECT EXPENSES	\$ 93,360.00	\$ -	\$ -	0.00%	\$ 93,360.00
Indirect Expenses	\$ 10,270.00	\$ -	\$ -	0.00%	\$ 10,270.00
TOTAL EXPENSES	\$ 103,630.00	\$ -	\$ -	0.00%	\$ 103,630.00

Less: Initial Payment Recovery	
Other Adjustments (DPH use only)	
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 contract approved 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: _____
Printed Name: _____
Title: _____

Date: _____
Phone: _____

Send to:
Behavioral Health Services-Budget/ Invoice Analyst
1380 Howard St., 4th Floor
San Francisco, CA 94103

DPH Authorization for Payment

Authorized Signatory: _____ Date: _____

**DEPARTMENT OF PUBLIC HEALTH CONTRACTOR
COST REIMBURSEMENT INVOICE**

Appendix F
PAGE A

Control Number

[Empty Box]

Contractor: HealthRIGHT360 - FI

Address: 1735 Mission St., San Francisco, CA 94103

Tel. No.: (415) 692-8225
Fax No.: (415)



Funding Term: 07/01/2018 - 06/30/2019

PHP Division: Behavioral Health Services

INVOICE NUMBER: M32 JL 18

Ct.Blanket No.: BPHM TBD

User Cd

Ct. PO No.: POHM TBD

Fund Source: MH County - General Fund

Invoice Period: July 2018

Final Invoice: (Check if Yes)

ACE Control Number:

Program/Exhibit	TOTAL CONTRACTED		DELIVERED THIS PERIOD		DELIVERED TO DATE		% OF TOTAL		REMAINING DELIVERABLES		% OF TOTAL	
	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC
B-3 Crisis Intervention -(HMHMCC730515)	251984-10000-0001-10001792											
60/ 78 Other Non-MediCal Client Support Exp	221				-		0%		221		100%	

Unduplicated Counts for AIDS Use Only

Description	BUDGET	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
Total Salaries	\$ 13,396.00	\$ -	\$ -	0.00%	\$ 13,396.00
Fringe Benefits	\$ 3,778.00	\$ -	\$ -	0.00%	\$ 3,778.00
Total Personnel Expenses	\$ 17,174.00	\$ -	\$ -	0.00%	\$ 17,174.00
Operating Expenses					
Occupancy	\$ -	\$ -	\$ -	0.00%	\$ -
Materials and Supplies	\$ -	\$ -	\$ -	0.00%	\$ -
General Operating	\$ -	\$ -	\$ -	0.00%	\$ -
Staff Travel	\$ -	\$ -	\$ -	0.00%	\$ -
Consultant/Subcontractor	\$ -	\$ -	\$ -	0.00%	\$ -
Other:	\$ -	\$ -	\$ -	0.00%	\$ -
Total Operating Expenses	\$ -	\$ -	\$ -	0.00%	\$ -
Capital Expenditures	\$ -	\$ -	\$ -	0.00%	\$ -
TOTAL DIRECT EXPENSES	\$ 17,174.00	\$ -	\$ -	0.00%	\$ 17,174.00
Indirect Expenses	\$ 1,889.00	\$ -	\$ -	0.00%	\$ 1,889.00
TOTAL EXPENSES	\$ 19,063.00	\$ -	\$ -	0.00%	\$ 19,063.00

Less: Initial Payment Recovery	
Other Adjustments (DPH use only)	
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 contract approved 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: _____

Printed Name: _____

Title: _____

Phone: _____

Send to:
Behavioral Health Services-Budget/ Invoice Analyst
1380 Howard St., 4th Floor
San Francisco, CA 94103

DPH Authorization for Payment

Authorized Signatory _____ Date _____

**DEPARTMENT OF PUBLIC HEALTH CONTRACTOR
COST REIMBURSEMENT INVOICE**

Appendix F
PAGE A

Control Number

Contractor: HealthRIGHT360 -FI

Address: 1735 Mission St., San Francisco, CA 94103

Tel. No.: (415) 692-8225

Fax No.: (415)



Funding Term: 07/01/2018 - 06/30/2019

PHP Division: Behavioral Health Services

INVOICE NUMBER: M66 JL 18

Ct.Blanket No.: BPHM TBD

User Cd

Ct. PO No.: POHM TBD

Fund Source: MH County - General Fund

Invoice Period: July 2018

Final Invoice: _____ (Check if Yes)

ACE Control Number: _____

Program/Exhibit	TOTAL CONTRACTED		DELIVERED THIS PERIOD		DELIVERED TO DATE		% OF TOTAL		REMAINING DELIVERABLES		% OF TOTAL	
	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC
B-3 Whole Person Care - (HMHMCC730515)	251984-10000-0001-10001792											
60/78 Other Non-Medical Client Support Exp	156						0%		156		100%	

Unduplicated Counts for AIDS Use Only.

Description	BUDGET	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
Total Salaries	\$ -	\$ -	\$ -	0.00%	\$ -
Fringe Benefits	\$ -	\$ -	\$ -	0.00%	\$ -
Total Personnel Expenses	\$ -	\$ -	\$ -	0.00%	\$ -
Operating Expenses					
Occupancy	\$ -	\$ -	\$ -	0.00%	\$ -
Materials and Supplies	\$ -	\$ -	\$ -	0.00%	\$ -
General Operating	\$ -	\$ -	\$ -	0.00%	\$ -
Staff Travel	\$ -	\$ -	\$ -	0.00%	\$ -
Consultant/Subcontractor	\$ 19,500.00	\$ -	\$ -	0.00%	\$ 19,500.00
Other:	\$ -	\$ -	\$ -	0.00%	\$ -
Total Operating Expenses	\$ 19,500.00	\$ -	\$ -	0.00%	\$ 19,500.00
Capital Expenditures	\$ -	\$ -	\$ -	0.00%	\$ -
TOTAL DIRECT EXPENSES	\$ 19,500.00	\$ -	\$ -	0.00%	\$ 19,500.00
Indirect Expenses	\$ 2,145.00	\$ -	\$ -	0.00%	\$ 2,145.00
TOTAL EXPENSES	\$ 21,645.00	\$ -	\$ -	0.00%	\$ 21,645.00
Less: Initial Payment Recovery					
Other Adjustments (DPH use only)					
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 contract approved 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: _____

Printed Name: _____

Title: _____

Phone: _____

Send to:
Behavioral Health Services-Budget/ Invoice Analyst
1380 Howard St., 4th Floor
San Francisco, CA 94103

DPH Authorization for Payment

Authorized Signatory

Date

Jul BOS 10-19
Title: _____

Phone: _____

Prepared: 10/19/2018

**DEPARTMENT OF PUBLIC HEALTH CONTRACTOR
COST REIMBURSEMENT INVOICE**

Appendix F
PAGE A

Control Number

Contractor: HealthRIGHT360 - FI

Address: 1735 Mission St., San Francisco, CA 94103

Tel. No.: (415) 692-8225
Fax No.: (415)

BHS

Funding Term: 07/01/2018 - 06/30/2019

PHP Division: Behavioral Health Services

INVOICE NUMBER:	S15 JL 18
Ct. Blanket No.: BPHM	TBD
	User Cd
Ct. PO No.: POHM	TBD
Fund Source:	SA County - General Fund
Invoice Period:	July 2018
Final Invoice:	(Check if Yes)
ACE Control Number:	

Program/Exhibit	TOTAL CONTRACTED		DELIVERED THIS PERIOD		DELIVERED TO DATE		% OF TOTAL		REMAINING DELIVERABLES		% OF TOTAL	
	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC
B-4 BHS SUD Services - HMHSCCRES227 (240646-10000-10001681-0003)												
OBOT Methadone Van	12						0%		12		100%	
Supt-00 SA-County Support												
OBOT Harm Reduction Therapy Center	345						0%		345		100%	
Supt-00 SA-County Support												

Unduplicated Counts for AIDS Use Only.

Description	BUDGET	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
Total Salaries	\$ -	\$ -	\$ -	0.00%	\$ -
Fringe Benefits	\$ -	\$ -	\$ -	0.00%	\$ -
Total Personnel Expenses	\$ -	\$ -	\$ -	0.00%	\$ -
Operating Expenses					
Occupancy	\$ -	\$ -	\$ -	0.00%	\$ -
Materials and Supplies	\$ -	\$ -	\$ -	0.00%	\$ -
General Operating	\$ -	\$ -	\$ -	0.00%	\$ -
Staff Travel	\$ -	\$ -	\$ -	0.00%	\$ -
Consultant/Subcontractor	\$ 46,604.00	\$ -	\$ -	0.00%	\$ 46,604
Other: OBOT Methadone Van	\$ 57,622.00	\$ -	\$ -	0.00%	\$ 57,622
	\$ -	\$ -	\$ -	0.00%	\$ -
Total Operating Expenses	\$ 104,226.00	\$ -	\$ -	0.00%	\$ 104,226
Capital Expenditures	\$ -	\$ -	\$ -	0.00%	\$ -
TOTAL DIRECT EXPENSES	\$ 104,226.00	\$ -	\$ -	0.00%	\$ 104,226
Indirect Expenses	\$ 11,464.00	\$ -	\$ -	0.00%	\$ 11,464
TOTAL EXPENSES	\$ 115,690.00	\$ -	\$ -	0.00%	\$ 115,690
Less: Initial Payment Recovery					
Other Adjustments (DPH use only)					
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 contract approved 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: _____

Printed Name: _____

Title: _____

Phone: _____

Send to:

Behavioral Health Services-Budget/ Invoice Analyst
1380 Howard St., 4th Floor
San Francisco, CA 94103

DPH Authorization for Payment

Authorized Signatory

Date

**DEPARTMENT OF PUBLIC HEALTH CONTRACTOR
COST REIMBURSEMENT INVOICE**

Appendix F
PAGE A

Control Number

Contractor: HealthRIGHT360 - FI

Address: 1735 Mission St., San Francisco, CA 94103

Tel. No.: (415) 692-8225

Fax No.: (415)

BHS

Funding Term: 07/01/2018 - 06/30/2019

PHP Division: Behavioral Health Services

INVOICE NUMBER: S23 JL 18

Ct.Blanket No.: BPHM TBD

User Cd

Ct. PO No.: POHM TBD

Fund Source: SUD State-PSR Drug Court/SUD County-GF

Invoice Period: July 2018

Final Invoice: (Check if Yes)

ACE Control Number: _____

Program/Exhibit	TOTAL CONTRACTED		DELIVERED THIS PERIOD		DELIVERED TO DATE		% OF TOTAL		REMAINING DELIVERABLES		% OF TOTAL	
	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC
B-4 Drug Court Treatment Center PC# - 38041 - HMHSCRES227 (240646-10000-10001681-0003)												
Supt-09 SA-SupportAlteration/Renovation	1,066						0%	#DIV/0!	1,066		100%	#DIV/0!

Unduplicated Counts for AIDS Use Only.

Description	BUDGET	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
Total Salaries	\$ -	\$ -	\$ -	0.00%	\$ -
Fringe Benefits	\$ -	\$ -	\$ -	0.00%	\$ -
Total Personnel Expenses	\$ -	\$ -	\$ -	0.00%	\$ -
Operating Expenses					
Occupancy	\$ 48,000.00	\$ -	\$ -	0.00%	\$ 48,000.00
Materials and Supplies	\$ -	\$ -	\$ -	0.00%	\$ -
General Operating	\$ -	\$ -	\$ -	0.00%	\$ -
Staff Travel	\$ -	\$ -	\$ -	0.00%	\$ -
Consultant/Subcontractor	\$ -	\$ -	\$ -	0.00%	\$ -
Other: Client Drug Testing	\$ -	\$ -	\$ -	0.00%	\$ -
Client Expenses	\$ -	\$ -	\$ -	0.00%	\$ -
Total Operating Expenses	\$ 48,000.00	\$ -	\$ -	0.00%	\$ 48,000.00
Capital Expenditures	\$ -	\$ -	\$ -	0.00%	\$ -
TOTAL DIRECT EXPENSES	\$ 48,000.00	\$ -	\$ -	0.00%	\$ 48,000.00
Indirect Expenses	\$ 5,280.00	\$ -	\$ -	0.00%	\$ 5,280.00
TOTAL EXPENSES	\$ 53,280.00	\$ -	\$ -	0.00%	\$ 53,280.00

Less: Initial Payment Recovery	
Other Adjustments (DPH use only)	
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 contract approved 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: _____

Printed Name: _____

Title: _____

Phone: _____

Send to:
Behavioral Health Services-Budget/ Invoice Analyst
1380 Howard St., 4th Floor
San Francisco, CA 94103.

DPH Authorization for Payment

Authorized Signatory

Date

claims are maintained in our office at the address indicated.

**DEPARTMENT OF PUBLIC HEALTH CONTRACTOR
COST REIMBURSEMENT INVOICE**

Appendix I
PAGE A

Control Number

Contractor: HealthRIGHT360 - FI

Address: 1735 Mission St., San Francisco, CA 94103

Tel. No.: (415) 692-8225

Fax No.: (415)

BHS

Funding Term: 07/01/2018 - 06/30/2019

PHP Division: Behavioral Health Services

INVOICE NUMBER: S20 JL 18

Ct. Blanket No.: BPHM TBD

User Cd

Ct. PO No.: POHM TBD

Fund Source: SA County - General Fund

Invoice Period: July 2018

Final Invoice: _____ (Check if Yes)

ACE Control Number: _____

Program/Exhibit	TOTAL CONTRACTED		DELIVERED THIS PERIOD		DELIVERED TO DATE		% OF TOTAL		REMAINING DELIVERABLES		% OF TOTAL	
	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC
B-4 Treatment Access Program PC# - 99089 - HMHSCCRES227 (240646-10000-10001681-0003)												
SecPrev-21 SA-SecPrev Referrals/ Screening/ Intake	21,455	2,010					0%	0%	21,455	2,010	100%	1

Unduplicated Counts for AIDS Use Only.

Description	BUDGET	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
Total Salaries	\$ 50,000.00	\$ -	\$ -	0.00%	\$ 50,000.00
Fringe Benefits	\$ 16,000.00	\$ -	\$ -	0.00%	\$ 16,000.00
Total Personnel Expenses	\$ 66,000.00	\$ -	\$ -	0.00%	\$ 66,000.00
Operating Expenses:					
Occupancy	\$ -	\$ -	\$ -	0.00%	\$ -
Materials and Supplies	\$ 6,000.00	\$ -	\$ -	0.00%	\$ 6,000.00
General Operating	\$ 3,000.00	\$ -	\$ -	0.00%	\$ 3,000.00
Staff Travel	\$ 1,500.00	\$ -	\$ -	0.00%	\$ 1,500.00
Consultant/Subcontractor	\$ -	\$ -	\$ -	0.00%	\$ -
Other: Client Expenses	\$ 6,000.00	\$ -	\$ -	0.00%	\$ 6,000.00
	\$ -	\$ -	\$ -	0.00%	\$ -
	\$ -	\$ -	\$ -	0.00%	\$ -
Total Operating Expenses	\$ 16,500.00	\$ -	\$ -	0.00%	\$ 16,500.00
Capital Expenditures	\$ -	\$ -	\$ -	0.00%	\$ -
TOTAL DIRECT EXPENSES	\$ 82,500.00	\$ -	\$ -	0.00%	\$ 82,500.00
Indirect Expenses	\$ 9,075.00	\$ -	\$ -	0.00%	\$ 9,075.00
TOTAL EXPENSES	\$ 91,575.00	\$ -	\$ -	0.00%	\$ 91,575.00
Less: Initial Payment Recovery					
Other Adjustments (DPH use only)					
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 contract approved 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: _____

Printed Name: _____

Title: _____

Phone: _____

Send to:
Behavioral Health Services-Budget/ Invoice Analyst
1380 Howard St., 4th Floor
San Francisco, CA 94103

DPH Authorization for Payment

Authorized Signatory

Date

**DEPARTMENT OF PUBLIC HEALTH CONTRACT FOR
COST REIMBURSEMENT INVOICE**

Appendix F
PAGE A

Control Number

Contractor: HealthRIGHT360 - FI

Address: 1735 Mission St., San Francisco, CA 94103

Tel. No.: (415) 692-8225

Fax No.: (415)

Funding Term: 07/01/2018 - 06/30/2019

PHP Division: Community Oriented Primary Care

INVOICE NUMBER: PC1 JL 18

Ct. Blanket No.: TBD

User Cd

Ct. PO No.: POHM TBD

Fund Source: COPC - Tomm Waddell General Fund

Invoice Period: July 2018

Final Invoice: _____ (Check if Yes)

ACE Control Number: _____

Program/Exhibit	TOTAL CONTRACTED		DELIVERED THIS PERIOD		DELIVERED TO DATE		% OF TOTAL		REMAINING DELIVERABLES		% OF TOTAL	
	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC
B-5 Shelter Nutritionist - HCHAPTWUHCGF (251905-10000-10001993-0018)												

Unduplicated Counts for AIDS Use Only.

Description	BUDGET	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
Total Salaries	\$ -	\$ -	\$ -	0.00%	\$ -
Fringe Benefits	\$ -	\$ -	\$ -	0.00%	\$ -
Shelter Nutrition 150736					
Total Personnel Expenses	\$ -	\$ -	\$ -	0.00%	\$ -
Operating Expenses:					
Occupancy	\$ -	\$ -	\$ -	0.00%	\$ -
Materials and Supplies	\$ -	\$ -	\$ -	0.00%	\$ -
General Operating	\$ -	\$ -	\$ -	0.00%	\$ -
Staff Travel	\$ -	\$ -	\$ -	0.00%	\$ -
Consultant/Subcontractor	\$ 35,000.00	\$ -	\$ -	0.00%	\$ 35,000.00
Other	\$ -	\$ -	\$ -	0.00%	\$ -
	\$ -	\$ -	\$ -	0.00%	\$ -
Total Operating Expenses	\$ 35,000.00	\$ -	\$ -	0.00%	\$ 35,000.00
Capital Expenditures	\$ -	\$ -	\$ -	0.00%	\$ -
TOTAL DIRECT EXPENSES	\$ 35,000.00	\$ -	\$ -	0.00%	\$ 35,000.00
Indirect Expenses	\$ 3,850.00	\$ -	\$ -	0.00%	\$ 3,850.00
TOTAL EXPENSES	\$ 38,850.00	\$ -	\$ -	0.00%	\$ 38,850.00
Less: Initial Payment Recovery					
Other Adjustments (DPH use only)					
REIMBURSEMENT		\$ 0.00			

NOTES:

I certify that the information provided above is, to the best of my knowledge, complete and accurate; the amount requested for reimbursement is in accordance with the contract approved 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: _____

Printed Name: _____

Title: _____

Phone: _____

Send to:
Community Programs Budget/ Invoice Analyst
1380 Howard St., 4th Floor
San Francisco, CA 94103

DPH Authorization for Payment

Authorized Signatory

Date

**DEPARTMENT OF PUBLIC HEALTH CONTRACTOR
COST REIMBURSEMENT INVOICE**

Appendix F
PAGE A

Control Number

[Empty Box]

Contractor: HealthRIGHT360 - FI

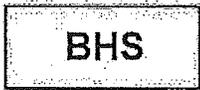
Address: 1735 Mission St., San Francisco, CA 94103

Tel. No.: (415) 692-8225

Fax No.: (415)

Funding Term: 07/01/2018- 06/30/2019

PHP Division: Behavioral Health Services



INVOICE NUMBER: HOM1 JL 18

Ct. Blanket No.: BPHM TBD

Ct. PO No.: POHM TBD

Fund Source: HOM - DSHS General Fund

Invoice Period: July 2018

Final Invoice: (Check if Yes)

ACE Control Number:

Program/Exhibit	TOTAL CONTRACTED		DELIVERED THIS PERIOD		DELIVERED TO DATE		% OF TOTAL		REMAINING DELIVERABLES		% OF TOTAL	
	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC
B-6 Project Homeless Connect - HOMELESSCPGF (203646-10000-10026740-0001)							#DIV/0!	#DIV/0!			#DIV/0!	#DIV/0!

Unduplicated Counts for AIDS Use Only:

Description	BUDGET	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
Total Salaries	\$ 784,091.00	\$ -	\$ -	0.00%	\$ 784,091.00
Fringe Benefits	\$ 221,113.00	\$ -	\$ -	0.00%	\$ 221,113.00
Total Personnel Expenses	\$ 1,005,204.00	\$ -	\$ -	0.00%	\$ 1,005,204.00
Operating Expenses:					
Occupancy	\$ 5,000.00	\$ -	\$ -	0.00%	\$ 5,000.00
Materials and Supplies	\$ 23,131.00	\$ -	\$ -	0.00%	\$ 23,131.00
General Operating	\$ 2,400.00	\$ -	\$ -	0.00%	\$ 2,400.00
Staff Travel	\$ 6,000.00	\$ -	\$ -	0.00%	\$ 6,000.00
Consultant/Subcontractor	\$ 11,000.00	\$ -	\$ -	0.00%	\$ 11,000.00
Other Severance Package	\$ 32,000.00	\$ -	\$ -	0.00%	\$ 32,000.00
	\$ -	\$ -	\$ -	0.00%	\$ -
	\$ -	\$ -	\$ -	0.00%	\$ -
Total Operating Expenses	\$ 79,531.00	\$ -	\$ -	0.00%	\$ 79,531.00
Capital Expenditures	\$ -	\$ -	\$ -	0.00%	\$ -
TOTAL DIRECT EXPENSES	\$ 1,084,735.00	\$ -	\$ -	0.00%	\$ 1,084,735.00
Indirect Expenses	\$ 119,321.00	\$ -	\$ -	0.00%	\$ 119,321.00
TOTAL EXPENSES	\$ 1,204,056.00	\$ -	\$ -	0.00%	\$ 1,204,056.00
Less: Initial Payment Recovery					
Other Adjustments (DPH use only)					
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 contract approved 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: _____

Printed Name: _____

Title: _____

Phone: _____

Send to:
Behavioral Health Services-Budget/ Invoice Analyst
1380 Howard St., 4th Floor
San Francisco, CA 94103

DPH Authorization for Payment

Authorized Signatory _____ Date _____

**DEPARTMENT OF PUBLIC HEALTH CONTRACTOR
COST REIMBURSEMENT INVOICE**

Appendix F
PAGE A

Control Number

Contractor: HealthRIGHT360 - FI

Address: 1735 Mission St., San Francisco, CA 94103

Tel. No.: (415) 692-8225

Fax No.: (415) _____



Funding Term: 07/01/2018 - 06/30/2019

PHP Division: Behavioral Health Services

INVOICE NUMBER: M22 JL 18

Ct. Blanket No.: BPHM TBD

Ct. PO No.: POHM TBD

Fund Source: MH County - General Fund

Invoice Period: July 2018

Final Invoice: _____ (Check if Yes)

ACE Control Number: _____

Program/Exhibit	TOTAL CONTRACTED		DELIVERED THIS PERIOD		DELIVERED TO DATE		% OF TOTAL		REMAINING DELIVERABLES		% OF TOTAL	
	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC
B-7 Street Violence Intervention & Prevention -HMHMCC730515 (251984-10000-10001792-0001)												
60/ 78 Other Non-Medical Client	4						0%		4		100%	
Support Exp												

Unduplicated Counts for AIDS Use Only.

Description	BUDGET	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
Total Salaries	\$ -	\$ -	\$ -	0.00%	\$ -
Fringe Benefits	\$ -	\$ -	\$ -	0.00%	\$ -
Total Personnel Expenses	\$ -	\$ -	\$ -	0.00%	\$ -
Operating Expenses					
Occupancy	\$ -	\$ -	\$ -	0.00%	\$ -
Materials and Supplies	\$ -	\$ -	\$ -	0.00%	\$ -
General Operating	\$ -	\$ -	\$ -	0.00%	\$ -
Staff Travel	\$ -	\$ -	\$ -	0.00%	\$ -
Consultant/Subcontractor	\$ -	\$ -	\$ -	0.00%	\$ -
Other: Client Bereavement	\$ 21,538.00	\$ -	\$ -	0.00%	\$ 21,538.00
	\$ -	\$ -	\$ -	0.00%	\$ -
Total Operating Expenses	\$ 21,538.00	\$ -	\$ -	0.00%	\$ 21,538.00
Capital Expenditures	\$ -	\$ -	\$ -	0.00%	\$ -
TOTAL DIRECT EXPENSES	\$ 21,538.00	\$ -	\$ -	0.00%	\$ 21,538.00
Indirect Expenses	\$ 2,369.00	\$ -	\$ -	0.00%	\$ 2,369.00
TOTAL EXPENSES	\$ 23,907.00	\$ -	\$ -	0.00%	\$ 23,907.00
Less: Initial Payment Recovery					
Other Adjustments (DPH use only)					
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 contract approved 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: _____

Printed Name: _____

Title: _____

Phone: _____

Send to:
Behavioral Health Services-Budget/ Invoice Analyst
1380 Howard St., 4th Floor
San Francisco, CA 94103

DPH Authorization for Payment

Authorized Signatory

Date

**DEPARTMENT OF PUBLIC HEALTH CONTRACTOR
COST REIMBURSEMENT INVOICE**

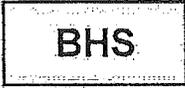
Appendix F
PAGE A

Control Number

Contractor: HealthRIGHT360 - FI

Address: 1735 Mission St., San Francisco, CA 94103

Tel. No.: (415) 692-8225
Fax No.: (415) _____



Funding Term: 07/01/2018 - 06/30/2019

PHP Division: Behavioral Health Services

INVOICE NUMBER: M42 JL 18

Ct.Blanket No.: BPHM TBD
User Cd _____

Ct. PO No.: POHM TBD

Fund Source: MS State - MHSA WET Project

Invoice Period: July 2018

Final Invoice: _____ (Check if Yes)

ACE Control Number: _____

Program/Exhibit	TOTAL CONTRACTED		DELIVERED THIS PERIOD		DELIVERED TO DATE		% OF TOTAL		REMAINING DELIVERABLES		% OF TOTAL	
	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC
B-7Street Violence Intervention & Prevention												
00-21 MHSA Administration	1,002						0%		1,002		100%	

Unduplicated Counts for AIDS Use Only.

Description	BUDGET	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
Total Salaries	\$ -	\$ -	\$ -	0.00%	\$ -
Fringe Benefits	\$ -	\$ -	\$ -	0.00%	\$ -
Total Personnel Expenses	\$ -	\$ -	\$ -	0.00%	\$ -
Operating Expenses					
Occupancy	\$ -	\$ -	\$ -	0.00%	\$ -
Materials and Supplies	\$ -	\$ -	\$ -	0.00%	\$ -
General Operating	\$ -	\$ -	\$ -	0.00%	\$ -
Staff Travel	\$ -	\$ -	\$ -	0.00%	\$ -
Consultant/Subcontractor	\$ 90,230.00	\$ -	\$ -	0.00%	\$ 90,230.00
Other	\$ -	\$ -	\$ -	0.00%	\$ -
Total Operating Expenses	\$ 90,230.00	\$ -	\$ -	0.00%	\$ 90,230.00
Capital Expenditures	\$ -	\$ -	\$ -	0.00%	\$ -
TOTAL DIRECT EXPENSES	\$ 90,230.00	\$ -	\$ -	0.00%	\$ 90,230.00
Indirect Expenses	\$ 9,925.00	\$ -	\$ -	0.00%	\$ 9,925.00
TOTAL EXPENSES	\$ 100,155.00	\$ -	\$ -	0.00%	\$ 100,155.00
Less: Initial Payment Recovery					
Other Adjustments (DPH use only)					
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 contract approved 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: _____

Printed Name: _____

Title: _____

Phone: _____

Send to:
Behavioral Health Services-Budget/ Invoice Analyst
1380 Howard St., 4th Floor
San Francisco, CA 94103
BOS-10-19

DPH Authorization for Payment

Authorized Signatory

Date

**DEPARTMENT OF PUBLIC HEALTH CONTRACTOR
COST REIMBURSEMENT INVOICE**

Appendix F
PAGE A

Control Number

[REDACTED]

Contractor: HealthRIGHT360 - FI

Address: 1735 Mission St., San Francisco, CA 94103

Tel. No.: (415) 692-8225

Fax No.: (415)



Funding Term: 07/01/2018- 06/30/2019

PHP Division: Behavioral Health Services

INVOICE NUMBER: M35 JL 18

Ct. Blanket No.: BPHM TBD

User Cd:

Ct. PO No.: POHM TBD

Fund Source: Community Health-DCYF CRN WO

Invoice Period: July 2018

Final Invoice: (Check if Yes)

ACE Control Number:

Program/Exhibit	TOTAL CONTRACTED		DELIVERED THIS PERIOD		DELIVERED TO DATE		% OF TOTAL		REMAINING DELIVERABLES		% OF TOTAL	
	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC
B-7 Street Violence Intervention & Prevention - HCHCCHCCRNWO (251929-10002-10001976-0002)												
							#DIV/0!					#DIV/0!

Unduplicated Counts for AIDS Use Only:

Description	BUDGET	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
Total Salaries	\$ 1,896,750.00	\$ -	\$ -	0.00%	\$ 1,896,750.00
Fringe Benefits	\$ 534,884.00	\$ -	\$ -	0.00%	\$ 534,884.00
Total Personnel Expenses	\$ 2,431,634.00	\$ -	\$ -	0.00%	\$ 2,431,634.00
Operating Expenses					
Occupancy	\$ 206,869.00	\$ -	\$ -	0.00%	\$ 206,869.00
Materials and Supplies	\$ 47,000.00	\$ -	\$ -	0.00%	\$ 47,000.00
General Operating	\$ 39,000.00	\$ -	\$ -	0.00%	\$ 39,000.00
Staff Travel	\$ 12,000.00	\$ -	\$ -	0.00%	\$ 12,000.00
Consultant/Subcontractor	\$ 23,500.00	\$ -	\$ -	0.00%	\$ 23,500.00
Other: Vehicle Expense	\$ 48,000.00	\$ -	\$ -	0.00%	\$ 48,000.00
Video Production	\$ 40,000.00	\$ -	\$ -	0.00%	\$ 40,000.00
Client Crisis	\$ -	\$ -	\$ -	0.00%	\$ -
Client Bereavement	\$ 178,987.00	\$ -	\$ -	0.00%	\$ 178,987.00
Client Incentives	\$ 60,000.00	\$ -	\$ -	0.00%	\$ 60,000.00
Total Operating Expenses	\$ 655,356.00	\$ -	\$ -	0.00%	\$ 655,356.00
Capital Expenditures	\$ -	\$ -	\$ -	0.00%	\$ -
TOTAL DIRECT EXPENSES	\$ 3,086,990.00	\$ -	\$ -	0.00%	\$ 3,086,990.00
Indirect Expenses	\$ 339,569.00	\$ -	\$ -	0.00%	\$ 339,569.00
TOTAL EXPENSES	\$ 3,426,559.00	\$ -	\$ -	0.00%	\$ 3,426,559.00
Less: Initial Payment Recovery					
Other Adjustments (DPH use only)					
REIMBURSEMENT		\$ -			

NOTES:
DCYF CRN WO - HCHCCHCCRNWO-\$3,342,884.
General Fund - HMMCC730515 - \$83,575

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 contract approved 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: _____

Printed Name: _____

Title: _____

Phone: _____

Send to:
Behavioral Health Services-Budget/ Invoice Analyst
1380 Howard St., 4th Floor
San Francisco, CA 94103

DPH Authorization for Payment

Authorized Signatory

Date

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

HUMAN SERVICES LIABILITY ENDORSEMENT

This endorsement modifies insurance provided by the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed that the following extensions only apply in the event that no other more specific coverage for the indicated loss exposure is provided by your policy in addition to the coverages provided by the Commercial General Liability Coverage Part. If such other more specific coverage applies, the terms, conditions and limits of such other more specific coverage are the sole and exclusive coverage applicable under this policy, unless otherwise expressly stated 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's and this endorsement's contract wording.

Coverage Applicable	Limit of Insurance	Page Number
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	3
Medical Payments-Extended Reporting Period	3 years	3
Athletic Activities	Amended	3
Supplementary Payments - Bail Bonds	\$7,500	3
Supplementary Payment - Loss of Earnings	\$1,500 per day	3
Employee Indemnification Defense Coverage for Employee	\$25,000	3
Named Insured - Newly Acquired	Included	3
Named Insured - Broadened Named Insured	Included	4
Additional Insured - Medical Directors and Administrators	Included	4
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 - Grantors of Permits	Included	4
Additional Insured - Broad Form Vendors	Included	5
Additional Insured - Grantor of Franchise	Included	5
Additional Insured - As Required by Contract	Included	6
Additional Insured - State or Political Subdivisions	Included	7
Limited Rental Lease Agreement Contractual Liability	\$100,000 limit	8
Damage to Property You Own, Rent or Occupy	\$50,000 limit	8
Transfer of Rights of Recovery Against Others To Us	Clarification	8
Duties in the Event of Occurrence, Claim or Suit	Included	8
Unintentional Failure to Disclose Hazards	Included	9
Liberalization	Included	9
Bodily Injury - Includes Mental Anguish	Included	9
Personal and Advertising Injury - includes Abuse of Process, Discrimination	Included	9
Key and Lock Replacement - Janitorial Services Client Coverage	\$15,000 Limit	10

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. The first paragraph immediately following Exclusion 1.(6) of SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY under Subsection 2, Exclusions;
 - c. SECTION III – LIMITS OF INSURANCE, Paragraph 6.;
 - d. SECTION V – DEFINITIONS, Paragraph 8.a.
2. If damage by fire to premises rented to you is not otherwise excluded from this Coverage Part, the term "Fire Insurance" is 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, items b.(1)(a)(ii).
3. The Damage to Premises Rented to You Limit shown on the Declarations is deleted and replaced by \$1,000,000. \$1,000,000 is the only limit of liability for Damage to Premises Rented to You and this limit will not be combined with the limit shown on the Declarations for this coverage. 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.

Provided, however, that if you assume liability in a contract or agreement regarding the rental or lease of a premises on behalf of your client, this Damage to Premises Rented by You limit is superceded and replaced by the limit of insurance provided by Section I. Limited Rental Lease Agreement Contractual Liability of this endorsement. The term client as used in this section has the same meaning as provided by Section I. Limited Rental Lease Agreement Contractual Liability herein.

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 deleted and replaced by the following:

(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 such 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 shown on the Declarations is deleted and replaced by \$20,000. \$20,000 is the only limit of insurance for Medical Expenses and this limit will not be combined with the limit shown on the Declarations for this coverage.
2. COVERAGE C MEDICAL PAYMENTS, Subsection 1, Insuring Agreement, Paragraph a(3)(b) is amended to read:

provided that:

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

E. Athletic Activities

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

e. Athletic Activities

To a person injured while practicing or participating in any physical exercises or games, sports, or athletic contests. This exclusion shall not apply to an insured while providing instruction with respect to any physical exercises or games, sports, or athletic contests.

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 \$7,500; and
2. The limit for loss of earnings is changed from \$250 a day to \$1,500 a day.

G. Employee Indemnification Defense Coverage

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

3. We will reimburse you for defense costs that you incur in the defense of an "employee" who is directly involved in a criminal proceeding that arises out of such "employee's" acts or omissions within the scope of their employment by you or while performing duties related to the conduct of your business and which would otherwise be covered by this insurance.

The most we will reimburse you for defense costs that you incur in the defense of an "employee" who is alleged to be directly involved in a criminal proceeding is \$25,000, subject to an aggregate limit of \$25,000 for all reimbursements that we make during the policy period on behalf of all "employees", 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 deleted and replaced with the following:

- a. Coverage under this provision is afforded until the end of the policy period during which you acquired or formed the organization.

2. Each of the following is also an insured:

Broadened Named Insured – Any organization and subsidiary thereof which you control and actively manage (whether through ownership of voting securities, by contract or otherwise) on the effective date of this Coverage Part which is not named in the Declarations as a Named Insured, and which is also not insured under another similar policy, or would not have been insured but for such policy's termination or the exhaustion of its limits of insurance.

3. Each of the following is also an additional 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 as a physician or psychiatrist in the treatment of a patient.

- b. **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:

- (a) Any "occurrence" or offense which takes place after you cease to lease or occupy that premises; or
- (b) Structural alterations, new construction or demolition operations performed by or on behalf of that person or organization.

- c. **Home Care Providers** – At the first Named Insured's option, any person or organization under your direct supervision and control while providing on your behalf private home respite or foster home care for the developmentally disabled.

- d. **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; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of that person or organization.

- e. **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 organization or person 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 and only as specified by such written contract or agreement.

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.

- f. **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.

- g. **Broad Form Vendors –** Any person(s) or organization(s) which or who is or are a vendor of "your products" with whom you agreed under a written contract or agreement to add as an additional insured to your policy, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

The insurance afforded the vendor does not apply to:

1. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
2. Any express warranty unauthorized by you;
3. Any physical or chemical change the vendor intentionally made to the product;
4. Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
5. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
6. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
7. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
8. "Bodily injury" or "property damage" arising out of the negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf and which was not caused in whole or in part by you or any person or organization acting on your behalf. However, this exclusion does not apply to:
 - (a) The exceptions contained in Subparagraphs 4. or 6.; or
 - (b) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

The insurance provided to such additional insured vendor by this endorsement is further limited as follows:

1. The additional insured is covered only for such sums that such additional insured is legally obligated to pay as damages under tort law principles to the injured party because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies, and in accordance with the stated policy limits, exclusions, limitations and conditions except as expressly modified by this endorsement.
2. The limits of insurance are those set forth in the policy Declarations or those specified in the written contract or agreement referenced above in the first paragraph of this subsection g., whichever is less.

This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

Other Insurance

1. If specifically required by the written contract or agreement referenced above in the first paragraph of this subsection g., any coverage provided by this endorsement to an additional insured shall be primary and any other valid and collectible insurance available to the additional insured shall be non-contributory with this insurance. If the written contract does not require this coverage to be primary and the additional insured's coverage to be non-contributory, then this insurance will be excess over any other valid and collectible insurance available to the additional insured.
 2. Even if the requirements of paragraph 1. immediately above are met establishing this coverage as primary and the additional insured's coverage as being non-contributory, this coverage will be excess over any other insurance available to the additional insured which is conferred onto said person or organization by a separate additional insured endorsement.
- h. Grantor of Franchise – Any person(s) or organization(s) with whom you agreed under a written contract or agreement to add as an additional insured to your policy but only with respect to their liability as grantor of a franchise to you.

The insurance provided to such additional insured franchisor by this endorsement is further limited as follows:

1. The additional insured is covered only for such sums that such additional insured is legally obligated to pay as damages under tort law principles to the injured party because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies, and in accordance with the stated policy limits, exclusions, limitations and conditions except as expressly modified by this endorsement.
2. The limits of insurance are those set forth in the policy Declarations or those specified in the written contract or agreement referenced above, whichever is less.

Other Insurance

1. If specifically required by the written contract or agreement referenced above in the first paragraph of this subsection h., any coverage provided by this endorsement to an additional insured shall be primary and any other valid and collectible insurance available to the additional insured shall be non-contributory with this insurance. If the written contract does not require this coverage to be primary and the additional insured's coverage to be non-contributory, then this insurance will be excess over any other valid and collectible insurance available to the additional insured.
 2. Even if the requirements of paragraph 1. immediately above are met establishing this coverage as primary and the additional insured's coverage as being non-contributory, this coverage will be excess over any other insurance available to the additional insured which is conferred onto said person or organization by a separate additional insured endorsement.
- i. As Required by Contract – Any person or organization for whom "you" are performing operations, or to whom you are leasing, subleasing or otherwise entrusting the use or occupancy of premises owned by or rented to "you", only as specified under a written contract, lease, sublease or agreement that requires that such person or organization be added as an additional insured on "your" policy. Such person or organization is an additional insured only with respect to liability caused, in whole or in part, by the acts or omissions of the "Named Insured" in the performance of the "Named Insured's" ongoing operations for the additional insured or in connection with such premises owned by or rented to a "Named Insured", but in both instances only as specified under the written contract, lease, sublease or agreement. A person's or organization's status as an additional insured under this endorsement ends the earlier of when "your" on-going operations for that additional insured are completed or when "you" no longer are contractually required to include such person or organization as an additional insured under "your" policy.

The Insurance provided to an additional insured by this endorsement is limited as follows:

1. The additional insured is covered only for such damages which are caused, in whole or in part, by the acts or omissions of the "Named Insured" to which the additional insured is entitled to be indemnified by the "Named Insured" pursuant to the written contract, lease, sublease or agreement referenced in the first paragraph of this subsection I. above and only for those sums that the additional insured is legally obligated to pay as damages under tort law principles to the injured party because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies, and in accordance with the stated policy limits and policy conditions. This coverage does not apply for defense or indemnity of the additional insured if state or federal law does not permit indemnification of the additional insured by the "Named Insured" for the claim of the third party.

2. The limits of insurance are those set forth in the policy and Declarations or those specified in the written contract, lease, sublease or agreement referenced in the first paragraph of this subsection I., whichever is less.

With respect to the insurance afforded to an additional insured under this subsection I., the following exclusions are added:

1. This insurance does not apply if the written contract, lease, sublease or agreement referenced in the first paragraph of this subsection I. above was not executed by the "Named Insured" prior to the "occurrence" giving rise to the additional insured's potential liability.
2. This insurance does not apply to the additional insured's liability to indemnify, defend or hold harmless a third party.
3. This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" for which the additional insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the additional insured would have in the absence of the contract or agreement.
4. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or, surveying services, including:
 - (a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 - (b) Supervisory, inspection, architectural or engineering activities.
5. "Bodily injury" or "property damage" occurring after:
 - (a) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or
 - (b) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

Other Insurance

1. If specifically required by the written contract, lease, sublease or agreement referenced in the first paragraph of this subsection I. above, any coverage provided by this endorsement to an additional insured shall be primary and any other valid and collectible insurance available to the additional insured shall be non-contributory with this insurance. If the written contract, lease or sublease does not require this coverage to be primary and the additional insured's coverage to be non-contributory, then this insurance will be excess over any other valid and collectible insurance available to the additional insured.
2. Even if the requirements of paragraph 1. immediately above are met establishing this coverage as primary and the additional insured's coverage as being non-contributory, this coverage will be excess over other insurance available to the additional insured which is conferred onto said person or organization by a separate additional insured endorsement.

Definitions

Solely for purposes of the insurance afforded to an additional insured by this endorsement:

"Named Insured" is defined as the entity to whom the insurance policy is issued as shown on the Declarations.

"You" or "your" means a "Named Insured" as defined above.

- J. State or Political Subdivisions - Any state or political subdivision with whom you agreed under a written contract or agreement to add as an additional insured to your policy but only with respect to their liability with respect to on-going operations performed by you or on your behalf for which the state or political subdivision has issued a permit or license.

This insurance does not apply to:

1. "Bodily Injury", "property damage" or "personal and advertising injury" arising out of operations performed by the state or political subdivision; or
2. "Bodily Injury" or "property damage" included within the "products-completed operations hazard".

The insurance provided to such additional insured state or political subdivision by this endorsement is further limited as follows:

1. The additional insured is covered only for such sums that such additional insured is legally obligated to pay as damages under tort law principles to the injured party because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies, and in accordance with the stated policy limits, exclusions, limitations and conditions except as expressly modified by this endorsement.
2. The limits of insurance are those set forth in the policy Declarations or those specified in the written contract or agreement referenced above, whichever is less.

Other Insurance

1. If specifically required by the written contract or agreement referenced above, any coverage provided by this subsection k. to an additional insured shall be primary and any other valid and collectible insurance available to the additional insured shall be non-contributory with this insurance. If the written contract does not require this coverage to be primary and the additional insured's coverage to be non-contributory, then this insurance will be excess over any other valid and collectible insurance available to the additional insured.
2. Even if the requirements of paragraph 1. immediately above are met establishing this coverage as primary and the additional insured's coverage as being non-contributory, this coverage will be excess over any other insurance available to the additional insured which is conferred onto said person or organization by a separate additional insured endorsement.

I. Limited Rental Lease Agreement Contractual Liability

The following is added to paragraph (2) of Exclusion b. **Contractual Liability of SECTION I – COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, under Subsection 2. Exclusions:

We agree to indemnify the Named Insured for their liability expressly assumed in a contract or agreement regarding the rental or lease of a premises on behalf of their client, up to \$100,000 per "occurrence". This limit of insurance is the only limit of insurance for your liability expressly assumed in a contract or agreement regarding the rental or lease of a premises on behalf of your client whether or not such contract qualifies as an "insured contract". This limit will not be combined with the Each Occurrence Limit set forth in Section III – Limits of Insurance and is included within and not in addition to the Each Occurrence Limit. This coverage extension only applies to rental lease agreements. This coverage is excess over any renter's liability insurance of the client.

Any and all damages paid under the terms and conditions of this provision will further be applied against and will reduce the Aggregate Limit of Insurance shown on the Declarations page, as provided in the Commercial General Liability Coverage Form in the same manner and in addition to all other coverages of the Commercial General Liability Coverage Form that are also subject to the Aggregate Limit.

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 is replaced with the following:

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, in which case we will provide coverage for such "property damage" for which you are legally obligated to pay up to a \$50,000 limit per "occurrence". This limit is the only limit of insurance for such "property damage" and will not be combined with the Each Occurrence Limit set forth in Section III – Limits of Insurance and will be included within and not be in addition to the Each Occurrence Limit. A client, as used in this provision, is defined as a person under your direct care and supervision for whom you are providing goods and/or services.

Any and all damages paid under the terms and conditions of this provision will further be applied against and will reduce the Aggregate Limit of Insurance shown on the Declarations page, as provided in the Commercial General Liability Coverage Form in the same manner and in addition to all other coverages of the Commercial General Liability Coverage Form that are also subject to the Aggregate Limit.

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 expressly made in a written contract.

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

1. The requirement 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 which may result in a claim or a "suit", applies only when the "occurrence" or offense which may result in a claim or a "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.
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 make a change which broadens coverage under this edition of this endorsement without additional premium charge, that change will automatically apply to your insurance as of the date we implement the change in your state, provided that this implementation date falls within 45 days prior to or during the policy period stated in the Declarations.

This Liberalization Clause does not apply to changes implemented with a general program revision that includes both broadenings and restrictions in coverage, whether that general program revision is implemented through introduction of:

1. A subsequent edition of this endorsement; or
2. Another amendatory endorsement.

O. Bodily Injury – Mental Anguish

SECTION V – DEFINITIONS, Paragraph 3, is deleted in its entirety and replaced by the following:

"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 amended 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 injury, including consequential "bodily injury", arising out of 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, demotion, failure to promote 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.

This coverage does not apply to fines or penalties imposed because of discrimination.

Q. Key and Lock Replacement – Janitorial Services Client Coverage

1. We will pay for the cost to replace keys and locks at the "client's" premises due to theft or other loss to or entrusted to you by your "client", up to a \$15,000 limit per occurrence/\$15,000 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 in this coverage only, 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 you have billed for your services.
 - b. "Employee" means:
 - (1) Any natural person:
 - (a) While in your services 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 an "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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM**

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

Schedule

The premium for this endorsement is \$

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

SUMMARY OF COVERAGES

- I. Section II - Liability Coverage
 - A. Broad Form Insured
 - B. Employees as Insureds
 - C. Liability Coverage Extensions - Supplementary Payments
 - D. Pref judgment Interest Coverage
 - E. Amendment of Fellow Employee Liability Exclusion
 - F. Additional Insured by Contract, Permit or Agreement

- II. Sections III and IV - Physical Damage Coverage
 - A. Hired Car Physical Damage
 - B. Physical Damage Coverage Extensions
 - a. Transportation Expenses
 - b. Loss of Use Expenses
 - c. Extra Expense
 - C. Personal Effects Coverage
 - D. Accidental Discharge of Airbag
 - E. Lease/Loan Gap Coverage
 - F. Deductible Amendments
 - G. Towing and Labor
 - H. Rental Reimbursement

- III. Sections IV and V - Conditions
 - A. Notice of and Knowledge of Occurrence
 - B. Unintentional Failure to Disclose Hazards
 - C. Hired Car - Coverage Territory
 - D. Waiver of Subrogation

- IV. Sections V and VI - Definitions
 - A. Mental Anguish
 - B. Additional Definitions

- V. Cancellation Conditions

I. SECTION II – LIABILITY COVERAGE is amended as follows:

A. BROAD FORM INSURED

Paragraph 1. of the BUSINESS AUTO COVERAGE FORM and paragraph 3. of the GARAGE COVERAGE FORM under Coverage A – Who Is An Insured, are amended as follows:

1. For covered "autos", the Named Insured shown in the Declarations is amended to include:

- a. Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limits of Insurance.
- b. Any organization that is newly acquired or formed by you during the policy period and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:
 - (1) That is a joint venture or partnership.
 - (2) That is an "insured" under any other automobile policy.
 - (3) That has exhausted its Limits of Insurance under any other automobile policy, or
 - (4) That has been acquired or formed by you for more than 180 days unless you have given us written notice of the acquisition or formation by the end of such 180 day period or the end of the policy period, whichever occurs first.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization, or an "accident" that occurs before or after the end of the policy period.

B. EMPLOYEES AS INSURED

For covered "autos", paragraph 1. of the BUSINESS AUTO COVERAGE FORM and paragraph 3. of the GARAGE COVERAGE FORM, under Coverage A – Who Is An Insured, are amended as follows:

Any "employee" of yours while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

C. LIABILITY COVERAGE EXTENSIONS – SUPPLEMENTARY PAYMENTS

Supplementary Payments (2) and (4) under paragraphs A.2.a of the BUSINESS AUTO COVERAGE FORM and A.4.a of the GARAGE COVERAGE FORM, are replaced by the following:

- (2) Up to \$2,500 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings, up to \$500 a day because of time off from work.

D. PREJUDGMENT INTEREST COVERAGE

The following paragraph is added to Section II, LIABILITY COVERAGE, Supplementary Payments under items A.2.a. of the BUSINESS AUTO COVERAGE FORM and A.4.a. of the GARAGE COVERAGE FORM:

- (7) Prejudgment interest awarded against the "insured" on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

E. AMENDMENT OF FELLOW EMPLOYEE LIABILITY EXCLUSION

Paragraph B.5. Exclusions – Fellow Employee does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire. The insurance provided under this provision is excess over any other collectible insurance.

F. ADDITIONAL INSURED BY CONTRACT, PERMIT OR AGREEMENT

The following is added to A.1. Who Is An Insured of Section II – Liability Coverage of the BUSINESS AUTO COVERAGE FORM and A.3.a. and A.3.b. of Section II – Liability Coverage of the GARAGE COVERAGE FORM:

Any person or organization that you are required to name as an additional insured in a written contract or agreement that is executed or signed by you prior to a "bodily injury" or "property damage" occurrence is an "insured" for liability coverage. However, with respect to covered "autos", such person or organization is an insured only to the extent that person or organization qualifies as an "insured" under A.1. Who Is An Insured of Section II – Liability Coverage of the BUSINESS AUTO COVERAGE FORM or A.3. of Section II – Liability Coverage of the GARAGE COVERAGE FORM.

If specifically required by the written contract or agreement referenced in the paragraph above, any coverage provided by this endorsement to an additional insured shall be primary and any other valid and collectible insurance available to the additional insured shall be non-contributory with this insurance. If the written contract does not require this coverage to be primary and the additional insured's coverage to be non-contributory, then this insurance will be excess over any other valid and collectible insurance available to the additional insured.

ii. SECTION III - PHYSICAL DAMAGE COVERAGE of the BUSINESS AUTO COVERAGE FORM and SECTION IV - PHYSICAL DAMAGE COVERAGE of the GARAGE COVERAGE FORM are amended by adding the following:

A. HIRED CAR PHYSICAL DAMAGE

If hired "autos" are covered "autos" for Liability Coverage and if Comprehensive, Specified Causes of Loss or Collision Coverages are provided under this Coverage Form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire, subject to the following limit and applicable deductible:

The most we will pay for any one "accident" or "loss" to any hired "auto" is the lesser of:

1. the actual cash value of the hired "auto". An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss";
2. the cost to restore the hired "auto" to its "pre-accident physical condition"; or
3. \$50,000.

If a repair or replacement part restores the hired "auto" to better than its "pre-accident physical condition" we will not pay for the amount of the "betterment".

The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning. Hired Auto Physical Damage coverage is excess over any other collectible insurance. Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

B. PHYSICAL DAMAGE COVERAGE EXTENSIONS

Paragraph 4. - Coverage Extension of A. Coverage of the BUSINESS AUTO COVERAGE FORM and paragraph 3. - Coverage Extension - Loss of Use Expenses of Coverage A. Coverage of the GARAGE COVERAGE FORM is replaced by the following:

Coverage Extensions

a. Transportation Expenses

We will pay up to \$50 per day to a maximum of \$1,500 for temporary expense incurred by you because of the total theft of a covered "auto". We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 24 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss."

b. Loss of Use Expenses

For Hired Auto, Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver, under a written rental contract or agreement. We will pay for loss of use expenses if caused by:

- (1) Other than collision if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
- (2) Specified Causes of Loss only if the Declarations indicate that Specified Causes of Loss Coverage is provided for any covered "auto"; or
- (3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto."

However, the most we will pay for any expenses for loss of use is \$50 per day, to a maximum of \$1,500. The insurance provided by this provision is excess over any other collectible insurance.

c. Extra Expense

We will also pay for the expense of returning a stolen covered "auto" to you.

C. PERSONAL EFFECTS COVERAGE

The following paragraph is added as A.5. of the BUSINESS AUTO COVERAGE FORM and A.4. of the GARAGE COVERAGE FORM, Personal Effects Coverage:

5. We will pay up to \$500 for "loss" to wearing apparel and other personal effects which are:
 - a. owned by an "insured"; and
 - b. in or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto." No deductible applies to this coverage.

CA-7200 (Ed. 12-14)

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D. ACCIDENTAL DISCHARGE OF AIRBAG

The following is added to Section B. Exclusions:

However, the exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

E. LEASE/LOAN GAP COVERAGE

If a long term leased or financed "auto" is a covered "auto", we will pay, in the event of a total "loss", your additional legal obligation to the lessor or financial institution for any difference between the actual cash value of the "auto" at the time of the "loss" and the "outstanding balance" of the lease or loan.

"Outstanding balance" means the amount you owe on the lease or loan at the time of "loss" less any amounts:

1. representing taxes;
2. overdue payments;
3. penalties, interest or charges resulting from overdue payments;
4. additional mileage charges;
5. excess wear and tear charges;
6. lease termination fees;
7. security deposits not refunded by the lessor or financial institution;
8. costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease;
9. carry-over balances from previous loans or leases;
10. final payment due under a "balloon loan";
11. the dollar amount of any unrepaired damage which occurred prior to the "total loss" of a covered "auto"; and
12. any refunds payable or paid to you as a result of the early termination of a lease or loan agreement or as a result of the early termination of any warranty or extended agreement on a covered a "auto."

"Total loss" means a "loss" in which the cost of repairs plus the salvage value exceeds the actual cash value.

"Balloon loan" is a loan with periodic payments that are insufficient to repay the balance over the term of the loan, thereby requiring a large final payment.

F. DEDUCTIBLE AMENDMENTS

The following are added to paragraph D. Deductible of the BUSINESS AUTO COVERAGE FORM:

If another policy or coverage form that is not an automobile policy or coverage form issued by this company applies to the same "accident", the following applies:

1. If the deductible under this coverage is the smaller (or smallest) deductible, it will be waived;
2. If the deductible under this coverage is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

If a Comprehensive or Specified Causes of Loss Coverage "loss" from one "accident" involves two or more covered "autos", only the highest deductible applicable to those coverages will be applied to the "accident," if the cause of the loss is covered for those vehicles. This provision only applies if you carry Comprehensive or Specified Causes of Loss Coverage for those vehicles, and does not extend coverage to any covered "autos" for which you do not carry such coverage.

No deductible applies to glass if the glass is repaired, in a manner acceptable to us, rather than replaced.

G. TOWING AND LABOR

We will pay up to the following limits for towing and labor costs incurred each time a covered "auto" of the private passenger type or light truck is disabled:

1. \$100 for a covered "auto" rated and classified as a private passenger type vehicle.
2. \$150 for a covered "auto" rated and classified as a light truck type. For the purpose of this coverage light trucks are defined as a truck with a gross vehicle weight of 10,000 lbs. or less as defined by the manufacture as the maximum loaded weight the auto is designed to carry.

However, the labor must be performed at the place of disablement.

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H. RENTAL REIMBURSEMENT

Section III – Physical Damage Coverage Item A. Coverage of the BUSINESS AUTO COVERAGE FORM or Section IV – Physical Damage Coverage Item A. Coverage of the GARAGE COVERAGE FORM is amended by adding the following:

This coverage applies only to a covered "auto" rated and classified as a private passenger or light truck type as follows:

1. We will pay for rental reimbursement expenses incurred by you for the rental of a private passenger or light truck type "auto" because of "loss" to a covered private passenger or light truck type "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered private passenger or light truck type "auto". We will pay only for those covered "autos" for which you carry comprehensive and collision coverage. Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductibles apply to this coverage.
2. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:
 - a. The number of days reasonably required to repair or replace the covered private passenger or light truck type "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered private passenger or light truck type "auto" and return it to you; or
 - b. 30 days.
3. Our payment is limited to the lesser of the following amounts:
 - a. Necessary and actual expenses incurred, or
 - b. \$50 per day, up to a maximum of \$1,500.
4. This coverage does not apply while there are spare or reserve private passenger or light truck type "autos" available to you for your operations.
5. If "loss" results from the total theft of a covered "auto" of the private passenger or light truck type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided under Section III – Physical Damage Coverage, A. Coverage, 4. Coverage Extension.

For purposes of this Rental Reimbursement coverage, light truck is defined as a truck with a gross vehicle weight of 10,000 lbs. or less as defined by the manufacture as the maximum loaded weight the auto is designed to carry.

III. SECTION IV – BUSINESS AUTO CONDITIONS and SECTION V – GARAGE CONDITIONS are amended as follows:

A. NOTICE OF AND KNOWLEDGE OF OCCURRENCE

1. Your obligation in paragraph A.2.a., Loss Conditions – Duties in the Event of Accident, Claim, Suit or Loss, relative to notification requirements applies only when the "accident" or "loss" is known to:
 - a. You, if you are an individual;
 - b. A partner, if you are a partnership;
 - c. A member, if you are a Limited Liability Company; or
 - d. An executive officer or insurance manager, if you are a corporation.
2. Your obligation in paragraph A.2.b., Loss Conditions – Duties in the Event of Accident, Claim, Suit or Loss relative to providing us with documents concerning a claim or "suit" 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;
 - c. A member, if you are a Limited Liability Company; or
 - d. An executive officer or insurance manager, if you are a corporation.

B. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

The following is added to paragraph B.2. General Conditions – Concealment, Misrepresentation or Fraud:

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure.

C. HIRED CAR – COVERAGE TERRITORY

Item (5).(a) of paragraph B.7. General Conditions – Policy Period, Coverage Territory is replaced by the followi

(5).(a) A covered "auto" is leased, hired, rented or borrowed without a driver for a period of 30 days or less; an

D. WAIVER OF SUBROGATION

The Transfer of Rights of Recovery Against Others To Us Loss Condition is amended by adding the following:

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract or agreement executed prior to any "accident" because of payments we make for damages under this coverage form.

IV. SECTION V – DEFINITIONS of the BUSINESS AUTO COVERAGE FORM and **SECTION VI – DEFINITIONS** of the GARAGE COVERAGE FORM are amended as follows:

A. MENTAL ANGUISH

The definition of "bodily injury" in the DEFINITIONS section is replaced by the following:

"Bodily Injury" means bodily injury, sickness or disease sustained by any person, including mental anguish and death resulting from any of these.

B. ADDITIONAL DEFINITIONS

The following definitions are added:

"Betterment" means the amount of increase to the pre-damaged or pre-loss cash value of an "auto" attributed to the use of replacement parts which are of a type that are normally subject to repair and replacement during the useful life of an "auto" including but not limited to tires and batteries.

"Pre-accident physical condition" means the operational safety, function and appearance of the "auto" immediately prior to when the damage in question was sustained.

V. CANCELLATION CONDITION

Paragraph A.2. of the COMMON POLICY CONDITION – CANCELLATION applies except as follows:

If we cancel for any reason other than nonpayment of premium, we will mail or deliver to the First Named Insured written notice of cancellation at least 60 days before the effective date of cancellation. This provision does not apply in those states that require more than 60 days prior notice of cancellation.

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

Agreement between the City and County of San Francisco and
HealthRIGHT360

This Agreement is made this **1st day of January, 2014**, in the City and County of San Francisco, State of California, by and between: **HealthRIGHT360, 1735 Mission Street, San Francisco, CA 94103**, 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 Behavioral Health Services**, ("Department") wishes to Fiscal Intermediary Services; and,

WHEREAS, a Request for Proposal ("RFP") was issued on **June 11, 2013**, and City selected Contractor as the highest qualified scorer pursuant to the RFP; and

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

WHEREAS, approval for this Agreement was obtained when the Civil Service Commission approved Contract number **2011-08/09 on May 6, 2013**;

Now, THEREFORE, the parties agree as follows:

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

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

2. Term of the Agreement.

Subject to Section 1, the term of this Agreement shall be from January 1, 2014 to December 31, 2014.

3. Effective Date of Agreement.

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

4. Services Contractor Agrees to Perform.

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

5. Compensation.

Compensation shall be made in monthly payments on or before the 15th day of each month for work, as set forth in Section 4 of this Agreement, that the **Director of the Department of Public Health**, in his or her sole discretion, concludes has been performed as of the 30th day of the immediately preceding month. In no event shall the amount of this Agreement exceed **Nine Million Seven Hundred Thousand Four Hundred Ninety Five Dollars (\$9,700,495)**. The breakdown of costs associated with this Agreement appears in Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein. No charges shall be incurred under this Agreement nor shall any payments become due to Contractor until reports, services, or both, required under this Agreement are received from Contractor and approved by **Department of Public Health** as being in accordance with this Agreement. City may withhold payment to Contractor in any instance in which Contractor has failed or refused to satisfy any material obligation provided for under this Agreement. In no event shall City be liable for interest or late charges for any late payments.

6. Guaranteed Maximum Costs.

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

7. Payment; Invoice Format.

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

8. Submitting False Claims; Monetary Penalties.

Pursuant to San Francisco Administrative Code §21.35, any contractor, subcontractor or consultant who submits a false claim shall be liable to the City for the statutory penalties set forth in that section. The

text of Section 21.35, along with the entire San Francisco Administrative Code is available on the web at [http://www.amlegal.com/nxt/gateway.dll/California/administrative/administrativecode?f=templates\\$fn=default.htm\\$3.0\\$vid=amlegal:sanfrancisco_ca\\$sync=1](http://www.amlegal.com/nxt/gateway.dll/California/administrative/administrativecode?f=templates$fn=default.htm$3.0$vid=amlegal:sanfrancisco_ca$sync=1). A contractor, subcontractor or consultant will be deemed to have submitted a false claim to the City if the contractor, subcontractor or consultant: (a) knowingly presents or causes to be presented to an officer or employee of the City a false claim or request for payment or approval; (b) knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or approved by the City; (c) conspires to defraud the City by getting a false claim allowed or paid by the City; (d) knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the City; or (e) is a beneficiary of an inadvertent submission of a false claim to the City, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the City within a reasonable time after discovery of the false claim.

9. Disallowance.

If Contractor claims or receives payment from City for a service, reimbursement for which is later disallowed by the State of California or United States Government, Contractor shall promptly refund the disallowed amount to City upon City's request. At its option, City may offset the amount disallowed from any payment due or to become due to Contractor under this Agreement or any other Agreement. By executing this Agreement, Contractor certifies that Contractor is not suspended, debarred or otherwise excluded from participation in federal assistance programs. Contractor acknowledges that this certification of eligibility to receive federal funds is a material terms of the Agreement.

10. Taxes.

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

- 1) Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that Contractor, and any permitted successors and assigns, may be subject to real property tax assessments on the possessory interest;
- 2) Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that the creation, extension, renewal, or assignment of this Agreement may result in a "change in ownership" for purposes of real property taxes, and therefore may result in a revaluation of any possessory interest created by this Agreement. Contractor accordingly agrees on behalf of itself and its permitted successors and assigns to report on behalf of the City to the County Assessor the information required by Revenue and Taxation Code section 480.5, as amended from time to time, and any successor provision.
- 3) Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that other events also may cause a change of ownership of the possessory interest and result in the revaluation of the possessory interest. (see, e.g., Rev. & Tax. Code section 64, as amended from time to time). Contractor accordingly agrees on behalf of itself and its permitted successors and assigns to report any change in ownership to the County Assessor, the State Board of Equalization or other public agency as required by law.
- 4) Contractor further agrees to provide such other information as may be requested by the City to enable the City to comply with any reporting requirements for possessory interests that are imposed by applicable law.

11. Payment Does Not Imply Acceptance of Work.

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

12. Qualified Personnel.

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

13. Responsibility for Equipment.

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

14. Independent Contractor; Payment of Taxes and Other Expenses

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

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

against such liability). A determination of employment status pursuant to the preceding two paragraphs shall be solely for the purposes of the particular tax in question, and for all other purposes of this Agreement, Contractor shall not be considered an employee of City. Notwithstanding the foregoing, should any court, arbitrator, or administrative authority determine that Contractor is an employee for any other purpose, then Contractor agrees to a reduction in City's financial liability so that City's total expenses under this Agreement are not greater than they would have been had the court, arbitrator, or administrative authority determined that Contractor was not an employee.

15. Insurance

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

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

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

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

4) Professional liability insurance, applicable to Contractor's profession, with limits not less than \$1,000,000 each claim with respect to negligent acts, errors or omissions in connection with professional services to be provided under this Agreement.

5) Blanket Fidelity Bond (Commercial Blanket Bond): Limits in the amount of the Initial Payment provided for in the Agreement

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

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

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

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

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

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

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

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

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

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

16. Indemnification

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

17. Incidental and Consequential Damages.

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

18. Liability of City.

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

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

20. Default; Remedies.

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

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

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

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

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

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

b. On and after any Event of Default, City shall have the right to exercise its legal and equitable remedies, including, without limitation, the right to terminate this Agreement or to seek specific performance of all or any part of this Agreement. In addition, City shall have the right (but no obligation) to cure (or cause to be cured) on behalf of Contractor any Event of Default; Contractor shall pay to City

on demand all costs and expenses incurred by City in effecting such cure, with interest thereon from the date of incurrence at the maximum rate then permitted by law. City shall have the right to offset from any amounts due to Contractor under this Agreement or any other agreement between City and Contractor all damages, losses, costs or expenses incurred by City as a result of such Event of Default and any liquidated damages due from Contractor pursuant to the terms of this Agreement or any other agreement.

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

21. Termination for Convenience

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

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

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

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

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

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

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

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

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

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

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

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

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

Subject to the immediately preceding sentence, upon termination of this Agreement prior to expiration of the term specified in Section 2, this Agreement shall terminate and be of no further force or effect. Contractor shall transfer title to City, and deliver in the manner, at the times, and to the extent, if any, directed by City, any work in progress, completed work, supplies, equipment, and other materials

produced as a part of, or acquired, in connection with the performance of this Agreement, and any completed or partially completed work which, if this Agreement had been completed, would have been required to be furnished to City. This subsection shall survive termination of this Agreement.

23. Conflict of Interest.

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

24. Proprietary or Confidential Information of City

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

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

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

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

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

25. Notices to the Parties.

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

To CITY:	Office of Contract Management and Compliance Department of Public Health 1380 Howard Street, #419c San Francisco, California 94103	FAX: (415) 255-3088 e-mail: Junko.craft@sfdph.org
And:	John Fordham BUDGET DIVISION 1380 HOWARD STREET SAN FRANCISCO, CA 94103	FAX: (415) 255-3529 e-mail: John.fordham@sfdph.org
To CONTRACTOR:	VITKA EISEN 1735 MISSION STREET SAN FRANCISCO, CA 94103	FAX: (415) 692-8225 e-mail: veisen@healthright360.org

Any notice of default must be sent by registered mail.

26. Ownership of Results.

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

27. Works for Hire.

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

28. Audit and Inspection of Records

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

b. Contractor shall annually have its books of accounts audited by a Certified Public Accountant and a copy of said audit report and the associated management letter(s) shall be transmitted to the

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

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

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

29. Subcontracting.

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

30. Assignment.

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

31. Non-Waiver of Rights.

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

32. Earned Income Credit (EIC) Forms.

Administrative Code section 120 requires that employers provide their employees with IRS Form W-5 (The Earned Income Credit Advance Payment Certificate) and the IRS EIC Schedule, as set forth below. Employers can locate these forms at the IRS Office, on the Internet, or anywhere that Federal Tax Forms can be found. Contractor shall provide EIC Forms to each Eligible Employee at each of the following times: (i) within thirty days following the date on which this Agreement becomes effective (unless Contractor has already provided such EIC Forms at least once during the calendar year in which such effective date falls); (ii) promptly after any Eligible Employee is hired by Contractor; and (iii) annually between January 1 and January 31 of each calendar year during the term of this Agreement. Failure to comply with any requirement contained in subparagraph (a) of this Section shall constitute a material breach by Contractor of the terms of this Agreement. If, within thirty days after Contractor receives

written notice of such a breach, Contractor fails to cure such breach or, if such breach cannot reasonably be cured within such period of thirty days, Contractor fails to commence efforts to cure within such period or thereafter fails to diligently pursue such cure to completion, the City may pursue any rights or remedies available under this Agreement or under applicable law. Any Subcontract entered into by Contractor shall require the subcontractor to comply, as to the subcontractor's Eligible Employees, with each of the terms of this section. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Section 120 of the San Francisco Administrative Code.

33. Local Business Enterprise Utilization; Liquidated Damages

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

a. Compliance and Enforcement

1) Enforcement. If Contractor willfully fails to comply with any of the provisions of the LBE Ordinance, the rules and regulations implementing the LBE Ordinance, or the provisions of this Agreement pertaining to LBE participation, Contractor shall be liable for liquidated damages in an amount equal to Contractor's net profit on this Agreement, or 10% of the total amount of this Agreement, or \$1,000, whichever is greatest. The Director of the City's Contracts Monitoring Division or any other public official authorized to enforce the LBE Ordinance (separately and collectively, the "Director of CMD") may also impose other sanctions against Contractor authorized in the LBE Ordinance, including declaring the Contractor to be irresponsible and ineligible to contract with the City for a period of up to five years or revocation of the Contractor's LBE certification. The Director of CMD will determine the sanctions to be imposed, including the amount of liquidated damages, after investigation pursuant to Administrative Code §14B.17. By entering into this Agreement, Contractor acknowledges and agrees that any liquidated damages assessed by the Director of the CMD shall be payable to City upon demand. Contractor further acknowledges and agrees that any liquidated damages assessed may be withheld from any monies due to Contractor on any contract with City. Contractor agrees to maintain records necessary for monitoring its compliance with the LBE Ordinance for a period of three years following termination or expiration of this Agreement, and shall make such records available for audit and inspection by the Director of CMD or the Controller upon request.

34. Nondiscrimination; Penalties

a. Contractor Shall Not Discriminate. In the performance of this Agreement, Contractor agrees not to discriminate against any employee, City and County employee working with such contractor or subcontractor, applicant for employment with such contractor or subcontractor, or against any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations, on the basis of the fact or perception of a person's race,

color, creed, religion, national origin, ancestry, age, height, weight, sex, sexual orientation, gender identity, domestic partner status, marital status, disability or Acquired Immune Deficiency Syndrome or HIV status (AIDS/HIV status), or association with members of such protected classes, or in retaliation for opposition to discrimination against such classes.

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

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

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

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

35. MacBride Principles—Northern Ireland.

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

36. Tropical Hardwood and Virgin Redwood Ban.

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

37. Drug-Free Workplace Policy.

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

38. Resource Conservation.

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

39. Compliance with Americans with Disabilities Act.

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

40. Sunshine Ordinance.

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

41. Public Access to Meetings and Records.

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

42. Limitations on Contributions.

Through execution of this Agreement, Contractor acknowledges that it is familiar with section 1.126 of the City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with the City for the rendition of personal services, for the furnishing of any material, supplies or equipment, for the sale or lease of any land or building, or for a grant, loan or loan guarantee, from making any

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

43. Requiring Minimum Compensation for Covered Employees

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

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

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

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

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

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

are reasonable estimates of the costs that the City and the public will incur for Contractor's noncompliance. The procedures governing the assessment of liquidated damages shall be those set forth in Section 12P.6.2 of Chapter 12P.

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

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

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

44. Requiring Health Benefits for Covered Employees.

Contractor agrees to comply fully with and be bound by all of the provisions of the Health Care Accountability Ordinance (HCAO), as set forth in San Francisco Administrative Code Chapter 12Q, including the remedies provided, and implementing regulations, as the same may be amended from time to time. The provisions of section 12Q.5.1 of Chapter 12Q are incorporated by reference and made a part of this Agreement as though fully set forth herein. The text of the HCAO is available on the web at www.sfgov.org/olse. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 12Q.

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

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

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

d. Any Subcontract entered into by Contractor shall require the Subcontractor to comply with the requirements of the HCAO and shall contain contractual obligations substantially the same as those set forth in this Section. Contractor shall notify City's Office of Contract Administration when it enters into such a Subcontract and shall certify to the Office of Contract Administration that it has notified the

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

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

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

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

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

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

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

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

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

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

45. **First Source Hiring Program**

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

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

property contract. Contractors shall also enter into an agreement with the City for any other work that it performs in the City. Such agreement shall:

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

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

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

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

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

6) Set the term of the requirements.

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

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

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

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

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

e. **Liquidated Damages.** Contractor agrees:

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

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

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

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

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

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

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

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

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

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

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

46. Prohibition on Political Activity with City Funds.

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

47. Preservative-treated Wood Containing Arsenic.

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

48. Modification of Agreement.

This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved in the same manner as this Agreement. **[If the contract amount is \$50,000 or more, then add the following sentence:]** Contractor shall cooperate with Department to submit to the Director of CMD any amendment, modification, supplement or change order that would result in a cumulative increase of the original amount of this Agreement by more than 20% (CMD Contract Modification Form).

49. Administrative Remedy or Agreement Interpretation – ~~DELETE BY MUTUAL AGREEMENT OF THE PARTIES~~

50. Agreement Made in California; Venue.

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

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

52. Entire Agreement.

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

53. Compliance with Laws.

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

54. Services Provided by Attorneys.

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

55. Left blank by agreement of the parties. (Supervision of Minors).

56. Severability.

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

57. Protection of Private Information.

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

58. Not Used.

59. Food Service Waste Reduction Requirements.

Effective June 1, 2007 Contractor agrees to comply fully with and be bound by all of the provisions of the Food Service Waste Reduction Ordinance, as set forth in San Francisco Environment Code Chapter 16, including the remedies provided, and implementing guidelines and rules. The provisions of Chapter 16 are incorporated herein by reference and made a part of this Agreement as though fully set forth. This provision is a material term of this Agreement. By entering into this Agreement, Contractor agrees that if it breaches this provision, City will suffer actual damages that will be impractical or extremely difficult to determine; further, Contractor agrees that the sum of one hundred dollars (\$100) liquidated damages for the first breach, two hundred dollars (\$200) liquidated damages for the second breach in the same year, and five hundred dollars (\$500) liquidated damages for subsequent breaches in the same year is a reasonable estimate of the damage that City will incur based on the violation, established in light of the circumstances existing at the time this Agreement was made. Such amount shall not be considered a penalty, but rather agreed monetary damages sustained by City because of Contractor's failure to comply with this provision.

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

61. Cooperative Drafting.

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

62. Dispute Resolution Procedure.

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

63. Additional Terms.

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

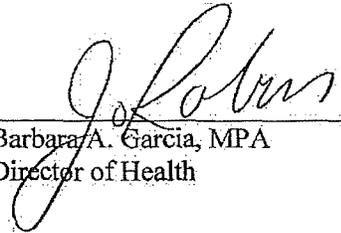
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day first mentioned above.

CITY

CONTRACTOR

Recommended by:

HealthRIGHT360

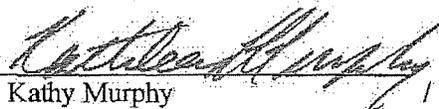

Barbara A. Garcia, MPA
Director of Health
Date 2-3-14

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:

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.

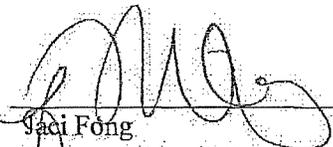
Dennis J. Herrera
City Attorney

By: 
Kathy Murphy
Deputy City Attorney
Date 2/14/14


Vitka Eisen, MSW, EdD
Chief Executive Officer
1735 Mission Street
San Francisco, CA 94103
Date 1/31/14

Approved:

City vendor number: 08817


Jaci Fong
Director of the Office of
Contract Administration and
Purchaser
Date 4/2/2014

Appendices

- A: Services to be provided by Contractor
- B: Calculation of Charges
- C: Insurance Waiver (If not used insert Reserved)
- D: Additional Terms
- E: Business Associate Agreement
- F: Invoice
- G: Dispute Resolution
- H: Private Policy Compliance
- I: Emergency Response
- J: Declaration of Compliance

RECEIVED
PARISH AND DISTRICT
APR 10 AM 2:25

Contractor: HealthRIGHT 360 (Fiscal Intermediary)
Program: CBHS CYF Care Management
Fiscal Year: 2013-14

Appendix A-1
Document Date: 03/19/14
Term: 01/01/14-06/30/14

1. Contractor and Program Identification

Contractor Name: HealthRIGHT 360 (Fiscal Intermediary)
Address: 1735 Mission Street
San Francisco, CA 94103
Phone: 415-762-3700

Program Name: CBHS CYF Care Management
Address: 1380 Howard Street, 5th Floor
San Francisco, CA 94103
Phone: 415-255-3439
Contact: Kenneth Epstein, Director, CBHS CYF SOC

2. Nature of Document (check one)

New Renewal Modification

3. Goal Statement

- 1) To provide appropriate fiscal oversight and management and fulfill all fiscal reporting requirements
- 2) To maintain personnel files

4. Target Population

As an administrative modality, there is no target population.

5. Modality and Program Description

This appendix provides funding for the following administrative activities:

- CBHS CYF care-management support funded by San Francisco General Funds with funding term 01/01/14-06/30/14
- CBHS CYF care-management support funded by Federal SAMHSA FMP grant with funding term 01/01/14-06/30/14
- CBHS CYF care-management support funded by HSA Childcare Work Order with funding term 01/01/14-06/30/14

6. Methodology

As an administrative function, policies of both HR360 and CBHS apply.

7. Outcome Objectives

As an administrative modality, outcome objectives are as follows:

- 1) To provide appropriate fiscal oversight and management and fulfill all fiscal reporting requirements
- 2) To maintain personnel files

8. Continuous Quality Improvement

Contract evaluation is the joint responsibility of HR360 and CBHS.

Contractor: HealthRIGHT 360 (Fiscal Intermediary)
Program: CBHS CYF Family Mosaic Project
Fiscal Year: 2013-14

Appendix A-2
Document Date: 03/19/14
Term: 01/01/14-06/30/14

1. Contractor and Program Identification

Contractor Name: HealthRIGHT 360 (Fiscal Intermediary)
Address: 1735 Mission Street
San Francisco, CA 94103
Phone: 415-762-3700

Program Name: CBHS CYF Family Mosaic Project
Address: 1309 Evans Avenue
San Francisco, CA 94124
Phone: 415-206-7600 / 415-255-3439
Contact: Janet Avila, Executive Director, FMP
Kenneth Epstein, Director, CBHS CYF SOC

2. Nature of Document (check one)

New Renewal Modification

3. Goal Statement

- 1) To provide appropriate fiscal oversight and management and fulfill all fiscal reporting requirements
- 2) To maintain personnel files

4. Target Population

As an administrative modality, there is no target population.

5. Modality and Program Description

This appendix provides funding for the following administrative activities:

- CBHS CYF Family Mosaic Project funded by State FMP Capitated Medi-Cal with funding term 01/01/14-06/30/14

6. Methodology

As an administrative function, policies of both HR360 and CBHS apply.

7. Outcome Objectives

As an administrative modality, outcome objectives are as follows:

- 1) To provide appropriate fiscal oversight and management and fulfill all fiscal reporting requirements
- 2) To maintain personnel files

8. Continuous Quality Improvement

Contract evaluation is the joint responsibility of HR360 and CBHS.

1. Contractor and Program Identification

Contractor Name: HealthRIGHT 360 (Fiscal Intermediary)
Address: 1735 Mission Street
San Francisco, CA 94103
Phone: 415-762-3700

Program Name: CBHS CYF Fostercare Migration
Address: 3801 3rd Street, Suite 400
San Francisco, CA 94124
Phone: 415-970-3877 / 415-255-3439
Contact: Thomas Maloney, Program Director, Fostercare Mental Health Program
Kenneth Epstein, Director, CBHS CYF SOC

2. Nature of Document (check one)

New Renewal Modification

3. Goal Statement

- 1) To provide appropriate fiscal oversight and management and fulfill all fiscal reporting requirements
- 2) To maintain personnel files

4. Target Population

As an administrative modality, there is no target population.

5. Modality and Program Description

As an administrative modality, there is no target population. This appendix provides funding for the following administrative activities:

- CBHS CYF Foster Care Migration funded by San Francisco General Funds and HSA Fostercare Work Order with funding term 01/01/14-06/30/14

6. Methodology

As an administrative function, policies of both HR360 and CBHS apply.

7. Outcome Objectives

As an administrative modality, outcome objectives are as follows:

- 1) To provide appropriate fiscal oversight and management and fulfill all fiscal reporting requirements
- 2) To maintain personnel files

8. Continuous Quality Improvement

Contract evaluation is the joint responsibility of HR360 and CBHS.

1. Contractor and Program Identification

Contractor Name: HealthRIGHT 360 (Fiscal Intermediary)
Address: 1735 Mission Street
San Francisco, CA 94103
Phone: 415-762-3700

Program Name: CBHS CYF SPMP Fostercare
Address: 3801 3rd Street, Suite 400
San Francisco, CA 94124
Phone: 415-970-3877 / 415-255-3439
Contact: Thomas Maloney, Program Director, Foster Care Mental Health Program
Kenneth Epstein, Director, CBHS CYF SOC

2. Nature of Document (check one)

New Renewal Modification

3. Goal Statement

- 1) To provide appropriate fiscal oversight and management and fulfill all fiscal reporting requirements
- 2) To maintain personnel files

4. Target Population

As an administrative modality, there is no target population.

5. Modality and Program Description

This appendix provides funding for the following administrative activities:

- CBHS CYF SPMP Fostercare funded by San Francisco General Funds and HSA SPMP Fostercare Work Order with funding term 01/01/14-06/30/14
- CBHS CYF SPMP Fostercare funded by HSA GF Match Work Order with funding term 01/01/14-06/30/14

6. Methodology

As an administrative function, policies of both HR360 and CBHS apply.

7. Outcome Objectives

As an administrative modality, outcome objectives are as follows:

- 1) To provide appropriate fiscal oversight and management and fulfill all fiscal reporting requirements
- 2) To maintain personnel files

8. Continuous Quality Improvement

Contract evaluation is the joint responsibility of HR360 and CBHS.

1. Contractor and Program Identification

Contractor Name: HealthRIGHT 360 (Fiscal Intermediary)
Address: 1735 Mission Street
San Francisco, CA 94103
Phone: 415-762-3700

Program Name: CBHS MH FI Services
Address: 1380 Howard Street, 4th Floor
San Francisco, CA 94103
Phone: 415-255-3416
Contact: Shirley Giang, Budget Director, DPH Community Programs

2. Nature of Document (check one)

New Renewal Modification

3. Goal Statement

- 1) To provide appropriate fiscal oversight and management and fulfill all fiscal reporting requirements
- 2) To maintain personnel files

4. Target Population

As an administrative modality, there is no target population.

5. Modality and Program Description

This appendix provides funding for the following administrative activities:

- MH FI Services funded by San Francisco General Funds with funding term 01/01/14-06/30/14
- Sunnyside Community Facility Services funded by San Francisco General Funds with funding term 01/01/14-06/30/14
- MHSA FI Services funded by State MHSA (Prop 63) with funding term 01/01/14-06/30/14

6. Methodology

As an administrative function, policies of both HR360 and DPH apply.

7. Outcome Objectives

As an administrative modality, outcome objectives are as follows:

- 1) To provide appropriate fiscal oversight and management and fulfill all fiscal reporting requirements
- 2) To maintain personnel files

8. Continuous Quality Improvement

Contract evaluation is the joint responsibility of HR360 and DPH.

1. Contractor and Program Identification

Contractor Name: HealthRIGHT 360 (Fiscal Intermediary)
Address: 1735 Mission Street
San Francisco, CA 94103
Phone: 415-762-3700

Program Name: CBHS SA FI Services
Address: 1380 Howard Street, 4th Floor
San Francisco, CA 94103
Phone: 415-255-3416
Contact: Shirley Giang, Budget Director, DPH Community Programs

2. Nature of Document (check one)

New Renewal Modification

3. Goal Statement

- 1) To provide appropriate fiscal oversight and management and fulfill all fiscal reporting requirements
- 2) To maintain personnel files

4. Target Population

As an administrative modality, there is no target population.

5. Modality and Program Description

This appendix provides funding for the following administrative activities:

- Data Manager services funded by San Francisco General Funds with funding term 01/01/14-06/30/14
- HIV Set-Aside Coordinator services funded by SAPT HIV Set-Aside with funding term 01/01/14-06/30/14
- Methadone Van expenses funded by San Francisco General Funds with funding term 01/01/14-06/30/14
- Quality Management services funded by San Francisco General Funds with funding term 01/01/14-06/30/14
- Training services funded by Federal SAPT Primary Prevention funds with funding term 01/01/14-06/30/14
- Children's Program services funded by HSA Children's Program Work Order funds with funding term 01/01/14-06/30/14

6. Methodology

As an administrative function, policies of both HR360 and CBHS apply.

7. Outcome Objectives

As an administrative modality, outcome objectives are as follows:

- 1) To provide appropriate fiscal oversight and management and fulfill all fiscal reporting requirements
- 2) To maintain personnel files

8. Continuous Quality Improvement

Contract evaluation is the joint responsibility of HR360 and CBHS.

Contractor: HealthRIGHT 360 (Fiscal Intermediary)
Program: CBHS Drug Court Treatment Center
Fiscal Year: 2013-14

Appendix A-7
Document Date: 03/19/14
Term: 01/01/14-06/30/14

1. Contractor and Program Identification

Contractor Name: HealthRIGHT 360 (Fiscal Intermediary)
Address: 1735 Mission Street
San Francisco, CA 94103
Phone: 415-762-3700

Program Name: CBHS Drug Court Treatment Center
Address: 509 6th Street
San Francisco, CA 94107
Phone: 415-222-6150 / 415-503-4732
Contact: Kate Godsey, Program Coordinator, DCTC
Craig Murdock, Health Program Coordinator, CBHS

2. Nature of Document (check one)

New Renewal Modification

3. Goal Statement

- 1) To provide appropriate fiscal oversight and management and fulfill all fiscal reporting requirements
- 2) To maintain personnel files

4. Target Population

As an administrative modality, there is no target population.

5. Modality and Program Description

This appendix provides funding for the following administrative activities:

- CBHS DCTC funded by San Francisco General Funds with funding term 01/01/14-06/30/14
- CBHS DCTC funded by State Public Safety Realignment (PSR) Drug Court funds with funding term 01/01/14-06/30/14

6. Methodology

As an administrative function, policies of both HR360 and CBHS apply.

7. Outcome Objectives

As an administrative modality, outcome objectives are as follows:

- 1) To provide appropriate fiscal oversight and management and fulfill all fiscal reporting requirements
- 2) To maintain personnel files

8. Continuous Quality Improvement

Contract evaluation is the joint responsibility of HR360 and CBHS.

1. Contractor and Program Identification

Contractor Name: HealthRIGHT 360 (Fiscal Intermediary)
Address: 1735 Mission Street
San Francisco, CA 94103
Phone: 415-762-3700

Program Name: CBHS Behavioral Health Access Center
Address: 1380 Howard Street, 1st Floor
San Francisco, CA 94103
Phone: 415-503-4730
Contact: Craig Murdock, Health Program Coordinator, CBHS

2. Nature of Document (check one)

New Renewal Modification

3. Goal Statement

- 1) To provide appropriate fiscal oversight and management and fulfill all fiscal reporting requirements
- 2) To maintain personnel files

4. Target Population

As an administrative modality, there is no target population.

5. Modality and Program Description

This appendix provides funding for the following administrative activities:

- CBHS BHAC funded by San Francisco General Funds with funding term 01/01/14-06/30/14
- CBHS BHAC funded by State BASN funds with funding term 01/01/14-06/30/14

6. Methodology

As an administrative function, policies of both HR360 and CBHS apply.

7. Outcome Objectives

As an administrative modality, outcome objectives are as follows:

- 1) To provide appropriate fiscal oversight and management and fulfill all fiscal reporting requirements
- 2) To maintain personnel files

8. Continuous Quality Improvement

Contract evaluation is the joint responsibility of HR360 and CBHS.

Contractor: HealthRIGHT 360 (Fiscal Intermediary)
Program: Project Homeless Connect
Fiscal Year: 2013-14

Appendix A-9
Document Date: 03/19/14
Term: 01/01/14-06/30/14

1. Contractor and Program Identification

Contractor Name: HealthRIGHT 360 (Fiscal Intermediary)
Address: 1735 Mission Street
San Francisco, CA 94103
Phone: 415-762-3700

Program Name: CBHS Project Homeless Connect
Address: 1380 Howard Street, 4th Floor
San Francisco, CA 94103
Phone: 415-255-3416
Contact: Shirley Giang, Budget Director, DPH Community Programs

2. Nature of Document (check one)

New Renewal Modification

3. Goal Statement

- 1) To provide appropriate fiscal oversight and management and fulfill all fiscal reporting requirements
- 2) To maintain personnel files

4. Target Population

As an administrative modality, there is no target population.

5. Modality and Program Description

This appendix provides funding for the following administrative activities:

- PHC funded by San Francisco General Funds with funding term 01/01/14-06/30/14
- PHC Everyday Connect funded by San Francisco General Funds with funding term 01/01/14-06/30/14

6. Methodology

As an administrative function, policies of both HR360 and CBHS apply.

7. Outcome Objectives

As an administrative modality, outcome objectives are as follows:

- 1) To provide appropriate fiscal oversight and management and fulfill all fiscal reporting requirements
- 2) To maintain personnel files

8. Continuous Quality Improvement

Contract evaluation is the joint responsibility of HR360 and CBHS.

Contractor: HealthRIGHT 360 (Fiscal Intermediary)
Program: Minority AIDS Initiative
Fiscal Year: 2013-14

Appendix A-10
Document Date: 03/19/14
Term: 01/01/14-09/29/14

1. Contractor and Program Identification

Contractor Name: HealthRIGHT 360 (Fiscal Intermediary)
Address: 1735 Mission Street
San Francisco, CA 94103
Phone: 415-762-3700

Program Name: Minority AIDS Initiative
Address: 25 Van Ness Avenue, 7th Floor
San Francisco, CA 94102
Phone: 415-554-9126
Contact: Dara Geckeler, Project Coordinator

2. Nature of Document (check one)

New Renewal Modification

3. Goal Statement

1) To provide appropriate fiscal oversight and management and fulfill all fiscal reporting requirements

4. Target Population

As an administrative modality, there is no target population.

5. Modality and Program Description

This appendix provides funding for the following administrative activities:

- Minority AIDS Initiative funded by Federal SAMHSA grant with funding term 01/01/14-09/29/14

6. Methodology

As an administrative function, policies of both HR360 and DPH apply.

7. Outcome Objectives

As an administrative modality, outcome objectives are as follows:

- 1) To provide appropriate fiscal oversight and management and fulfill all fiscal reporting requirements

8. Continuous Quality Improvement

Contract evaluation is the joint responsibility of HR360 and DPH.

1. Contractor and Program Identification

Contractor Name: HealthRIGHT 360 (Fiscal Intermediary)
Address: 1735 Mission Street
San Francisco, CA 94103
Phone: 415-762-3700

Program Name: Primary & Behavioral Health Care Integration
Address: 1380 Howard Street, 4th Floor
San Francisco, CA 94103
Phone: 415-255-3940
Contact: Jana Rickerson, Project Coordinator

2. Nature of Document (check one)

New Renewal Modification

3. Goal Statement

1) To provide appropriate fiscal oversight and management and fulfill all fiscal reporting requirements

4. Target Population

As an administrative modality, there is no target population.

5. Modality and Program Description

This appendix provides funding for the following administrative activities:

- Primary & Behavioral Health Care Integration funded by Federal SAMHSA grant with funding term 01/01/14-08/31/14

6. Methodology

As an administrative function, policies of both HR360 and DPH apply.

7. Outcome Objectives

As an administrative modality, outcome objectives are as follows:

- 1) To provide appropriate fiscal oversight and management and fulfill all fiscal reporting requirements

8. Continuous Quality Improvement

Contract evaluation is the joint responsibility of HR360 and DPH.

1. Contractor and Program Identification

Contractor Name: HealthRIGHT 360 (Fiscal Intermediary)
Address: 1735 Mission Street
San Francisco, CA 94103
Phone: 415-762-3700

Program Name: COPC FI Services
Address: 1380 Howard Street, 4th Floor
San Francisco, CA 94103
Phone: 415-255-3586 / 415-255-3416
Contact: Bill Blum, Director, COPC
Shirley Giang, Budget Director, DPH Community Programs

2. Nature of Document (check one)

New Renewal Modification

3. Goal Statement

1) To provide appropriate fiscal oversight and management and fulfill all fiscal reporting requirements.

4. Target Population

As an administrative modality, there is no target population.

5. Modality and Program Description

This appendix provides funding for the following administrative activities:

- Primary Care Encounters funded by San Francisco General funds with funding term 01/01/14-06/30/14
- Tom Waddell Health Center (TWHC) Shelter Nutritionist funded by San Francisco General funds with funding term 01/01/14-06/30/14
- Southeast Health Center (SEHC) Salesforce funded by Salesforce.com Grant funding with funding term 01/01/14-06/30/14

6. Methodology

As an administrative function, policies of both HR360 and DPH apply.

7. Outcome Objectives

As an administrative modality, outcome objectives are as follows:

1) To provide appropriate fiscal oversight and management and fulfill all fiscal reporting requirements.

8. Continuous Quality Improvement

Contract evaluation is the joint responsibility of HR360 and DPH.

Contractor: HealthRIGHT 360 (Fiscal Intermediary)
Program: Children Community Response Network
Fiscal Year: 2013-14

Appendix A-13
Document Date: 03/19/14
Term: 01/01/14-06/30/14

1. Contractor and Program Identification

Contractor Name: HealthRIGHT 360 (Fiscal Intermediary)
Address: 1735 Mission Street
San Francisco, CA 94103
Phone: 415-762-3700

Program Name: Children Community Response Network
Address: 1380 Howard Street, 4th Floor
San Francisco, CA 94103
Phone: 415-554-8959 / 415-255-3416
Contact: Taras Madison, Budget Director, DCYF
Shirley Giang, Budget Director, DPH Community Programs

2. Nature of Document (check one)

New Renewal Modification

3. Goal Statement

1) To provide appropriate fiscal oversight and management and fulfill all fiscal reporting requirements

4. Target Population

As an administrative modality, there is no target population.

5. Modality and Program Description

This appendix provides funding for the following administrative activities:

- Children Community Response Network funded by Community Health CRN Work Order funds with funding term 01/01/14-06/30/14

6. Methodology

As an administrative function, policies of both HR360 and DPH apply.

7. Outcome Objectives

As an administrative modality, outcome objectives are as follows:

1) To provide appropriate fiscal oversight and management and fulfill all fiscal reporting requirements

8. Continuous Quality Improvement

Contract evaluation is the joint responsibility of HR360 and DPH.



Appendix B
Calculation of Charges

1. Method of Payment

A. Invoices furnished by CONTRACTOR under this Agreement must be in a form acceptable to the Contract Administrator and the CONTROLLER and must include the Contract Progress Payment Authorization number or Contract Purchase Number. All amounts paid by CITY to CONTRACTOR shall be subject to audit by CITY. The CITY shall make monthly payments as described below. Such payments shall not exceed those amounts stated in and shall be in accordance with the provisions of Section 5, COMPENSATION, of this Agreement.

Compensation for all SERVICES provided by CONTRACTOR shall be paid in the following manner. For the purposes of this Section, "General Fund" shall mean all those funds which are not Work Order or Grant funds. "General Fund Appendices" shall mean all those Appendices which include General Fund monies.

(1) Fee For Service (Monthly Reimbursement by Certified Units at Budgeted Unit Rates):

CONTRACTOR shall submit monthly invoices in the format attached, Appendix F, and in a form acceptable to the Contract Administrator, by the fifteenth (15th) calendar day of each month, based upon the number of units of service that were delivered in the preceding month. All deliverables associated with the SERVICES defined in Appendix A times the unit rate as shown in the Appendices cited in this paragraph shall be reported on the invoice(s) each month. All charges 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) Cost Reimbursement (Monthly Reimbursement for Actual Expenditures within Budget):

CONTRACTOR shall submit monthly invoices in the format attached, Appendix F, and in a form acceptable to the Contract Administrator, by the fifteenth (15th) calendar day of each month for reimbursement of the actual costs for SERVICES of the 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.

B. Final Closing Invoice

(1) Fee For Service Reimbursement:

A final closing invoice, clearly marked "FINAL," shall be submitted no later than forty-five (45) calendar days following the closing date of each fiscal year of the Agreement, and shall include only those SERVICES rendered during the referenced period of performance. If SERVICES are not invoiced during this period, all unexpended funding set aside for this Agreement will revert to CITY. CITY'S final reimbursement to the CONTRACTOR at the close of the Agreement period shall be adjusted to conform to actual units certified multiplied by the unit rates identified in Appendix B attached hereto, and shall not exceed the total amount authorized and certified for this Agreement.

(2) Cost Reimbursement:

A final closing invoice, clearly marked "FINAL," shall be submitted no later than forty-five (45) calendar days following the closing date of each fiscal year 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.

C. Payment shall be made by the CITY to CONTRACTOR at the address specified in the section entitled "Notices to Parties."

D. Upon execution of this Agreement, contingent upon prior approval by the CITY'S Department of Public Health of each year's revised Appendix A (Description of Services) and each year's revised Appendix B (Program Budget and Cost Reporting Data Collection Form), and within each fiscal year, the CITY agrees to make an initial payment to CONTRACTOR not to exceed twenty-five per cent (25%) of the General Fund and Prop63 portion of the CONTRACTOR'S allocation for the applicable fiscal year.

CONTRACTOR agrees that within that fiscal year, this initial payment shall be recovered by the CITY through a reduction to monthly payments to CONTRACTOR during the period of January 1, 2014 through March 31, 2013 of the applicable fiscal year, unless and until CONTRACTOR chooses to return to the CITY all or part of the initial payment for that fiscal year. The amount of the initial payment recovered each month shall be calculated by dividing the total initial payment for the fiscal year by the total number of months for recovery. Any termination of this Agreement, whether for cause or for convenience, will result in the total outstanding amount of the initial payment for that fiscal year being due and payable to the CITY within thirty (30) calendar days following written notice of termination from the CITY.

2. Program Budgets and Final Invoice

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

Appendix B-1 CBHS CYF Care management
Appendix B-2 CBHS CYF Family Mosaic Project
Appendix B-3 CBHS CYF Fostercare Migration
Appendix B-4 CBHS CYF SPMP Fostercare
Appendix B-5 CBHS MH Administration
Appendix B-6 CBHS SA Administration
Appendix B-7 CBHS Drug Court Treatment Center
Appendix B-8 CBHS Behavioral Health Access Center
Appendix B-9 Project Homeless Connect
Appendix B-10 Minority AIDS Initiative
Appendix B-11 Primary & Behavioral Health Care Integration
Appendix B-12 COPC FI Services
Appendix B-13 Children Community Response

B. COMPENSATION

Compensation shall be made in monthly payments on or before the 30th day after the DIRECTOR, in his or her sole discretion, has approved the invoice submitted by CONTRACTOR. The breakdown of costs and sources of revenue associated with this Agreement appears in Appendix B, Cost Reporting/Data Collection (CR/DC) and Program Budget, attached hereto and incorporated by reference as though fully set forth herein. The maximum dollar obligation of the CITY under the terms of this Agreement shall not exceed **Nine Million Seven Hundred Thousand Four Hundred Ninety Five Dollars (\$9,700,495)** for the period of January 1, 2014 through December 31, 2014.

CONTRACTOR understands that, of this maximum dollar obligation, \$993,684 is included as a contingency amount and is neither to be used in Appendix B, Budget, or available to CONTRACTOR without a modification to this Agreement executed in the same manner as this Agreement or a revision to Appendix B, Budget, which has been approved by the Director of Health. 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 the Controller. CONTRACTOR agrees to fully comply with these laws, regulations, and policies/procedures.

(1) For each fiscal year of the term of this Agreement, CONTRACTOR shall submit for approval of the CITY's Department of Public Health a revised Appendix A, Description of Services, and a revised Appendix B, Program Budget and Cost Reporting Data Collection form, based on the CITY's allocation of funding for SERVICES for the appropriate fiscal year. CONTRACTOR shall create these Appendices in compliance with the instructions of the Department of Public Health. These Appendices shall apply only to the fiscal year for which they were created. These Appendices shall become part of this Agreement only upon approval by the CITY.

(2) CONTRACTOR understands that, of the maximum dollar obligation stated above, the total amount to be used in Appendix B, Budget and available to CONTRACTOR for the entire term of the contract is as follows, not withstanding that for each fiscal year, the amount to be used in Appendix B, Budget and available to CONTRACTOR for that fiscal year shall conform with the Appendix A, Description of Services, and a Appendix B, Program Budget and Cost Reporting Data Collection form, as approved by the CITY's Department of Public Health based on the CITY's allocation of funding for SERVICES for that fiscal year.

January 1, 2014 through June 30, 2014	\$5,829,820
July 1, 2014 through December 31, 2014	\$2,876,991
January 1, 2014 through December 31, 2014	\$8,706,811

(3) CONTRACTOR understands that the CITY may need to adjust sources of revenue and agrees that these needed adjustments will become part of this Agreement by written modification to CONTRACTOR. In event that such reimbursement is terminated or reduced, this Agreement shall be terminated or proportionately reduced accordingly. In no event will CONTRACTOR be entitled to compensation in excess of these amounts for these periods without there first being a modification of the Agreement or a revision to Appendix B, Budget, as provided for in this section of this Agreement.

C. CONTRACTOR agrees to comply with its Budget as shown in 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. No costs or 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 the DIRECTOR 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.

E. In no event shall the CITY be liable for interest or late charges for any late payments.

F. CONTRACTOR understands and agrees that should the CITY'S maximum dollar obligation under this Agreement include State or Federal Medi-Cal revenues, CONTRACTOR shall expend such revenues in the provision of SERVICES to Medi-Cal eligible clients in accordance with CITY, State, and Federal Medi-Cal regulations. Should CONTRACTOR fail to expend budgeted Medi-Cal revenues herein, the CITY'S maximum dollar obligation to CONTRACTOR shall be proportionally reduced in the amount of such unexpended revenues. In no event shall State/Federal Medi-Cal revenues be used for clients who do not qualify for Medi-Cal reimbursement.

DPH 1: Department of Public Health Contract Budget Summary

DMH Legal Entity Number: 00348

Prepared By/Phone #: Paul Kroger / 415-918-1820

Contractor Name: HealthRIGHT 360 (Fiscal Intermediary)

Appendx Number	B-1	B-2	B-3	B-4	B-5
Program Name	CBHS CYF Care Management	CBHS CYF Family Mosaic Project	CBHS CYF Fostercare Migration	CBHS CYF SPMP Fostercare	CBHS MH FI Services
Provider Number	00038	00038	00038	00038	00038
FUNDING TERM	1/1/14-6/30/14	1/1/14-6/30/14	1/1/14-6/30/14	1/1/14-6/30/14	1/1/14-6/30/14
FUNDING USES					
SALARIES & EMPLOYEE BENEFITS	354,300	77,059	129,219	309,227	331,393
OPERATING EXPENSES	21,023	5,419	7,226	5,412	96,781
CAPITAL EXPENSES	-	-	-	-	-
SUBTOTAL DIRECT EXPENSES	375,323	82,478	136,445	314,639	428,174
INDIRECT EXPENSES	41,286	9,072	15,010	34,610	46,135
INDIRECT %	11.00%	11.00%	11.00%	11.00%	10.77%
TOTAL FUNDING USES	416,609	91,550	151,455	349,249	474,309
CBHS MENTAL HEALTH FUNDING SOURCES					
	CFDA	FAMIS			
MH COUNTY - General Fund	-	HMHMCG730515	-	-	339,740
MH FED - SAHMSA PBHCI Grant	93.243	HMAD03-1400	-	-	-
MH STATE - MHSA CSS Project	-	PMHS63-1407	-	-	76,414
MH STATE - MHSA WDET Project	-	PMHS63-1408	50,000	-	12,500
MH STATE - Family Mosaic Capitated	-	HMHMCP882BCH	-	49,274	-
MH COUNTY - General Fund CYF	-	HMMHCP751594	236,588	42,276	-
MH COUNTY - General Fund CYF WO CODB	-	HMMHCP751594	-	1,856	3,872
MH WORK ORDER - DCYF	-	HMHMCHPRPJWO	-	-	45,655
MH WORK ORDER - HSA Childcare	-	HMHMCHCDHSWO	13,025	-	-
MH WORK ORDER - HSA Fostercare	-	HMHMCHFOSTWO	-	149,599	-
MH WORK ORDER - HSA SPMP Fostercare	-	HMHMCHSPMPWO	-	-	281,351
MH WORK ORDER - HSA GF Match	-	HMHMCHMTCHWO	-	-	64,026
MH WORK ORDER - SFCFC First Five	-	HMHMCHPTINWO	54,341	-	-
MH STATE - SAMHSA FMP Grant	93.958	HMM007-1402	62,655	-	-
TOTAL CBHS MENTAL HEALTH FUNDING SOURCES			416,609	91,550	151,455
CBHS SUBSTANCE ABUSE FUNDING SOURCES					
	CFDA	FAMIS			
SA FED - SAFT Primary Prevention Set-Aside	93.959	HMHSCCRES227	-	-	-
SA FED - SAFT HIV Set-Aside	93.959	HMHSCCRES227	-	-	-
SA STATE - Parolee Services Network BASN	-	HMHSCCRES227	-	-	-
SA STATE - PSR Drug Court	-	HMHSCCRES227	-	-	-
SA COUNTY - General Fund	-	HMHSCCRES227	-	-	-
SA GRANT - Fed SAMHSA MAI	93.243	HCSA10-1400	-	-	-
SA GRANT - Fed SAMHSA MAI	93.243	HCSA10-1401	-	-	-
SA GRANT - Fed SAMHSA MAI	93.243	HCSA10-1402	-	-	-
SA STATE - SACPA Project	-	HMHSPROP36	-	-	-
SA WORK ORDER - HSA Children's Program	-	HMHSDIFFERWO	-	-	-
TOTAL CBHS SUBSTANCE ABUSE FUNDING SOURCES			-	-	-
OTHER DPH FUNDING SOURCES					
	CFDA	FAMIS			
Community Health - CRN Work Order	-	HCHCCHCRNWO	-	-	-
COPC - Central Admin General Fund	-	HCHAPADMINGF	-	-	-
COPC - Tom Waddell General Fund	-	HCHAPTWC-GF	-	-	-
COPC - Salesforce.com Grant	-	HCGSAL-1400	-	-	-
TOTAL OTHER DPH FUNDING SOURCES			-	-	-
TOTAL DPH FUNDING SOURCES			416,609	91,550	151,455
NON-DPH FUNDING SOURCES					
TOTAL NON-DPH FUNDING SOURCES			-	-	-
TOTAL FUNDING SOURCES (DPH AND NON-DPH)			416,609	91,550	151,455



DPH 1: Department of Public Health Contract Budget Summary

DMH Legal Entity Number: 00348

Prepared By/Phone #: Paul Kroger / 415-918-1820

Contractor Name: **HealthRIGHT 360 (Fiscal Intermediary)**

Appendix Number	B-8	B-9	B-10	B-11	B-12	
Program Name	CBHS Behavioral Health Access Center	Project Homeless Connect	Minority AIDS Initiative	Primary & Behavioral Health Care Integration	COPC FI Services	Re
Provider Number	383800	383800	383800	00038	n/a	
FUNDING TERM	1/1/14-6/30/14	1/1/14-6/30/14	1/1/14-9/29/14	1/1/14-8/31/14	1/1/14-6/30/14	1
FUNDING USES						
Salaries & Employee Benefits	343,229	449,054	663,527	201,382	89,702	
Operating Expenses	24,000	32,932	-	55,517	353,604	
Capital Expenses	-	-	-	-	-	
Subtotal Direct Expenses	367,229	481,986	663,527	256,899	443,306	
Indirect Expenses	40,396	53,018	72,987	28,259	48,762	
Indirect %	11.00%	11.00%	11.00%	11.00%	11.00%	
TOTAL FUNDING USES	407,625	535,004	736,514	285,158	492,068	
Contract-Wide Employee Frin						
CBHS MENTAL HEALTH FUNDING SOURCES	CFDA	FAMIS				
MH COUNTY - General Fund	-	HMHMCC730515	-	-	-	-
MH FED - SAHMSA PBHCl Grant	93.243	HMAD03-1400	-	-	285,158	-
MH STATE - MHSA CSS Project	-	PMHS63-1407	-	-	-	-
MH STATE - MHSA WDET Project	-	PMHS63-1408	-	-	-	-
MH STATE - Family Mosaic Capitated	-	HMHMCP8828CH	-	-	-	-
MH COUNTY - General Fund CYF	-	HMMHCP751594	-	-	-	-
MH COUNTY - General Fund CYF WO CODB	-	HMMHCP751594	-	-	-	-
MH WORK ORDER - DCYF	-	HMHMCHPRPJWO	-	-	-	-
MH WORK ORDER - HSA Childcare	-	HMHMCHCDHSWO	-	-	-	-
MH WORK ORDER - HSA Fostercare	-	HMHMCHPOSTWO	-	-	-	-
MH WORK ORDER - HSA SPMP Fostercare	-	HMHMCHSPMPWO	-	-	-	-
MH WORK ORDER - HSA GF Match	-	HMHMCHMTCHWO	-	-	-	-
MH WORK ORDER - SFCFC First Five	-	HMHMCHPTINWO	-	-	-	-
MH STATE - SAMHSA FMP Grant	93.958	HMM007-1402	-	-	-	-
TOTAL CBHS MENTAL HEALTH FUNDING SOURCES					285,158	
CBHS SUBSTANCE ABUSE FUNDING SOURCES	CFDA	FAMIS				
SA FED - SAPT Primary Prevention Set-Aside	93.959	HMHSCCRES227	-	-	-	-
SA FED - SAPT HIV Set-Aside	93.959	HMHSCCRES227	-	-	-	-
SA STATE - Parolee Services Network BASN	-	HMHSCCRES227	84,482	-	-	-
SA STATE - PSR Drug Court	-	HMHSCCRES227	-	-	-	-
SA COUNTY - General Fund	-	HMHSCCRES227	280,643	535,004	-	-
SA GRANT - Fed SAMHSA MAI	93.243	HCSA10-1400	-	-	594,377	-
SA GRANT - Fed SAMHSA MAI	93.243	HCSA10-1401	-	-	102,658	-
SA GRANT - Fed SAMHSA MAI	93.243	HCSA10-1402	-	-	39,479	-
SA STATE - SACPA Project	-	HMHSPROP36	42,500	-	-	-
SA WORK ORDER - HSA Children's Program	-	HMHSDIFFERWO	-	-	-	-
TOTAL CBHS SUBSTANCE ABUSE FUNDING SOURCES			407,625	535,004	736,514	-
OTHER DPH FUNDING SOURCES	CFDA	FAMIS				
Community Health - CRN Work Order	-	HCHCCHCRNWO	-	-	-	-
COPC - Central Admin General Fund	-	HCHAPADMINGF	-	-	-	375,000
COPC - Tom Waddell General Fund	-	HCHAPTWC-GF	-	-	-	17,500
COPC - Salesforce.com Grant	-	HCGSAL-1400	-	-	-	99,568
TOTAL OTHER DPH FUNDING SOURCES						492,068
TOTAL DPH FUNDING SOURCES			407,625	535,004	736,514	285,158
NON-DPH FUNDING SOURCES						
TOTAL NON-DPH FUNDING SOURCES						
TOTAL FUNDING SOURCES (DPH AND NON-DPH)			407,625	535,004	736,514	285,158

DPH 2: Department of Public Health Cost Reporting/Data Collection (CRDC)

DMH Legal Entity Name (MH)/Contractor Name (SA): HealthRIGHT 360 (Fiscal Intermediary)					
Provider/Program Name: CBHS CYF Care Management					
Provider Number: 00038					
Program Name	CBHS CYF Care Management	CBHS Man			
Program Code (formerly Reporting Unit)	38CX	38CX	38CX	38CX	3
Mode/SFC (MH) or Modality (SA)	60/78	60/78	60/78	60/78	6
Service Description	Other Non-MediCal Client Support Exp	Oth Medi Sup			
FUNDING TERM	1/1/14-6/30/14	1/1/14-6/30/14	1/1/14-6/30/14	1/1/14-6/30/14	1/1/1
FUNDING USES					
Salaries & Employee Benefits	200,614	55,059	11,275	42,306	
Operating Expenses	12,527	1,387	469	6,650	
Capital Expenses (greater than \$5,000)	-	-	-	-	
Subtotal Direct Expenses	213,141	56,446	11,734	48,956	
Indirect Expenses	23,447	6,209	1,291	5,385	
TOTAL FUNDING USES	236,588	62,655	13,025	54,341	
CBHS MENTAL HEALTH FUNDING SOURCES					
	CFDA	FAMIS			
MH STATE - MESA WDET Project	-	PMHS63-1408			
MH COUNTY - General Fund CYF	-	HMMHCP751594	236,588		
MH WORK ORDER - HSA Childcare	-	HMMHCHCDHSWO		13,025	
MH WORK ORDER - SFCFC First Five	-	HMMHCHPTINWO			54,341
MH STATE - SAMHSA FMP Grant	93.958	HMM007-1402		62,655	
TOTAL CBHS MENTAL HEALTH FUNDING SOURCES			236,588	62,655	13,025
CBHS SUBSTANCE ABUSE FUNDING SOURCES					
TOTAL CBHS SUBSTANCE ABUSE FUNDING SOURCES					
OTHER DPH FUNDING SOURCES					
TOTAL OTHER DPH FUNDING SOURCES					
TOTAL DPH FUNDING SOURCES			236,588	62,655	13,025
NON-DPH FUNDING SOURCES					
TOTAL NON-DPH FUNDING SOURCES					
TOTAL FUNDING SOURCES (DPH AND NON-DPH)			236,588	62,655	13,025
CBHS UNITS OF SERVICE AND UNIT COST					
Number of Beds Purchased (if applicable)					
Substance Abuse Only - Non-Res 33 - ODF # of Group Sessions (classes)					
SA Only - Licensed Capacity for Medi-Cal Provider with Narcotic Tx Program					
Cost Reimbursement (CR) or Fee-For-Service (FFS)					
	CR	CR	CR	CR	
Units of Service	4,812	1,426	322	920	
Unit Type	Staff Hour	Staff Hour	Staff Hour	Staff Hour	Sta
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES Only)	49.17	43.94	40.45	59.07	
Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES)	49.17	43.94	40.45	59.07	
Published Rate (Medi-Cal Providers Only)					
Unduplicated Clients (UDC)	0	0	0	0	

DPH 4: Operating Expenses Detail

Contractor Name: HealthRIGHT 360 (Fiscal Intermediary)
 Program Name: CBHS CYF Care Management
 Document Date: 9/29/14

Expenditure Category	TOTAL	General Fund HMMHCP751594	SAMHSA FMP Grant HMM007-1402	HSA Childcare Work Order HMMCHCDHSWO
	Term: 1/1/14-6/30/14	Term: 1/1/14-6/30/14	Term: 1/1/14-6/30/14	Term: 1/1/14-6/30/14
Occupancy:				
Rent	-			
Utilities (Telephone, Electricity, Water, Gas)	2,270	2,270		
Building Repair/Maintenance	-			
Materials & Supplies:				
Office Supplies	900			
Photocopying	-			
Printing	-			
Program Supplies	11,916	8,920	387	459
Computer Hardware/Software	-			
General Operating:				
Training/Staff Development	2,800		1,000	
Insurance	-			
Professional License	-			
Permits	-			
Equipment Lease & Maintenance	-			
Staff Travel:				
Local Travel	3,137	1,337		
Out-of-Town Travel	-			
Field Expenses	-			
Consultant/Subcontractor:				
	-			
Other:				
	-			
	-			
TOTAL OPERATING EXPENSE:	21,023	12,527	1,387	459

DPH 2: Department of Public Health Cost Reporting/Data Collection (CRDC)

DMH Legal Entity Name (MH)/Contractor Name (SA): HealthRIGHT 360 (Fiscal Intermediary)

Provider/Program Name: CBHS CYF Family Mosaic Project

Provider Number: 00038

Program Name	CBHS CYF Family Mosaic Project	CBHS CYF Family Mosaic Project			
Program Code (formerly Reporting Unit)	8957	8957			
Mode/SFC (MH) or Modality (SA)	60/78	60/78			
Service Description	Other Non-MediCal Client Support Exp	Other Non-MediCal Client Support Exp			
FUNDING TERM	1/1/14-6/30/14	1/1/14-6/30/14			
FUNDING USES					
Salaries & Employee Benefits	36,293	40,766			
Operating Expenses	1,794	3,625			
Capital Expenses (greater than \$5,000)	-	-			
Subtotal Direct Expenses	38,087	44,391			
Indirect Expenses	4,189	4,883			
TOTAL FUNDING USES	42,276	49,274			
CBHS MENTAL HEALTH FUNDING SOURCES	CFDA	FAMIS			
MH STATE - Family Mosaic Capitated	-	HMHMCP8828CH		49,274	
MH COUNTY - General Fund CYF	-	HMMHCP751594	42,276		
TOTAL CBHS MENTAL HEALTH FUNDING SOURCES			42,276	49,274	
CBHS SUBSTANCE ABUSE FUNDING SOURCES					
TOTAL CBHS SUBSTANCE ABUSE FUNDING SOURCES					
OTHER DPH FUNDING SOURCES					
TOTAL OTHER DPH FUNDING SOURCES					
TOTAL DPH FUNDING SOURCES			42,276	49,274	
NON-DPH FUNDING SOURCES					
TOTAL NON-DPH FUNDING SOURCES					
TOTAL FUNDING SOURCES (DPH AND NON-DPH)			42,276	49,274	
CBHS UNITS OF SERVICE AND UNIT COST					
Number of Beds Purchased (if applicable)					
Substance Abuse Only - Non-Res 33 - ODF # of Group Sessions (classes)					
SA Only - Licensed Capacity for Medi-Cal Provider with Narcotic Tx Program					
Cost Reimbursement (CR) or Fee-For-Service (FFS)			CR	CR	
Units of Service			644	920	
Unit Type			Staff Hour	Staff Hour	
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES Only)			65.65	53.56	
Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES)			65.65	53.56	
Published Rate (Medi-Cal Providers Only)			-	-	
Unduplicated Clients (UDC)			0	0	

DPH 4: Operating Expenses Detail

Contractor Name: HealthRIGHT 360 (Fiscal Intermediary)

Program Name: CBHS CYF Family Mosaic Project

Document Date: 9/29/14

Expenditure Category	TOTAL	General Fund HMMHCP751594	Capitated Medi-Cal HMMHCP8828CH	
	Term: 1/1/14-6/30/14	Term: 1/1/14-6/30/14	Term: 1/1/14-6/30/14	Term:
Occupancy:	-	-	-	-
Rent	-	-	-	-
Utilities (Telephone, Electricity, Water, Gas)	-	-	-	-
Building Repair/Maintenance	-	-	-	-
Materials & Supplies:	-	-	-	-
Office Supplies	-	-	-	-
Photocopying	-	-	-	-
Printing	-	-	-	-
Program Supplies	3,019	594	2,425	-
Computer Hardware/Software	-	-	-	-
General Operating:	-	-	-	-
Training/Staff Development	1,200	600	600	-
Insurance	-	-	-	-
Professional License	-	-	-	-
Permits	-	-	-	-
Equipment Lease & Maintenance	-	-	-	-
Staff Travel:	-	-	-	-
Local Travel	1,200	600	600	-
Out-of-Town Travel	-	-	-	-
Field Expenses	-	-	-	-
Consultant/Subcontractor:	-	-	-	-
	-	-	-	-
Other:	-	-	-	-
	-	-	-	-
TOTAL OPERATING EXPENSE	5,419	1,794	3,625	-

DPH 2: Department of Public Health Cost Reporting/Data Collection (CRDC)

DMH Legal Entity Name (MH)/Contractor Name (SA): HealthRIGHT 360 (Fiscal Intermediary)				
Provider/Program Name: CBHS CYF Fostercare Migration				
Provider Number: 00038				
Program Name		CBHS CYF Fostercare Migration		
Program Code (formerly Reporting Unit)		8997		
Mode/SFC (MH) or Modality (SA)		60/78		
Service Description		Other Non-MediCal Client Support Exp		
FUNDING TERM		1/1/14-6/30/14		
FUNDING USES				
Salaries & Employee Benefits		129,219		
Operating Expenses		7,226		
Capital Expenses (greater than \$5,000)		-		
Subtotal Direct Expenses		136,445		
Indirect Expenses		15,010		
TOTAL FUNDING USES		151,455		
CBHS MENTAL HEALTH FUNDING SOURCES				
	CFDA	FAMIS		
MH COUNTY - General Fund CYF WO CODB	-	HMMHCP751594	1,856	
MH WORK ORDER - HSA Fostercare	-	HMMHCFOSTWO	149,599	
TOTAL CBHS MENTAL HEALTH FUNDING SOURCES			151,455	
CBHS SUBSTANCE ABUSE FUNDING SOURCES				
TOTAL CBHS SUBSTANCE ABUSE FUNDING SOURCES				
OTHER DPH FUNDING SOURCES				
TOTAL OTHER DPH FUNDING SOURCES				
TOTAL DPH FUNDING SOURCES			151,455	
NON-DPH FUNDING SOURCES				
TOTAL NON-DPH FUNDING SOURCES				
TOTAL FUNDING SOURCES (DPH AND NON-DPH)			151,455	
CBHS UNITS OF SERVICE AND UNIT COST				
Number of Beds Purchased (if applicable)				
Substance Abuse Only - Non-Res 33 - ODF # of Group Sessions (classes)				
SA Only - Licensed Capacity for Medi-Cal Provider with Narcotic Tx Program				
Cost Reimbursement (CR) or Fee-For-Service (FFS)		CR		
Units of Service		3,680		
Unit Type		Staff Hour		
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES ONLY)		41.16		
Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES)		41.16		
Published Rate (Medi-Cal Providers Only)		-		
Unduplicated Clients (UDC)		0		

DPH 2: Department of Public Health Cost Reporting/Data Collection (CRDC)

DMH Legal Entity Name (MH)/Contractor Name (SA): HealthRIGHT 360 (Fiscal Intermediary)

Provider/Program Name: CBHS CYF SPMP Fostercare

Provider Number: 00038

Program Name	CBHS CYF SPMP Fostercare	CBHS CYF SPMP Fostercare			
Program Code (formerly Reporting Unit)	8997	8997			
Mode/SFC (MH) or Modality (SA)	60/78	60/78			
Service Description	Other Non-MediCal Client Support Exp	Other Non-MediCal Client Support Exp			
FUNDING TERM	1/1/14-6/30/14	1/1/14-6/30/14			
FUNDING USES					
Salaries & Employee Benefits	251,546	57,681			
Operating Expenses	5,412	-			
Capital Expenses (greater than \$5,000)	-	-			
Subtotal Direct Expenses	256,958	57,681			
Indirect Expenses	28,265	6,345			
TOTAL FUNDING USES	285,223	64,026			
CBHS MENTAL HEALTH FUNDING SOURCES	CFDA	FAMIS			
MH COUNTY - General Fund CYF WO CODB	-	HMMHCP751594	3,872		
MH WORK ORDER - HSA SPMP Fostercare	-	HMHMCHSPMPWO	281,351		
MH WORK ORDER - HSA GF Match	-	HMHMCHMTCHWO		64,026	
TOTAL CBHS MENTAL HEALTH FUNDING SOURCES			285,223	64,026	
CBHS SUBSTANCE ABUSE FUNDING SOURCES					
TOTAL CBHS SUBSTANCE ABUSE FUNDING SOURCES					
OTHER DPH FUNDING SOURCES					
TOTAL OTHER DPH FUNDING SOURCES					
TOTAL DPH FUNDING SOURCES			285,223	64,026	
NON-DPH FUNDING SOURCES					
TOTAL NON-DPH FUNDING SOURCES					
TOTAL FUNDING SOURCES (DPH AND NON-DPH)			285,223	64,026	
CBHS UNITS OF SERVICE AND UNIT COST					
Number of Beds Purchased (if applicable)					
Substance Abuse Only - Non-Res 33 - ODF # of Group Sessions (classes)					
SA Only - Licensed Capacity for Medi-Cal Provider with Narcotic Tx Program					
Cost Reimbursement (CR) or Fee-For-Service (FFS)	CR	CR			
Units of Service	5,520	920			
Unit Type	Staff Hour	Staff Hour			
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES Only)	51.67	69.59			
Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES)	51.67	69.59			
Published Rate (Medi-Cal Providers Only)					
Unduplicated Clients (UDC)	0	0			

DPH 4: Operating Expenses Detail

Contractor Name: HealthRIGHT 360 (Fiscal Intermediary)

Program Name: CBHS CYF SPMP Fostercare

Document Date: 9/29/14

Expenditure Category	TOTAL	HSA SPMP Fostercare WO HMMCHSPMPWO & GF WO CODB HMMHCP751594	HSA Children's Match Work Order HMMCHMTCHWO	
	Term: 1/1/14-6/30/14	Term: 1/1/14-6/30/14	Term: 1/1/14-6/30/14	Term:
Occupancy:	-			
Rent	-			
Utilities (Telephone, Electricity, Water, Gas)	-			
Building Repair/Maintenance	-			
Materials & Supplies:	-			
Office Supplies	1,200	1,200		
Photocopying	-			
Printing	-			
Program Supplies	1,812	1,812		
Computer Hardware/Software	-			
General Operating:	-			
Training/Staff Development	1,200	1,200		
Insurance	-			
Professional License	-			
Permits	-			
Equipment Lease & Maintenance	-			
Staff Travel:	-			
Local Travel	1,200	1,200		
Out-of-Town Travel	-			
Field Expenses	-			
Consultant/Subcontractor:	-			
	-			
Other:	-			
	-			

TOTAL OPERATING EXPENSE

5,412

5,412

DPH 2: Department of Public Health Cost Reporting/Data Collection (CRDC)

DMH Legal Entity Name (MH)/Contractor Name (SA): HealthRIGHT 360 (Fiscal Intermediary)

Provider/Program Name: CBHS MH FI Services

Provider Number: 00038

Program Name	MH Administration	Sunnydale Community Facility	Medi-Cal Billing Clerks	DPH HSA Health Worker Pilot Project	MH Administration	Information Technology
Program Code (formerly Reporting Unit)	n/a	n/a	n/a	n/a	n/a	n/a
Mode/SFC (MH) or Modality (SA)	60/78	60/78	60/78	60/78	40/00	40/00
Service Description	Other Non-MediCal Client Support Exp	MHSA Administration	MHSA Administration			
FUNDING TERM	1/1/14-6/30/14	1/1/14-6/30/14	1/1/14-6/30/14	1/1/14-6/30/14	1/1/14-6/30/14	1/1/14-6/30/14
FUNDING USES						
Salaries & Employee Benefits	46,047	48,981	149,385	18,139	55,327	13,500
Operating Expenses	41,720	1,800	-	-	-	-
Capital Expenses (greater than \$5,000)	-	-	-	-	-	-
Subtotal Direct Expenses	87,767	50,781	149,385	18,139	55,327	13,500
Indirect Expenses	9,654	5,587	16,432	1,995	6,087	1,400
TOTAL FUNDING USES	97,421	56,368	165,817	20,134	61,414	15,000
CBHS MENTAL HEALTH FUNDING SOURCES						
	CFDA	FAMIS				
MH COUNTY - General Fund	-	HMHMCC730515	97,421	56,368	165,817	20,134
MH STATE - MHSA CSS Project	-	PMHS63-1407				61,414
MH STATE - MHSA WDET Project	-	PMHS63-1408				
MH WORK ORDER - DCYF	-	HMHMCHPRPJWO				
TOTAL CBHS MENTAL HEALTH FUNDING SOURCES			97,421	56,368	165,817	20,134
CBHS SUBSTANCE ABUSE FUNDING SOURCES						
TOTAL CBHS SUBSTANCE ABUSE FUNDING SOURCES						
OTHER DPH FUNDING SOURCES						
TOTAL OTHER DPH FUNDING SOURCES						
TOTAL DPH FUNDING SOURCES			97,421	56,368	165,817	20,134
NON-DPH FUNDING SOURCES						
TOTAL NON-DPH FUNDING SOURCES						
TOTAL FUNDING SOURCES (DPH AND NON-DPH)			97,421	56,368	165,817	20,134
CBHS UNITS OF SERVICE AND UNIT COST						
Number of Beds Purchased (if applicable)						
Substance Abuse Only - Non-Res 33 - ODF # of Group Sessions (classes)						
SA Only - Licensed Capacity for Medi-Cal Provider with Narcotic Tx Program						
Cost Reimbursement (CR) or Fee-For-Service (FFS)	CR	CR	CR	CR	CR	CR
Units of Service	920	920	5,520	736	920	
Unit Type	Staff Hour	Staff Hour	Staff Hour	Staff Hour	Staff Hour	Staff Hour
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES Only)	105.89	61.27	30.04	27.36	66.75	32
Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES)	105.89	61.27	30.04	27.36	66.75	32
Published Rate (Medi-Cal Providers Only)	-	-	-	-	-	-
Unduplicated Clients (UDC)	0	0	0	0	0	

DPH 4: Operating Expenses Detail

Contractor Name: HealthRIGHT 360 (Fiscal Intermediary)
 Program Name: CBHS MH FI Services
 Document Date: 9/29/14

Expenditure Category	TOTAL	MH Administration General Fund HMHMCC730515	Sunnydale Community Facility General Fund HMHMCC730515	Medi-Cal Billing Clerks General Fund HMHMCC730515	DPH HSA Health Worker Pilot Project General Fund HMHMCC730515	MH Administration MHSA GSS PMHS63-1407	Information Management PMF
	Term: 1/1/14-6/30/14	Term: 1/1/14-6/30/14	Term: 1/1/14-6/30/14	Term: 1/1/14-6/30/14	Term: 1/1/14-6/30/14	Term: 1/1/14-6/30/14	Term: 1/1/14-6/30/14
Occupancy:							
Rent							
Utilities (Telephone, Electricity, Water, Gas)							
Building Repair/Maintenance							
Materials & Supplies:							
Office Supplies							
Photocopying							
Printing							
Program Supplies	600		600				
Computer Hardware/Software							
General Operating:							
Training/Staff Development	600		600				
Insurance							
Professional License							
Permits							
Equipment Lease & Maintenance							
Staff Travel:							
Local Travel	600		600				
Out-of-Town Travel							
Travel Expenses							
Consultant/Subcontractor:							
Sal Nunez, Curriculum Developer	11,261						
Appalicious LLC, Website Development	42,000						
Other:							
CBHS MH Expenses	41,720	41,720					
TOTAL OPERATING EXPENSE	98,781	41,720	1,800				

DPH 2: Department of Public Health Cost Reporting/Data Collection (CRDC)

DMH Legal Entity Name (MH)/Contractor Name (SA): HealthRIGHT 360 (Fiscal Intermediary)						
Provider/Program Name: CBHS SA FI Services						
Provider Number: 383800						
Program Name	Methadone Van	OBOT	Quality Mgmt - Consumer Specialist	Quality Mgmt - Data Manager	Training	Training
Program Code (formerly Reporting Unit)	n/a	n/a	n/a	n/a	n/a	n/a
Mode/SFC (MH) or Modality (SA)	Supt-00	Supt-00	Supt-01	Supt-01	Supt-00	PriPrev-1
Service Description	SA-County Support	SA-County Support	SA-Support QA's	SA-Support QA's	SA-County Support	SA-PriPreventi Education
FUNDING TERM	1/1/14-6/30/14	1/1/14-6/30/14	1/1/14-6/30/14	1/1/14-6/30/14	1/1/14-6/30/14	1/1/14-6/30/14
FUNDING USES						
Salaries & Employee Benefits	-	-	52,566	51,236	-	-
Operating Expenses	26,828	16,192	37,800	3,000	104,767	17,8
Capital Expenses (greater than \$5,000)	-	-	-	-	-	-
Subtotal Direct Expenses	26,828	16,192	90,366	54,236	104,767	17,8
Indirect Expenses	2,951	1,781	9,940	5,966	11,524	1,9
TOTAL FUNDING USES	29,779	17,973	100,306	60,202	116,291	19,8
CBHS MENTAL HEALTH FUNDING SOURCES						
TOTAL CBHS MENTAL HEALTH FUNDING SOURCES						
CBHS SUBSTANCE ABUSE FUNDING SOURCE						
	CFDA	FAMIS				
SA FED - SAPT Primary Prevention Set-Aside	93.959	HMHSCCRES227				19,8
SA FED - SAPT HIV Set-Aside	93.959	HMHSCCRES227				
SA COUNTY - General Fund	-	HMHSCCRES227	29,779	17,973	100,306	60,202 116,291
SA WORK ORDER - HSA Children's Program	-	HMHSDIFFERWO				
TOTAL CBHS SUBSTANCE ABUSE FUNDING SOURCES			29,779	17,973	100,306	60,202 116,291 19,8
OTHER DPH FUNDING SOURCES						
TOTAL OTHER DPH FUNDING SOURCES						
TOTAL DPH FUNDING SOURCES						
NON-DPH FUNDING SOURCES						
TOTAL NON-DPH FUNDING SOURCES						
TOTAL FUNDING SOURCES (DPH AND NON-DPH)						
			29,779	17,973	100,306	60,202 116,291 19,8
CBHS UNITS OF SERVICE AND UNIT COST						
Number of Beds Purchased (if applicable)						
Substance Abuse Only - Non-Res 33 - ODF # of Group Sessions (classes)						
SA Only - Licensed Capacity for Medi-Cal Provider with Narcotic Tx Program						
Cost Reimbursement (CR) or Fee-For-Service (FFS)						
	CR	CR	CR	CR	CR	CR
Units of Service	6	138	920	920	1,380	2
Unit Type	Months	Staff Hour	Staff Hour	Staff Hour	Staff Hour	Staff Hour
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES Only)	4,963.17	130.24	109.03	65.44	84.27	86
Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES)	4,963.17	130.24	109.03	65.44	84.27	86
Published Rate (Medi-Cal Providers Only)						
Unduplicated Clients (UDC)	0	0	0	0	0	0

DPH 4: Operating Expenses Detail

Contractor Name: HealthRIGHT 360 (Fiscal Intermediary)

Program Name: CBHS SA FI Services

Document Date: 9/29/14

Expenditure Category	TOTAL	Methadone Van Parking General Fund HMHSCCRES227	OBOT Services General Fund HMHSCCRES227	Quality Management- Consumer Specialist General Fund HMHSCCRES227	Quality Management- Data Manager General Fund HMHSCCRES227	Training General Fund HMHSCCRES227	SAI Preven HMH
	Term: 1/1/14-6/30/14	Term: 1/1/14-6/30/14	Term: 1/1/14-6/30/14	Term: 1/1/14-6/30/14	Term: 1/1/14-6/30/14	Term: 1/1/14-6/30/14	Term:
Occupancy:	-						
Rent	-						
Utilities (Telephone, Electricity, Water, Gas)	-						
Building Repair/Maintenance	-						
Materials & Supplies:	-						
Office Supplies	9,000			9,000			
Photocopying	-						
Printing	-						
Program Supplies	15,000			9,000	3,000		
Computer Hardware/Software	-						
General Operating:	-						
Training/Staff Development	129,840			6,000		104,767	
Insurance	-						
Professional License	-						
Permits	-						
Equipment Lease & Maintenance	-						
Staff Travel:	-						
Local Travel	3,000			1,800			
Out-of-Town Travel	-						
Travel Expenses	-						
Consultant/Subcontractor:	-						
Harm Reduction Therapy Center	16,192		16,192				
Elba Rosales, Domestic Violence Specialist							
Other:	-						
Vehicle Expense	26,828	26,828					
Client Expense	21,000			12,000			
TOTAL OPERATING EXPENSE	228,660	26,828	16,192	37,800	3,000	104,767	

DPH 2: Department of Public Health Cost Reporting/Data Collection (CRDC)

DMH Legal Entity Name (MH)/Contractor Name (SA): HealthRIGHT 360 (Fiscal Intermediary)

Provider/Program Name: CBHS Drug Court Treatment Center

Provider Number: 383804

Program Name	Drug Court Treatment Center				
Program Code (formerly Reporting Unit)	38041				
Mode/SFC (MH) or Modality (SA)	Anc-87				
Service Description	Drug Court-Other Tx Related Svcs				
FUNDING TERM	1/1/14-6/30/14				
FUNDING USES					
Salaries & Employee Benefits	395,368				
Operating Expenses	301,000				
Capital Expenses (greater than \$5,000)					
Subtotal Direct Expenses	696,368				
Indirect Expenses	76,600				
TOTAL FUNDING USES	772,968				
CBHS MENTAL HEALTH FUNDING SOURCES					
TOTAL CBHS MENTAL HEALTH FUNDING SOURCES					
CBHS SUBSTANCE ABUSE FUNDING SOURCES					
	CFDA	FAMIS			
SA STATE - PSR Drug Court		HMHSCCRES227	416,140		
SA COUNTY - General Fund		HMHSCCRES227	356,828		
TOTAL CBHS SUBSTANCE ABUSE FUNDING SOURCES			772,968		
OTHER DPH FUNDING SOURCES					
TOTAL OTHER DPH FUNDING SOURCES					
TOTAL DPH FUNDING SOURCES			772,968		
NON-DPH FUNDING SOURCES					
TOTAL NON-DPH FUNDING SOURCES					
TOTAL FUNDING SOURCES (DPH AND NON-DPH)			772,968		
CBHS UNITS OF SERVICE AND UNIT COST					
Number of Beds Purchased (if applicable)					
Substance Abuse Only - Non-Res 33 - ODF # of Group Sessions (classes)					
SA Only - Licensed Capacity for Medi-Cal Provider with Narcotic Tx Program					
Cost Reimbursement (CR) or Fee-For-Service (FFS)					
	Units of Service		9,512		
	Unit Type		Staff Hour		
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES Only)			81.26		
Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES)			81.26		
Published Rate (Medi-Cal Providers Only)					
Unduplicated Clients (UDC)			180		

DPH 4: Operating Expenses Detail

Contractor Name: HealthRIGHT 360 (Fiscal Intermediary)

Program Name: CBHS Drug Court Treatment Center

Document Date: 9/29/14

Expenditure Category	TOTAL	PSR Drug Court & General Fund HM-HSCRES227			
	Term: 1/1/14-6/30/14	Term: 1/1/14-6/30/14	Term:	Term:	Term:
Occupancy:					
Rent	45,000	45,000			
Utilities (Telephone, Electricity, Water, Gas)	21,000	21,000			
Building Repair/Maintenance	21,000	21,000			
Materials & Supplies:	-				
Office Supplies	12,000	12,000			
Photocopying	-				
Printing	-				
Program Supplies	12,000	12,000			
Computer Hardware/Software	-				
General Operating:	-				
Training/Staff Development	6,000	6,000			
Insurance	3,000	3,000			
Professional License	-				
Permits	-				
Equipment Lease & Maintenance	18,000	18,000			
Staff Travel:					
Local Travel	3,000	3,000			
Out-of-Town Travel	3,000	3,000			
Field Expenses	-				
Consultant/Subcontractor:					
CJC Subcontractor: SF Study Center	6,000	6,000			
DDC Consultant: Dora Miranda	9,000	9,000			
DDC Subcontractor: Hamilton Family Center	32,000	32,000			
DDC Subcontractor: Harbor House	10,500	10,500			
DDC Subcontractor: Homeless Prenatal	40,000	40,000			
DDC Subcontractor: Jelani House	9,500	9,500			
OBOT Subcontractor: Harm Reduction Therapy Center	600	600			
Other:					
Client Drug Testing	24,000	24,000			
Client Expenses	20,000	20,000			
Vehicle Expenses	5,400	5,400			
TOTAL OPERATING EXPENSE	301,000	301,000			

DPH 2: Department of Public Health Cost Reporting/Data Collection (CRDC)

DMH Legal Entity Name (MH)/Contractor Name (SA): HealthRIGHT 360 (Fiscal Intermediary)					
Provider/Program Name: CBHS Behavioral Health Access Center					
Provider Number: 383800					
Program Name	BHAC	BHAC BASN	BHAC SACPA		
Program Code (formerly Reporting Unit)	99089	99089	99089		
Mode/SFC (MH) or Modality (SA)	SecPrev-21	SecPrev-21	SecPrev-21		
Service Description	SA-Sec Prev Referrals/Screening/Intake	SA-Sec Prev Referrals/Screening/Intake	SA-Sec Prev Referrals/Screening/Intake		
FUNDING TERM	1/1/14-6/30/14	1/1/14-6/30/14	1/1/14-6/30/14		
FUNDING USES					
Salaries & Employee Benefits	228,831	76,110	38,288		
Operating Expenses	24,000	-	-		
Capital Expenses (greater than \$5,000)	-	-	-		
Subtotal Direct Expenses	252,831	76,110	38,288		
Indirect Expenses	27,812	8,372	4,212		
TOTAL FUNDING USES	280,643	84,482	42,500		
CBHS MENTAL HEALTH FUNDING SOURCES					
TOTAL CBHS MENTAL HEALTH FUNDING SOURCES					
CBHS SUBSTANCE ABUSE FUNDING SOURCES					
	CFDA	FAMIS			
SA STATE - Parolee Services Network BASN	-	HMHSCCRES227	84,482		
SA COUNTY - General Fund	-	HMHSCCRES227	280,643		
SA STATE - SACPA Project	-	HMHSPROP36		42,500	
TOTAL CBHS SUBSTANCE ABUSE FUNDING SOURCES			280,643	84,482	42,500
OTHER DPH FUNDING SOURCES					
TOTAL OTHER DPH FUNDING SOURCES					
TOTAL DPH FUNDING SOURCES					
NON-DPH FUNDING SOURCES					
TOTAL NON-DPH FUNDING SOURCES					
TOTAL FUNDING SOURCES (DPH AND NON-DPH)					
CBHS UNITS OF SERVICE AND UNIT COST					
Number of Beds Purchased (If applicable)					
Substance Abuse Only - Non-Res 33 - ODF # of Group Sessions (classes)					
SA Only - Licensed Capacity for Medi-Cal Provider with Narcotic Tx Program					
Cost Reimbursement (CR) or Fee-For-Service (FFS)					
Units of Service	CR	CR	CR		
Units of Service	6,679	2,668	1,380		
Unit Type	Staff Hour	Staff Hour	Staff Hour		
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES Only)	42.02	31.66	30.80		
Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES)	42.02	31.66	30.80		
Published Rate (Medi-Cal Providers Only)					
Unduplicated Clients (UDC)	540	465	540		

DPH 4: Operating Expenses Detail

Contractor Name: HealthRIGHT 360 (Fiscal Intermediary)

Program Name: CBHS Behavioral Health Access Center

Document Date: 9/29/14

Expenditure Category	TOTAL	BHAC General Fund HMHSCCRES227	BHAC BASN HMHSCCRES227	BHAC SACPA HMHSPROP36
	Term: 1/1/14-6/30/14	Term: 1/1/14-6/30/14	Term: 1/1/14-6/30/14	Term: 1/1/14-6/30/14
Occupancy:	-			
Rent	-			
Utilities (Telephone, Electricity, Water, Gas)	-			
Building Repair/Maintenance	-			
Materials & Supplies:	-			
Office Supplies	4,500	4,500		
Photocopying	-			
Printing	-			
Program Supplies	4,500	4,500		
Computer Hardware/Software	-			
General Operating:	-			
Training/Staff Development	6,000	6,000		
Insurance	-			
Professional License	-			
Permits	-			
Equipment Lease & Maintenance	-			
Staff Travel:	-			
Local Travel	200	200		
Out-of-Town Travel	2,800	2,800		
Field Expenses	-			
Consultant/Subcontractor:	-			
	-			
Other:	-			
Client Expenses	6,000	6,000		
TOTAL OPERATING EXPENSE	24,000	24,000		

DPH 2: Department of Public Health Cost Reporting/Data Collection (CRDC)

DMH Legal Entity Name (MH)/Contractor Name (SA): HealthRIGHT 360 (Fiscal Intermediary)				
Provider/Program Name: Project Homeless Connect				
Provider Number: 383800				
Program Name	Project Homeless Connect	Everyday Connect		
Program Code (formerly Reporting Unit)	n/a	n/a		
Mode/SFC (MH) or Modality (SA)	SecPrev-21	SecPrev-21		
Service Description	SA-Sec Prev Referrals/Screening/Intake	SA-Sec Prev Referrals/Screening/Intake		
FUNDING TERM	1/1/14-6/30/14	1/1/14-6/30/14		
FUNDING USES				
Salaries & Employee Benefits	194,094	254,960		
Operating Expenses	10,120	22,812		
Capital Expenses (greater than \$5,000)	-	-		
Subtotal Direct Expenses	204,214	277,772		
Indirect Expenses	22,463	30,555		
TOTAL FUNDING USES	226,677	308,327		
CBHS MENTAL HEALTH FUNDING SOURCES				
TOTAL CBHS MENTAL HEALTH FUNDING SOURCES				
CBHS SUBSTANCE ABUSE FUNDING SOURCES				
	CFDA	FAMS		
SA COUNTY - General Fund		HMHSCCRES227	226,677	308,327
TOTAL CBHS SUBSTANCE ABUSE FUNDING SOURCES				
OTHER DPH FUNDING SOURCES				
TOTAL OTHER DPH FUNDING SOURCES				
TOTAL DPH FUNDING SOURCES				
NON-DPH FUNDING SOURCES				
TOTAL NON-DPH FUNDING SOURCES				
TOTAL FUNDING SOURCES (DPH AND NON-DPH)				
CBHS UNITS OF SERVICE AND UNIT COST				
Number of Beds Purchased (if applicable)				
Substance Abuse Only - Non-Res 33 - ODF # of Group Sessions (classes)				
SA Only - Licensed Capacity for Medi-Cal Provider with Narcotic Tx Program				
Cost Reimbursement (CR) or Fee-For-Service (FFS)				
	CR	CR		
Units of Service				
	4,512	5,976		
Unit Type				
	Staff Hour	Staff Hour		
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES Only)				
	50.24	51.60		
Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES)				
	50.24	51.60		
Published Rate (Medi-Cal Providers Only)				
	-	-		
Unduplicated Clients (UDC)				
	540	465		

DPH 3: Salaries & Benefits Detail

Contractor Name: HealthRIGHT 360 (Fiscal Intermediary)

Program Name: Project Homeless Connect

Document Date: 9/29/14

Position Title	TOTAL		Project Homeless Connect General Fund HMHSCCRES227		Everyday Connect General Fund HMHSCCRES227				
	Term: 1/1/14-6/30/14		Term: 1/1/14-6/30/14		Term: 1/1/14-6/30/14		Term:		Term:
	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE
Director	1.00	55,000	0.57	31,423	0.43	23,577			
Director of Programs	1.00	37,500	0.13	5,000	0.87	32,500			
Director of Events and Marketing	1.00	32,500	0.81	26,250	0.19	6,250			
Director of Operations	1.00	32,500	0.69	22,500	0.31	10,000			
Director of Housing Resources	1.00	33,750	0.56	18,750	0.44	15,000			
Provider/Resource Coordinator	1.00	22,500	0.44	10,000	0.56	12,500			
Volunteer Coordinator	1.00	25,000	0.90	22,500	0.10	2,500			
Senior Case Manager	1.00	28,506	-	-	1.00	28,506			
Floating Case Manager	0.80	21,704	-	-	0.80	21,704			
Events Assistant	0.80	19,740	-	-	0.80	19,740			
Case Manager	1.00	26,600	-	-	1.00	26,600			
Program Associate	0.80	14,976	0.80	14,976	-	-			
	-	-							
	-	-							
	-	-							
	-	-							
	-	-							
	-	-							
Totals:	11.40	350,276	4.90	151,399	6.50	198,877			

Employee Fringe Benefits:	28.2%	98,778	28.2%	42,695	28.2%	56,083			
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TOTAL SALARIES & BENEFITS

449,054

194,094

254,960

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DPH 4: Operating Expenses Detail

Contractor Name: HealthRIGHT 360 (Fiscal Intermediary)

Program Name: Project Homeless Connect

Document Date: 9/29/14

Expenditure Category	TOTAL	Project Homeless Connect General Fund HMHSQCRES227	Everyday Connect General Fund HMHSQCRES227	
	Term: 1/1/14-6/30/14	Term: 1/1/14-6/30/14	Term: 1/1/14-6/30/14	Term:
Occupancy:	-	-	-	
Rent	-	-	-	
Utilities (Telephone, Electricity, Water, Gas)	-	-	-	
Building Repair/Maintenance	-	-	-	
Materials & Supplies:	-	-	-	
Office Supplies	7,200	-	7,200	
Photocopying	-	-	-	
Printing	-	-	-	
Program Supplies	12,632	8,120	4,512	
Computer Hardware/Software	-	-	-	
General Operating:	-	-	-	
Training/Staff Development	11,000	2,000	9,000	
Insurance	1,200	-	1,200	
Professional License	-	-	-	
Permits	-	-	-	
Equipment Lease & Maintenance	-	-	-	
Staff Travel:	-	-	-	
Local Travel	900	-	900	
Out-of-Town Travel	-	-	-	
Field Expenses	-	-	-	
Consultant/Subcontractor:	-	-	-	
	-	-	-	
Other:	-	-	-	
	-	-	-	
TOTAL OPERATING EXPENSE:	32,932	10,120	22,812	

DPH 2: Department of Public Health Cost Reporting/Data Collection (CRDC)

DMH Legal Entity Name (MH)/Contractor Name (SA): HealthRIGHT 360 (Fiscal Intermediary)				
Provider/Program Name: Minority AIDS Initiative				
Provider Number: 383800				
Program Name	MAI - MH	MAI - SA	MAI - Prev	
Program Code (formerly Reporting Unit)	n/a	n/a	n/a	
Mode/SFC (MH) or Modality (SA)	Supt-00	Supt-00	Supt-00	
Service Description	SA-County Support	SA-County Support	SA-County Support	
FUNDING TERM	1/1/14-9/29/14	1/1/14-9/29/14	1/1/14-9/29/14	
FUNDING USES				
Salaries & Employee Benefits	535,475	92,485	35,567	
Operating Expenses	-	-	-	
Capital Expenses (greater than \$5,000)	-	-	-	
Subtotal Direct Expenses	535,475	92,485	35,567	
Indirect Expenses	58,902	10,173	3,912	
TOTAL FUNDING USES	594,377	102,658	39,479	
CBHS MENTAL HEALTH FUNDING SOURCES				
TOTAL CBHS MENTAL HEALTH FUNDING SOURCES				
CBHS SUBSTANCE ABUSE FUNDING SOURCES				
	CFDA	FAMIS		
SA GRANT - Fed SAMHSA MAI	93.243	HCSA10-1400	594,377	
SA GRANT - Fed SAMHSA MAI	93.243	HCSA10-1401		102,658
SA GRANT - Fed SAMHSA MAI	93.243	HCSA10-1402		39,479
TOTAL CBHS SUBSTANCE ABUSE FUNDING SOURCES			594,377	102,658
OTHER DPH FUNDING SOURCES				
TOTAL OTHER DPH FUNDING SOURCES				
TOTAL DPH FUNDING SOURCES				
NON-DPH FUNDING SOURCES				
TOTAL NON-DPH FUNDING SOURCES				
TOTAL FUNDING SOURCES (DPH AND NON-DPH)				
CBHS UNITS OF SERVICE AND UNIT COST				
Number of Beds Purchased (if applicable)				
Substance Abuse Only - Non-Res 33 - ODF # of Group Sessions (classes)				
SA Only - Licensed Capacity for Medi-Cal Provider with Narcotic Tx Program				
Cost Reimbursement (CR) or Fee-For-Service (FFS)	CR	CR	CR	
Units of Service	11,193	1,871	736	
Unit Type	Staff Hour	Staff Hour	Staff Hour	
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES ONLY)	53.10	54.88	53.64	
Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES)	53.10	54.88	53.64	
Published Rate (Medi-Cal Providers Only)				
Unduplicated Clients (UDC)	8	3	2	

DPH 4: Operating Expenses Detail

Contractor Name: HealthRIGHT 360 (Fiscal Intermediary)
 Program Name: Minority AIDS Initiative
 Document Date: 9/29/14

Expenditure Category	TOTAL	MAI - MH HCSA10-1400	MAI - SA HCSA10-1401	MAI - Prev HCSA10-1402
	Term: 1/1/14-9/29/14	Term: 1/1/14-9/29/14	Term: 1/1/14-9/29/14	Term: 1/1/14-9/29/14
Occupancy:	-			
Rent	-			
Utilities (Telephone, Electricity, Water, Gas)	-			
Building Repair/Maintenance	-			
Materials & Supplies:	-			
Office Supplies	-			
Photocopying	-			
Printing	-			
Program Supplies	-			
Computer Hardware/Software	-			
General Operating:	-			
Training/Staff Development	-			
Insurance	-			
Professional License	-			
Permits	-			
Equipment Lease & Maintenance	-			
Staff Travel:	-			
Local Travel	-			
Out-of-Town Travel	-			
Field Expenses	-			
Consultant/Subcontractor:	-			
	-			
Other:	-			
	-			

TOTAL OPERATING EXPENSE

DPH 2: Department of Public Health Cost Reporting/Data Collection (CRDC)

DMH Legal Entity Name (MH)/Contractor Name (SA): HealthRIGHT 360 (Fiscal Intermediary)				
Provider/Program Name: Primary & Behavioral Health Care Integration				
Provider Number: 00038				
Program Name		PBHCI		
Program Code (formerly Reporting Unit)		n/a		
Mode/SFC (MH) or Modality (SA)		60/78		
Service Description		Other Non-MediCal Client Support Exp.		
FUNDING TERM		1/1/14-8/31/14		
FUNDING USES				
Salaries & Employee Benefits		201,382		
Operating Expenses		55,517		
Capital Expenses (greater than \$5,000)		-		
Subtotal Direct Expenses		256,899		
Indirect Expenses		28,259		
TOTAL FUNDING USES		285,158		
CBHS MENTAL HEALTH FUNDING SOURCES		CFDA	FAMIS	
MH FED - SAHMSA PBHCI Grant		93.243	HMAD03-1400	285,158
TOTAL CBHS MENTAL HEALTH FUNDING SOURCES				285,158
CBHS SUBSTANCE ABUSE FUNDING SOURCES				
TOTAL CBHS SUBSTANCE ABUSE FUNDING SOURCES				
OTHER DPH FUNDING SOURCES				
TOTAL OTHER DPH FUNDING SOURCES				
TOTAL DPH FUNDING SOURCES		285,158		
NON-DPH FUNDING SOURCES				
TOTAL NON-DPH FUNDING SOURCES				
TOTAL FUNDING SOURCES (DPH AND NON-DPH)		285,158		
CBHS UNITS OF SERVICE AND UNIT COST				
Number of Beds Purchased (if applicable)				
Substance Abuse Only - Non-Res 33 - ODF # of Group Sessions (classes)				
SA Only - Licensed Capacity for Medi-Cal Provider with Narcotic Tx Program				
Cost Reimbursement (CR) or Fee-For-Service (FFS)		CR		
Units of Service		3,680		
Unit Type		Staff Hour		
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES Only)		77.49		
Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES)		77.49		
Published Rate (Medi-Cal Providers Only)				
Unduplicated Clients (UDC)		83		

DPH 4: Operating Expenses Detail

Contractor Name: HealthRIGHT 360 (Fiscal Intermediary)

Program Name: Primary & Behavioral Health Care Integration

Document Date: 9/29/14

Expenditure Category	TOTAL	SAHMSA PBHCJ Grant HMAD03-1400		
	Term: 1/1/14-8/31/14	Term: 1/1/14-8/31/14	Term:	Term:
Occupancy:				
Rent	-			
Utilities (Telephone, Electricity, Water, Gas)	-			
Building Repair/Maintenance	-			
Materials & Supplies:				
Office Supplies	8,000	8,000		
Photocopying	-			
Printing	-			
Program Supplies	8,535	8,535		
Computer Hardware/Software	-			
General Operating:				
Training/Staff Development	5,685	5,685		
Insurance	-			
Professional License	-			
Permits	-			
Equipment Lease & Maintenance	-			
Staff Travel:				
Local Travel	-			
Out-of-Town Travel	13,567	13,567		
Field Expenses	-			
Consultant/Subcontractor:				
Peer Counselors. \$15/hr x 520 hrs each x 4 Peer Counselors	19,730	19,730		
Other:				
	-			
TOTAL OPERATING EXPENSE	55,517	55,517		

DPH 2: Department of Public Health Cost Reporting/Data Collection (CRDC)

DMH Legal Entity Name (MH)/Contractor Name (SA): HealthRIGHT 360 (Fiscal Intermediary)				
Provider/Program Name: COPC FI Services				
Provider Number: n/a				
Program Name	Primary Care Encounters	TWHC Shelter Nutritionist	SEHC Salesforce	
Program Code (formerly Reporting Unit)	n/a	n/a	n/a	
Mode/SFC (MH) or Modality (SA)	n/a	n/a	n/a	
Service Description	n/a	n/a	n/a	
FUNDING TERM	1/1/14-6/30/14	1/1/14-6/30/14	1/1/14-6/30/14	
FUNDING USES				
Salaries & Employee Benefits	-	-	89,702	
Operating Expenses	337,838	15,766	-	
Capital Expenses (greater than \$5,000)	-	-	-	
Subtotal Direct Expenses	337,838	15,766	89,702	
Indirect Expenses	37,162	1,734	9,866	
TOTAL FUNDING USES	375,000	17,500	99,568	
CBHS MENTAL HEALTH FUNDING SOURCES				
TOTAL CBHS MENTAL HEALTH FUNDING SOURCES				
CBHS SUBSTANCE ABUSE FUNDING SOURCES				
TOTAL CBHS SUBSTANCE ABUSE FUNDING SOURCES				
OTHER DPH FUNDING SOURCES				
	CFDA	FAMIS		
COPC - Central Admin General Fund	-	HCHAPADMINGF	375,000	
COPC - Tom Waddell General Fund	-	HCHAPTWC-GF	17,500	
COPC - Salesforce.com Grant	-	HCGSAL-1400	99,568	
TOTAL OTHER DPH FUNDING SOURCES			375,000	
TOTAL DPH FUNDING SOURCES			375,000	
NON-DPH FUNDING SOURCES				
TOTAL NON-DPH FUNDING SOURCES				
TOTAL FUNDING SOURCES (DPH AND NON-DPH)			375,000	
CBHS UNITS OF SERVICE AND UNIT COST				
Number of Beds Purchased (if applicable)				
Substance Abuse Only - Non-Res 33 - ODF # of Group Sessions (classes)				
SA Only - Licensed Capacity for Medi-Cal Provider with Narcotic Tx Program				
Cost Reimbursement (CR) or Fee-For-Service (FFS)				
	CR	CR	CR	
Units of Service				
	n/a	n/a	n/a	
Unit Type				
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES Only)				
Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES)				
Published Rate (Medi-Cal Providers Only)				
	n/a	n/a	n/a	
Unduplicated Clients (UDC)				

DPH 4: Operating Expenses Detail

Contractor Name: HealthRIGHT 360 (Fiscal Intermediary)
 Program Name: COPC FI Services
 Document Date: 9/29/14

Expenditure Category	TOTAL	Primary Care Encounters, General Fund HCHAPADMINGF	TWHC Shelter Nutritionist General Fund HCHAPTWC-GF	SEHC Salesforce Salesforce.com Grant HCGSAL-14
	Term: 1/1/14-6/30/14	Term: 1/1/14-6/30/14	Term: 1/1/14-6/30/14	Term: 1/1/14-6/30/14
Occupancy:	-			
Rent	-			
Utilities (Telephone, Electricity, Water, Gas)	-			
Building Repair/Maintenance	-			
Materials & Supplies:	-			
Office Supplies	-			
Photocopying	-			
Printing	-			
Program Supplies	-			
Computer Hardware/Software	-			
General Operating:	-			
Training/Staff Development	-			
Insurance	-			
Professional License	-			
Permits	-			
Equipment Lease & Maintenance	-			
Staff Travel:	-			
Local Travel	-			
Out-of-Town Travel	-			
Field Expenses	-			
Consultant/Subcontractor:	-			
COPC Staff Care	295,881	295,881		
COPC M Hawkins	41,957	41,957		
TWHC Shelter Nutritionist	15,766		15,766	
Other:	-			

TOTAL OPERATING EXPENSE

353,604

337,838

15,766

DPH 2: Department of Public Health Cost Reporting/Data Collection (CRDC)

DMH Legal Entity Name (MH)/Contractor Name (SA): HealthRIGHT 360 (Fiscal Intermediary)					
Provider/Program Name: Children Community Response Network					
Provider Number: n/a					
Program Name		Children Community Response Network			
Program Code (formerly Reporting Unit)		n/a			
Mode/SFC (MH) or Modality (SA)		n/a			
Service Description		n/a			
FUNDING TERM		1/1/14-6/30/14			
FUNDING USES					
Salaries & Employee Benefits		463,424			
Operating Expenses		117,000			
Capital Expenses (greater than \$5,000)		-			
Subtotal Direct Expenses		580,424			
Indirect Expenses		63,848			
TOTAL FUNDING USES		644,272			
CBHS MENTAL HEALTH FUNDING SOURCES					
TOTAL CBHS MENTAL HEALTH FUNDING SOURCES					
CBHS SUBSTANCE ABUSE FUNDING SOURCES					
TOTAL CBHS SUBSTANCE ABUSE FUNDING SOURCES					
OTHER DPH FUNDING SOURCES					
	CFDA	FAMIS			
Community Health - CRN Work Order	-	HCHCCHCCRNWO	644,272		
TOTAL OTHER DPH FUNDING SOURCES			644,272		
TOTAL DPH FUNDING SOURCES			644,272		
NON-DPH FUNDING SOURCES					
TOTAL NON-DPH FUNDING SOURCES					
TOTAL FUNDING SOURCES (DPH AND NON-DPH)			644,272		
CBHS UNITS OF SERVICE AND UNIT COST					
Number of Beds Purchased (if applicable)					
Substance Abuse Only - Non-Res 33 - ODF # of Group Sessions (classes)					
SA Only - Licensed Capacity for Medi-Cal Provider with Narcotic Tx Program					
Cost Reimbursement (CR) or Fee-For-Service (FFS)		CR			
Units of Service		n/a			
Unit Type					
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES Only)					
Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES)					
Published Rate (Medi-Cal Providers Only)					
Unduplicated Clients (UDC)		n/a			

DPH 4: Operating Expenses Detail

Contractor Name: HealthRIGHT 360 (Fiscal Intermediary)

Program Name: Children Community Response Network

Document Date: 9/29/14

Expenditure Category	TOTAL		CRN Work Order: HCHCCHCCRNWO	Term:	Term:
	Term: 1/1/14-6/30/14	Term: 1/1/14-6/30/14			
Occupancy:	-	-			
Rent	22,000	22,000			
Utilities (Telephone, Electricity, Water, Gas)	12,000	12,000			
Building Repair/Maintenance	3,300	3,300			
Materials & Supplies:	-	-			
Office Supplies	5,000	5,000			
Photocopying	-	-			
Printing	-	-			
Program Supplies	5,000	5,000			
Computer Hardware/Software	-	-			
General Operating:	-	-			
Training/Staff Development	2,100	2,100			
Insurance	1,200	1,200			
Professional License	-	-			
Permits	-	-			
Equipment Lease & Maintenance	10,400	10,400			
Staff Travel:	-	-			
Local Travel	-	-			
Out-of-Town Travel	-	-			
Field Expenses	-	-			
Consultant/Subcontractor:	-	-			
Monique LeSarre PsyD, Clinical Consultant	9,000	9,000			
Sal Nunez, Curriculum Developer	14,000	14,000			
Other:	-	-			
Vehicle Expense	9,000	9,000			
Client Incentives	12,000	12,000			
Client Outings and Groups	12,000	12,000			

TOTAL OPERATING EXPENSE

117,000

117,000

DPH 6: Contract-Wide Indirect Detail

Contractor Name **HealthRIGHT 360 (Fiscal Intermediary)**

Document Date: 9/29/14

1. SALARIES & BENEFITS

Position Title	FTE	Salaries
Chief Executive Officer	0.09	30,652
Chief Financial Officer	0.10	27,672
Chief Information Officer	0.10	21,995
Chief Operating Officer	0.05	5,535
VP of Quality and Compliance	0.10	8,089
VP of Development	0.07	7,096
Research and Evaluation Director	0.07	7,156
Workforce Development Director	0.01	991
Donations Manager	0.10	7,804
Controller	0.10	16,084
Grants Director	0.10	11,069
Budget Manager	0.05	5,492
Fiscal Projects Director	0.10	8,515
Budget/Fiscal Analyst	0.10	8,132
Budget Coordinator	0.10	7,096
Payroll Manager	0.10	10,472
Billing Specialist	0.10	8,515
General Ledger Accountant	0.02	1,518
Accounts Payable II	0.20	14,167
CJ Billing Assistant	0.10	5,730
Human Resources Director	0.05	4,879
Human Resources Analyst	0.10	7,096
Human Resources Coordinator	0.10	5,738
Electronic Medical Records Manager	0.10	7,025
EMR OPs Software Development Director	0.10	12,772
EMR Training and Data Analyst	0.07	3,941
Client Programmer II	0.03	2,375
IT Manager - Data Control	0.10	7,600
Senior IT Systems Analyst	0.06	4,541
IT Analyst	0.10	6,883
PC Support Analyst	0.10	6,883
IT Specialist - Data Entry	0.10	4,691
IT Specialist - Data Control	0.10	4,691
IT Specialist - Data Specialist	0.11	5,159
IT Data Analyst	0.04	1,720
Travel Coordinator	0.05	3,801
Administrative Assistant	0.08	3,633
Procurement Manager	0.10	7,096
Facility Operations Director	0.01	685
Transportation and Facility Manager	0.01	428
Maintenance Staff	0.02	1,042
Driver/Procurement Assistant	0.02	870
EMPLOYEE FRINGE BENEFITS		98,372
TOTAL SALARIES & BENEFITS		415,701

2. OPERATING COSTS

Expenditure Category	Amount
Rent	26,999
Utilities (Telephone, Electricity, Water, Gas)	9,704
Building Repair/Maintenance	2,319
Office Supplies	6,639
Insurance	12,638
Training/Staff Development	2,607
Staff Travel (Local & Out-of-Town)	10,407
Equipment Lease & Maintenance	8,258
Professional Services	55,790
General Operating	25,800
TOTAL OPERATING COSTS	161,159

TOTAL INDIRECT COSTS

(Salaries & Benefits + Operating Costs)

576,860

CBHSMODE	CBHSSERVEDESCRIPT	Official DMH/ADP Unit
05/10-18	Hospital IP	Client Day
05/19	Hospital IP Admin Day	Client Day
05/20-29	PHF	Client Day
05/30-34	SNF Intensive	Client Day
05/35	IMD Basic No Patch	Client Day
05/36-39	IMD with Patch	Client Day
05/40-49	Adult Crisis Residential	Client Day
05/50-59	Jail IP	Client Day
05/60-64	Residential Other	Client Day
05/65-79	Adult Residential	Client Day
05/80-84	Semi-Sup Living	Client Day
05/85-89	Independent Living	Client Day
05/90-94	MH Rehab Center	Client Day
10/20-24	Crisis Stab ER	Client Hour
10/25-29	Crisis Stab Urgent Care	Client Hour
10/30-39	Vocational	Client Full Day
10/40-49	Socialization	Client Full Day
10/60-69	SNF Augmentation	Client Full Day
10/81-84	Day Tx Intensive Half day	Client 1/2 Day
10/85-89	Day Tx Intensive Full day	Client Full Day
10/91-94	Day Rehab Half day	Client 1/2 Day
10/95-99	Day Rehab Full day	Client Full Day
15/01-09	Case Mgt Brokerage	Staff Minute
15/10-57	MH Svcs	Staff Minute
15/58	TBS	Staff Minute
15/60-69	Medication Support	Staff Minute
15/70-79	Crisis Intervention-OP	Staff Minute
20/00	MH Administration	Staff Hour
25/00	Research & Evaluation	Staff Hour
40/00	MHSA Administration	Staff Hour
45/10-19	MH Promotion	Staff Hour
45/20-29	Cmmnty Client Svcs	Staff Hour
60/20-29	Conserv-Investigation	Staff Minute
60/30-39	Conserv-Adm	Staff Minute
60/40-49	Life Support-Bd&Care	Client Full Day
60/60-69	Case Mgt Support	Staff Minute
60/70	CS-Client Hsng Support Exp	Staff Hour or Client Day, depending on contract.
60/71	CS-Client Hsng Operating Exp	Staff Hour or Client Day, depending on contract.
60/72	CS-Client Flexible Support Exp	Staff Hour or Client Day, depending on contract.
60/75	Non-MediCal Capital Assets	Staff Hour or Client Day, depending on contract.
60/78	Other Non-MediCal Client Support Exp	Staff Hour
Supt-00	SA-County Support	Staff Hour
Supt-01	SA-Support QA's	Staff Hour
Supt-02	SA-Support Training	Staff Hour
Supt-03	SA-Support Prog Dev	Staff Hour
Supt-04	SA-Support Research/Eval	Staff Hour
Supt-05	SA-Support Planning/Coord/Need Assess	Staff Hour
Supt-06	SA-Support Start-Up Costs	Staff Hour
Supt-09	SA-Support Alteration/Renovation	Staff Hour
PriPrev-12	SA-PriPrevention Info Dissemination	Staff Hour
PriPrev-13	SA-PriPrevention Education	Staff Hour
PriPrev-14	SA-PriPrevention Alternatives	Staff Hour
PriPrev-15	SA-PriPrevention Problem Id's/Referrals	Staff Hour
PriPrev-16	SA-PriPrevention Cmmnty Based	Staff Hour
PriPrev-17	SA-PriPrevention Environmental	Staff Hour
SecPrev-18	SA-Sec Prev Early Intervention	Staff Hour
SecPrev-19	SA-Sec Prev Outreach	Staff Hour
SecPrev-20	SA-Sec Prev IDU or IVDU	Staff Hour
SecPrev-21	SA-Sec Prev Referrals/Screening/Intake	Staff Hour
Nonres-30	SA-Nonresidntl IO Day Care Rehab	Face-to-face visit
Nonres-32	SA-Nonresidntl Aftercare	Staff Hour
Nonres-33	SA-Nonresidntl ODF Grp	Staff Hour
Nonres-34	SA-Nonresidntl ODF Indv	Staff Hour

CBHSMODE	CBHSSERVEDESCRIPT	Official DMH/ADP Unit
Nonres-35	SA-Nonresidtl Interim Tx CalWORKS Only	Staff Hour
NTP-41	SA-Narcotic Tx Prog OP Meth Detox (OMD)	Slot Days
NTP-42	SA-Narcotic Tx Prog IP Meth Detox	Bed Days
NTP-43	SA-Narcotic Tx Prog Naltrexone	Face-to-face visit
NTP-44	SA-Narcotic Tx Prog Rehab/Amb Detox (other than Methadone)	Slot Days
NTP-48	SA-Narcotic Tx Narc Replacement Therapy - All Svcs	Slot Days
Res-50	SA-Res Free Standing Res Detox	Bed Days
Res-51	SA-Res Recov Long Term (over 30 days)	Bed Days
Res-52	SA-Res Recov Short Term (up to 30 days)	Bed Days
Res-53	SA-Res Hospital IP Detox (24-Hr)	Bed Days
Res-54	SA-Res Hospital IP Residential (24-Hr)	Bed Days
Res-55	SA-Res Chemical Dependency Recov Hospital (CDRH)	Bed Days
Res-56	SA-Res Transitional Living Center (Perinatal/Parolee Only)	Bed Days
Res-57	SA-Res Alcohol Drug Housing (Perinatal/Parolee Only)	Bed Days
Anc-22	SA-Ancillary Svcs Perinatal Outreach	Staff Hour
Anc-63	SA-Ancillary Svcs Cooperative Proj	Staff Hour
Anc-64	SA-Ancillary Svcs Vocational Rehab	Staff Hour
Anc-65	DO NOT USE SA-Ancillary Svcs HIV Early Intervention	Staff Hour
Anc-66	SA-Ancillary Svcs TB Svcs	Staff Hour
Anc-67	SA-Ancillary Svcs Interim Svcs (within 48 hrs)	Staff Hour
Anc-68	SA-Ancillary Svcs Case Mgmt	Staff Hour
Anc-69	SA-Ancillary Svcs Primary Medical Care (Perinatal Only)	Staff Hour
Anc-70	SA-Ancillary Svcs Pediatric Medical Care (Perinatal Only)	Staff Hour
Anc-71	SA-Ancillary Svcs Transportation (Perinatal/Parolee Only)	Staff Hour
Anc-72	SA-Ancillary Svcs HIV Counseling Services	Number Served
Anc-73	SA-Ancillary Svcs HIV/AIDS Education Counseling Services	Number Served
Anc-74	SA-Ancillary Svcs Infectious Disease Services	Number Served
Anc-75	SA-Ancillary Svcs Therapeutic Measures for People Living with HIV	Number Served
Anc-76	SA-Ancillary Svcs HIV Referral/Linkage to Care Services	Number Served
Anc-77	SA-Ancillary Svcs Outreach	Number Served
Anc-80	SA-Ancillary Svcs SACPA Literacy Training	Staff Hour
Anc-81	SA-Ancillary Svcs SACPA Family Counseling	Staff Hour
Anc-82	SA-Ancillary Svcs SACPA Vocational Training	Staff Hour
Anc-83	SA-Ancillary Svcs SACPA Case Mgmt	Staff Hour
Anc-84	SA-Ancillary Svcs SACPA Other Svcs	Staff Hour
Anc-85	SA-Ancillary Svcs SACPA Testing	Staff Hour
Anc-87	Drug Court-Other Tx Related Svcs	Staff Hour
DUI-90	Driving Under the Influence	Persons Served

MH

SA

MH FED - SDMC Regular FFP (50%)
 MH FED - Health Families/Enhanced Children FFP (at 65%)
 MH FED - Refugee FFP (at 100%)
 MH FED - SAHMSA PBHCl Grant
 MH STATE - CTF Fund (Cmnty Tx Facility)
 MH STATE - MH Realignment
 MH STATE - EPSDT Realignment
 MH STATE - Family Mosaic Capitated
 MH STATE - IDEA Fund
 MH STATE - MAA
 MH STATE - MHSA Project
 MH STATE - Managed Care
 MH STATE - Minor Consent
 MH STATE - SAMHSA FMP Grant
 MH STATE - RWJ
 MH STATE - PSR Managed Care
 MH STATE - PSR EPSDT
 MH PRIOR YEAR - SEP-Special Assessment Program
 MH PRIOR YEAR - SB 163 - Children's Wrap-Around/Foster Care
 MH PRIOR YEAR - SB 90
 MH PRIOR YEAR - MH Managed Care
 MH STATE - MHSA CSS Project
 MH STATE - MHSA PEI Project
 MH STATE - MHSA INN Project
 MH STATE - MHSA CF Project
 MH STATE - MHSA Tech Project
 MH STATE - MHSA WDET Project
 MH STATE - MHSA WET Project
 MH PRIOR YEAR - Other (please identify)
 MH WORK ORDER - County Work Order Fund
 MH WORK ORDER - City Attorney
 MH WORK ORDER - District Attorney
 MH WORK ORDER - DCYF
 MH WORK ORDER - Fire Department
 MH WORK ORDER - HSA Childcare
 MH WORK ORDER - HSA Fostercare
 MH WORK ORDER - HSA SPMP Fostercare
 MH WORK ORDER - HSA GF Match
 MH WORK ORDER - Human Services Agency
 MH WORK ORDER - Human Services Agency (Match)
 MH WORK ORDER - Library
 MH WORK ORDER - Juvenile Probation
 MH WORK ORDER - Mayor's Office
 MH WORK ORDER - Police Department
 MH WORK ORDER - Sheriff's Department
 MH WORK ORDER - SFCFC First Five
 MH WORK ORDER - CALWORKS
 MH 3RD PARTY - Insurance Fees
 MH 3RD PARTY - Medicare
 MH 3RD PARTY - Patient/Client Fees
 MH COUNTY - General Fund
 MH COUNTY - General Fund WO CODB
 MH COUNTY - General Fund CYF
 MH COUNTY - General Fund CYF WO CODB
 MH COUNTY - Managed Care Match

SA FED - SAPT Fed Discretionary
 SA FED - SAPT Adolescent Tx Svcs
 SA FED - SAPT Friday Night Live/Club Live
 SA FED - SAPT Primary Prevention Set-Aside
 SA FED - SAPT HIV Set-Aside
 SA FED - SAPT Perinatal Set-Aside
 SA FED - Drug Medi-Cal
 SA FED - Perinatal Drug Medi-Cal
 SA STATE - PSR Non Drug Medi-Cal
 SA STATE - PSR Drug Medi-Cal
 SA STATE - PSR Drug Medi-Cal carryforward from FY12-13
 SA STATE - PSR Perinatal Non Drug Medi-Cal
 SA STATE - PSR Perinatal Drug Medi-Cal
 SA STATE - PSR Women/Children Residential Tx Svcs
 SA STATE - PSR Drug Court
 SA STATE - Parolee Services Network BASN
 SA STATE - SACPA Project
 SA COUNTY - General Fund - CJC GF
 SA COUNTY - General Fund
 SA GRANT - Fed DOJ Safe Havens
 SA GRANT - Fed DOJ Second Chance
 SA GRANT - Fed SAMHSA MAI
 SA GRANT - Fed SAMHSA SHOP
 SA WORK ORDER - Controller's CJC Evaluation
 SA WORK ORDER - DCYF Wellness Center
 SA WORK ORDER - HSA Children's Program
 SA WORK ORDER - HSA FSET
 SA WORK ORDER - HSA HUD-SHP
 SA WORK ORDER - HSA PAES/SSI Advocacy
 SA 3RD PARTY Medicare
 SA 3RD PARTY Insurance Fees
 SA 3RD PARTY Client Fees

NON DPH - MH Conservatorship Admin Fees
 NON DPH - Provider's Fund
 NON DPH - Provider's Grants
 NON DPH - In-Kind
 NON DPH - Fund Raising
 NON DPH - Other (please identify)

Appendix C
Insurance Waiver

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.

Appendix E

BUSINESS ASSOCIATE ADDENDUM

This Business Associate Addendum ("Addendum") supplements and is made a part of the contract ("Contract") by and between the City and County of San Francisco, Covered Entity ("CE") and Contractor, Business Associate ("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(a) and (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 and HIPAA Regulations [42 U.S.C. Section 17921 and 45 C.F.R. Section 164.402].
- b. **Breach Notification Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and D.
- c. **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.
- d. **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.
- e. **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.
- f. **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.

- g. **Electronic Protected Health Information** means Protected Health Information that is maintained in or transmitted by electronic media.
- h. **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.
- i. **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.
- j. **Privacy Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and E.
- k. **Protected Health Information or PHI** means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501. Protected Health Information includes Electronic Protected Health Information [45 C.F.R. Sections 160.103, 164.501].
- l. **Protected Information** shall mean PHI provided by CE to BA or created, maintained, received or transmitted by BA on CE's behalf.
- m. **Security Incident** shall have the meaning given to such term under the Security Rule, including, but not limited to, 45 C.F.R. Section 164.304.
- n. **Security Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and C.
- o. **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) and 45 C.F.R. Section 164.402.

2. **Obligations of Business Associate**

- a. **Permitted Uses.** BA shall use Protected Information only for the purpose of performing BA's obligations under the Contract and as permitted or required under the Contract and Addendum, or as required by law. 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 as necessary (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 relating to the Health Care Operations of CE [45 C.F.R. Sections 164.504(e)(2) and 164.504(e)(4)(i)].
- b. **Permitted Disclosures.** BA shall disclose Protected Information only for the purpose of performing BA's obligations under the Contract and as permitted or required under the

Contract and Addendum, or as required by law. 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 as necessary (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 relating to 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 used or disclosed only 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, suspected breaches, security incidents, or unauthorized uses or disclosures of the Protected Information in accordance with paragraph 2. m. of the Addendum, to the extent it has obtained knowledge of such occurrences [42 U.S.C. Section 17932; 45 C.F.R. Section 164.504(e)].

- c. **Prohibited Uses and Disclosures.** BA shall not use or disclose PHI other than as permitted or required by the Contract and Addendum, or as required by law. 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) and 45 C.F.R. Section 164.522(a)(vi)]. 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), and the HIPAA regulations, 45 C.F.R. Section 164.502(a)(5)(ii); 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 to prevent the use or disclosure of Protected Information other than as permitted by the Contract or Addendum, including, but not limited to, administrative, physical and technical safeguards in accordance with the Security Rule, including, but not limited to, 45 C.F.R. Sections 164.308, 164.310, and 164.312. [45 C.F.R. Section 164.504(e)(2)(ii)(B); 45 C.F.R. Section 164.308(b)]. BA shall comply with the policies and procedures and documentation requirements of the Security Rule, including, but not limited to, 45 C.F.R. Section 164.316. [42 U.S.C. Section 17931]
- e. **Business Associate's Subcontractors and Agents.** BA shall ensure that any agents and subcontractors that create, receive, maintain or transmit Protected Information on behalf of BA, agree in writing to the same restrictions and conditions that apply to BA with respect to such Protected Information and implement the safeguards required by paragraph 2.d. 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)).

- f. **Accounting of Disclosures.** Within ten (10) calendar days of a request by CE for an accounting of 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 and 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 and 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. 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. If a patient submits a request for an accounting directly to BA or its agents or subcontractors, BA shall forward the request to CE in writing within five(5) calendar days.
- g. **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 HIPAA [45 C.F.R. Section 164.504(e)(2)(ii)(I)]. BA shall provide CE a copy of any Protected Information and other documents and records that BA provides to the Secretary concurrently with providing such Protected Information to the Secretary.
- h. **Minimum Necessary.** BA, its agents and 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)] 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."
- i. **Data Ownership.** BA acknowledges that BA has no ownership rights with respect to the Protected Information.
- j. **Notification of Possible Breach.** BA shall notify CE within twenty-four (24) hours of any suspected or actual breach of Protected Information; any use or disclosure of Protected Information not permitted by the Contract or Addendum; any security incident (i.e., any attempted or successful unauthorized access, use, disclosure, modification, or

destruction of information or interference with system operations in an information system) related to Protected Information, and any actual or suspected use or disclosure of data in violation of any applicable federal or state laws by BA or its agents or subcontractors. The notification shall include, to the extent possible, the identification of each individual who unsecured Protected Information has been, or is reasonably believed by the business associate to have been, accessed, acquired, used, or disclosed, as well as any other available information that CE is required to include in notification to the individual, the media, the Secretary, and any other entity under the Breach Notification Rule and any other applicable state or federal laws, including, but not limited, to 45 C.F.R. Section 164.404 through 45 C.F.R. Section 164.408, at the time of the notification required by this paragraph or promptly thereafter as information becomes available. BA shall take (i) prompt corrective action to cure any deficiencies and (ii) any action pertaining to unauthorized uses or disclosures required by applicable federal and state laws. (This provision should be negotiated.) [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)]

- k. **Breach Pattern or Practice by Business Associate's Subcontractors and Agents.** Pursuant to 42 U.S.C. Section 17934(b) and 45 C.F.R. Section 164.504(e)(1)(ii), if the BA knows of a pattern of activity or practice of a subcontractor or agent that constitutes a material breach or violation of the subcontractor or agent'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. BA shall provide written notice to CE of any pattern of activity or practice of a subcontractor or agent that BA believes constitutes a material breach or violation of the subcontractor or agent's obligations under the Contract or Addendum or other arrangement within five (5) 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.

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 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 and its agents and 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 and satisfy the obligations of Section 2 of this Addendum to such information, and limit further use and disclosure of such PHI to those purposes that make the return or destruction of the information infeasible [45 C.F.R. Section 164.504(e)(ii)(2)(J)]. If CE elects destruction of the PHI, BA shall certify in writing to CE that such PHI has been destroyed in accordance with the Secretary's guidance regarding proper destruction of PHI.

d. 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.

4. 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 such action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, the HIPAA regulations and other applicable state or federal 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 HIPAA regulations or other applicable laws. CE may terminate the Contract upon thirty (30) 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.

5. Reimbursement for Fines

In the event that CE pays a fine to a state or federal regulatory agency based on an impermissible use or disclosure of PHI by BA or its subcontractors or agents, then BA shall reimburse CE in the amount of such fine within thirty (30) calendar days.

Appendix F
Invoice

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.

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

San Francisco Department of Public Health Privacy Policy Compliance Standards

As part of this Agreement, Contractor acknowledges and agrees to comply with the following:

In City's Fiscal Year 2003/04, a DPH Privacy Policy was developed and contractors advised that they would need to comply with this policy as of July 1, 2005.

As of July 1, 2004, contractors were subject to audits to determine their compliance with the DPH Privacy Policy using the six compliance standards listed below. Audit findings and corrective actions identified in City's Fiscal year 2004/05 were to be considered informational, to establish a baseline for the following year.

Beginning in City's Fiscal Year 2005/06, findings of compliance or non-compliance and corrective actions were to be integrated into the contractor's monitoring report.

Item #1: DPH Privacy Policy is integrated in the program's governing policies and procedures regarding patient privacy and confidentiality.

As Measured by: Existence of adopted/approved policy and procedure that abides by the rules outlined in the DPH Privacy Policy

Item #2: All staff who handle patient health information are oriented (new hires) and trained in the program's privacy/confidentiality policies and procedures.

As Measured by: Documentation showing individual was trained exists

Item #3: A Privacy Notice that meets the requirements of the Federal Privacy Rule (HIPAA) is written and provided to all patients/clients served in their threshold and other languages. If document is not available in the patient's/client's relevant language, verbal translation is provided.

As Measured by: Evidence in patient's/client's chart or electronic file that patient was "noticed." (Examples in English, Cantonese, Vietnamese, Tagalog, Spanish, Russian will be provided.)

Item #4: A Summary of the above Privacy Notice is posted and visible in registration and common areas of treatment facility.

As Measured by: Presence and visibility of posting in said areas. (Examples in English, Cantonese, Vietnamese, Tagalog, Spanish, Russian will be provided.)

Item #5: Each disclosure of a patient's/client's health information for purposes other than treatment, payment, or operations is documented.

As Measured by: Documentation exists.

Item #6: Authorization for disclosure of a patient's/client's health information is obtained prior to release (1) to non-treatment providers or (2) from a substance abuse program.

As Measured by: An authorization form that meets the requirements of the Federal Privacy Rule (HIPAA) is available to program staff and, when randomly asked, staff are aware of circumstances when authorization form is needed.

Appendix I

Emergency Response

(Applicable to sites and/or programs located in San Francisco only)

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 operating in San Francisco. 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 sites. 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 J

THE DECLARATION OF COMPLIANCE

Each Fiscal Year, CONTRACTOR attests with a Declaration of Compliance that each program site has an Administrative Binder that contains all of the forms, policies, statements, and documentation required by Community Behavioral Health Services (CBHS). The Declaration of Compliance also lists requirements for site postings of public and client information, and client chart compliance if client charts are maintained. CONTRACTOR understands that the Community Programs Business Office of Contract Compliance may visit a program site at any time to ensure compliance with all items of the Declaration of Compliance.

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 and County of San Francisco, It's officers, agents & Employees, Office of Contract Management & Compliance

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.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ULTRA AUTO PLUS ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

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

EXTENDED CANCELLATION CONDITION

Paragraph 2.b. of the CANCELLATION Common Policy Condition is replaced by the following:

- b. 60 days before the effective date of cancellation if we cancel for any other reason.

TEMPORARY SUBSTITUTE AUTO – PHYSICAL DAMAGE COVERAGE

Under paragraph C. – CERTAIN TRAILERS, MOBILE EQUIPMENT AND TEMPORARY SUBSTITUTE AUTOS of SECTION 1 – COVERED AUTOS, the following is added:

If Physical Damage coverage is provided by this Coverage Form, then you have coverage for:

Any "auto" you do not own while used with the permission of its owner as a temporary substitute for a covered "auto" you own that is out of service because of its breakdown, repair, servicing, "loss" or destruction.

BROAD FORM NAMED INSURED

SECTION II – LIABILITY COVERAGE – A.1. WHO IS AN INSURED provision is amended by the addition of the following:

- d. Any business entity newly acquired or formed by you during the policy period provided you own 50% or more of the business entity and the business entity is not separately insured for business auto coverage. Coverage is extended up to a maximum of 180 days following acquisition or formation of the business entity. Coverage under this provision is afforded only until the end of the policy period.

BLANKET ADDITIONAL INSURED

SECTION II – LIABILITY COVERAGE – A.1. WHO

IS AN INSURED provision is amended by the addition of the following:

- e. Any person or organization for whom you are required by an "insured contract" to provide insurance is an "insured", subject to the following additional provisions:
 - (1) The "insured contract" must be in effect during the policy period shown in the Declarations, and must have been executed prior to the "bodily injury" or "property damage".
 - (2) This person or organization is an "insured" only to the extent you are liable due to your ongoing operations for that insured, whether the work is performed by you or for you, and only to the extent you are held liable for an "accident" occurring while a covered "auto" is being driven by you or one of your employees.
 - (3) There is no coverage provided to this person or organization for "bodily injury" to its employees, nor for "property damage" to its property.
 - (4) Coverage for this person or organization shall be limited to the extent of your negligence or fault according to the applicable principles of comparative negligence or fault.
 - (5) The defense of any claim or "suit" must be tendered by this person or organization as soon as practicable to all other insurers which potentially provide insurance for such claim or "suit".
 - (6) The coverage provided will not exceed the lesser of:
 - (a) the coverage and/or limits of this policy; or

(b) the coverage and/or limits required by the "insured contract".

(7) A person's or organization's status as an "insured" under this subparagraph ends when your operations for that "insured" are completed.

FELLOW EMPLOYEE COVERAGE - EXECUTIVE OFFICES

Exclusion 5. FELLOW EMPLOYEE of SECTION II - LIABILITY COVERAG - B, EXCLUSIONS is amended by the addition of the following:

This exclusion does not apply to liability incurred by your employees that are executive officers.

PHYSICAL DAMAGE - ADDITIONAL TRANSPORTATION EXPENSE COVERAGE

The first sentence of paragraph A.4 of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to add:

- 5. We will pay for the expense of returning a stolen covered "auto" to you.

AIRBAG COVERAGE

Under paragraph B, - EXCLUSIONS of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

The exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

LEASE GAP COVERAGE

Under paragraph C - LIMIT OF INSURANCE OF SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

- 4. the most we will pay for a total "loss" in any on "accident" is the greater of the following, subject to a \$1,500 maximum limit:
 - a. Actual cash value of the damaged or stolen property as of the time of the "loss", less an adjustment for depreciation and physical condition; or
 - b. Balance due under the terms of the loan or lease that the damaged covered "auto" is subject to at the time of the "loss", less any one or all of the following adjustments:

- 1) Overdue payment and financial penalties associated with those payments as of the date of the "loss".
- 2) Financial penalties imposed under a lease due to high mileage, excessive use or abnormal wear and tear.
- 3) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease.
- 4) Transfer or rollover balances from previous loans or leases.
- 5) Final payment due under a "Balloon Loan".
- 6) The dollar amount of any un-repaired damage that occurred prior to the total loss" of a covered "auto".
- 7) Security deposits not refunded by a lessor.
- 8) All refunds payable or paid to you as a result of the early termination of a lease agreement, or any warranty or extended service agreement on a covered "auto".
- 9) Any amount representing taxes.
- 10) Loan or lease termination fees.

GLASS REPAIR - WAIVER OF DEDUCTIBLE

Under paragraph d. - DEDUCTIBLE of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

The requirement in LOSS CONDITION 2.a. - DUTIES IN THE EVENT OF ACCIDENT, CLAIMS, SUIT OR LOSS - of SECTION IV - BUSINESS AUTO CONDITIONS that you must notify us of an "accident" applies only when the accident is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership; or
- (3) An executive officer or insurance manager, if you are a corporation.

UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

SECTION IV – BUSINESS AUTO CONDITIONS – B.2. is amended by the addition of the following:

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this coverage Form because of such failure. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

RESULTANT MENTAL ANGUISH COVERAGE

SECTION V – DEFINITIONS – C. is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person including mental anguish or death resulting from any of these.

HIRED AUTO PHYSICAL DAMAGE COVERAGE

If hired "autos" are covered "autos" for Liability coverage and if comprehensive, specified Causes of Loss or collision coverages are provided under this coverage form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire or borrow of the private passenger or light truck (10,000 lbs. Or less gross vehicle weight) type, subject to the following limit.

The most we will pay for loss to any hired "auto" is \$50,000 or actual Cash Value or cost of Repair, whichever is smallest, minus a deductible. The deductible will be equal to the largest deductible applicable to any owned "auto" of the private passenger or light truck type for that coverage. Hired Auto Physical Damage coverage is excess over any other collectible insurance. Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own of the private passenger or light truck type.

HIRED AUTO PHYSICAL DAMAGE COVERAGE – LOSS OF USE

SECTION III – PHYSICAL A.4.b Form does not

apply.

Subject to a maximum of \$1,000 per accident, we will cover loss of use of a hired "auto" if it results from an accident, you are legally liable and the lessor incurs an actual financial loss.

RENTAL REIMBURSEMENT COVERAGE

A. This coverage applies only to a covered "auto" of the private passenger or light truck (10,000 lbs. Or less gross vehicle weight) type.

B. We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of a covered "loss" to a covered "auto." Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto." No deductible apply to this coverage.

C. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:

1. The number of days reasonably required to repair or replace the covered "auto." If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you.

2. 30 days.

D. Our payment is limited to the lesser of the following amounts:

- 1. Necessary and actual expenses incurred.
- 2. \$50 per day

E. this coverage does not apply while there are spare or reserve "autos" available to you for your operations.

F. If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under the PHYSICAL DAMAGE COVERAGE Coverage Extension.

G. The Rental Reimbursement Coverage described above does not apply to a covered "auto" that is described or designated as a covered "auto" on Rental Reimbursement coverage form CA 99 23

AUDIO, VISUAL AND SATA ELECTRONIC

EQUIPMENT COVERAGE**A. Coverage**

1. We will pay with respect to a covered "auto" for "loss" to any electronic equipment that receives or transmits audio, visual or data signals and that is not designed solely for the reproduction of sound. This coverage applies only if the equipment is permanently installed in the covered "auto" at the time of the "loss" or the equipment is removable from a housing unit which is permanently installed in the covered "auto" at the time of the "loss" or the equipment is removable from a housing unit which is permanently installed in the covered "auto" at the time of the "loss", and such equipment is designed to be solely operated by use of the power from the "auto's" electrical system, in or upon the covered "auto."
2. We will pay with respect to a covered "auto" for "loss" to any accessories used with the electronic equipment described in paragraph A.1. above. However, this does not include tapes, records or discs.
3. If audio, Visual and data Electronic Equipment Coverage form CA 99 60 or CA 99 94 is attached to this policy, then the Audio, visual and Data Electronic Equipment Coverage described above does not apply.

B. Exclusions

The exclusions that apply to PHYSICAL DAMAGE COVERAGE, except for the exclusion relating to Audio, Visual and Data Electronic Equipment, also apply to this coverage. In addition, the following exclusions apply:

We will not pay for wither any electronic equipment or accessories used with such electronic equipment that is:

1. Necessary for the normal operation of the covered "auto" for the monitoring of the covered "auto's" operating system; or
2. Both:
 - a. an integral part of the same unit housing any sound reproducing equipment designed solely for the reproduction of sound if the sound reproducing equipment is permanently

installed in the covered "auto"; and

- b. permanently installed in the opening of the dash or console normally used by the manufacturer for the installation of a radio.

C. Limit of Insurance

With respect to this coverage, the LIMIT OF INSURANCE provision of PHYSICAL DAMAGE COVERAGE is replaced by the following:

1. The most we will pay for "loss" to audio, visual or data electronic equipment and any accessories used with this equipment as a result of any one "accident" is the lesser of:
 - a. The actual cash value of the damaged or stolen property as of the time of the "loss"; or
 - b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.
- c. \$1,000
 1. an adjustment for depreciation and physical condition will be made in determining actual cash value at the time of the "loss."

If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.

D. Deductible

1. If "loss" to the audio, visual or data electronic equipment or accessories used with this equipment is the result of a "loss" to the covered "auto" under the Business Auto coverage form's Comprehensive or Collision coverage, then for each covered "auto" our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations. Any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" to audio, visual or data electronic equipment caused by fire or lightning.
2. If "loss" to the audio, visual or data electronic equipment or accessories used with this equipment is the result of a "loss" to the covered "auto" under the Business Auto Coverage form's specified Causes of Loss coverage, then for each covered

"auto" our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by a \$100 deductible.

3. If "loss" occurs solely to the audio, visual or data electronic equipment or accessories used with this equipment, then for each covered "auto" our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by a \$100 deductible.

4. In the event that there is more than one applicable deductible, only the highest deductible will apply. In no event will more than one deductible apply.

BLANKET WAIVER OF SUBROGATION

We waive the right of recovery we may have for payments made for "bodily injury" or "property damage" on behalf of the persons or organizations added as "insureds" under section II - LIABILITY COVERAGE - A.1.D. BROAD FORM NAMED INSURED and A.1.e. BLANKET ADDITION INSURED.

PERSONAL EFFECTS COVERAGE

A. SECTION III-PHYSICAL DAMAGE COVERAGE, A.4: COVERAGE EXTENSIONS, is amended by adding the following:

c. Personal Effects Coverage

For any Owned "auto" that is involved in a covered "loss", we will pay up to \$500 for "personal effects" that are lost or damaged as a result of the covered "loss", without applying a deductible.

B. SECTION V - DEFINITIONS is amended by adding the following:

Q. "Personal effects" means your tangible property that is worn or carried by you, except for tools, jewelry, money, or securities.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT-CALIFORNIA

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 5.00 % of the total policy premium otherwise due on such remuneration subject to a policy maximum charge for all such waivers of 5.00 % of total policy premium.

The minimum premium for this endorsement is \$ 350.00

Schedule

Person or Organization

City and County of San Francisco
It's officers, agents & Employees
Office of Contract Management & Compliance
101 Grove Street, Room 307
San Francisco, CA 94102

Job Description

All California Operations

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 07/01/2013

Policy No. 3300064772-131

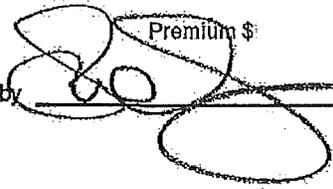
Endorsement No. 1

Insured HEALTHRIGHT360

Insurance Company

Cypress Insurance Company

Countersigned by

Premium \$


HRC Form 3
Compliance Affidavit

This affidavit must be completed and notarized by the proposer, including a separate form for each joint venture partner.

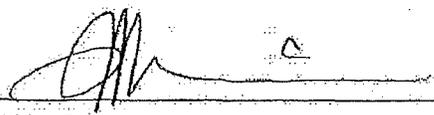
The completed and notarized affidavit must be returned with the proposal or the proposal may be determined non-responsive and rejected.

1. I declare, before the Notary Public, under penalty of perjury and the laws of California, that I will ensure that my firm complies fully with the provisions of Chapter 12B of the San Francisco Administrative Code; Chapter 12D of the San Francisco Administrative Code and its Implementing Rules and Regulations.
2. I acknowledge and am hereby advised that upon a finding of noncompliance with the provisions of Chapter 12B, the City is authorized to impose penalties which may include financial penalties and disqualification from providing goods and services to the City and County of San Francisco for a period not to exceed two years.
3. I acknowledge and am hereby advised that upon a finding of noncompliance with the provisions of Chapter 12D, the City is authorized to impose penalties which may include any of the following: (a) refusal to certify the award of a contract; (b) the suspension of a contract; (c) the withholding of funds; (d) the revision of a contract for material breach of contract; (e) disqualification of my firm from eligibility for providing goods and services to the City and County of San Francisco for a period not to exceed five years.
4. I acknowledge and am advised and hereby agree that if my firm fails to comply in good faith with the provisions of Chapter 12D, my firm shall be liable for liquidated damages for each contract in an amount equal to my firm's net profit on the contract, or 10% of the total amount of the contract or \$1,000, whichever is the greatest. The amount of liquidated damages imposed will be determined by the Director of the HRC after investigation pursuant to Chapter 12D.14C.
5. I acknowledge and agree that any liquidated damages assessed against me by the Director of the HRC shall be payable to the City and County upon demand. I further acknowledge and agree that any liquidated damages assessed may be withheld from any monies due to me on any contract with the City and County of San Francisco.



FORM 3: CMD COMPLIANCE AFFIDAVIT

1. I will ensure that my firm complies fully with the provisions of Chapter 14B of the San Francisco Administrative Code and its implementing Rules and Regulations and attest to the truth and accuracy of all information provided regarding such compliance.
2. Upon request, I will provide the CMD with copies of contracts, subcontract agreements, certified payroll records and other documents requested so the HRC and CMD (as applicable) may investigate claims of discrimination or non-compliance with either Chapter 12B or Chapter 14B.
3. I acknowledge and agree that any monetary penalty assessed against my firm by the Director of the Contract Monitoring Division shall be payable to the City and County of San Francisco upon demand. I further acknowledge and agree that any monetary penalty assessed may be withheld from any monies due to my firm on any contract with the City and County of San Francisco.
4. I declare and swear under penalty of perjury under the laws of the State of California that the foregoing statements are true and correct and accurately reflect my intentions.

Signature of Owner/Authorized Representative: 

Owner/Authorized Representative (Print) Vitka Eisen

Name of Firm (Print) HealthRIGHT 360

Title and Position CEO

Address, City, ZIP 1735 Mission Street

Federal Employer Identification Number (FEIN): 94-6129071

Date: 7/17/2013

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

First Amendment

THIS AMENDMENT (this "Amendment") is made as of **April 3, 2014**, in San Francisco, California, by and between **HealthRIGHT360** ("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 extend the contract term, increase the contract amount and update Appendix E;

WHEREAS, approval for this Amendment was obtained when the Civil Service Commission approved Contract number 2011-08/09 on May 6, 2013;

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 January 1, 2014 between Contractor and City, as amended by the:

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. Term of the Agreement currently reads as follows:

2. Term of the Agreement.

Subject to Section 1, the term of this Agreement shall be from January 1, 2014 to December 31, 2014.

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 January 1, 2014 to June 30, 2016.

2b. Section 5 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 **Nine Million Seven Hundred Thousand Four Hundred Ninety Five Dollars (\$9,700,495)**. The breakdown of costs associated with this Agreement appears in Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein. No charges shall be incurred under this Agreement nor shall any payments become due to Contractor until reports, services, or both, required under this Agreement are received from Contractor and approved by **Department of Public Health** as being in accordance with this Agreement. City may withhold payment to Contractor in any instance in which Contractor has failed or refused to satisfy any material obligation provided for under this Agreement. In no event shall City be liable for interest or late charges for any late payments.

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

5. Compensation.

Compensation shall be made in monthly payments on or before the 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 **Thirty Three Million Eight Hundred Seventy Six Thousand Nine Hundred Seventy One Dollars (\$33,876,971)**. 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.

2c. Appendix E to the Original Agreement dated January 1, 2014 is hereby deleted in its entirety and replaced with Appendix E dated May 7, 2014.

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

64. 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

CONTRACTOR

Recommended by:

HealthRIGHT360



Barbara Garcia, MPA
Director of Health
Department of Public Health



Vitka Eisen, MSW, EdD
Chief Executive Director

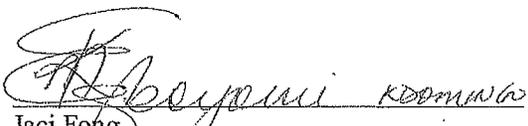
City vendor number: 08817

Approved as to Form:

Dennis J. Herrera
City Attorney

By:  6/23/14
Kathy Murphy
Deputy City Attorney

Approved:



for Jaci Fong
Director of the Office of Contract
Administration, and Purchaser

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14 AUG 28 AM 9:12

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Appendix B
Calculation of Charges

I. Method of Payment

A. Invoices furnished by CONTRACTOR under this Agreement must be in a form acceptable to the Contract Administrator and the CONTROLLER and must include the Contract Progress Payment Authorization number or Contract Purchase Number. All amounts paid by CITY to CONTRACTOR shall be subject to audit by CITY. The CITY shall make monthly payments as described below. Such payments shall not exceed those amounts stated in and shall be in accordance with the provisions of Section 5, COMPENSATION, of this Agreement.

Compensation for all SERVICES provided by CONTRACTOR shall be paid in the following manner. For the purposes of this Section, "General Fund" shall mean all those funds which are not Work Order or Grant funds. "General Fund Appendices" shall mean all those Appendices which include General Fund monies.

(1) Fee For Service (Monthly Reimbursement by Certified Units at Budgeted Unit Rates):

CONTRACTOR shall submit monthly invoices in the format attached, Appendix F, and in a form acceptable to the Contract Administrator, by the fifteenth (15th) calendar day of each month, based upon the number of units of service that were delivered in the preceding month. All deliverables associated with the SERVICES defined in Appendix A times the unit rate as shown in the Appendices cited in this paragraph shall be reported on the invoice(s) each month. All charges 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) Cost Reimbursement (Monthly Reimbursement for Actual Expenditures within Budget):

CONTRACTOR shall submit monthly invoices in the format attached, Appendix F, and in a form acceptable to the Contract Administrator, by the fifteenth (15th) calendar day of each month for reimbursement of the actual costs for SERVICES of the 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.

B. Final Closing Invoice

(1) Fee For Service Reimbursement:

A final closing invoice, clearly marked "FINAL," shall be submitted no later than forty-five (45) calendar days following the closing date of each fiscal year of the Agreement, and shall include only those SERVICES rendered during the referenced period of performance. If SERVICES are not invoiced during this period, all unexpended funding set aside for this Agreement will revert to CITY. CITY'S final reimbursement to the CONTRACTOR at the close of the Agreement period shall be adjusted to conform to actual units certified multiplied by the unit rates identified in Appendix B attached hereto, and shall not exceed the total amount authorized and certified for this Agreement.

(2) Cost Reimbursement:

A final closing invoice, clearly marked "FINAL," shall be submitted no later than forty-five (45) calendar days following the closing date of each fiscal year 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.

C. Payment shall be made by the CITY to CONTRACTOR at the address specified in the section entitled "Notices to Parties."

D. Upon execution of this Agreement, contingent upon prior approval by the CITY'S Department of Public Health of each year's revised Appendix A (Description of Services) and each year's revised Appendix B (Program Budget and Cost Reporting Data Collection Form), and within each fiscal year, the CITY agrees to make an initial payment to CONTRACTOR not to exceed twenty-five per cent (25%) of the General Fund and Prop63 portion of the CONTRACTOR'S allocation for the applicable fiscal year.

CONTRACTOR agrees that within that fiscal year, this initial payment shall be recovered by the CITY through a reduction to monthly payments to CONTRACTOR during the period of October 1, 2014 through March 31, 2015 of the applicable fiscal year, unless and until CONTRACTOR chooses to return to the CITY all or part of the initial payment for that fiscal year. The amount of the initial payment recovered each month shall be calculated by dividing the total initial payment for the fiscal year by the total number of months for recovery. Any termination of this Agreement, whether for cause or for convenience, will result in the total outstanding amount of the initial payment for that fiscal year being due and payable to the CITY within thirty (30) calendar days following written notice of termination from the CITY.

2. Program Budgets and Final Invoice

A. Program Budgets are listed below and are attached to the Original Agreement dated January 1, 2014.

- Appendix B-1 CBHS CYF Care management
- Appendix B-2 CBHS CYF Family Mosaic Project
- Appendix B-3 CBHS CYF Fostercare Migration
- Appendix B-4 CBHS CYF SPMP Fostercare
- Appendix B-5 CBHS MH Administration
- Appendix B-6 CBHS SA Administration
- Appendix B-7 CBHS Drug Court Treatment Center
- Appendix B-8 CBHS Behavioral Health Access Center
- Appendix B-9 Project Homeless Connect
- Appendix B-10 Minority AIDS Initiative
- Appendix B-11 Primary & Behavioral Health Care Integration
- Appendix B-12 COPC FI Services
- Appendix B-13 SF Street Violence Intervention Program

B. *COMPENSATION*

Compensation shall be made in monthly payments on or before the 30th day after the DIRECTOR, in his or her sole discretion, has approved the invoice submitted by CONTRACTOR. The breakdown of costs and sources of revenue associated with this Agreement appears in Appendix B, Cost Reporting/Data Collection (CR/DC) and Program Budget, attached hereto and incorporated by reference as though fully set forth herein. The maximum dollar obligation of the CITY under the terms of this Agreement shall not exceed **Thirty Three Million Eight Hundred seventy Six Thousand Nine Hundred Seventy One Dollars (\$33,876,971)** for the period of January 1, 2014 through June 30, 2016.

CONTRACTOR understands that, of this maximum dollar obligation, \$4,916,219 is included as a contingency amount and is neither to be used in Appendix B, Budget, or available to CONTRACTOR without a modification to this Agreement executed in the same manner as this Agreement or a revision to Appendix B, Budget, which has been approved by the Director of Health. 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 the Controller. CONTRACTOR agrees to fully comply with these laws, regulations, and policies/procedures.

(1) For each fiscal year of the term of this Agreement, CONTRACTOR shall submit for approval of the CITY's Department of Public Health a revised Appendix A, Description of Services, and a revised Appendix B, Program Budget and Cost Reporting Data Collection form, based on the **No table of figures entries found.** create these Appendices in compliance with the instructions of the Department of Public Health. These Appendices shall apply only to the fiscal year for which they were created. These Appendices shall become part of this Agreement only upon approval by the CITY.

(2) CONTRACTOR understands that, of the maximum dollar obligation stated above, the total amount to be used in Appendix B, Budget and available to CONTRACTOR for the entire term of the contract is as follows, notwithstanding that for each fiscal year, the amount to be used in Appendix B, Budget and available to CONTRACTOR for that fiscal year shall conform with the Appendix A, Description of Services, and a Appendix B, Program Budget and Cost Reporting Data Collection form, as approved by the CITY's Department of Public Health based on the CITY's allocation of funding for SERVICES for that fiscal year.

January 1, 2014 through June 30, 2014	\$5,824,092
July 1, 2014 through June 30, 2015	\$11,568,330
July 1, 2015 through June 30, 2016	\$11,568,330
January 1, 2014 through December 31, 2018	\$28,960,752

(3) CONTRACTOR understands that the CITY may need to adjust sources of revenue and agrees that these needed adjustments will become part of this Agreement by written modification to CONTRACTOR. In event that such reimbursement is terminated or reduced, this Agreement shall be terminated or proportionately reduced accordingly. In no event will CONTRACTOR be entitled to compensation in excess of these amounts for these periods without there first being a modification of the Agreement or a revision to Appendix B, Budget, as provided for in this section of this Agreement.

C. CONTRACTOR agrees to comply with its Budget as shown in 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. No costs or 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 the DIRECTOR 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.

E. In no event shall the CITY be liable for interest or late charges for any late payments.

F. CONTRACTOR understands and agrees that should the CITY'S maximum dollar obligation under this Agreement include State or Federal Medi-Cal revenues, CONTRACTOR shall expend such revenues in the provision of SERVICES to Medi-Cal eligible clients in accordance with CITY, State, and Federal Medi-Cal regulations. Should CONTRACTOR fail to expend budgeted Medi-Cal revenues herein, the CITY'S maximum dollar obligation to CONTRACTOR shall be proportionally reduced in the amount of such unexpended revenues. In no event shall State/Federal Medi-Cal revenues be used for clients who do not qualify for Medi-Cal reimbursement.

Appendix E

BUSINESS ASSOCIATE ADDENDUM

This Business Associate Addendum ("Addendum") supplements and is made a part of the contract ("Contract") by and between the City and County of San Francisco, Covered Entity ("CE") and Contractor, Business Associate ("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 there under by the U.S. Department of Health and Human Services (the "HIPAA Regulations") and other applicable laws, including, but not limited to, California Civil Code §§ 56, et seq., California Civil Code §§ 1798, et seq., California Welfare & Institutions Code §§5328, et seq., and the regulations promulgated there under (the "California Regulations").
- 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(a) and (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 and HIPAA Regulations [42 U.S.C. Section 17921 and 45 C.F.R. Section 164.402].
- b. **Breach Notification Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and D.
- c. **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.
- d. **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.
- e. **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.
- f. **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.
- g. **Electronic Protected Health Information** means Protected Health Information that is maintained in or transmitted by electronic media.
- h. **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.
- i. **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.

- j. **Privacy Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and E.
 - k. **Protected Health Information or PHI** means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501. Protected Health Information includes Electronic Protected Health Information [45 C.F.R. Sections 160.103, 164.501].
 - l. **Protected Information** shall mean PHI provided by CE to BA or created, maintained, received or transmitted by BA on CE's behalf.
 - m. **Security Incident** shall have the meaning given to such term under the Security Rule, including, but not limited to, 45 C.F.R. Section 164.304.
 - n. **Security Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and C.
 - o. **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) and 45 C.F.R. Section 164.402.
2. **Obligations of Business Associate**
- a. **Permitted Uses.** BA shall use Protected Information only for the purpose of performing BA's obligations under the Contract and as permitted or required under the Contract and Addendum, or as required by law. 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 as necessary (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 relating to the Health Care Operations of CE [45 C.F.R. Sections 164.504(e)(2) and 164.504(e)(4)(i)].
 - b. **Permitted Disclosures.** BA shall disclose Protected Information only for the purpose of performing BA's obligations under the Contract and as permitted or required under the Contract and Addendum, or as required by law. 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 as necessary (i) for the proper management and administration of BA; (ii) to carry out the legal responsibilities of BA; (ii) as required by law; or (iv) for Data Aggregation purposes relating to 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 used or disclosed only 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, suspected breaches, security incidents, or unauthorized uses or disclosures of the Protected Information in accordance with paragraph 2. m. of the Addendum, to the extent it has obtained knowledge of such occurrences [42 U.S.C. Section 17932; 45 C.F.R. Section 164.504(e)].
 - c. **Prohibited Uses and Disclosures.** BA shall not use or disclose PHI other than as permitted or required by the Contract and Addendum, or as required by law. 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) and 45 C.F.R. Section 164.522(a)(vi)]. 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), and the HIPAA regulations, 45 C.F.R. Section 164.502(a)(5)(ii); 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 to prevent the use or disclosure of Protected Information other than as permitted by the Contract or Addendum, including, but not limited to, administrative, physical and technical safeguards in accordance with the Security Rule, including, but not limited to, 45 C.F.R. Sections 164.308, 164.310, and 164.312. [45 C.F.R. Section 164.504(e)(2)(ii)(B); 45 C.F.R. Section 164.308(b)]. BA shall comply with the policies and procedures and documentation requirements of the Security Rule, including, but not limited to, 45 C.F.R. Section 164.316. [42 U.S.C. Section 17931]
- e. **Business Associate's Subcontractors and Agents.** BA shall ensure that any agents and subcontractors that create, receive, maintain or transmit Protected Information on behalf of BA, agree in writing to the same restrictions and conditions that apply to BA with respect to such Protected Information and implement the safeguards required by paragraph 2.d. 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)).
- f. **Accounting of Disclosures.** Within ten (10) calendar days of a request by CE for an accounting of 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 and 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 and 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. 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. If a patient submits a request for an accounting directly to BA or its agents or subcontractors, BA shall forward the request to CE in writing within five(5) calendar days.
- g. **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 HIPAA [45 C.F.R. Section 164.504(e)(2)(ii)(I)]. BA shall provide CE a copy of any

Protected Information and other documents and records that BA provides to the Secretary concurrently with providing such Protected Information to the Secretary.

- h. **Minimum Necessary.** BA, its agents and 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)] 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."
 - i. **Data Ownership.** BA acknowledges that BA has no ownership rights with respect to the Protected Information.
 - j. **Notification of Possible Breach.** BA shall notify CE within twenty-four (24) hours of any suspected or actual breach of Protected Information; any use or disclosure of Protected Information not permitted by the Contract or Addendum; any security incident (i.e., any attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system) related to Protected Information, and any actual or suspected use or disclosure of data in violation of any applicable federal or state laws by BA or its agents or subcontractors. The notification shall include, to the extent possible, the identification of each individual who unsecured Protected Information has been, or is reasonably believed by the business associate to have been, accessed, acquired, used, or disclosed, as well as any other available information that CE is required to include in notification to the individual, the media, the Secretary, and any other entity under the Breach Notification Rule and any other applicable state or federal laws, including, but not limited, to 45 C.F.R. Section 164.404 through 45 C.F.R. Section 164.408, at the time of the notification required by this paragraph or promptly thereafter as information becomes available. BA shall take (i) prompt corrective action to cure any deficiencies and (ii) any action pertaining to unauthorized uses or disclosures required by applicable federal and state laws. (This provision should be negotiated.) [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)]
 - k. **Breach Pattern or Practice by Business Associate's Subcontractors and Agents.** Pursuant to 42 U.S.C. Section 17934(b) and 45 C.F.R. Section 164.504(e)(1)(ii), if the BA knows of a pattern of activity or practice of a subcontractor or agent that constitutes a material breach or violation of the subcontractor or agent'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. BA shall provide written notice to CE of any pattern of activity or practice of a subcontractor or agent that BA believes constitutes a material breach or violation of the subcontractor or agent's obligations under the Contract or Addendum or other arrangement within five (5) 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.
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 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 and its agents and 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 and satisfy the obligations of Section 2 of this Addendum to such information, and limit further use and disclosure of such PHI to those purposes that make the return or destruction of the information 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 in accordance with the Secretary's guidance regarding proper destruction of PHI.

d. **Disclaimer**

CE makes no warranty or representation that compliance by BA with this Addendum, HIPAA, the HITECH Act, or the HIPAA Regulations or corresponding California law provisions 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.

4. 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 such action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, the HIPAA regulations and other applicable state or federal 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 HIPAA regulations or other applicable laws. CE may terminate the Contract upon thirty (30) 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.

5. Reimbursement for Fines or Penalties

In the event that CE pays a fine to a state or federal regulatory agency, and/or is assessed civil penalties or damages through private rights of action, based on an impermissible use or disclosure of PHI by BA or its subcontractors or agents, then BA shall reimburse CE in the amount of such fine or penalties or damages within thirty (30) calendar days.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/2/2014

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

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

PRODUCER License # 0726293 Arthur J. Gallagher & Co. Insurance Brokers of CA., Inc. 505 N Brand Blvd, Suite 600 Glendale, CA 91203	CONTACT NAME: PHONE (A/C No. Ext): (818) 539-2300		FAX (A/C, No): (818) 539-2301
	E-MAIL ADDRESS:		
INSURED Richmond Area Multi Services 3626 Balboa St. San Francisco, CA 94121	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Scottsdale Insurance Company		41297
	INSURER B : Riverport Insurance Company		36684
	INSURER C : Quality Comp Inc		16535
	INSURER D : Zurich American Insurance Company		16535
	INSURER E : INSURER F :		

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.

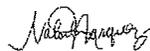
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Abuse Liab \$250k/\$1m GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		OPS0064825	07/01/2014	07/01/2015	EACH OCCURRENCE \$ 3,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 3,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			RIC0013911	07/01/2014	07/01/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per-person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
C	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	0150580714	07/01/2014	01/01/2015	<input checked="" type="checkbox"/> PER STATUTE <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
D	Crime			MPL576139700	07/01/2013	07/01/2016	Limit 1,500,000
A	Professional Liab.			OPS0064825	07/01/2014	07/01/2015	Per Occurrence 3,000,000

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

City & County of San Francisco, its Officers, Agents & Employees named as additional insured but only insofar as the operations under contract are concerned. Such policies are primary insurance to any other insurance available to the additional insureds with respect to any claims arising out of the agreement. Insurance applies separate to each insured. Workers Compensation coverage is excluded. Evidence Only.

CERTIFICATE HOLDER

CANCELLATION

City & County of San Francisco Dept of Public Health Comm. Behavioral Health Svcs. 1380 Howard Street San Francisco, CA 94103	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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SCOTTSDALE INSURANCE COMPANY®

ENDORSEMENT

NO. 1

ATTACHED TO AND FORMING A PART OF: POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.
OPS0064825	07/01/2014	Richmond Area Multi-Services, Inc. (RAMS)	Negley Associates 29518

In consideration of the premium charged the following is added to form CG 20 26 07 04:

City and County of San Francisco
 Dept. of Public Health, Comm. MH Services (CMHS)
 1360 Howard St., 4th Floor
 San Francisco, CA 94103

State Department of Rehabilitation/State of CA
 its Officers, Employees, Agents & Servants
 721 Capital Mall
 Sacramento, CA 95814

The San Francisco Children & Families Commission
 1390 Market Street, Suite 318
 San Francisco, CA 94102

**San Francisco Unified School District
 135 Van Ness Ave., Room #208
 San Francisco, CA 94102

** San Francisco Unified School District, its Board, Officers and Employees are named as Additional Insureds, but only insofar as the operations under contract are concerned. Such policies are primary insurance to any other insured available to the Additional Insureds with respects to any claims arising out of the agreement. Insurance applies separate to each insured.

Department of Human Services
 1235 Mission St.
 San Francisco, CA 94103

Urban Services YMCA Potrero Hill FRC Program
 1805 25th St.
 San Francisco, CA 94107

RE: Early Childhood Mental Health Consultation at Potrero Hill FRC



Workers' Compensation Solutions

RE: Quality Comp, Inc. – Group Workers' Compensation Program

To Whom It May Concern:

As proof of workers' compensation coverage, I would like to provide you with the attached Certificate of Consent to Self-Insure issued to Quality Comp, Inc. by the Department of Industrial Relations, Office of Self-Insurance Plans. This Certificate carries an effective date of December 1, 2004 and does not have an expiration date. The Quality Comp, Inc. program has excess insurance coverage with NY Marine & General Insurance Company (NY-MAGIC). NY-MAGIC is a fully licensed and admitted writer of Excess Workers' Compensation Insurance in the State of California. The company is rated "A" Category "VIII" by A.M. Best & Company (NAIC#16608).

Specific Excess Insurance

Excess Workers' Compensation: Statutory per occurrence excess of \$500,000
Employers Liability: \$1,000,000 Limit

Term of Coverage

Effective Date: January 1, 2014
Expiration: January 1, 2015

Please contact me if you should have any questions or require additional information. Thank you.

Sincerely,

Caryn A. Riff/jh

Caryn A. Riff, ARM
Chief Operating Officer

CAR:jh



SCOTTSDALE INSURANCE COMPANY®

ENDORSEMENT

NO. 5

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.
OPS0064825	07/01/2014	Richmond Area Multi-Services, Inc. (RAMS)	Negley Associates 29518

In consideration of the premium charged the following is added to form CLS-59s (4-10):

 City and County of San Francisco
 Dept. of Public Health, Comm. MH Services (CMHS)
 1380 Howard St., 4th Floor
 San Francisco, CA 94103

 State Department of Rehabilitation/State of CA
 its Officers, Employees, Agents & Servants
 721 Capital Mall
 Sacramento, CA 95814

 The San Francisco Children & Families Commission
 1390 Market Street, Suite 318
 San Francisco, CA 94102

 **San Francisco Unified School District
 135 Van Ness Ave., Room #208
 San Francisco, CA 94102
 ** San Francisco Unified School District, its Board,
 Officers and Employees are named as Additional
 Insureds, but only insofar as the operations under
 contract are concerned. Such policies are primary
 insurance to any other insured available to the
 Additional Insureds with respects to any claims arising
 out of the agreement. Insurance applies separate to
 each insured.

 Department of Human Services
 1235 Mission St.
 San Francisco, CA 94103

 San Francisco Community College District
 Its Officers, Agents and Employees
 33 Gough Street
 San Francisco, CA 94103

 City and County of San Francisco
 San Francisco Recreation and Parks
 501 Stanyan Street
 San Francisco, CA 94117

STATE OF CALIFORNIA
DEPARTMENT OF INDUSTRIAL RELATIONS
OFFICE OF THE DIRECTOR

NUMBER 4515

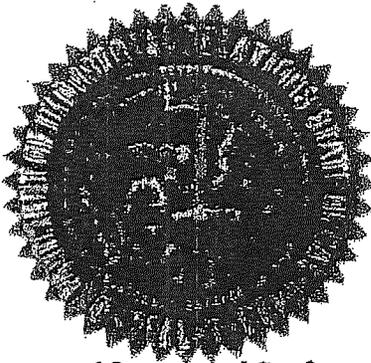
CERTIFICATE OF CONSENT TO SELF-INSURE

Quality Comp, Inc.

THIS IS TO CERTIFY, That (a CA corporation)

has complied with the requirements of the Director of Industrial Relations under the provisions of Sections 3700 to 3705, inclusive, of the Labor Code of the State of California and is hereby granted this Certificate of Consent to Self-Insure.

This certificate may be revoked at any time for good cause shown.*



EFFECTIVE:

THE 1st DAY OF December, 2004

DEPARTMENT OF INDUSTRIAL RELATIONS
OF THE STATE OF CALIFORNIA

John M. Rea
JOHN M. REA

DIRECTOR

Mark T. Johnson
MARK T. JOHNSON

MANAGER

* Revocation of Certificate.—“A certificate of consent to self-insure may be revoked by the Director of Industrial Relations at any time for good cause after a hearing. Good cause includes, among other things, the impairment of the solvency of such employer, the inability of the employer to fulfill his obligations, or the practice by such employer or his agent in charge of the administration of obligations under this division of any of the following: (a) Habitually and as a matter of practice and custom inducing claimants for compensation to accept less than the compensation due or making it necessary for them to resort to proceedings against the employer to secure the compensation due; (b) Discharging his compensation obligations in a dishonest manner; (c) Discharging his compensation obligations in such a manner as to cause injury to the public or those dealing with him.” (Section 3702 of Labor Code.) The Certificate may be revoked for noncompliance with Title 8, California Administrative Code, Group 2—Administration of Self-Insurance.

DEPARTMENT OF INDUSTRIAL RELATIONS
OFFICE OF SELF-INSURANCE PLANS
11050 Olson Drive, Suite 230
Rancho Cordova, CA. 95670
Phone No. (916) 464-7000
FAX (916) 464-7007



CERTIFICATION OF SELF-INSURANCE OF WORKERS' COMPENSATION

TO WHOM IT MAY CONCERN:

This certifies that Certificate of Consent to Self-Insure No. 4515 was issued by the Director of Industrial Relations to:

Quality Comp, Inc.

under the provisions of Section 3700, Labor Code of California with an effective date of **December 1, 2004**. The certificate is currently in full force and effective.

Dated at Sacramento, California
This day the 21st of January 2014

A handwritten signature in black ink, appearing to read "Jon Wroten".

Jon Wroten, Chief

ORIG: Jackie Harris
Underwriting & Operations Manager
Monument Insurance Services
255 Great Valley Pkwy., Ste 200
Malvern, Pa 19355

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

Second Amendment

THIS AMENDMENT (this "Amendment") is made as of **July 1, 2016**, in San Francisco, California, by and between **HealthRIGHT360** ("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 extend the contract term, increase the contract amount, and update standard contractual;

WHEREAS, approval for this Amendment was obtained when the Civil Service Commission approved Contract numbers 2011-08/09 and 41279-13/14 dated May 3, 2013 and April 4, 2016 respectively;

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

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

1a. Agreement. The term "Agreement" shall mean the Agreement dated January 1, 2014 between Contractor and City, as amended by the:

First amendment dated April 3, 2014, contract Number BPHM1400011 and
Second amendment: this amendment

1b. Contract Monitoring Division. Contract Monitoring Division. Effective July 28, 2012, with the exception of Sections 14B.9(D) and 14B.17(F), all of the duties and functions of the Human Rights Commission under Chapter 14B of the Administrative Code (LBE Ordinance) were transferred to the City Administrator, Contract Monitoring Division ("CMD"). Wherever "Human Rights Commission" or "HRC" appears in the Agreement in reference to Chapter 14B of the Administrative Code or its implementing Rules and Regulations, it shall be construed to mean "Contract Monitoring Division" or "CMD" respectively.

1c. 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. Terms of the Agreement. Subject to Section 1, the term of this Agreement shall be from January 1, 2014 through June 30, 2016.

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

2. Terms of the Agreement. Subject to Section 1, the term of this Agreement shall be from January 1, 2014 through December 31, 2018.

2b. Services Contractor Agrees to Perform. Section 4 of the Agreement is hereby replaced in its entirety to read as follows:

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

2c. Section 5. 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 **Thirty Three Million Eight Hundred Seventy Six Thousand Nine Hundred Seventy One Dollars (\$33,876,971)**. The breakdown of costs associated with this Agreement appears in Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein. No charges shall be incurred under this Agreement nor shall any payments become due to Contractor until reports, services, or both, required under this Agreement are received from Contractor and approved by Department of Public Health as being in accordance with this Agreement. City may withhold payment to Contractor in any instance in which Contractor has failed or refused to satisfy any material obligation provided for under this Agreement. In no event shall City be liable for interest or late charges for any late payments.

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

5. Compensation. Compensation shall be made in monthly payments on or before the 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 **Sixty Two Million Seven Hundred Ninety Seven Thousand Seven Hundred Ninety Six Dollars (\$62,797,796)**. 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.

2d. Payment; Invoice Format. Section 7 is hereby replaced in its entirety to read as follows:

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

2e. Submitting False Claims. Section 8, is hereby replaced in its entirety to read as follows:

8. Submitting False Claims; Monetary Penalties. Pursuant to San Francisco Administrative Code §21.35, any contractor, subcontractor or consultant who submits a false claim shall be liable to the City for the statutory penalties set forth in that section. A contractor, subcontractor or consultant will be deemed to have submitted a false claim to the City if the contractor, subcontractor or consultant: (a) knowingly presents or causes to be presented to an officer or employee of the City a false claim or request for payment or approval; (b) knowingly makes, uses, or causes to be made or used a false record or statement

to get a false claim paid or approved by the City; (c) conspires to defraud the City by getting a false claim allowed or paid by the City; (d) knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the City; or (e) is a beneficiary of an inadvertent submission of a false claim to the City, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the City within a reasonable time after discovery of the false claim.

2f. Disallowance. Section 9. is hereby replaced in its entirety to read as follows:

9. Disallowance.

a. **Refund.** If Contractor claims or receives payment from City for a service, reimbursement for which is later disallowed by the State of California or United States Government, Contractor shall promptly refund the disallowed amount to City upon City's request. At its option, City may offset the amount disallowed from any payment due or to become due to Contractor under this Agreement or any other Agreement. By executing this Agreement, Contractor certifies that Contractor is not suspended, debarred or otherwise excluded from participation in federal assistance programs. Contractor acknowledges that this certification of eligibility to receive federal funds is a material terms of the Agreement.

b. **Grant Terms.** The funding for this Agreement is provided in full or in part by a Federal or State Grant to the City. As part of the terms of receiving the funds, the City is required to incorporate some of the terms into this Agreement. The incorporated terms may be found in Appendix K, "Grant Terms."

2g. Independent Contractor; Payment of Taxes and Other Expenses. Section 14 is hereby replaced in its entirety to read as follows:

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

a. **Independent Contractor.** Contractor or any agent or employee of Contractor shall be deemed at all times to be an independent contractor and is wholly responsible for the manner in which it performs the services and work requested by City under this Agreement. Contractor, its agents, and employees will not represent or hold themselves out to be employees of the City at any time. Contractor or any agent or employee of Contractor shall not have employee status with City, nor be entitled to participate in any plans, arrangements, or distributions by City pertaining to or in connection with any retirement, health or other benefits that City may offer its employees. Contractor or any agent or employee of Contractor is liable for the acts and omissions of itself, its employees and its agents. Contractor shall be responsible for all obligations and payments, whether imposed by federal, state or local law, including, but not limited to, FICA, income tax withholdings, unemployment compensation, insurance, and other similar responsibilities related to Contractor's performing services and work, or any agent or employee of Contractor providing same. Nothing in this Agreement shall be construed as creating an employment or agency relationship between City and Contractor or any agent or employee of Contractor. Any terms in this Agreement referring to direction from City shall be construed as providing for direction as to policy and the result of Contractor's work only, and not as to the means by which such a result is obtained. City does not retain the right to control the means or the method by which Contractor performs work under this Agreement. Contractor agrees to maintain and make available to City, upon request and during regular business hours, accurate books and accounting records demonstrating Contractor's compliance with this section. Should City determine that Contractor, or any agent or employee of Contractor, is not performing in accordance with the requirements of this Agreement, City shall provide Contractor with written notice of such failure. Within five (5) business days of Contractor's receipt of such notice, and in accordance with Contractor policy and procedure, Contractor shall remedy the deficiency. Notwithstanding, if City believes that an action of Contractor, or any agent or employee of Contractor, warrants immediate remedial action by Contractor, City shall contact Contractor and provide Contractor in writing with the reason for requesting such immediate action.

b. **Payment of Taxes and Other Expenses.** Should City, in its discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Division, or both, determine that Contractor is an employee for purposes of collection of any employment taxes, the amounts payable under this Agreement shall be reduced by amounts equal to both the employee and employer portions of the tax due (and offsetting any credits for amounts already paid by Contractor which can be applied against this liability). City shall then forward those amounts to the relevant taxing authority. Should a relevant taxing authority determine a liability for past services performed by Contractor for City, upon notification of such fact by City, Contractor shall promptly remit such amount due or arrange with City to have the amount due withheld from future payments to Contractor under this Agreement (again, offsetting any amounts already paid by Contractor which can be applied as a credit against such liability). A determination of employment status pursuant to the preceding two paragraphs shall be solely for the purposes of the particular tax in question, and for all other purposes of this Agreement, Contractor shall not be considered an employee of City. Notwithstanding the foregoing, Contractor agrees to indemnify and save harmless City and its officers, agents and employees from, and, if requested, shall defend them against any and all claims, losses, costs, damages, and expenses, including attorney's fees, arising from this section.

2h. Insurance. Section 15. is hereby replaced in its entirety to read as follows:

15. Insurance

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

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

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

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

4) Blanket Fidelity Bond (Commercial Blanket Bond): Limits in the amount of the Initial Payment provided for in the Agreement

5) Professional liability insurance, applicable to Contractor's profession, with limits not less than \$1,000,000 each claim with respect to negligent acts, errors or omissions in connection with the Services.

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

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

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

c. All policies shall be endorsed to provide thirty (30) days' advance written notice to the City of cancellation for any reason, intended non-renewal, or reduction in coverages. Notices shall be sent to the City address set forth in the Section entitled "Notices to the Parties."

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

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

f. Before commencing any Services, Contractor shall furnish to City certificates of insurance and additional insured policy endorsements with insurers with ratings comparable to A-, VIII or higher, that are authorized to do business in the State of California, and that are satisfactory to City, in form evidencing all coverages set forth above. Approval of the insurance by City shall not relieve or decrease Contractor's liability hereunder.

g. The Workers' Compensation policy(ies) shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agents and subcontractors.

h. If Contractor will use any subcontractor(s) to provide Services, Contractor shall require the subcontractor(s) to provide all necessary insurance and to name the City and County of San Francisco, its officers, agents and employees and the Contractor as additional insureds.

i. Notwithstanding the foregoing, the following insurance requirements are waived or modified in accordance with the terms and conditions stated in Appendix C. Insurance.

2i. Indemnification Section 16. is hereby replaced in its entirety to read as follows:

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

2j. Default; Remedies. Section 20 is hereby replaced in its entirety to read as follows:

20. Default; Remedies.

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

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

8.	Submitting False Claims; Monetary Penalties.	53	Compliance with laws
10.	Taxes	55	Supervision of minors
15.	Insurance	57.	Protection of private information
24.	Proprietary or confidential information of City	64.	Protected Health Information
30.	Assignment		Add item 1 of Appendix D attached to this Agreement
37	Drug-free Workplace policy		

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

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

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

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

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

2k. Rights and Duties upon Termination or Expiration. Section 22 is hereby replaced in its entirety to read as follows

22. Rights and Duties upon Termination or Expiration.

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

- | | |
|---|--|
| 8. Submitting false claims | 24. Proprietary or confidential information of City |
| 9. Disallowance | 26. Ownership of Results |
| 10. Taxes | 27. Works for Hire |
| 11. Payment does not imply acceptance of work | 28. Audit and Inspection of Records |
| 13. Responsibility for equipment | 48. Modification of Agreement |
| 14. Independent Contractor; Payment of Taxes and Other Expenses | 49. Administrative Remedy for Agreement Interpretation |
| 15. Insurance | 50. Agreement Made in California; Venue |
| 16. Indemnification | 51. Construction |
| 17. Incidental and Consequential Damages | 52. Entire Agreement |
| 18. Liability of City | 56. Severability |
| | 57. Protection of private information |
| | 64. Protected Health Information |
| | Add item 1 of Appendix D attached to this Agreement |

21. Proprietary or Confidential Information of City. Section 24 is hereby replaced in its entirety to read as follows:

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

2m. Section 25, Notice to the Parties. Section 25 is hereby replaced 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: Office of Contract Management and Compliance
Department of Public Health
1380 Howard Street, Room 419
San Francisco, California 94103

FAX: (415) 255-3088
e-mail: Junko.craft@sfdph.org

And: John Fordham
1380 Howard Street, 4th Floor
San Francisco, Ca 94103

FAX: (415) 255-3529
e-mail: John.fordham@sfdph.org

To CONTRACTOR: Vitka Eisen, MSW, EdD
HealthRIGHT360
1735 Mission Street
San Francisco, CA 94103

FAX: (415) 970-7500
e-mail: veisen@healthright360.org

Either party may change the address to which notice is to be sent by giving written notice thereof to the other party. If e-mail notification is used, the sender must specify a Receipt notice. Any notice of default must be sent by registered mail.

2n. Audit and Inspection of Records. Section 28 is hereby replaced in its entirety to read as follows:

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

2o. Replacing "Earned Income Credit (EIC) Forms" Section with "Consideration of Criminal History in Hiring and Employment Decisions" Section. Section 32. "Earned Income Credit (EIC) Forms" is hereby replaced in its entirety to read as follows:

32. Consideration of Criminal History in Hiring and Employment Decisions.

a. Contractor agrees to comply fully with and be bound by all of the provisions of Chapter 12T "City Contractor/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions," of the San Francisco Administrative Code (Chapter 12T), including the remedies provided, and implementing regulations, as may be amended from time to time. The provisions of Chapter 12T are incorporated by reference and made a part of this Agreement as though fully set forth herein. The text of the Chapter 12T is available on the web at www.sfgov.org/olse/fco. A partial listing of some of Contractor's obligations under Chapter 12T is set forth in this Section. Contractor is required to comply with all of the applicable provisions of 12T, irrespective of the listing of obligations in this Section. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 12T.

b. The requirements of Chapter 12T shall only apply to a Contractor's or Subcontractor's operations to the extent those operations are in furtherance of the performance of this Agreement, shall apply only to applicants and employees who would be or are performing work in furtherance of this Agreement, shall apply only when the physical location of the employment or prospective employment of an individual is wholly or substantially within the City of San Francisco, and shall not apply when the application in a particular context would conflict with federal or state law or with a requirement of a government agency implementing federal or state law.

c. Contractor shall incorporate by reference in all subcontracts the provisions of Chapter 12T, and shall require all subcontractors to comply with such provisions. Contractor's failure to comply with the obligations in this subsection shall constitute a material breach of this Agreement.

d. Contractor or Subcontractor shall not inquire about, require disclosure of, or if such information is received, base an Adverse Action on an applicant's or potential applicant for employment's, or employee's: (1) Arrest not leading to a Conviction, unless the Arrest is undergoing an active pending criminal investigation or trial that has not yet been resolved; (2) participation in or completion of a diversion or a deferral of judgment program; (3) a Conviction that has been judicially dismissed, expunged, voided, invalidated, or otherwise rendered inoperative; (4) a Conviction or any other adjudication in the juvenile justice system; (5) a Conviction that is more than seven years old, from

the date of sentencing; or (6) information pertaining to an offense other than a felony or misdemeanor, such as an infraction.

e. Contractor or Subcontractor shall not inquire about or require applicants, potential applicants for employment, or employees to disclose on any employment application the facts or details of any conviction history, unresolved arrest, or any matter identified in subsection 32.(d), above. Contractor or Subcontractor shall not require such disclosure or make such inquiry until either after the first live interview with the person, or after a conditional offer of employment.

f. Contractor or Subcontractor shall state in all solicitations or advertisements for employees that are reasonably likely to reach persons who are reasonably likely to seek employment to be performed under this Agreement, that the Contractor or Subcontractor will consider for employment qualified applicants with criminal histories in a manner consistent with the requirements of Chapter 12T.

g. Contractor and Subcontractors shall post the notice prepared by the Office of Labor Standards Enforcement (OLSE), available on OLSE's website, in a conspicuous place at every workplace, job site, or other location under the Contractor or Subcontractor's control at which work is being done or will be done in furtherance of the performance of this Agreement. The notice shall be posted in English, Spanish, Chinese, and any language spoken by at least 5% of the employees at the workplace, job site, or other location at which it is posted.

h. Contractor understands and agrees that if it fails to comply with the requirements of Chapter 12T, the City shall have the right to pursue any rights or remedies available under Chapter 12T, including but not limited to, a penalty of \$50 for a second violation and \$100 for a subsequent violation for each employee, applicant or other person as to whom a violation occurred or continued, termination or suspension in whole or in part of this Agreement.

2p. Requiring Minimum Compensation for Covered Employees. Section 43 is hereby replaced in its entirety to read as follows:

43. Requiring Minimum Compensation for Covered Employees.

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

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

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

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

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

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

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

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

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

2q. Requiring Health Benefits for Covered Employees. Section 44 is hereby replaced in its entirety to read as follows:

44. Requiring Health Benefits for Covered Employees.

Contractor agrees to comply fully with and be bound by all of the provisions of the Health Care Accountability Ordinance (HCAO), as set forth in San Francisco Administrative Code Chapter 12Q, including the remedies provided, and implementing regulations, as the same may be amended from time to time. The provisions of section 12Q.5.1 of Chapter 12Q are incorporated by reference and made a part of this Agreement as though fully set forth herein. The text of the HCAO is available on the web at www.sfgov.org/olse. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 12Q.

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

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

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

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

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

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

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

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

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

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

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

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

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

2r. Modification of Agreement. Section 48 is hereby replaced in its entirety to read as follows

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

2s. Sugar-Sweetened Beverage Prohibition. Section 58. is hereby replaced in its entirety to read as follows:

58. Sugar-Sweetened Beverage Prohibition. Contractor agrees that it will not sell, provide, or otherwise distribute Sugar-Sweetened Beverages, as defined by San Francisco Administrative Code Chapter 101, as part of its performance of this Agreement.

2t. Food Service Waste Reduction. Section 59 is hereby replaced in its entirety to read as follows:

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

2u. Protected Health Information. Section 64. is hereby added as follows:

64. Protected Health Information. [DPH2] Contractor, all subcontractors, all agents and employees of Contractor and any subcontractor shall comply with all federal and state laws regarding the transmission, storage and protection of all private health information disclosed to Contractor by City in the performance of this Agreement. Contractor agrees that any failure of Contractor to comply with the requirements of federal and/or state and/or local privacy laws shall be a material breach of the Contract. In the event that City pays a regulatory fine, and/or is assessed civil penalties or damages through private rights of action, based on an impermissible use or disclosure of protected health information given to Contractor or its subcontractors or agents by City, Contractor shall indemnify City for the amount of such fine or penalties or damages, including costs of notification. In such an event, in addition to any other remedies available to it under equity or law, the City may terminate the Contract.

2v. Delete Appendix A (Description of Services), and replace in its entirety with Appendix A (Services to be provided by contractor) dated 7/1/16.

2w. Add Appendices A-1 through A-12 dated 7/1/16.

2x. Delete Appendices B (Calculation of Charges), and replace in its entirety with Appendices B (Calculation of Charges) dated 7/1/16.

2y. Add Appendices B-1 through B-12 dated 7/1/16.

2z. Delete Appendix D (Additional Term), and replace in its entirety with Appendix D (Additional Term) dated 7/1/16.

2aa. Delete Appendix E (Business Associate Addendum), and replace in its entirety with Appendix E (Business Associate Addendum) dated 10/29/15.

2bb. Add Appendix K (Federal Grants – DUNS#).

2cc. Add Appendix L (Asset Management and Reporting Requirements).

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.

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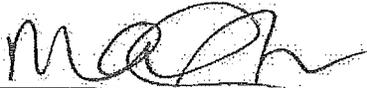
IN WITNESS WHEREOF, Contractor and City have executed this Amendment as of the date first referenced above.

CITY

CONTRACTOR

Recommended by:

HealthRIGHT360



Barbara Garcia, MPA
Director of Health
Department of Public Health

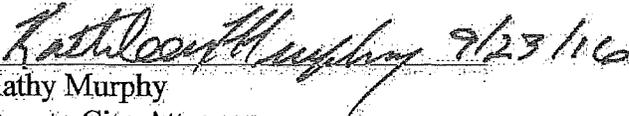


Vitka Eisen, MSW, EdD
Chief Executive Officer
1735 Mission Street
San Francisco, CA 94103

City vendor number: 08817

Approved as to Form:

Dennis J. Herrera
City Attorney



Kathy Murphy
Deputy City Attorney

Approved:



Jaci Fong
Director of the Office of Contract
Administration, and Purchaser

Appendices	
A	Services to be provided by contractor
A-1 through A-12	Scope of Work
B	Calculation of Charges
B-1 through B-12	Budget Summary
D	Additional Term
E	Business Associate Addendum
K	Federal Grants -DUNS Number
L	Asset Management and Reporting Requirements

Appendix A
Community Behavioral Health Services
Services to be provided by Contractor

1. Terms

A. Contract Administrator:

In performing the Services hereunder, Contractor shall report to **Program Person, 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. Aerosol Transmissible Disease Program, Health and Safety:

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

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

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

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

K. 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."

L. 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, Medicare 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, but will be settled during the provider's settlement process.

M. CBHS Electronic Health Records System

Treatment Service Providers use the CBHS Electronic Health Records System and follow data reporting procedures set forth by SFDPH Information Technology (IT), CBHS Quality Management and CBHS Program Administration.

N. Patients Rights:

All applicable Patients Rights laws and procedures shall be implemented.

O. Under-Utilization Reports:

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

P Quality Improvement:

CONTRACTOR agrees to develop and implement a Quality Improvement 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 Improvement Plan.

Q. Working Trial Balance with Year-End Cost Report

If CONTRACTOR is a Non-Hospital Provider as defined in the State of California Department of Mental Health Cost Reporting Data Collection Manual, it agrees to submit a working trial balance with the year-end cost report.

R. Harm Reduction

The program has a written internal Harm Reduction Policy that includes the guiding principles per Resolution # 10-00 810611 of the San Francisco Department of Public Health Commission.

S. Compliance with Community Behavioral Health Services Policies and Procedures

In the provision of SERVICES under CBHS contracts, CONTRACTOR shall follow all applicable policies and procedures established for contractors by CBHS, as applicable, and shall keep itself duly informed of such policies. Lack of knowledge of such policies and procedures shall not be an allowable reason for noncompliance.

T. Fire Clearance

Space owned, leased or operated by San Francisco Department of Public Health providers, including satellite sites, and used by CLIENTS or STAFF shall meet local fire codes. Providers shall undergo of fire safety inspections at least every three (3) years and documentation of fire safety, or corrections of any deficiencies, shall be made available to reviewers upon request."

2. Description of Services

Detailed description of services are listed below and are attached hereto

- Appendix A-1 CBHS CYF Care management
- Appendix A-2 CBHS CYF Family Mosaic Project
- Appendix A-3 CBHS CYF Foster Care Migration
- Appendix A-4 CBHS CYF SPMP Foster Care
- Appendix A-5 CBHS BHS Mental Health Services
- Appendix A-6 CBHS BHS Substance Abuse (SA) Services
- Appendix A-7 CBHS Drug Court Treatment Center
- Appendix A-8 CBHS Treatment Access Program (TAP)
- Appendix A-9 Project Homeless Connect (PHC)
- Appendix A-10 The Anchor Program
- Appendix A-11 Community Oriented Primary Care (COPC) FI Services
- Appendix A-12 Street Violence Intervention & Prevention

B. Staff Management/Human Resources: Human Resources management team assigned to CYF Care Management services will include a Budget Manager and the Human Resources Generalist. HR360 HR will oversee HR360 staff hired and assigned to the project. HR360 staff will at all times be under the direction and control of HR360 management or other supervision as determined by CYF Care Management Program Director. They will provide hands on, comprehensive training to all employees so they are familiar with HR360's HR policies and procedures in order to provide comprehensive supervision to HR360 contracted employees. The staff on this project is administrative staff and will not be responsible for project work or data.

C. CYF Care Management program staff:

1.0 FTE Administrative Analyst: Prepare check writing invoices, reconciliation, and monitoring.

1.0 FTE Administrative Assistant: Performs administrative and clerical tasks for Mission Family Center

1.0 FTE Clerk Typist/Receptionist: Performs administrative and clerical tasks for CYF Care Management team.

1.0 FTE Inpatient Discharge Coordinator: Coordinates & links referred clients to services such as outpatient and intensive outpatient services. Ensures compliance with contract requirements.

1.0 FTE Mental Health Case Manager (TBS): Coordinates & links referred clients to services such as School Based Services & Therapeutic Behavioral Services. Ensures compliance with contract requirements.

.37 FTE Secretary: Performs administrative and clerical tasks for SE Child Family Therapy Center

1.0 FTE PTI Coordinator: Responsible for ensuring the timeliness and quality of all data collected from community partners delivering Triple P, the Incredible Years, and other family-focused programs.

7. Objectives and Measurements:

Fiscal Intermediary Objectives: All objectives, and descriptions of how objectives will be measured, are contained in the document entitled DPH Fiscal Intermediary Performance Objectives FY16-17.

Service Objectives: These are administrative positions providing infrastructure support. Service deliverables measured in staff hours.

8. Continuous Quality Assurance and Improvement: DPH staff will monitor contract compliance through the Business Office of Contract Compliance (BOCC), ensuring

Contractor: HealthRIGHT 360

City Fiscal Year: FY16-17

CMS#:

Appendix A- 1

Contract Term: 07/01/2016-06/30/2017

Funding Source(s): MH County General Fund/MHSA/HSA
Work Order/SFCFC Work Order

compliance with Health Commission policies, and all contractor requirements including, but not limited to, Harm Reduction, and Health Insurance Portability and Accountability Act (HIPAA). HR360's own CQI activities will monitor, enhance, and improve the quality of fiscal management and program services delivered.

9. Required Language: N/A.

1. **Program Name:** CBHS CYF Family Mosaic Project
Address: 1380 Howard St.
City, State, ZIP: San Francisco, CA 94134
Telephone: 415-762-0216

Contractor Address: 1735 Mission St.
City, State, ZIP: San Francisco, CA 94103
Person Completing this Narrative: Nick Hancock
Telephone: 415-255-3776
Email Address: nick.hancock@sfdph.org

2. **Nature of Document:**

New Renewal Modification

3. **Goal Statement:** HealthRIGHT 360 (HR360), in collaboration with the San Francisco Department of Public Health (SFDPH), will provide fiscal and human resource management services, subcontractors, consultants, and staff in support of the Family Mosaic program.
4. **Priority Population:** The Family Mosaic Project (FMP) is a capitated Medi-Cal program where the San Francisco Mental Health Plan is paid a capitated monthly rate via a contract with the State Department of Health Care Services for enrolled youth up to 21 years. The purpose of this program is to provide intensive case management and wrap-around services to high risk youth up to 18 years of age and their families with a goal of stabilizing the whole family by addressing various needs. FMP seeks to improve the well-being of emotionally disturbed children and youth, who are at risk for out-of-home placement.
5. **Modality(s)/Intervention(s):** HR360 will provide administrative support to subcontractors, consultants and staff engaged in the FMP activities. HR360 is responsible for its subcontractors', consultants', and staff performance. Subcontractors, consultants, and staff will work toward FMP's goals in close collaboration with SFDPH staff. In addition, HR360 will use Generally Accepted Accounting Principles (GAAP) and the agency's own Accounting Policies and Procedures to:
 - Protect the assets of the organization and of the contract;
 - Ensure the maintenance of accurate records of HR360's financial activities;
 - Provide a framework for HR360's financial decision making;
 - Establish and enforce operating standards and behavioral expectations;
 - Serve as a training resource for financial staff; and
 - Ensure compliance with federal, state, local, and DPH legal, contractual, and reporting requirements.

Units of Service (UOS) Description	Units of Service (UOS)	Number of Contacts (NOC)
DPH Units of Service - Mode 60/SFC 78, Other Non-Medi-Cal Client Support	14,307	
Total Services Delivered	14,037	N/A

6. Methodology:

HR360 will provide fiscal management/intermediary administrative services, subcontractors, consultants, and staff to support the FMP team. This will be a collaborative project with close coordination with the SFDPH and the FMP Director.

Fiscal Management for this program consists of developing and monitoring the budget; managing employee payroll and benefits; managing programmatic expenditures such as invoice payments and travel reimbursements according to budget plan; executing contractual agreements and maintaining all program documentation as related to this contract. HR360 will also be responsible for compliance and adherence with the City and County of San Francisco fund management policies to ensure project success.

Staff Management for this program consists of primary human resource management processes and will be coordinated with the FMP Director. It will include managing HR360 employee benefits; monitoring HR360 employee training, skill development, and performance evaluations on regular basis, and implementing HR360 employee discipline when necessary.

A. Fiscal Management: Fiscal management team assigned to FMP will include a Budget Manager, a Financial Analyst, and an Accounts Payable Specialist. These staff will work closely with the SFDPH Program Administrator and the FMP Director. The HR360 Budget Manager, in collaboration with the SFDPH Program Administrator, will serve as the lead team member assigned to the contract and will oversee all fiscal management activities. In addition the Budget Manager will issue and monitor all subcontracts and consultant agreements. The Financial Analyst (FA), working closely with the Accounts Payable Specialist and the SFDPH Program Administrator, will be responsible for monthly expenses and annual cost reporting, including the tracking of all costs against each cost center's budget, generating invoices on a monthly basis to SFDPH, and providing oversight and assurance that all expenses are charged and invoiced appropriately. The FA in conjunction with the Budget Manager will also provide a monthly statement of activities, assistance with budget modifications, and be responsible for final financial reconciliation and reporting. In addition the FA and Accounts Payable Specialist are responsible for vendor management, including ensuring vendors are set up correctly with required documentation.

B. Staff Management/Human Resources: Human Resources management team assigned to FMP services will include a Budget Manager and the Human Resources Generalist. HR360 HR will oversee HR360 staff hired and assigned to the project. HR360 staff will at all times be under the direction and control of HR360

management or other supervision as determined by the FMP Director. They will provide hands on, comprehensive training to all employees so they are familiar with HR360's HR policies and procedures in order to provide comprehensive supervision to HR360 contracted employees. The staff on this project is administrative staff and will not be responsible for project work or data.

C. FMP Staff:

1.0 FTE Business Office Administrator: Responsibilities include overseeing the administration of the business office, ensuring compliance with FMP Health Plan regulations and requirements, capitation plan liaison, supervising staff, and providing facilities management. Leads and oversees business office at FMP.

1.0 FTE Senior Accountant: Responsibilities include monitoring expenditures, preparing monthly/quarterly expenditure reports, fiscal reports, MUNI ordering, and responding to vendor and provider inquiries. Performs accounting functions at FMP.

1.0 FTE Operation & Facility Specialist: Responsibilities include reception coverage, ordering supplies and submitting city employee timesheets. Provides operations support at FMP

1.0 FTE Office & Claims Specialist: Responsibilities include claim processing, client disenrollment and client release of information. Performs administrative and clerical tasks.

1.0 FTE Business & Operations Supervisor: Responsibilities include service authorizations, provider billing and client enrollment. Performs administrative and clerical duties.

1.0 FTE Capitation Coordinator: Responsibilities include processing enrollment and disenrollment information, submitting capitation data to DHCS, monitoring eligibility requirements and overseeing client release of information. Performs administrative and clerical duties.

.63 FTE Secretary: Schedules appointments and coordinates connection between CYF management and FMP with respect to fiscal, administrative, facilities, human resources, and other operational needs.

7. Objectives and Measurements:

Fiscal Intermediary Objectives: All objectives, and descriptions of how objectives will be measured, are contained in the document entitled DPH Fiscal Intermediary Performance Objectives FY16-17.

Service Objectives: These are administrative positions providing infrastructure support. Service deliverables measured in staff hours.

8. Continuous Quality Assurance and Improvement:

Contractor: HealthRIGHT 360

City Fiscal Year: FY16-17

CMS#:

Appendix A- 2

Contract Term: 07/01/2016-06/30/2017

Funding Source(s): General Fund/SAMHSA Grant/FMP
Capitated Medi-Cal

DPH staff will monitor contract compliance through the Business Office of Contract Compliance (BOCC), ensuring compliance with Health Commission policies, and all contractor requirements including, but not limited to, Harm Reduction, and Health Insurance Portability and Accountability Act (HIPAA). HR360's own CQI activities will monitor, enhance, and improve the quality of fiscal management and program services delivered.

9. **Required Language: N/A.**

1. **Program Name:** CYF Foster Care Migration

Address: 1380 Howard St.

City, State, ZIP: San Francisco, CA 94134

Telephone: 415-762-0216

Contractor Address: 1735 Mission St.

City, State, ZIP: San Francisco, CA 94103

Person Completing this Narrative: Nick Hancock

Telephone: 415-255-3776

Email Address: nick.hancock@sfdph.org

2. **Nature of Document:**

New Renewal Modification

3. **Goal Statement:** HealthRIGHT 360 (HR360), in collaboration with the San Francisco Department of Public Health (SFDPH), will provide fiscal and human resource management services, subcontractors, consultants, and staff in support of the Foster Care Migration program.

The goal of Foster Care Migration program is to assess clients' behavioral health needs and to provide relevant and timely linkage to behavioral health services to all children, youth and families served by HSA Family Children's Services. In addition, Foster Care Migration providers attend HSA Child and Family Team meetings focused on behavioral health in order to engage families in services. Foster Care Migration receives, on average, 70 new referrals per month.

4. **Priority Population:** All children, youth and families served by SF County HSA Family and Children's Services.

5. **Modality(s)/Intervention(s):** HR360 will provide administrative support to subcontractors, consultants and staff engaged in the Foster Care Migration program activities. HR360 is responsible for its subcontractors', consultants', and staff performance. Subcontractors, consultants, and staff will work toward the Foster Care Migration program's goals in close collaboration with SFDPH staff. In addition, HR360 will use Generally Accepted Accounting Principles (GAAP) and the agency's own Accounting Policies and Procedures to:

- Protect the assets of the organization and of the contract;
- Ensure the maintenance of accurate records of HR360's financial activities;
- Provide a framework for HR360's financial decision making;
- Establish and enforce operating standards and behavioral expectations;
- Serve as a training resource for financial staff; and
- Ensure compliance with federal, state, local, and DPH legal, contractual, and reporting requirements.

Units of Service (UOS) Description	Units of Service (UOS)	Number of Contacts (NOC)
Foster Care Migration DPH Units of Service - Mode 60/SFC 78, Other Non-Medi-Cal Client Support	3,530	
Total Services Delivered	3,530	N/A

6. **Methodology:**

HR360 will provide fiscal management/intermediary administrative services, subcontractors, consultants, and staff to support the Foster Care Migration program team. This will be a collaborative project with close coordination with the SFDPH and the Foster Care Migration Program Director.

Fiscal Management for this program consists of developing and monitoring the budget; managing employee payroll and benefits; managing programmatic expenditures such as invoice payments and travel reimbursements according to budget plan; executing contractual agreements and maintaining all program documentation as related to this contract. HR360 will also be responsible for compliance and adherence with the City and County of San Francisco fund management policies to ensure project success.

Staff Management for this program consists of primary human resource management processes and will be coordinated with the Foster Care Migration Program Director. It will include managing HR360 employee benefits; monitoring HR360 employee training, skill development, and performance evaluations on regular basis, and implementing HR360 employee discipline when necessary.

A. **Fiscal Management:** Fiscal management team assigned to the Foster Care Migration program will include a Budget Manager, a Financial Analyst, and an Accounts Payable Specialist. These staff will work closely with the SFDPH Program Administrator and the Foster Care Migration Program Director. The HR360 Budget Manager, in collaboration with the SFDPH Program Administrator, will serve as the lead team member assigned to the contract and will oversee all fiscal management activities. In addition the Budget Manager will issue and monitor all subcontracts and consultant agreements. The Financial Analyst (FA), working closely with the Accounts Payable Specialist and the SFDPH Program Administrator, will be responsible for monthly expenses and annual cost reporting, including the tracking of all costs against each cost center's budget, generating invoices on a monthly basis to SFDPH, and providing oversight and assurance that all expenses are charged and invoiced appropriately. The FA in conjunction with the Budget Manager will also provide a monthly statement of activities, assistance with budget modifications, and be responsible for final financial reconciliation and reporting. In addition the FA and Accounts Payable Specialist are responsible for vendor management, including ensuring vendors are set up correctly with required documentation.

B. Staff Management/Human Resources: Human Resources management team assigned to the Foster Care Migration program will include a Budget Manager and the Human Resources Generalist. HR360 HR will oversee HR360 staff hired and assigned to the project. HR360 staff will at all times be under the direction and control of HR360 management or other supervision as determined by Foster Care Migration Program Director. They will provide hands on, comprehensive training to all employees so they are familiar with HR360's HR policies and procedures in order to provide comprehensive supervision to HR360 contracted employees. The staff on this project is administrative staff and will not be responsible for project work or data.

C. Foster Care Migration program staff:

3.0 FTE Administrative Assistants (hired through temp agency until civil service conversion completes): Process the incoming referrals in the FCMH Data Management System, log them in Avatar, open and close each Avatar episode, maintain the Avatar Scheduler, including placing reminder calls for appointments to clients, assign clinicians and track clinicians attendance at all HSA Child and Family Team meetings.

7. Objectives and Measurements:

Fiscal Intermediary Objectives: All objectives, and descriptions of how objectives will be measured, are contained in the document entitled DPH Fiscal Intermediary Performance Objectives FY16-17.

Service Objectives:

- At least 50% of children or youth will show improvement in at least one of the following CANS domains: Presentation, Impact on Functioning, Risk Behaviors, or Child Strengths; if not met, the program must demonstrate at least a 10 percentage point improvement from the prior year's score on this objective.
- 100% of clients will have a completed CANS reassessment in AVATAR within 12 months from the episode opening date.
- At least 50% of all clients age 2 and over who receive medication services will have height, weight, and blood pressure measured and recorded in the AVATAR Health Monitoring Form at least once during the fiscal year.

8. Continuous Quality Assurance and Improvement:

DPH staff will monitor contract compliance through the Business Office of Contract Compliance (BOCC), ensuring compliance with Health Commission policies, and all contractor requirements including, but not limited to, Harm Reduction, and Health Insurance Portability and Accountability Act (HIPAA). HR360's own CQI activities will monitor, enhance, and improve the quality of fiscal management and program services delivered.

9. Required Language: N/A.



1. **Program Name:** CYF Skilled Professional Medical Personnel (SPMP) Foster Care
Address: 1380 Howard St.
City, State, ZIP: San Francisco, CA 94134
Telephone: 415-762-0216

Contractor Address: 1735 Mission St.
City, State, ZIP: San Francisco, CA 94103
Person Completing this Narrative: Nick Hancock
Telephone: 415-255-3776
Email Address: nick.hancock@sfdph.org

2. **Nature of Document:**

New Renewal Modification

3. **Goal Statement:** HealthRIGHT 360 (HR360), in collaboration with the San Francisco Department of Public Health (SFDPH), will provide fiscal and human resource management services, subcontractors, consultants, and staff in support of the CYF SPMP Foster Care program.

The goal of CYF SPMP Foster Care program is to assess clients' behavioral health needs and to provide relevant and timely linkage to behavioral health services to all children, youth and families served by HSA Family Children's Services. In addition, CYF SPMP Foster Care providers attend HSA Child and Family Team meetings focused on behavioral health in order to engage families in services. CYF SPMP Foster Care receives, on average, 70 new referrals per month.

4. **Priority Population:** All children, youth and families served by SF County HSA Family and Children's Services.
5. **Modality(s)/Intervention(s):** HR360 will provide administrative support to subcontractors, consultants and staff engaged in the CYF SPMP Foster Care program activities. HR360 is responsible for its subcontractors', consultants', and staff performance. Subcontractors, consultants, and staff will work toward the CYF SPMP Foster Care program's goals in close collaboration with SFDPH staff. In addition, HR360 will use Generally Accepted Accounting Principles (GAAP) and the agency's own Accounting Policies and Procedures to:
- Protect the assets of the organization and of the contract;
 - Ensure the maintenance of accurate records of HR360's financial activities;
 - Provide a framework for HR360's financial decision making;
 - Establish and enforce operating standards and behavioral expectations;
 - Serve as a training resource for financial staff; and
 - Ensure compliance with federal, state, local, and DPH legal, contractual, and reporting requirements.

Units of Service (UOS) Description	Units of Service (UOS)	Number of Contacts (NOC)
CYF SPMP Foster Care DPH Units of Service - Mode 60/SFC 78, Other Non-Medi-Cal Client Support	5,521	
Total Services Delivered	5,521	N/A

6. Methodology:

HR360 will provide fiscal management/intermediary administrative services, subcontractors, consultants, and staff to support the CYF SPMP Foster Care program team. This will be a collaborative project with close coordination with the SFDPH and the CYF SPMP Foster Care Program Director.

Fiscal Management for this program consists of developing and monitoring the budget; managing employee payroll and benefits; managing programmatic expenditures such as invoice payments and travel reimbursements according to budget plan; executing contractual agreements and maintaining all program documentation as related to this contract. HR360 will also be responsible for compliance and adherence with the City and County of San Francisco fund management policies to ensure project success.

Staff Management for this program consists of primary human resource management processes and will be coordinated with the CYF SPMP Foster Care Program Director. It will include managing HR360 employee benefits; monitoring HR360 employee training, skill development, and performance evaluations on regular basis, and implementing HR360 employee discipline when necessary.

A. Fiscal Management: Fiscal management team assigned to the CYF SPMP Foster Care program will include a Budget Manager, a Financial Analyst, and an Accounts Payable Specialist. These staff will work closely with the SFDPH Program Administrator and the CYF SPMP Foster Care Program Director. The HR360 Budget Manager, in collaboration with the SFDPH Program Administrator, will serve as the lead team member assigned to the contract and will oversee all fiscal management activities. In addition the Budget Manager will issue and monitor all subcontracts and consultant agreements. The Financial Analyst (FA), working closely with the Accounts Payable Specialist and the SFDPH Program Administrator, will be responsible for monthly expenses and annual cost reporting, including the tracking of all costs against each cost center's budget, generating invoices on a monthly basis to SFDPH, and providing oversight and assurance that all expenses are charged and invoiced appropriately. The FA in conjunction with the Budget Manager will also provide a monthly statement of activities, assistance with budget modifications, and be responsible for final financial reconciliation and reporting. In addition the FA and Accounts Payable Specialist are responsible for vendor management, including ensuring vendors are set up correctly with required documentation.

B. Staff Management/Human Resources: Human Resources management team assigned to the CYF SPMP Foster Care program will include a Budget Manager and the Human Resources Generalist. HR360 HR will oversee HR360 staff hired and assigned to the project. HR360 staff will at all times be under the direction and control of HR360 management or other supervision as determined by CYF SPMP Foster Care Program Director. They will provide hands on, comprehensive training to all employees so they are familiar with HR360's HR policies and procedures in order to provide comprehensive supervision to HR360 contracted employees. The staff on this project is administrative staff and will not be responsible for project work or data.

C. CYF SPMP Foster Care program staff:

3.0 FTE Early Childhood Senior Community Coordinators: Provide CANS assessments, treatment for small caseload, while also providing oversight and tracking for Utilization Review for all (approximately 1,200) children, youth and families served by HSA Family Children's Services. They attend administrative reviews, provide clinical consultation, provide data and information to both child welfare and to behavioral health in order to track that all clients who need behavioral health services are receiving the appropriate and recommended services and the right level of care.

7. Objectives and Measurements:

Fiscal Intermediary Objectives: All objectives, and descriptions of how objectives will be measured, are contained in the document entitled DPH Fiscal Intermediary Performance Objectives FY16-17.

Service Objectives:

- At least 50% of children or youth will show improvement in at least one of the following CANS domains: Presentation, Impact on Functioning, Risk Behaviors, or Child Strengths; if not met, the program must demonstrate at least a 10 percentage point improvement from the prior year's score on this objective.
- 100% of clients will have a completed CANS reassessment in AVATAR within 12 months from the episode opening date.
- At least 50% of all clients age 2 and over who receive medication services will have height, weight, and blood pressure measured and recorded in the AVATAR Health Monitoring Form at least once during the fiscal year.

8. Continuous Quality Assurance and Improvement:

DPH staff will monitor contract compliance through the Business Office of Contract Compliance (BOCC), ensuring compliance with Health Commission policies, and all contractor requirements including, but not limited to, Harm Reduction, and Health Insurance Portability and Accountability Act (HIPAA). HR360's own CQI activities will monitor, enhance, and improve the quality of fiscal management and program services delivered.

9. Required Language: N/A.

1. **Program Name:** BHS Mental Health Services

Address: 1380 Howard St.

City, State, ZIP: San Francisco, CA 94134

Telephone: 415-762-0216

Contractor Address: 1735 Mission St.

City, State, ZIP: San Francisco, CA 94103

Person Completing this Narrative: Nick Hancock

Telephone: 415-255-3776

Email Address: nick.hancock@sfdph.org

2. **Nature of Document:**

New Renewal Modification

3. **Goal Statement:** HealthRIGHT 360 (HR360), in collaboration with the San Francisco Department of Public Health (SFDPH), will provide fiscal and human resource management services, subcontractors, consultants, and staff in support of:

- Community Facilities Manager
- Crisis Intervention Counselor
- BHS Billing and Claims Unit
- Transgender Health Services Evaluator

4. **Priority Population:** Clients served by DPH Behavioral Health Services.

5. **Modality(s)/Intervention(s):** HR360 will provide administrative support to subcontractors, consultants and staff engaged in the BHS Mental Health Services activities. HR360 is responsible for its subcontractors', consultants', and staff performance. Subcontractors, consultants, and staff will work toward the BHS Mental Health Services' goals in close collaboration with SFDPH staff. In addition, HR360 will use Generally Accepted Accounting Principles (GAAP) and the agency's own Accounting Policies and Procedures to:

- Protect the assets of the organization and of the contract;
- Ensure the maintenance of accurate records of HR360's financial activities;
- Provide a framework for HR360's financial decision making;
- Establish and enforce operating standards and behavioral expectations;
- Serve as a training resource for financial staff; and
- Ensure compliance with federal, state, local, and DPH legal, contractual, and reporting requirements.

Units of Service (UOS) Description	Units of Service (UOS)	Number of Contacts (NOC)
DPH Units of Service - Mode 60/SFC 78, Other Non-Medi-Cal Client Support Expenses		
Unit Type: Staff Hour	16,782	NA
Total Services Delivered	16,782	N/A

6. Methodology:

HR360 will provide fiscal management/intermediary administrative services, subcontractors, consultants, and staff to support the BHS Mental Health Services team. This will be a collaborative project with close coordination with the SFDPH and the Behavioral Health Services (BHS) Director.

Fiscal Management for this program consists of developing and monitoring the budget; managing employee payroll and benefits; managing programmatic expenditures such as invoice payments and travel reimbursements according to budget plan; executing contractual agreements and maintaining all program documentation as related to this contract. HR360 will also be responsible for compliance and adherence with the City and County of San Francisco fund management policies to ensure project success.

Staff Management for this program consists of primary human resource management processes and will be coordinated with the BHS Director. It will include managing HR360 employee benefits; monitoring HR360 employee training, skill development, and performance evaluations on regular basis, and implementing HR360 employee discipline when necessary.

A. Fiscal Management: Fiscal management team assigned to the BHS Mental Health Services activities will include a Budget Manager, a Financial Analyst, and an Accounts Payable Specialist. These staff will work closely with the SFDPH Program Administrator. The HR360 Budget Manager, in collaboration with the SFDPH Program Administrator, will serve as the lead team member assigned to the contract and will oversee all fiscal management activities. In addition the Budget Manager will issue and monitor all subcontracts and consultant agreements. The Financial Analyst (FA), working closely with the Accounts Payable Specialist and the SFDPH Program Administrator, will be responsible for monthly expenses and annual cost reporting, including the tracking of all costs against each cost center's budget, generating invoices on a monthly basis to SFDPH, and providing oversight and assurance that all expenses are charged and invoiced appropriately. The FA in conjunction with the Budget Manager will also provide a monthly statement of activities, assistance with budget modifications, and be responsible for final financial reconciliation and reporting. In addition the FA and Accounts Payable Specialist are responsible for vendor management, including ensuring vendors are set up correctly with required documentation.

B. Staff Management/Human Resources: Human Resources management team assigned to the BHS Mental Health Services activities will include a Budget Manager and the Human Resources Generalist. HR360 HR will oversee HR360 staff hired and assigned to the project. HR360 staff will at all times be under the direction and control of HR360 management or other supervision as determined by BHS Director. They will provide hands on, comprehensive training to all employees so they are familiar with HR360's HR policies and procedures in order to provide comprehensive supervision to HR360 contracted employees. The staff on this project is administrative staff and will not be responsible for project work or data.

C. Mental Health Services Staff:

1.0 FTE Community Facility Manager: Coordinate and supervise the operations of an approximately 15,000 sq. ft. multi-tenant City and County of San Francisco community facility located at 1099 Sunnydale Avenue. The Community Facility Manager performs managerial work in operating this shared-space facility that includes both non-profit and city staffed service providers. The facility's management will be performed under the direction of San Francisco Department of Public Health staff and in collaboration with San Francisco Real Estate Division staff. The Community Facility Manager is responsible for overseeing the facilities' day to day operations including scheduling of shared space and resources, coordinating the work of staff hired through service contracts (security), and maintenance reporting. The Community Facility Manager also performs other related work as required.

.12 FTE Crisis Intervention Counselor: Provides training on crisis intervention for DPH crisis response team on delivering resolution-focused and person-centered crisis intervention with adults and children/families that diminishes the need for 5150/PES/inpatient hospitalization.

7.0 FTE Medi-Cal Billing Clerks: Provide data entry and ancillary claims processing support required to ensure accurate and compliant billing of behavioral health services to various third party payers. Duties include manual entries required in the CBHS Avatar system, maintaining external database files to track and monitor electronic transaction files, verify Clients' eligibility and benefits information, processing Providers' service error corrections and adjustments, other follow-up actions needed.

1.0 FTE Lead Evaluator: responsible for evaluation and reporting activities required by MHSA and the Transgender Health Services program.

7. Objectives and Measurements:

Fiscal Intermediary Objectives: All objectives, and descriptions of how objectives will be measured, are contained in the document entitled DPH Fiscal Intermediary Performance Objectives FY16-17.

Service Objectives: These are administrative positions providing infrastructure support. Service deliverables measured in staff hours.

8. Continuous Quality Assurance and Improvement:

Contractor: HealthRIGHT 360

City Fiscal Year: FY16-17

CMS#:

Appendix A- 5

Contract Term: 07/01/2016-06/30/2017

Funding Source(s): MH General Fund, MHS

DPH staff will monitor contract compliance through the Business Office of Contract Compliance (BOCC), ensuring compliance with Health Commission policies, and all contractor requirements including, but not limited to, Harm Reduction, and Health Insurance Portability and Accountability Act (HIPAA). HR360's own CQI activities will monitor, enhance, and improve the quality of fiscal management and program services delivered.

9. **Required Language: N/A.**

1. **Program Name:** BHS Substance Abuse (SA) Services
Address: 1380 Howard St.
City, State, ZIP: San Francisco, CA 94134
Telephone: 415-762-0216

Contractor Address: 1735 Mission St.
City, State, ZIP: San Francisco, CA 94103
Person Completing this Narrative: Nick Hancock
Telephone: 415-255-3776
Email Address: nick.hancock@sfdph.org

2. **Nature of Document:**

New Renewal Modification

3. **Goal Statement:** HealthRIGHT 360 (HR360), in collaboration with the San Francisco Department of Public Health (SFPDH), will provide fiscal and human resource management services, subcontractors, consultants, and staff in support of:

- a. Methadone Van (Parking and Counseling Space)
- b. Office-Based Opioid Treatment (OBOT)
- c. BHS Support Compliance Consultant
- d. CYF Substance Abuse Expenses

4. **Priority Population:** Substance Abuse clients served by DPH Behavioral Health Services.

5. **Modality(s)/Intervention(s):** HR360 will provide administrative support to subcontractors, consultants and staff engaged in the BHS SA Services activities. HR360 is responsible for its subcontractors', consultants', and staff performance. Subcontractors, consultants, and staff will work toward the BHS SA Services goals in close collaboration with SFPDH staff. In addition, HR360 will use Generally Accepted Accounting Principles (GAAP) and the agency's own Accounting Policies and Procedures to:

- Protect the assets of the organization and of the contract;
- Ensure the maintenance of accurate records of HR360's financial activities;
- Provide a framework for HR360's financial decision making;
- Establish and enforce operating standards and behavioral expectations;
- Serve as a training resource for financial staff; and
- Ensure compliance with federal, state, local, and DPH legal, contractual, and reporting requirements.

Units of Service (UOS) Description	Units of Service (UOS)	Number of Contacts (NOC)
Methadone Van – Supt-00 SA County Support	12	
OBOT – HRTC Supt-00 SA County Support	368	
BHS Support – Compliance Consultant Supt-01 SA-Support QA's	2,760	
Total Services Delivered	3,140	N/A

Modality(s)/Intervention(s) Service Detail:

- A. Methadone Van (Parking and Counseling Space): Methadone Van Parking space for a mobile van to deliver methadone and office space for counseling to community members for the potential of increasing the number of opiate users admitted to methadone treatment without impacting existing community facilities.
- B. OBOT (HRTC Subcontract): Goal is to reduce opiate use and move services closer to subunit of population that does not come to other provider sites. We purchase a limited number of outpatient counseling hours from a nonprofit in the tenderloin (Harm Reduction Treatment Center) Mostly people addicted to opiates who receive methadone from their primary care provider.
- C. BHS Support (Formerly Training Fund):
 - i. Compliance Consultant: Supporting the Business Office of Contract Compliance, the consultant manages a complex database that tracks the performance of nonprofit organizations that provide services to DPH. The consultant creates reports for approximately 375 programs totaling more than \$300M in spending.
 - ii. Allows for subcontracting and/or direct payments for training activities and technical assistance needs of Substance Use Disorder Prevention providers.

6. Methodology:

HR360 will provide fiscal management/intermediary administrative services, subcontractors, consultants, and staff to support the BHS SA Services team. This will be a collaborative project with close coordination with the SFDPH and the Substance Abuse Services Director.

Fiscal Management for this program consists of developing and monitoring the budget; managing employee payroll and benefits; managing programmatic expenditures such as invoice payments and travel reimbursements according to budget plan; executing contractual agreements and maintaining all program documentation as related to this contract. HR360 will also be responsible for compliance and adherence with the City and County of San Francisco fund management policies to ensure project success.

Staff Management for this program consists of primary human resource management processes and will be coordinated with the Substance Abuse Services Director. It will include managing HR360 employee benefits; monitoring HR360 employee training, skill development,

and performance evaluations on regular basis, and implementing HR360 employee discipline when necessary.

A. Fiscal Management: Fiscal management team assigned to the BHS SA Services activities will include a Budget Manager, a Financial Analyst, and an Accounts Payable Specialist. These staff will work closely with the SFDPH Program Administrator and the Substance Abuse Services Director. The HR360 Budget Manager, in collaboration with the SFDPH Program Administrator, will serve as the lead team member assigned to the contract and will oversee all fiscal management activities. In addition the Budget Manager will issue and monitor all subcontracts and consultant agreements. The Financial Analyst (FA), working closely with the Accounts Payable Specialist and the SFDPH Program Administrator, will be responsible for monthly expenses and annual cost reporting, including the tracking of all costs against each cost center's budget, generating invoices on a monthly basis to SFDPH, and providing oversight and assurance that all expenses are charged and invoiced appropriately. The FA in conjunction with the Budget Manager will also provide a monthly statement of activities, assistance with budget modifications, and be responsible for final financial reconciliation and reporting. In addition the FA and Accounts Payable Specialist are responsible for vendor management, including ensuring vendors are set up correctly with required documentation.

B. Staff Management/Human Resources: Human Resources management team assigned to the BHS SA Services activities will include a Budget Manager and the Human Resources Generalist. HR360 HR will oversee HR360 staff hired and assigned to the project. HR360 staff will at all times be under the direction and control of HR360 management or other supervision as determined by Substance Abuse Services Director. They will provide hands on, comprehensive training to all employees so they are familiar with HR360's HR policies and procedures in order to provide comprehensive supervision to HR360 contracted employees. The staff on this project is administrative staff and will not be responsible for project work or data.

7. Objectives and Measurements:

Fiscal Intermediary Objectives: All objectives, and descriptions of how objectives will be measured, are contained in the document entitled DPH Fiscal Intermediary Performance Objectives FY16-17.

Service Objectives: These are administrative activities providing infrastructure support to Substance Abuse activities and programs. The service objectives of the programs themselves are evaluated as follows:

- **Methadone Van (Parking and Counseling Space):** All of the clients who use either Van or Counseling spaces are enrolled in methadone treatment. All treatment data is captured and evaluated on a sophisticated data site. So, for instance, length of time in treatment, adherence, dose, absences, and discharge status are analyzed and compared to other sites and with other counties. The space is not evaluated separately from the clients using that space.

- OBOT (HRTC Subcontract): Consistent counseling notes are recorded; attendance, progress in treatment and case outcome are recorded and analyzed the same as all other formal DPH substance treatment
- BHS Support (Formerly Training Fund): Training goals are set by regular DPH staff. Each training engagement has pre-agreed material and outcomes. Participant satisfaction surveys and brief post-test are administered.

8. Continuous Quality Assurance and Improvement:

DPH staff will monitor contract compliance through the Business Office of Contract Compliance (BOCC), ensuring compliance with Health Commission policies, and all contractor requirements including, but not limited to, Harm Reduction, and Health Insurance Portability and Accountability Act (HIPAA). HR360's own CQI activities will monitor, enhance, and improve the quality of fiscal management and program services delivered.

9. Required Language: N/A.

1. **Program Name:** Drug Court Treatment Center
Address: 509 6th St.
City, State, ZIP: San Francisco, CA 94107
Telephone: 415-222-6150

Contractor Address: 1735 Mission St.
City, State, ZIP: San Francisco, CA 94103
Person Completing this Narrative: Nick Hancock
Telephone: 415-255-3776
Email Address: nick.hancock@sfdph.org

2. **Nature of Document:**

New Renewal Modification

3. **Goal Statement:** HealthRIGHT 360 (HR360), in collaboration with the San Francisco Department of Public Health (SFDPH), will provide fiscal and human resource management services, subcontractors, consultants, and staff in support of the Drug Court Treatment Center. Includes support for court-ordered substance abuse counseling, case management, drug testing, and ancillary services for pre-plea drug offenders and their family members including offenders with prior felony convictions, probationers, and/or parolees.

4. **Priority Population:** Court-ordered substance abuse treatment clients.

5. **Modality(s)/Intervention(s):** HR360 will provide administrative support to subcontractors, consultants and staff engaged in the Drug Court Treatment Center activities. HR360 is responsible for its subcontractors', consultants', and staff performance. Subcontractors, consultants, and staff will work toward the Drug Court Treatment Center's goals in close collaboration with SFDPH staff. In addition, HR360 will use Generally Accepted Accounting Principles (GAAP) and the agency's own Accounting Policies and Procedures to:

- Protect the assets of the organization and of the contract;
- Ensure the maintenance of accurate records of HR360's financial activities;
- Provide a framework for HR360's financial decision making;
- Establish and enforce operating standards and behavioral expectations;
- Serve as a training resource for financial staff; and
- Ensure compliance with federal, state, local, and DPH legal, contractual, and reporting requirements.

Units of Service (UOS) Description	Units of Service (UOS)	Number of Contacts (NOC)
Anc-87 Drug Court Other	19,024	360
Total Services Delivered	19,024	360

6. Methodology:

HR360 will provide fiscal management/intermediary administrative services, subcontractors, consultants, and staff to support the Drug Court Treatment Center team. This will be a collaborative project with close coordination with the SFDPH and the BHS Drug Court Treatment Center

Fiscal Management for this program consists of developing and monitoring the budget; managing employee payroll and benefits; managing programmatic expenditures such as invoice payments and travel reimbursements according to budget plan; executing contractual agreements and maintaining all program documentation as related to this contract. HR360 will also be responsible for compliance and adherence with the City and County of San Francisco fund management policies to ensure project success.

Staff Management for this program consists of primary human resource management processes and will be coordinated with the Drug Court Treatment Center Director. It will include managing HR360 employee benefits; monitoring HR360 employee training, skill development, and performance evaluations on regular basis, and implementing HR360 employee discipline when necessary.

A. Fiscal Management: Fiscal management team assigned to the Drug Court Treatment Center will include a Budget Manager, a Financial Analyst, and an Accounts Payable Specialist. These staff will work closely with the SFDPH Program Administrator and the Drug Court Treatment Center Director. The HR360 Budget Manager, in collaboration with the SFDPH Program Administrator, will serve as the lead team member assigned to the contract and will oversee all fiscal management activities. In addition the Budget Manager will issue and monitor all subcontracts and consultant agreements. The Financial Analyst (FA), working closely with the Accounts Payable Specialist and the SFDPH Program Administrator, will be responsible for monthly expenses and annual cost reporting, including the tracking of all costs against each cost center's budget, generating invoices on a monthly basis to SFDPH, and providing oversight and assurance that all expenses are charged and invoiced appropriately. The FA in conjunction with the Budget Manager will also provide a monthly statement of activities, assistance with budget modifications, and be responsible for final financial reconciliation and reporting. In addition the FA and Accounts Payable Specialist are responsible for vendor management, including ensuring vendors are set up correctly with required documentation.

B. Staff Management/Human Resources: Human Resources management team assigned to the Drug Court Treatment Center will include a Budget Manager and the Human Resources Generalist. HR360 HR will oversee HR360 staff hired and assigned to the project. HR360 staff will at all times be under the direction and control of HR360

management or other supervision as determined by Drug Court Treatment Center Director. They will provide hands on, comprehensive training to all employees so they are familiar with HR360's HR policies and procedures in order to provide comprehensive supervision to HR360 contracted employees. The staff on this project is administrative staff and will not be responsible for project work or data.

C. Drug Court Treatment Center Staff:

- 1.0 FTE Program Coordinator: Provides overall coordination, supervision, and clinical oversight to the operation of the Drug Court Treatment Center. Interfaces with Court leadership and works as part of a collaborative stakeholder process that oversees the Adult Drug Court.
- 1.0 FTE Assistant Program Coordinator: Assists the Coordinator on day-to-day operations of the Drug Court Treatment Center. Supervises administrative staff and coordinates toxicological screening protocols.
- 1.0 FTE Treatment Coordinator: Coordinates group treatment and trains Drug Court staff in conducting group sessions.
- 6.0 FTE Counselor/Case Manager: Provides clinical care and support to defendant's participants in the San Francisco Drug Court. Develops and implements plans of care, and makes regular reports to the Court on compliance.
- 1.0 FTE Senior Administrative Assistant: Supports day-to-day operation of the Drug Court Treatment Center, providing administrative functions and Court related responsibilities. Assists in collating Court documents and reports and other duties as assigned.
- .34 FTE Senior Implementation Engineer: Provides overall information technology support and application guidance to Drug Court. Works with DPH IT to ensure adequate and smooth IT operations and necessary infrastructure.

7. Objectives and Measurements:

Fiscal Intermediary Objectives: All objectives, and descriptions of how objectives will be measured, are contained in the document entitled DPH Fiscal Intermediary Performance Objectives FY16-17.

Service Objectives:

- 55% of eligible and suitable clients will receive placement authorization into treatment services as determined by Avatar.
- 100% of eligible and suitable clients will be administered toxicological screening to ensure appropriate level of care as determined by the Drug Court database.
- 35% of eligible and suitable clients will successfully dispose of criminal proceedings at the conclusion of their Drug Court commitment as determined by the Court and supported through the Court case management system and the Drug Court database.

8. Continuous Quality Assurance and Improvement:

DPH staff will monitor contract compliance through the Business Office of Contract Compliance (BOCC), ensuring compliance with Health Commission policies, and all contractor requirements including, but not limited to, Harm Reduction, and Health

Contractor: HealthRIGHT 360

City Fiscal Year: FY16-17

CMS#:

Appendix A- 7

Contract Term: 07/01/2016-06/30/2017

Funding Source(s): Substance Abuse General Fund

Insurance Portability and Accountability Act (HIPAA). HR360's own CQI activities will monitor, enhance, and improve the quality of fiscal management and program services delivered.

9. Required Language: N/A.

1. **Program Name:** Treatment Access Program (TAP)

Address: 509 6th St.

City, State, ZIP: San Francisco, CA 94107

Telephone: 415-222-6150

Contractor Address: 1735 Mission St.

City, State, ZIP: San Francisco, CA 94103

Person Completing this Narrative: Nick Hancock

Telephone: 415-255-3776

Email Address: nick.hancock@sfdph.org

2. **Nature of Document:**

New Renewal Modification

3. **Goal Statement:** HealthRIGHT 360 (HR360), in collaboration with the San Francisco Department of Public Health (SFDPH), will provide fiscal and human resource management services, subcontractors, consultants, and staff in support of the Treatment Access Program (TAP).

4. **Priority Population:** Behavioral health clients seeking mental health and substance abuse treatment services.

5. **Modality(s)/Intervention(s):** HR360 will provide administrative support to subcontractors, consultants and staff engaged in the TAP activities. HR360 is responsible for its subcontractors', consultants', and staff performance. Subcontractors, consultants, and staff will work toward the TAP's goals in close collaboration with SFDPH staff. In addition, HR360 will use Generally Accepted Accounting Principles (GAAP) and the agency's own Accounting Policies and Procedures to:

- Protect the assets of the organization and of the contract;
- Ensure the maintenance of accurate records of HR360's financial activities;
- Provide a framework for HR360's financial decision making;
- Establish and enforce operating standards and behavioral expectations;
- Serve as a training resource for financial staff; and
- Ensure compliance with federal, state, local, and DPH legal, contractual, and reporting requirements.

Units of Service (UOS) Description	Units of Service (UOS)	Number of Contacts (NOC)
SecPrev-21 SA Sec-Prev Referrals/Screening/Intake	21,456	
Total Services Delivered	21,456	N/A

6. Methodology:

HR360 will provide fiscal management/intermediary administrative services, subcontractors, consultants, and staff to support the TAP team. This will be a collaborative project with close coordination with the SFDPH and TAP.

Fiscal Management for this program consists of developing and monitoring the budget; managing employee payroll and benefits; managing programmatic expenditures such as invoice payments and travel reimbursements according to budget plan; executing contractual agreements and maintaining all program documentation as related to this contract. HR360 will also be responsible for compliance and adherence with the City and County of San Francisco fund management policies to ensure project success.

Staff Management for this program consists of primary human resource management processes and will be coordinated with the Behavioral Health Access Center Program Director. It will include managing HR360 employee benefits; monitoring HR360 employee training, skill development, and performance evaluations on regular basis, and implementing HR360 employee discipline when necessary.

A. Fiscal Management: Fiscal management team assigned to TAP will include a Budget Manager, a Financial Analyst, and an Accounts Payable Specialist. These staff will work closely with the SFDPH Program Administrator and the TAP Program Director. The HR360 Budget Manager, in collaboration with the SFDPH Program Administrator, will serve as the lead team member assigned to the contract and will oversee all fiscal management activities. In addition the Budget Manager will issue and monitor all subcontracts and consultant agreements. The Financial Analyst (FA), working closely with the Accounts Payable Specialist and the SFDPH Program Administrator, will be responsible for monthly expenses and annual cost reporting, including the tracking of all costs against each cost center's budget, generating invoices on a monthly basis to SFDPH, and providing oversight and assurance that all expenses are charged and invoiced appropriately. The FA in conjunction with the Budget Manager will also provide a monthly statement of activities, assistance with budget modifications, and be responsible for final financial reconciliation and reporting. In addition the FA and Accounts Payable Specialist are responsible for vendor management, including ensuring vendors are set up correctly with required documentation.

B. Staff Management/Human Resources: Human Resources management team assigned to TAP will include a Budget Manager and the Human Resources Generalist. HR360 HR will oversee HR360 staff hired and assigned to the project. HR360 staff will at all times be under the direction and control of HR360 management or other supervision as determined by the TAP Director. They will provide

hands on, comprehensive training to all employees so they are familiar with HR360's HR policies and procedures in order to provide comprehensive supervision to HR360 contracted employees. The staff on this project is administrative staff and will not be responsible for project work or data.

C. TAP Staff:

- 1.0 FTE Assistant Program Coordinator: Assists the Program Coordinator in day-to-day operations of the TAP program. Supervises administrative staff and provides overall office management.
- 7.0 FTE Counselor/Case Manager: Administers assessment, referral, and placement authorization of substance use and mentally ill clients into community based care. Interfaces with the Adult Probation Department to ensure that eligible clients meet all terms of probation.
- 3.0 FTE Administrative Assistant: Supports the day-to-day administrative needs of TAP. Provides customer service and public facing presence to vulnerable individuals seeking care. Assist with medical records and other administrative functions.
- .66 FTE Senior Implementation Engineer: Provides overall information technology support and application guidance to TAP programs and Drug Court. Works with DPH IT to ensure adequate and smooth IT operations and necessary infrastructure.

7. Objectives and Measurements:

Fiscal Intermediary Objectives: All objectives, and descriptions of how objectives will be measured, are contained in the document entitled DPH Fiscal Intermediary Performance Objectives FY16-17.

Service Objectives:

Treatment Access Program (TAP):

- 55% of eligible clients will successfully place into treatment services in FY16-17 as determined by Avatar
- 50% of clients will participate with satisfactory completion in pre-treatment/treatment engagement activities as determined by sign-in/sign out.
- 75% of clients will be seen by clinical staff within 90 minutes of registration as determines by the TAP database.

TAP Offender Treatment Program

- 50% of clients will complete the terms of their probation having successfully engaged in treatment services as determined through the probation case management system
- 75% of Post Release Community Supervision probationers will be seen by clinical staff within 3 business days of release by an institution as determined by the OTP database and the OTP OD log.

8. Continuous Quality Assurance and Improvement:

DPH staff will monitor contract compliance through the Business Office of Contract Compliance (BOCC), ensuring compliance with Health Commission policies, and all contractor requirements including, but not limited to, Harm Reduction, and Health

Contractor: HealthRIGHT 360

City Fiscal Year: FY16-17

CMS#:

Appendix A- 8

Contract Term: 07/01/2016-06/30/2017

Funding Source(s): Substance Abuse General Fund,
State SACPA Fund

Insurance Portability and Accountability Act (HIPAA). HR360's own CQI activities will monitor, enhance, and improve the quality of fiscal management and program services delivered.

9. Required Language: N/A.

1. **Program Name:** Project Homeless Connect (PHC)
Address: 25 Van Ness Ave, #340
City, State, ZIP: San Francisco, CA 94102
Telephone: 415-503-2123

Contractor Address: 1735 Mission St.
City, State, ZIP: San Francisco, CA 94103
Person Completing this Narrative: Nick Hancock
Telephone: 415-255-3776
Email Address: nick.hancock@sfdph.org

2. **Nature of Document:**

New Renewal Modification

3. **Goal Statement:** HealthRIGHT 360 (HR360), in collaboration with the San Francisco Department of Public Health (SFDPH), will provide fiscal and human resource management services, subcontractors, consultants, and staff in support of the Project Homeless Connect (PHC).
4. **Priority Population:** Homeless individuals in San Francisco. PHC served 5,383 individuals in the last fiscal year. Demographics overview:
- 60% between the ages of 25 – 55 years old
 - 40% African-American, 30% Caucasian, 10% Latino, 7% Asian/Pacific Islander
 - 70% Male 12% Veteran
 - 50% self-identify as homeless
5. **Modality(s)/Intervention(s):** HR360 will provide administrative support to subcontractors, consultants and staff engaged in the PHC activities. HR360 is responsible for its subcontractors', consultants', and staff performance. Subcontractors, consultants, and staff will work toward PHC's goals in close collaboration with SFDPH staff. In addition, HR360 will use Generally Accepted Accounting Principles (GAAP) and the agency's own Accounting Policies and Procedures to:
- Protect the assets of the organization and of the contract;
 - Ensure the maintenance of accurate records of HR360's financial activities;
 - Provide a framework for HR360's financial decision making;
 - Establish and enforce operating standards and behavioral expectations;
 - Serve as a training resource for financial staff; and
 - Ensure compliance with federal, state, local, and DPH legal, contractual, and reporting requirements.

A unit of service for this contract is one month of fiscal management/intermediary and human resources services.

Units of Service (UOS) Description	Units of Service (UOS)	Number of Contacts (NOC)
7/1/2016-06/30/2017 To provide one month of Fiscal Intermediary Services to support staff who manage PHC	12	
Total Services Delivered	12	N/A

6. Methodology:

HR360 will provide fiscal management/intermediary administrative services, subcontractors, consultants, and staff to support the PHC team. This will be a collaborative project with close coordination with the SFDPH and the PHC Director.

Fiscal Management for this program consists of developing and monitoring the budget; managing employee payroll and benefits; managing programmatic expenditures such as invoice payments and travel reimbursements according to budget plan; executing contractual agreements and maintaining all program documentation as related to this contract. HR360 will also be responsible for compliance and adherence with the City and County of San Francisco fund management policies to ensure project success.

Staff Management for this program consists of primary human resource management processes and will be coordinated with the PHC Director. It will include managing HR360 employee benefits; monitoring HR360 employee training, skill development, and performance evaluations on regular basis, and implementing HR360 employee discipline when necessary.

A. Fiscal Management: Fiscal management team assigned to the PHC will include a Budget Manager, a Financial Analyst, and an Accounts Payable Specialist. These staff will work closely with the SFDPH Program Administrator and the PHC Director. The HR360 Budget Manager, in collaboration with the SFDPH Program Administrator, will serve as the lead team member assigned to the contract and will oversee all fiscal management activities. In addition the Budget Manager will issue and monitor all subcontracts and consultant agreements. The Financial Analyst (FA), working closely with the Accounts Payable Specialist and the SFDPH Program Administrator, will be responsible for monthly expenses and annual cost reporting, including the tracking of all costs against each cost center's budget, generating invoices on a monthly basis to SFDPH, and providing oversight and assurance that all expenses are charged and invoiced appropriately. The FA in conjunction with the Budget Manager will also provide a monthly statement of activities, assistance with budget modifications, and be responsible for final financial reconciliation and reporting. In addition the FA and Accounts Payable Specialist are responsible for vendor management, including ensuring vendors are set up correctly with required documentation.

B. Staff Management/Human Resources: Human Resources management team assigned to PHC will include a Budget Manager and the Human Resources Generalist. HR360 HR will oversee HR360 staff hired and assigned to the project. HR360 staff will at all times be under the direction and control of HR360 management or other supervision as determined by the PHC Director. They will provide hands on, comprehensive training to all employees so they are familiar with HR360's HR policies and procedures in order to provide comprehensive supervision to HR360 contracted employees. The staff on this project is administrative staff and will not be responsible for project work or data.

C. PHC Staff:

1.0 FTE Executive Director: Executes mission of serving 5,000+ homeless individuals annually. Create growth strategy that has expanded PHC to include daily services, mobile model, and increased engagement for community and corporate groups. Oversee fundraising for \$1.4 million agency and maintain partnerships with major donors.

1.0 FTE Deputy Director: Supervision of Director-level staff. Implement new programming, build evaluation processes for continuous improvement, and work with Executive Director to determine agency priorities. Provide daily oversight of 14-person office.

1.0 FTE Director of Resources: Oversee Resource Specialists when team is off-site, no supervision responsibility. This position will become increasingly key as PHC services move toward a mobile model in 2017.

1.0 FTE Director of Services: Manage Resource Specialists and Resource Manager. Work with staff and external partners to ensure that Every Day Connect continues to provide high-quality, reliable services for participants on a daily basis.

1.0 FTE Services Manager: Recruits, organizes, and coordinates service providers at PHC events and Everyday Connect.

1.0 FTE Volunteer Manager: Engage 4,000+ volunteers annually in giving back around homelessness in SF. With Director of Marketing & Development, maintain relationships with corporate stakeholders and manage \$250,000 in-kind donation program.

1.0 FTE Logistics Manager: Responsible for on-the-ground planning of PHC one-stop shop service events and mobile services. Secure permits, venues, transportation, and other logistical details as needed.

1.0 FTE Marketing Associate: Design visual communication for PHC's multiple audiences of volunteers, corporate stakeholders, and nonprofit providers. With Director of Development, create and executive fundraising and engagement strategy.

4.0 FTE Resource Specialist: Administer in-office programs. These are key on-the-ground staff serving upwards of 60 individuals every day at 25 Van Ness and at weekly off-site events.

1.0 FTE Operations Manager: Maintain organization, administration, and human resources needs in 14-person office. Assist with event-related planning as needed.

7. Objectives and Measurements:

Fiscal Intermediary Objectives: All objectives, and descriptions of how objectives will be measured, are contained in the document entitled DPH Fiscal Intermediary Performance Objectives FY16-17.

Service Objectives: These are administrative positions providing infrastructure support. Service deliverables measured in staff hours.

8. Continuous Quality Assurance and Improvement:

DPH staff will monitor contract compliance through the Business Office of Contract Compliance (BOCC), ensuring compliance with Health Commission policies, and all contractor requirements including, but not limited to, Harm Reduction, and Health Insurance Portability and Accountability Act (HIPAA). HR360's own CQI activities will monitor, enhance, and improve the quality of fiscal management and program services delivered.

9. Required Language: N/A.

- 1. **Program Name: The Anchor Program**
 Address: 1701 Ocean Ave
 City, State, ZIP: San Francisco, CA 94112
 Telephone: 415-452-2200

Contractor Address: 1735 Mission St.
 City, State, ZIP: San Francisco, CA 94103
 Person Completing this Narrative: Nick Hancock
 Telephone: 415-255-3776
 Email Address: nick.hancock@sfdph.org

- 2. **Nature of Document:**
 New Renewal Modification

- 3. **Goal Statement:** HealthRIGHT 360 (HR360), in collaboration with the San Francisco Department of Public Health (SFPDH), will provide fiscal and human resource management services, subcontractors, consultants, and staff in support of the Anchor Program. The Anchor Program is a collaboration between SFPDH's Behavioral Health Services (BHS) and Golden Gate Regional Services. It involves a multidisciplinary team working within the O.M.I Family Center.

- 4. **Priority Population:** High-risk, dually diagnosed behavioral health clients at risk of psychiatric crisis or hospitalization.

- 5. **Modality(s)/Intervention(s):** HR360 will provide administrative support to subcontractors, consultants and staff engaged in the Anchor Program activities. HR360 is responsible for its subcontractors', consultants', and staff performance. Subcontractors, consultants, and staff will work toward the Anchor Program's goals in close collaboration with SFPDH staff. In addition, HR360 will use Generally Accepted Accounting Principles (GAAP) and the agency's own Accounting Policies and Procedures to:

- Protect the assets of the organization and of the contract;
- Ensure the maintenance of accurate records of HR360's financial activities;
- Provide a framework for HR360's financial decision making;
- Establish and enforce operating standards and behavioral expectations;
- Serve as a training resource for financial staff; and
- Ensure compliance with federal, state, local, and DPH legal, contractual, and reporting requirements.

Units of Service (UOS) Description	Units of Service (UOS)	Number of Contacts (NOC)
7/1/2016-06/30/2017 DPH Mode 15 MHS/CM/MedSpt	61,393	
Total Services Delivered	61,393	N/A

6. **Methodology:** The program objective is to avert psychiatric crisis and reduce hospitalization rates for a very high risk dually diagnosed population. The multidisciplinary team utilizes proactive interventions to identify early warning signs and design behavioral treatment plans. The caseload comprises of consumers who are dually diagnosed with a developmental disability and a mental health diagnosis.

HR360 will provide fiscal management/intermediary administrative services, subcontractors, consultants, and staff to support the Anchor Program team. This will be a collaborative project with close coordination with the SFDPH and the Anchor Program Director.

Fiscal Management for this program consists of developing and monitoring the budget; managing employee payroll and benefits; managing programmatic expenditures such as invoice payments and travel reimbursements according to budget plan; executing contractual agreements and maintaining all program documentation as related to this contract. HR360 will also be responsible for compliance and adherence with the City and County of San Francisco fund management policies to ensure project success.

Staff Management for this program consists of primary human resource management processes and will be coordinated with the Anchor Program Director. It will include managing HR360 employee benefits; monitoring HR360 employee training, skill development, and performance evaluations on regular basis, and implementing HR360 employee discipline when necessary.

A. **Fiscal Management:** Fiscal management team assigned to the Anchor Program will include a Budget Manager, a Financial Analyst, and an Accounts Payable Specialist. These staff will work closely with the SFDPH Program Administrator and the Anchor Program Director. The HR360 Budget Manager, in collaboration with the SFDPH Program Administrator, will serve as the lead team member assigned to the contract and will oversee all fiscal management activities. In addition the Budget Manager will issue and monitor all subcontracts and consultant agreements. The Financial Analyst (FA), working closely with the Accounts Payable Specialist and the SFDPH Program Administrator, will be responsible for monthly expenses and annual cost reporting, including the tracking of all costs against each cost center's budget, generating invoices on a monthly basis to SFDPH, and providing oversight and assurance that all expenses are charged and invoiced appropriately. The FA in conjunction with the Budget Manager will also provide a monthly statement of activities, assistance with budget modifications, and be responsible for final financial reconciliation and reporting. In addition the FA and Accounts Payable Specialist are responsible for vendor management, including ensuring vendors are set up correctly with required documentation.

B. Staff Management/Human Resources: Human Resources management team assigned to the Anchor Program will include a Budget Manager and the Human Resources Generalist. HR360 HR will oversee HR360 staff hired and assigned to the project. HR360 staff will at all times be under the direction and control of HR360 management or other supervision as determined by the Anchor Program Director. They will provide hands on, comprehensive training to all employees so they are familiar with HR360's HR policies and procedures in order to provide comprehensive supervision to HR360 contracted employees. The staff on this project is administrative staff and will not be responsible for project work or data.

C. The Anchor Program Staff:

- 1.0 FTE Therapist: Delivers Case Management/Brokerage, Crisis Management, Mental Health Services, and Outreach to a high risk population of dually diagnosed individuals.
- 1.0 FTE Administrative Assistant: Supervise subordinate staff such as the peer interns, sign timesheets, and provide Avatar data entry and scheduling support.
- 1.0 FTE Peer Advocate: Light clerical duties, facilitation of peer support and socialization groups, other duties as assigned by the Administrative Assistant.

7. Objectives and Measurements:

Fiscal Intermediary Objectives: All objectives, and descriptions of how objectives will be measured, are contained in the document entitled DPH Fiscal Intermediary Performance Objectives FY16-17.

Service Objectives: The program will target 40 to 60 individuals with developmental disabilities, including mental retardation, cerebral palsy, epilepsy, autism and related conditions. These individuals are frequent users of emergency and inpatient mental health services. To be considered for the project the individuals must have a history of multiple admissions to the psychiatric emergency services and inpatient facilities, a history of unsuccessful community placement, drug and alcohol use, and behavioral problems.

8. Continuous Quality Assurance and Improvement:

DPH staff will monitor contract compliance through the Business Office of Contract Compliance (BOCC), ensuring compliance with Health Commission policies, and all contractor requirements including, but not limited to, Harm Reduction, and Health Insurance Portability and Accountability Act (HIPAA). HR360's own CQI activities will monitor, enhance, and improve the quality of fiscal management and program services delivered.

9. Required Language: N/A.



1. Program Name: Community Oriented Primary Care (COPC) FI Services

Address: 25 Van Ness Ave, #500
City, State, ZIP: San Francisco, CA 94102
Telephone: 415-437-6346

Contractor Address: 1735 Mission St.
City, State, ZIP: San Francisco, CA 94103
Person Completing this Narrative: Nick Hancock
Telephone: 415-255-3776
Email Address: nick.hancock@sfdph.org

2. Nature of Document:

New Renewal Modification

3. Goal Statement: HealthRIGHT 360 (HR360), in collaboration with the San Francisco Department of Public Health (SFPDH), will provide fiscal and human resource management services, subcontractors, consultants, and staff in support of the Community Oriented Primary Care (COPC)'s Medical Respite and Sobering Center program and Nutrition Consultation services on behalf of COPC to San Francisco shelters.

4. Priority Population: Fiscal management services will be provided to COPC's Medical Respite and Sobering Center program. Program management, clinical oversight through chart review and consultation, and help triaging referrals from the hospital will be provided to the Medical Respite and Sobering Center program. Nutrition Consultation services will be provided to shelters regarding meal planning for the shelters.

5. Modality(s)/Intervention(s): HR360 will facilitate services related to grantee project compliance, data importation, fiscal management, and quality improvement activities. HR360 will provide administrative support to subcontractors, consultants and staff engaged in the COPC's Medical Respite/Sobering Center and Nutrition Consultation activities. HR360 is responsible for its subcontractors', consultants', and staff performance. Subcontractors, consultants, and staff will work toward COPC's Medical Respite/Sobering Center and Nutrition Consultation goals in close collaboration with SFPDH staff. In addition, HR360 will use Generally Accepted Accounting Principles (GAAP) and the agency's own Accounting Policies and Procedures to:

- Protect the assets of the organization and of the contract;
- Ensure the maintenance of accurate records of HR360's financial activities;
- Provide a framework for HR360's financial decision making;
- Establish and enforce operating standards and behavioral expectations;
- Serve as a training resource for financial staff; and
- Ensure compliance with federal, state, local, and DPH legal, contractual, and reporting requirements.

A unit of service for this contract is one month of fiscal management/intermediary and human resources services.

Units of Service (UOS) Description	Units of Service (UOS)	Number of Contacts (NOC)
7/1/2016-06/30/2017 To provide one month of Fiscal Intermediary Services to support staff who manage COPC's Medical Respite/Sobering Center and Nutrition Consultation services	12	
Total Services Delivered	12	N/A

6. Methodology:

HR360 will provide fiscal management/intermediary administrative services, subcontractors, consultants, and staff to support COPC's Medical Respite/Sobering Center and Nutrition Consultation services. This will be a collaborative project with close coordination with the SFDPH and the Chief Operations Officer of COPC.

Fiscal Management for this program consists of developing and monitoring the budget; managing employee payroll and benefits; managing programmatic expenditures such as invoice payments and travel reimbursements according to budget plan; executing contractual agreements and maintaining all program documentation as related to this contract. HR360 will also be responsible for compliance and adherence with the City and County of San Francisco fund management policies to ensure project success.

Staff Management for this program consists of primary human resource management processes and will be coordinated with the Chief Operations Officer of COPC. It will include managing HR360 employee benefits; monitoring HR360 employee training, skill development, and performance evaluations on regular basis, and implementing HR360 employee discipline when necessary.

A. Fiscal Management: Fiscal management team assigned to Continuum of HIV Prevention, Care, and Treatment will include a Budget Manager, a Financial Analyst, and an Accounts Payable Specialist. These staff will work closely with the SFDPH Program Administrator and the Chief Operations Officer of COPC. The HR360 Budget Manager, in collaboration with the SFDPH Program Administrator, will serve as the lead team member assigned to the contract and will oversee all fiscal management activities. In addition the Budget Manager will issue and monitor all subcontracts and consultant agreements. The Financial Analyst (FA), working closely with the Accounts Payable Specialist and the SFDPH Program Administrator, will be responsible for monthly expenses and annual cost reporting, including the tracking of all costs against each cost center's budget, generating invoices on a monthly basis to SFDPH, and providing oversight and assurance that all expenses are charged and invoiced appropriately. The FA in conjunction with the Budget Manager will also provide a monthly statement of activities, assistance with budget modifications, and be responsible for final financial reconciliation and reporting. In addition the FA and

Accounts Payable Specialist are responsible for vendor management, including ensuring vendors are set up correctly with required documentation.

B. Staff Management/Human Resources: Human Resources management team assigned to COPC's Medical Respite/Sobering Center and Nutrition Consultation services will include a Budget Manager and the Human Resources Generalist. HR360 HR will oversee HR360 staff hired and assigned to the project. HR360 staff will at all times be under the direction and control of HR360 management or other supervision as determined by the Chief Operations Officer of COPC. They will provide hands on, comprehensive training to all employees so they are familiar with HR360's HR policies and procedures in order to provide comprehensive supervision to HR360 contracted employees. The staff on this project is administrative staff and will not be responsible for project work or data.

C. COPC FI Services Subcontract Positions:

- UCSF Physician will serve as the Medical Respite and Sobering Center Director providing leadership, along with the Administrative Director, and clinical consultation. The Medical Respite and Sobering Center provides specialized healthcare services to homeless patients in San Francisco. The Center serves as an important discharge option for San Francisco General and private hospitals as well as a drop off point for individuals with chronic alcoholism in need of stabilization services.
- The Registered Dietician will provide nutrition consultation services to shelters primarily in the Tenderloin and SOMA neighborhoods.

7. Objectives and Measurements:

Fiscal Intermediary Objectives: All objectives, and descriptions of how objectives will be measured, are contained in the document entitled DPH Fiscal Intermediary Performance Objectives FY16-17.

Service Objectives: These are administrative positions providing infrastructure support. Service deliverables measured in staff hours.

8. Continuous Quality Assurance and Improvement:

DPH staff will monitor contract compliance through the Business Office of Contract Compliance (BOCC), ensuring compliance with Health Commission policies, and all contractor requirements including, but not limited to, Harm Reduction, and Health Insurance Portability and Accountability Act (HIPAA). HR360's own CQI activities will monitor, enhance, and improve the quality of fiscal management and program services delivered.

9. Required Language: N/A.



1. Program Name: San Francisco Street Violence Intervention and Prevention (SFSVIP) Program

Address: 150 Executive Park, Suite 1180
City, State, ZIP: San Francisco, CA 94134
Telephone: 415-762-0216

Contractor Address: 1735 Mission St.
City, State, ZIP: San Francisco, CA 94103
Person Completing this Narrative: Nick Hancock
Telephone: 415-255-3776
Email Address: nick.hancock@sfdph.org

2. Nature of Document:

New Renewal Modification

3. Goal Statement: HealthRIGHT 360 (HR360), in collaboration with the Mayor's Office and the San Francisco Department of Public Health (SFDPH), will provide fiscal and human resource management services, subcontractors, consultants, and staff in support of the San Francisco Street Violence Intervention and Prevention (SFSVIP) program.

4. Priority Population: At-risk, highly at-risk, and in-risk systems-involved youth ages 10-30. These youth may receive outreach services, diversion/intervention services or aftercare services as a result of hanging out in known hot spots, schools or community based altercations, support community events and wounding /violence incidence.

5. Modality(s)/Intervention(s): HR360 will provide administrative support to subcontractors, consultants and staff engaged in the SFSVIP activities. HR360 is responsible for its subcontractors', consultants', and staff performance. Subcontractors, consultants, and staff will work toward SFSVIP's goals in close collaboration with SFDPH staff. In addition, HR360 will use Generally Accepted Accounting Principles (GAAP) and the agency's own Accounting Policies and Procedures to:

- Protect the assets of the organization and of the contract;
- Ensure the maintenance of accurate records of HR360's financial activities;
- Provide a framework for HR360's financial decision making;
- Establish and enforce operating standards and behavioral expectations;
- Serve as a training resource for financial staff; and
- Ensure compliance with federal, state, local, and DPH legal, contractual, and reporting requirements.

A unit of service for this contract is one month of fiscal management/intermediary and human resources services.

Units of Service (UOS) Description	Units of Service (UOS)	Number of Contacts (NOC)
7/1/2016-06/30/2017 DPH Mode 60/78 NonMCal Client Support Exp.	4	
7/1/2016-06/30/2017 DPH MHSA Administration	1,077	
Total Services Delivered	1,081	N/A

6. **Methodology:** The Street Violence Intervention and Prevention program (SFSVIP) is a street outreach and crisis response program created to reduce and intervene in youth related street violence for the City and County of San Francisco. The program's vision is to successfully intervene and reduce youth related street violence by providing crisis response and street outreach to youth and young adults (ages 10 – 30) impacted by street violence. SFSVIP provides street outreach, crisis response, and community mobilization services.

HR360 will provide fiscal management/intermediary administrative services, subcontractors, consultants, and staff to support the SFSVIP team. This will be a collaborative project with close coordination with the SFDPH and the SFSVIP Program Director.

Fiscal Management for this program consists of developing and monitoring the budget; managing employee payroll and benefits; managing programmatic expenditures such as invoice payments and travel reimbursements according to budget plan; executing contractual agreements and maintaining all program documentation as related to this contract. HR360 will also be responsible for compliance and adherence with the City and County of San Francisco fund management policies to ensure project success.

Staff Management for this program consists of primary human resource management processes and will be coordinated with the SFSVIP Program Director. It will include managing HR360 employee benefits; monitoring HR360 employee training, skill development, and performance evaluations on regular basis, and implementing HR360 employee discipline when necessary.

A. **Fiscal Management:** Fiscal management team assigned to the SFSVIP program will include a Budget Manager, a Financial Analyst, and an Accounts Payable Specialist. These staff will work closely with the SFDPH Program Administrator and the SFSVIP Program Director. The HR360 Budget Manager, in collaboration with the SFDPH Program Administrator, will serve as the lead team member assigned to the contract and will oversee all fiscal management activities. In addition the Budget Manager will issue and monitor all subcontracts and consultant agreements. The Financial Analyst (FA), working closely with the Accounts Payable Specialist and the SFDPH Program Administrator, will be responsible for monthly expenses and annual cost reporting, including the tracking of all costs against each cost center's budget, generating invoices

on a monthly basis to SFDPH, and providing oversight and assurance that all expenses are charged and invoiced appropriately. The FA in conjunction with the Budget Manager will also provide a monthly statement of activities, assistance with budget modifications, and be responsible for final financial reconciliation and reporting. In addition the FA and Accounts Payable Specialist are responsible for vendor management, including ensuring vendors are set up correctly with required documentation.

B. Staff Management/Human Resources: Human Resources management team assigned to SFSVIP services will include a Budget Manager and the Human Resources Generalist. HR360 HR will oversee HR360 staff hired and assigned to the project. HR360 staff will at all times be under the direction and control of HR360 management or other supervision as determined by SFSVIP Program Director. They will provide hands on, comprehensive training to all employees so they are familiar with HR360's HR policies and procedures in order to provide comprehensive supervision to HR360 contracted employees. The staff on this project is administrative staff and will not be responsible for project work or data.

A. SFSVIP program staff:

1.0 FTE SFSVIP Director: Responsible to oversee the overall operation. The director oversees a citywide team of staff responsible for street outreach and crisis intervention in neighborhood corridors most impacted by street violence, and works closely with the Department of Public Health's Crisis Response Team and San Francisco Police Department as the point of contact for the City and County's crisis response system.

1.0 FTE Street Outreach Manager: The Street Violence Prevention Outreach Manager oversees the outreach and staffing operations of the San Francisco Street Violence Intervention Program. The Street Outreach Manager supervises the SFSVIP team of staff responsible for street outreach and crisis intervention in various SF neighborhoods. The Outreach Manager works closely with the SFSVIP Director, Department of Public Health's Crisis Response Team and San Francisco Police Department staff for all prevention and outreach operations.

1.0 FTE Crisis Response Manager: The Crisis Response Manager will ensure that the SFSVIP team appropriately responds to crisis in various SF neighborhoods. The Crisis Response Manager will work closely with the Director, Street Outreach Manager, Department of Public Health's Crisis Response Team and San Francisco Police Department staff for all prevention and outreach operations.

2.0 FTE Community Mediator: The Community Mediator works closely with the Department of Public Health's Crisis Response Team and San Francisco Police Department staff to deploy staff for prevention and intervention in street violence and to assure proper referrals and linkages to interested clients.

4.0 FTE Violence Prevention Services Coordinator: The Violence Prevention Services Coordinator is responsible to coordinate SVIP daily operations and deploy staff to participate in street outreach; public education and community mobilization in his/her designated area (zone). This position has the skills and abilities of the three positions under his/her supervision. This position has the abilities to instruct staff how to conduct outreach, coordinate groups/workshops, how to facilitate conflict mediations, respond to crisis situations. This position also works with at risk, in risk and high risk youth. This person has a credible reputation in all of the following neighborhoods. Western Addition/ South of Market & Tenderloin, Mission and Visitation Valley and Bayview-Hunter's Point/Potrero Hill and are able to quell tensions or violence within these neighborhoods.

4.0 FTE Street Outreach Worker – Intervener (III): The Street Outreach Worker Intervener has the skills and abilities to work with in-risk youth. This person coordinates and facilitates conflict mediations, responds to crisis situations and prevents further retaliation, if needed and are able to work under intense situations. This person has a credible reputation in all of the following neighborhoods- Western Addition/ South of Market & Tenderloin, Mission and Visitation Valley and Bayview-Hunter's Point/Potrero Hill and are able to quell tensions or violence within these neighborhoods. They are still responsible for the other functions of a street outreach worker and it is not expected of them to only focus on group facilitation. This allows each team the ability to have groups conducted in their assigned zone.

4.0 FTE Street Outreach Worker - Facilitator (II): The Street Outreach Worker Facilitator has the skills and abilities to facilitate and coordinate groups/workshops, act as a spokesperson for SVIP during meetings, assist their coordinator with administrative functions for the team, work with high-risk youth and have the ability to communicate with in-risk youth. They are still responsible for the other functions of a street outreach worker.

12.0 FTE Street Outreach Worker (I): The Street Outreach Worker has the skill and ability to conduct street outreach, in which they will become more familiar with at-risk youth in the zone they are assigned. They will be shadowing other levels, in order to learn advanced skills, such as group facilitation, mediation and crisis response. (If need be we would like to have the ability to hire one outreach position that does not clear the HR360 vehicle insurance be able to clear however must be able to clear with within two years from the time of hire. They will be hired on a provisional basis, with a signed contract.

7. Objectives and Measurements:

Fiscal Intermediary Objectives: All objectives, and descriptions of how objectives will be measured, are contained in the document entitled DPH Fiscal Intermediary Performance Objectives FY16-17.

Service Objectives:

- 100 youth will receive SFSVIP referral services (RDA Data Summary)
- 85% of participants will receive at least one successful referral (RDA Data Summary)

- 150 youth will receive Intensive mentorship services (RDA Data Summary)
- The Crisis Response Manager will respond to 100% of the cases within the 30 days of a violent act perpetrated on an individual and will provide referral services to CRT, a mental health program in the community, to the District Attorney's Victims Services or an identified community based agency (RDA Report), if needed.
- 240 youth/young adults will receive conflict resolution mediations (RDA Report)

8. Continuous Quality Assurance and Improvement:

DPH staff will monitor contract compliance through the Business Office of Contract Compliance (BOCC), ensuring compliance with Health Commission policies, and all contractor requirements including, but not limited to, Harm Reduction, and Health Insurance Portability and Accountability Act (HIPAA). HR360's own CQI activities will monitor, enhance, and improve the quality of fiscal management and program services delivered.

9. Required Language: N/A.



Appendix B
Calculation of Charges

1. Method of Payment

A. Invoices furnished by CONTRACTOR under this Agreement must be in a form acceptable to the Contract Administrator and the CONTROLLER and must include the Contract Progress Payment Authorization number or Contract Purchase Number. All amounts paid by CITY to CONTRACTOR shall be subject to audit by CITY. The CITY shall make monthly payments as described below. Such payments shall not exceed those amounts stated in and shall be in accordance with the provisions of Section 5, COMPENSATION, of this Agreement.

Compensation for all SERVICES provided by CONTRACTOR shall be paid in the following manner. For the purposes of this Section, "General Fund" shall mean all those funds which are not Work Order or Grant funds. "General Fund Appendices" shall mean all those Appendices which include General Fund monies.

(1) Fee For Service (Monthly Reimbursement by Certified Units at Budgeted Unit Rates):

CONTRACTOR shall submit monthly invoices in the format attached, Appendix F, and in a form acceptable to the Contract Administrator, by the fifteenth (15th) calendar day of each month, based upon the number of units of service that were delivered in the preceding month. All deliverables associated with the SERVICES defined in Appendix A times the unit rate as shown in the Appendices cited in this paragraph shall be reported on the invoice(s) each month. All charges 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) Cost Reimbursement (Monthly Reimbursement for Actual Expenditures within Budget):

CONTRACTOR shall submit monthly invoices in the format attached, Appendix F, and in a form acceptable to the Contract Administrator, by the fifteenth (15th) calendar day of each month for reimbursement of the actual costs for SERVICES of the 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.

B. Final Closing Invoice

(1) Fee For Service Reimbursement:

A final closing invoice, clearly marked "FINAL," shall be submitted no later than forty-five (45) calendar days following the closing date of each fiscal year of the Agreement, and shall include only those SERVICES rendered during the referenced period of performance. If SERVICES are not invoiced during this period, all unexpended funding set aside for this Agreement will revert to CITY. CITY'S final reimbursement to the CONTRACTOR at the close of the Agreement period shall be adjusted to conform to actual units certified multiplied by the unit rates identified in Appendix B attached hereto, and shall not exceed the total amount authorized and certified for this Agreement.

(2) Cost Reimbursement:

A final closing invoice, clearly marked "FINAL," shall be submitted no later than forty-five (45) calendar days following the closing date of each fiscal year 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.

C. Payment shall be made by the CITY to CONTRACTOR at the address specified in the section entitled "Notices to Parties."

D. Upon execution of this Agreement, contingent upon prior approval by the CITY'S Department of Public Health of each year's revised Appendix A (Description of Services) and each year's revised Appendix B (Program Budget and Cost Reporting Data Collection Form), and within each fiscal year, the CITY agrees to make an initial payment to CONTRACTOR not to exceed twenty-five per cent (25%) of the General Fund and Prop63 portion of the CONTRACTOR'S allocation for the applicable fiscal year.

CONTRACTOR agrees that within that fiscal year, this initial payment shall be recovered by the CITY through a reduction to monthly payments to CONTRACTOR during the period of October 1, 2016 through June 30, 2017 of the applicable fiscal year, unless and until CONTRACTOR chooses to return to the CITY all or part of the initial payment for that fiscal year. The amount of the initial payment recovered each month shall be calculated by dividing the total initial payment for the fiscal year by the total number of months for recovery. Any termination of this Agreement, whether for cause or for convenience, will result in the total outstanding amount of the initial payment for that fiscal year being due and payable to the CITY within thirty (30) calendar days following written notice of termination from the CITY.

2. Program Budgets and Final Invoice

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

- Appendix B-1 CBHS CYF Care management
- Appendix B-2 CBHS CYF Family Mosaic Project
- Appendix B-3 CBHS CYF Foster Care Migration
- Appendix B-4 CBHS CYF SPMP Foster Care
- Appendix B-5 CBHS BHS Mental Health Services
- Appendix B-6 CBHS BHS Substance Abuse (SA) Services
- Appendix B-7 CBHS Drug Court Treatment Center
- Appendix B-8 CBHS Treatment Access Program (TAP)
- Appendix B-9 Project Homeless Connect
- Appendix B-10 The Anchor Program
- Appendix B-11 Community Oriented Primary Care (COPC) FI Services
- Appendix B-12 Street Violence Intervention & Prevention

B. *COMPENSATION*

Compensation shall be made in monthly payments on or before the 30th day after the DIRECTOR, in his or her sole discretion, has approved the invoice submitted by CONTRACTOR. The breakdown of costs and sources of revenue associated with this Agreement appears in Appendix B, Cost Reporting/Data Collection (CR/DC) and Program Budget, attached hereto and incorporated by reference as though fully set forth herein. The maximum dollar obligation of the CITY under the terms of this Agreement shall not exceed **Sixty Two Million Seven Hundred Ninety Seven Thousand Seven Hundred Ninety Six Dollars (\$62,797,796)** for the period of January 1, 2014 through December 31, 2018.

CONTRACTOR understands that, of this maximum dollar obligation, \$6,728,335 is included as a contingency amount and is neither to be used in Appendix B, Budget, or available to CONTRACTOR without a modification to this Agreement executed in the same manner as this Agreement or a revision to Appendix B, Budget, which has been approved by the Director of Health. 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 the Controller. CONTRACTOR agrees to fully comply with these laws, regulations, and policies/procedures.

(1) For each fiscal year of the term of this Agreement, CONTRACTOR shall submit for approval of the CITY's Department of Public Health a revised Appendix A, Description of Services, and a revised Appendix B, Program Budget and Cost Reporting Data Collection form, based on the CITY's allocation of funding for SERVICES for the appropriate fiscal year. CONTRACTOR shall create these Appendices in compliance with the instructions of the Department of Public Health. These Appendices shall apply only to the fiscal year for which they were created. These Appendices shall become part of this Agreement only upon approval by the CITY.

(2) CONTRACTOR understands that, of the maximum dollar obligation stated above, the total amount to be used in Appendix B, Budget and available to CONTRACTOR for the entire term of the contract is as follows, notwithstanding that for each fiscal year, the amount to be used in Appendix B, Budget and

available to CONTRACTOR for that fiscal year shall conform with the Appendix A, Description of Services, and a Appendix B, Program Budget and Cost Reporting Data Collection form, as approved by the CITY's Department of Public Health based on the CITY's allocation of funding for SERVICES for that fiscal year.

January 1, 2014 through June 30, 2014	\$5,829,820
July 1, 2014 through June 30, 2015	\$10,992,618
July 1, 2015 through June 30, 2016	\$9,828,156
July 1, 2016 through June 30, 2017	\$9,205,335
July 1, 2017 through June 30, 2018	\$13,475,688
July 1, 2018 through December 31, 2018	\$6,737,844
January 1, 2014 through December 31, 2018	\$56,069,461
Contingency	\$6,728,335
January 1, 2014 through December 31, 2018	\$62,797,796

(3) CONTRACTOR understands that the CITY may need to adjust sources of revenue and agrees that these needed adjustments will become part of this Agreement by written modification to CONTRACTOR. In event that such reimbursement is terminated or reduced, this Agreement shall be terminated or proportionately reduced accordingly. In no event will CONTRACTOR be entitled to compensation in excess of these amounts for these periods without there first being a modification of the Agreement or a revision to Appendix B, Budget, as provided for in this section of this Agreement.

C. CONTRACTOR agrees to comply with its Budget as shown in 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. No costs or 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 the DIRECTOR 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.

E. In no event shall the CITY be liable for interest or late charges for any late payments.

F. CONTRACTOR understands and agrees that should the CITY'S maximum dollar obligation under this Agreement include State or Federal Medi-Cal revenues, CONTRACTOR shall expend such revenues in the provision of SERVICES to Medi-Cal eligible clients in accordance with CITY, State, and Federal Medi-Cal regulations. Should CONTRACTOR fail to expend budgeted Medi-Cal revenues herein, the CITY'S maximum dollar obligation to CONTRACTOR shall be proportionally reduced in the amount of such unexpended revenues. In no event shall State/Federal Medi-Cal revenues be used for clients who do not qualify for Medi-Cal reimbursement.



DPH 1: Department of Public Health Contract Budget Summary

ICS Legal Entity Number: 00348

Prepared By/Phone #: Paul Kroger / 415-912-1820

CMS #7429

Contractor Name: **HealthRIGHT 360 (Fiscal Intermediary)**

Summary Page 1 of 2

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Appendix Number	B-1	B-2	B-3	B-4	B-5
Program Name	CYF Care Management	CYF Family Mosaic Project	CYF Fostercare Migration	CYF SPMP Fostercare	BHS MH Services
Provider Number	00038	00038	00038	00038	00038
FUNDING TERM	7/1/16-6/30/17	7/1/16-6/30/17	7/1/16-6/30/17	7/1/16-6/30/17	7/1/16-6/30/17
FUNDING USES					
Salaries & Employee Benefits	421,722	508,874	-	397,220	518,722
Operating Expenses	3,001	2,341	128,048	-	-
Capital Expenses	-	-	-	-	-
Subtotal Direct Expenses	424,723	511,215	128,048	397,220	518,722
Indirect Expenses	46,720	56,234	14,085	43,698	57,118
Indirect %	11.00%	11.00%	11.00%	11.00%	11.00%
TOTAL FUNDING USES	471,443	567,449	142,133	440,916	575,722
BHS MENTAL HEALTH FUNDING SOURCES					
	FAMIS				
MH COUNTY - General Fund	HMHMCC730515	-	-	-	471,443
MH STATE - MH Realignment	HMHMCC730515	-	-	-	-
MH STATE - MHSA WET Project	PMHS63-1708	-	-	-	-
MH STATE - MHSA INN Project	PMHS63-1713	-	-	-	104,722
MH STATE - Family Mosaic Capitated	HMHMCP8828CH	-	337,626	-	-
MH COUNTY - General Fund CYF	HMHMCP751594	385,393	34,705	-	65,305
MH COUNTY - General Fund CYF WO CODB	HMHMCP751594	-	-	3,467	9,161
MH WORK ORDER - CFC Pre-School	HMHMCHPFAPWO	26,050	-	-	-
MH WORK ORDER - HSA Fostercare	HMHMCHFOSTWO	-	-	138,666	-
MH WORK ORDER - HSA EPSDT GF Match	HMHMCHMTEPWO	-	-	-	366,450
MH WORK ORDER - SFCFC First Five	HMHMCHPTINWO	60,000	-	-	-
MH FED - SAMHSA FMP Grant, CFDA 93.958	HMM007-1702	-	195,118	-	-
TOTAL BHS MENTAL HEALTH FUNDING SOURCES	471,443	567,449	142,133	440,916	575,722
BHS SUBSTANCE ABUSE FUNDING SOURCES					
	FAMIS				
SA STATE - PSR Drug Court	HMHSCCRES227	-	-	-	-
SA COUNTY - General Fund	HMHSCCRES227	-	-	-	-
TOTAL BHS SUBSTANCE ABUSE FUNDING SOURCES	-	-	-	-	-
OTHER DPH FUNDING SOURCES					
	FAMIS				
Community Health - DCYF CRN Work Order	HCHCCHCCRNWO	-	-	-	-
COPC - Tom Waddell General Fund	HCHAPTWUHCGF	-	-	-	-
COPC - Medical Respite General Fund	HCHAPMEDRESP	-	-	-	-
TOTAL OTHER DPH FUNDING SOURCES	-	-	-	-	-
TOTAL DPH FUNDING SOURCES	471,443	567,449	142,133	440,916	575,722
NON-DPH FUNDING SOURCES					
	FAMIS				
HOM - DSHS General Fund	HOMELESSCPGF	-	-	-	-
TOTAL NON-DPH FUNDING SOURCES	-	-	-	-	-
TOTAL FUNDING SOURCES (DPH AND NON-DPH)	471,443	567,449	142,133	440,916	575,722

Appendix Number	B-8	B-9	B-10	B-11	B-12
Program Name	Treatment Access Program	Project Homeless Connect	Anchor Program	COPC FI Services	Street Viole Intervention Preventio
Provider Number	383800	n/a	3880	n/a	See CRDC
FUNDING TERM	7/1/16-6/30/17	7/1/16-6/30/17	7/1/16-6/30/17	7/1/16-6/30/17	7/1/16-6/30/17
FUNDING USES					
Salaries & Employee Benefits	796,686	1,022,123	177,184	-	1,948,0
Operating Expenses	34,240	10,343	18,718	197,342	666,0
Capital Expenses	-	-	-	-	90,0
Subtotal Direct Expenses	832,926	1,032,466	195,902	197,342	2,704,0
Indirect Expenses	91,622	113,572	21,548	21,707	297,0
Indirect %	11.00%	11.00%	11.00%	11.00%	11.00%
TOTAL FUNDING USES	924,548	1,146,038	217,450	219,049	3,002,5
Contract-Wide Empl					
BHS MENTAL HEALTH FUNDING SOURCES					
	FAMIS				
MH COUNTY - General Fund	HMHMCC730515	-	172,560	-	80,0
MH STATE - MH Realignment	HMHMCC730515	-	44,890	-	-
MH STATE - MHSA WET Project	PMHS63-1708	-	-	-	107,0
MH STATE - MHSA INN Project	PMHS63-1713	-	-	-	-
MH STATE - Family Mosaic Capitated	HMHMCP8828CH	-	-	-	-
MH COUNTY - General Fund CYF	HMHMCP751594	-	-	-	-
MH COUNTY - General Fund CYF WO CODB	HMHMCP751594	-	-	-	-
MH WORK ORDER - CFC Pre-School	HMHMCHPFAPWO	-	-	-	-
MH WORK ORDER - HSA Fostercare	HMHMCHFOSWO	-	-	-	-
MH WORK ORDER - HSA EPSDT GF Match	HMHMCHMTEPWO	-	-	-	-
MH WORK ORDER - SFCFC First Five	HMHMCHPTINWO	-	-	-	-
MH FED - SAMHSA FMP Grant, CFDA 93.958	HMM007-1702	-	-	-	-
TOTAL BHS MENTAL HEALTH FUNDING SOURCES		-	217,450	-	188,0
BHS SUBSTANCE ABUSE FUNDING SOURCES					
	FAMIS				
SA STATE - PSR Drug Court	HMHSCCRES227	-	-	-	-
SA COUNTY - General Fund	HMHSCCRES227	924,548	-	-	-
TOTAL BHS SUBSTANCE ABUSE FUNDING SOURCES		924,548	-	-	-
OTHER DPH FUNDING SOURCES					
	FAMIS				
Community Health - DCYF CRN Work Order	HCHCCHCCRNWO	-	-	-	2,814,0
COPC - Tom Waddell General Fund	HCHAPTWUHCGF	-	-	35,000	-
COPC - Medical Respite General Fund	HCHAPMEDRESP	-	-	184,049	-
TOTAL OTHER DPH FUNDING SOURCES		-	-	219,049	2,814,0
TOTAL DPH FUNDING SOURCES		924,548	-	217,450	3,002,5
NON-DPH FUNDING SOURCES					
	FAMIS				
HOM - DSHS General Fund	HOMELESSCPGF	HOMELESSCPGF	1,146,038	-	-
TOTAL NON-DPH FUNDING SOURCES			1,146,038	-	-
TOTAL FUNDING SOURCES (DPH AND NON-DPH)		924,548	1,146,038	217,450	3,002,5

DPH 2: Department of Public Health Cost Reporting/Data Collection (CRDC)

Contractor Name: HealthRIGHT 360 (Fiscal Intermediary)					
Provider/Program Name: CYF Care Management				Page 1	
Provider Number: 00038					
Program Name	CBHS CYF Care Management	CBHS CYF Care Management	CBHS CYF Care Management		
Program Code	38CX	38CX	38CX		
Mode/SFC (MH) or Modality (SA)	60/78	60/78	60/78		
Service Description	Other Non-MediCal Client Support Exp	Other Non-MediCal Client Support Exp	Other Non-MediCal Client Support Exp		
FUNDING TERM	7/1/16-6/30/17	7/1/16-6/30/17	7/1/16-6/30/17		
FUNDING USES					
Salaries & Employee Benefits	344,200	23,468	54,054	-	-
Operating Expenses	3,001	-	-	-	-
Capital Expenses	-	-	-	-	-
Subtotal Direct Expenses	347,201	23,468	54,054	-	-
Indirect Expenses	38,192	2,582	5,946	-	-
TOTAL FUNDING USES	385,393	26,050	60,000	-	-
BHS MENTAL HEALTH FUNDING SOURCES					
FAMIS					
MH COUNTY - General Fund CYF	HMHMCP751594	385,393			
MH WORK ORDER - CFC Pre-School	HMHMCHPFAPWO		26,050		
MH WORK ORDER - SFCFC First Five	HMHMCHPTINWO			60,000	
TOTAL BHS MENTAL HEALTH FUNDING SOURCES		385,393	26,050	60,000	-
BHS SUBSTANCE ABUSE FUNDING SOURCES					
TOTAL BHS SUBSTANCE ABUSE FUNDING SOURCES					
OTHER DPH FUNDING SOURCES					
TOTAL OTHER DPH FUNDING SOURCES					
TOTAL DPH FUNDING SOURCES		385,393	26,050	60,000	-
NON-DPH FUNDING SOURCES					
TOTAL NON-DPH FUNDING SOURCES					
TOTAL FUNDING SOURCES (DPH AND NON-DPH)		385,393	26,050	60,000	-
BHS UNITS OF SERVICE AND UNIT COST					
Number of Beds Purchased (if applicable)					
SA Only - Non-Res 33 - ODF # of Group Sessions (classes)					
SA Only - Licensed Capacity for Medi-Cal Provider with NTP					
Cost Reimbursement (CR) or Fee-For-Service (FFS)					
	CR	CR	CR		
Units of Service	9,273	607	1,840		
Unit Type	Staff Hour	Staff Hour	Staff Hour		
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES Only)	41.56	42.92	32.61		
Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES)	41.56	42.92	32.61		
Published Rate (Medi-Cal Providers Only)					
Unduplicated Clients (UDC)	0	0	0		

DPH 4: Operating Expenses Detail

Contractor Name: HealthRIGHT 360 (Fiscal Intermediary)

Page 3

Program Name: CYF Care Management

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Expenditure Category	TOTAL	General Fund HMMHCP751594	CFC Pre-School Work Order HMMCHPFAPWO	SFCJC First Five Work Order HMMCHPTINWO
	Term: 7/1/16-6/30/17	Term: 7/1/16-6/30/17	Term: 7/1/16-6/30/17	Term: 7/1/16-6/30/17
Occupancy:				
Rent				
Utilities (Telephone, Electricity, Water, Gas)				
Building Repair/Maintenance				
Materials & Supplies:				
Office Supplies		2,500		
Photocopying				
Printing				
Program Supplies				
Computer Hardware/Software				
General Operating:				
Training/Staff Development				
Insurance				
Professional License				
Permits				
Equipment Lease & Maintenance				
Staff Travel:				
Local Travel				
Out-of-Town Travel				
Field Expenses		501		
Consultant/Subcontractor:				
Other:				

TOTAL OPERATING EXPENSE:

3,001

3,001



DPH 2: Department of Public Health Cost Reporting/Data Collection (CRDC)

Contractor Name: HealthRIGHT 360 (Fiscal Intermediary)

Provider/Program Name: CYF Family Mosaic Project

Page 1

Provider Number: 00038

Program Name	CBHS CYF Family Mosaic Project	CBHS CYF Family Mosaic Project	CBHS CYF Family Mosaic Project		
Program Code	8957	8957	8957		
Mode/SFC (MH) or Modality (SA)	60/78	60/78	60/78		
Service Description	Other Non-MediCal Client Support Exp	Other Non-MediCal Client Support Exp	Other Non-MediCal Client Support Exp		
FUNDING TERM	7/1/16-6/30/17	7/1/16-6/30/17	7/1/16-6/30/17		
FUNDING USES					
Salaries & Employee Benefits	31,265	302,998	174,611		
Operating Expenses	-	1,170	1,171		
Capital Expenses	-	-	-		
Subtotal Direct Expenses	31,265	304,168	175,782		
Indirect Expenses	3,440	33,458	19,336		
TOTAL FUNDING USES	34,705	337,626	195,118		
BHS MENTAL HEALTH FUNDING SOURCES					
		FAMIS			
MH STATE - Family Mosaic Capitated			337,626		
MH COUNTY - General Fund CYF	34,705				
MH FED - SAMHSA FMP Grant, CFDA 93.958				195,118	
TOTAL BHS MENTAL HEALTH FUNDING SOURCES	34,705	337,626	195,118		
BHS SUBSTANCE ABUSE FUNDING SOURCES					
TOTAL BHS SUBSTANCE ABUSE FUNDING SOURCES					
OTHER DPH FUNDING SOURCES					
TOTAL OTHER DPH FUNDING SOURCES					
TOTAL DPH FUNDING SOURCES	34,705	337,626	195,118		
NON-DPH FUNDING SOURCES					
TOTAL NON-DPH FUNDING SOURCES					
TOTAL FUNDING SOURCES (DPH AND NON-DPH)	34,705	337,626	195,118		
BHS UNITS OF SERVICE AND UNIT COST					
Number of Beds Purchased (if applicable)					
SA Only - Non-Res 33 - ODF # of Group Sessions (classes)					
SA Only - Licensed Capacity for Medi-Cal Provider with NTP					
Cost Reimbursement (CR) or Fee-For-Service (FFS)					
Units of Service	CR	CR	CR		
Unit Type	2,364	7,065	4,608		
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES Only)	Staff Hour	Staff Hour	Staff Hour		
Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES)	14.68	47.79	42.34		
Published Rate (Medi-Cal Providers Only)	14.68	47.79	42.34		
Unduplicated Clients (UDC)					
	0	0	0		

DPH 4: Operating Expenses Detail

Contractor Name: HealthRIGHT 360 (Fiscal Intermediary)

Page 3

Program Name: CYF Family Mosaic Project

Expenditure Category	TOTAL	General Fund HMMHCP751594	Capitated Medi-Cal HMMHCP8828CH	SAMHSA FMP Grant HMM007-1702
	Term: 7/1/16-6/30/17	Term: 7/1/16-6/30/17	Term: 7/1/16-6/30/17	Term: 7/1/16-6/30/17
Occupancy:				
Rent	-			
Utilities (Telephone, Electricity, Water, Gas)	-			
Building Repair/Maintenance	-			
Materials & Supplies:				
Office Supplies	670		670	
Photocopying	-			
Printing	-			
Program Supplies				1,171
Computer Hardware/Software				
General Operating:				
Training/Staff Development				
Insurance:				
Professional License				
Permits				
Equipment Lease & Maintenance				
Staff Travel:				
Local Travel				
Out-of-Town Travel				
Field Expenses	500		500	
Consultant/Subcontractor:				
	-			
Other:				
	-			
	-			

TOTAL OPERATING EXPENSE

2,341

1,170

1,171

DPH 2: Department of Public Health Cost Reporting/Data Collection (CRDC)

Contractor Name: HealthRIGHT 360 (Fiscal Intermediary)

Provider/Program Name: CYF Fostercare Migration

Page 1

Provider Number: 00038

Program Name	CBHS CYF Fostercare Migration				
Program Code	8997				
Mode/SFC (MH) or Modality (SA)	6078				
Service Description	Other Non-MediCal Client Support Exp				
FUNDING TERM	7/1/16-6/30/17				
FUNDING USES					
Salaries & Employee Benefits	-				
Operating Expenses	128,048				
Capital Expenses	-				
Subtotal Direct Expenses	128,048				
Indirect Expenses	14,085				
TOTAL FUNDING USES	142,133				
BHS MENTAL HEALTH FUNDING SOURCES		FAMIS			
MH COUNTY - General Fund CYF WO CODB	HMHMCP751594	3,467			
MH WORK ORDER - HSA Fostercare	HMHMCHPOSTWO	138,666			
TOTAL BHS MENTAL HEALTH FUNDING SOURCES		142,133			
BHS SUBSTANCE ABUSE FUNDING SOURCES					
TOTAL BHS SUBSTANCE ABUSE FUNDING SOURCES					
OTHER DPH FUNDING SOURCES					
TOTAL OTHER DPH FUNDING SOURCES					
TOTAL DPH FUNDING SOURCES		142,133			
NON-DPH FUNDING SOURCES					
TOTAL NON-DPH FUNDING SOURCES					
TOTAL FUNDING SOURCES (DPH AND NON-DPH)		142,133			
BHS UNITS OF SERVICE AND UNIT COST					
Number of Beds Purchased (if applicable)					
SA Only - Non-Res 33 - ODF # of Group Sessions (classes)					
SA Only - Licensed Capacity for Medi-Cal Provider with NTP					
Cost Reimbursement (CR) or Fee-For-Service (FFS)	CR				
Units of Service	3,530				
Unit Type	Staff Hour				
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES Only)	40.26				
Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES)	40.26				
Published Rate (Medi-Cal Providers Only)	-				
Unduplicated Clients (UDC)	0				

DPH 4: Operating Expenses Detail

Contractor Name: HealthRIGHT 360 (Fiscal Intermediary)

Page 3

Program Name: CYF Fostercare Migration

Expenditure Category	TOTAL	HSA Fostercare WO HMHMCHFOSTWO & GF WO CODB HMMHCP751594		
	Term: 7/1/16-6/30/17	Term: 7/1/16-6/30/17	Term:	Term:
Occupancy:				
Rent				
Utilities (Telephone, Electricity, Water, Gas)				
Building Repair/Maintenance				
Materials & Supplies:				
Office Supplies	5,000	5,000		
Photocopying				
Printing				
Program Supplies	10,000	10,000		
Computer Hardware/Software				
General Operating:				
Training/Staff Development				
Insurance				
Professional License				
Permits				
Equipment Lease & Maintenance				
Staff Travel:				
Local Travel				
Out-of-Town Travel				
Field Expenses	5,000	5,000		
Consultant/Subcontractor:				
Other:				
Temp Agency- 2 Temp Position at FCMHP (Crystal Cremer & Sabrina Su) \$30.60/hr paid to Temp Agency (July 2016-June 2017)	108,048	108,048		

TOTAL OPERATING EXPENSE

128,048

128,048

DPH 2: Department of Public Health Cost Reporting/Data Collection (CRDC)

Contractor Name: HealthRIGHT 360 (Fiscal Intermediary)					
Provider/Program Name: CYF SPMP Fostercare				Page 1	Fu
Provider Number: 00038					
Program Name	CBHS CYF SPMP Fostercare	CBHS CYF SPMP Fostercare			
Program Code	8997	8997			
Mode/SFC (MH) or Modality (SA)	60/78	60/78			
Service Description	Other Non-MediCal Client Support Exp.	Other Non-MediCal Client Support Exp.			
FUNDING TERM	7/1/16-6/30/17	7/1/16-6/30/17			
FUNDING USES					
Salaries & Employee Benefits	58,832	338,388	-		
Operating Expenses	-	-	-		
Capital Expenses	-	-	-		
Subtotal Direct Expenses	58,832	338,388	-		
Indirect Expenses	6,473	37,223	-		
TOTAL FUNDING USES	65,305	375,611	-		
BHS MENTAL HEALTH FUNDING SOURCES					
FAMIS					
MH COUNTY - General Fund CYF	HMHMCP751594	65,305			
MH COUNTY - General Fund CYF WO CODB	HMHMCP751594		9,161		
MH WORK ORDER - HSA EPSDT GF Match	HMHMCHMTEPWO		366,450		
TOTAL BHS MENTAL HEALTH FUNDING SOURCES		65,305	375,611	-	
BHS SUBSTANCE ABUSE FUNDING SOURCES					
TOTAL BHS SUBSTANCE ABUSE FUNDING SOURCES					
OTHER DPH FUNDING SOURCES					
TOTAL OTHER DPH FUNDING SOURCES					
TOTAL DPH FUNDING SOURCES		65,305	375,611	-	
NON-DPH FUNDING SOURCES					
TOTAL NON-DPH FUNDING SOURCES					
TOTAL FUNDING SOURCES (DPH AND NON-DPH)		65,305	375,611	-	
BHS UNITS OF SERVICE AND UNIT COST					
Number of Beds Purchased (if applicable)					
SA Only - Non-Res 33 - ODF # of Group Sessions (classes)					
SA Only - Licensed Capacity for Medi-Cal Provider with NTP					
Cost Reimbursement (CR) or Fee-For-Service (FFS)	CR	CR			
Units of Service	825	4,696			
Unit Type	Staff Hour	Staff Hour			
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES Only)	79.16	79.99			
Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES)	79.16	79.99			
Published Rate (Medi-Cal Providers Only)	-	-			
Unduplicated Clients (UDC)	0	0			

DPH 4: Operating Expenses Detail

Contractor Name: HealthRIGHT 360 (Fiscal Intermediary)

Page 3

Program Name: CYF SPMP Fostercare

FI

Expenditure Category	TOTAL	General Fund: HMMHCP751594	HSA Children's Match WO HMMHCHMTCHWO & GF WO CODB HMMHCP751594	
	Term: 7/1/16-6/30/17	Term: 7/1/16-6/30/17	Term: 7/1/16-6/30/17	Term:
Occupancy:				
Rent	-			
Utilities (Telephone, Electricity, Water, Gas)	-			
Building Repair/Maintenance	-			
Materials & Supplies:				
Office Supplies	-			
Photocopying	-			
Printing	-			
Program Supplies	-			
Computer Hardware/Software	-			
General Operating:				
Training/Staff Development	-			
Insurance	-			
Professional License	-			
Permits	-			
Equipment Lease & Maintenance	-			
Staff Travel:				
Local Travel	-			
Out-of-Town Travel	-			
Field Expenses	-			
Consultant/Subcontractor:				
	-			
Other:				
	-			

TOTAL OPERATING EXPENSE

DPH 2: Department of Public Health Cos. Reporting/Data Collection (CRDC)

Contractor Name: HealthRIGHT 360 (Fiscal Intermediary)

Provider/Program Name: BHS MH Services

Page 1:

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Provider Number: 00038

Program Name	Sunnydale Community Facility	Medi-Cal Billing Clerks	Crisis Intervention	MH Administration
Program Code	n/a	n/a	n/a	n/a
Mode/SFC (MH) or Modality (SA)	60/78	60/78	60/78	40/00
Service Description	Other Non-MediCal Client Support Exp	Other Non-MediCal Client Support Exp	Other Non-MediCal Client Support Exp	MHSA Administration
FUNDING TERM	7/1/16-6/30/17	7/1/16-6/30/17	7/1/16-6/30/17	7/1/16-6/30/17
FUNDING USES				
Salaries & Employee Benefits	88,862	319,117	16,346	94,380
Operating Expenses	-	-	-	-
Capital Expenses	-	-	-	-
Subtotal Direct Expenses	88,862	319,117	16,346	94,380
Indirect Expenses	9,774	35,103	1,798	10,381
TOTAL FUNDING USES	98,636	354,220	18,144	104,761
BHS MENTAL HEALTH FUNDING SOURCES				
FAMIS				
MH COUNTY - General Fund	HMHMCC730515	98,636	354,220	18,144
MH STATE - MHSA INN Project	PMHS63-1713			104,761
TOTAL BHS MENTAL HEALTH FUNDING SOURCES		98,636	354,220	18,144
BHS SUBSTANCE ABUSE FUNDING SOURCES				
TOTAL BHS SUBSTANCE ABUSE FUNDING SOURCES		-	-	-
OTHER DPH FUNDING SOURCES				
TOTAL OTHER DPH FUNDING SOURCES		-	-	-
TOTAL DPH FUNDING SOURCES		98,636	354,220	18,144
NON-DPH FUNDING SOURCES				
TOTAL NON-DPH FUNDING SOURCES		-	-	-
TOTAL FUNDING SOURCES (DPH AND NON-DPH)		98,636	354,220	18,144
BHS UNITS OF SERVICE AND UNIT COST				
Number of Beds Purchased (if applicable)				
SA Only - Non-Res 33 - ODF # of Group Sessions (classes)				
SA Only - Licensed Capacity for Medi-Cal Provider with NTP				
Cost Reimbursement (CR) or Fee-For-Service (FFS)	CR	CR	CR	CR
Units of Service	1,840	12,881	221	1,840
Unit Type	Staff Hour	Staff Hour	Staff Hour	Staff Hour
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES Only)	53.61	27.50	82.10	56.94
Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES)	53.61	27.50	82.10	56.94
Published Rate (Medi-Cal Providers Only)	-	-	-	-
Unduplicated Clients (UDC)	0	0	0	0

DPH 4: Operating Expenses Detail

Contractor Name: HealthRIGHT 360 (Fiscal Intermediary)

Page 3

Program Name: BHS MH Services

Expenditure Category	TOTAL	Sunnydale Community Facility General Fund HMHMCC730515	Medi-Cal Billing Clerks General Fund HMHMCC730515	Crisis Intervention General Fund HMHMCC730515	MH Administration MHSA INN PMHS63-1713
	Term: 7/1/16-6/30/17	Term: 7/1/16-6/30/17	Term: 7/1/16-6/30/17	Term: 7/1/16-6/30/17	Term: 7/1/16-6/30/17
Occupancy:	-				
Rent	-				
Utilities (Telephone, Electricity, Water, Gas)	-				
Building Repair/Maintenance	-				
Materials & Supplies:	-				
Office Supplies	-				
Photocopying	-				
Printing	-				
Program Supplies	-				
Computer Hardware/Software	-				
General Operating:	-				
Training/Staff Development	-				
Insurance	-				
Professional License	-				
Permits	-				
Equipment Lease & Maintenance	-				
Staff Travel:	-				
Local Travel	-				
Out-of-Town Travel	-				
Field Expenses	-				
Consultant/Subcontractor:	-				
	-				
	-				
Other:	-				
	-				
	-				

TOTAL OPERATING EXPENSE

DPH 2: Department of Public Health Cost Reporting/Data Collection (CRDC)

Contractor Name: HealthRIGHT 360 (Fiscal Intermediary)

Provider/Program Name: BHS SA Services

Page 1

Funi

Provider Number: 383800

Program Name	OBOT Methadone Van	OBOT Harm Reduction Therapy Center	BHS Support		
Program Code	n/a	n/a	n/a		
Mode/SFC (MH) or Modality (SA)	Supt-00	Supt-00	Supt-00		
Service Description	SA-County Support	SA-County Support	SA-County Support		
FUNDING TERM	7/1/16-6/30/17	7/1/16-6/30/17	7/1/16-6/30/17		
FUNDING USES					
Salaries & Employee Benefits					
Operating Expenses	54,845	34,534	166,033		
Capital Expenses					
Subtotal Direct Expenses	54,845	34,534	166,033		
Indirect Expenses	6,033	3,799	18,264		
TOTAL FUNDING USES	60,878	38,333	184,297		
BHS MENTAL HEALTH FUNDING SOURCES					
TOTAL BHS MENTAL HEALTH FUNDING SOURCES					
BHS SUBSTANCE ABUSE FUNDING SOURCES FAMIS					
SA COUNTY - General Fund	HMHSCCRES227	60,878	38,333	184,297	
TOTAL BHS SUBSTANCE ABUSE FUNDING SOURCES					
OTHER DPH FUNDING SOURCES					
TOTAL OTHER DPH FUNDING SOURCES					
TOTAL DPH FUNDING SOURCES					
NON-DPH FUNDING SOURCES					
TOTAL NON-DPH FUNDING SOURCES					
TOTAL FUNDING SOURCES (DPH AND NON-DPH)					
BHS UNITS OF SERVICE AND UNIT COST					
Number of Beds Purchased (if applicable)					
SA Only - Non-Res 33 - ODF # of Group Sessions (classes)					
SA Only - Licensed Capacity for Medi-Cal Provider with NTP					
Cost Reimbursement (CR) or Fee-For-Service (FFS)	CR	CR	CR		
Units of Service	12	368	2,760		
Unit Type	Months	Staff Hour	Staff Hour		
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES Only)	5,073.17	104.17	66.77		
Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES)	5,073.17	104.17	66.77		
Published Rate (Medi-Cal Providers Only)					
Unduplicated Clients (UDC)	0	0	0		

DPH 4: Operating Expenses Detail

Contractor Name: HealthRIGHT 360 (Fiscal Intermediary)

Page 3

Program Name: BHS SA Services

Expenditure Category	TOTAL	OBOT Methadone Van General Fund HMHSCCRES227	OBOT HRTC General Fund HMHSCCRES227	BHS Support General Fund HMHSCCRES227	
	Term: 7/1/16-6/30/17	Term: 7/1/16-6/30/17	Term: 7/1/16-6/30/17	Term: 7/1/16-6/30/17	
Occupancy:					
Rent					
Utilities (Telephone, Electricity, Water, Gas)					
Building Repair/Maintenance					
Materials & Supplies:					
Office Supplies					
Photocopying					
Printing					
Program Supplies					
Computer Hardware/Software					
General Operating:					
Training/Staff Development					
Insurance					
Professional License					
Permits					
Equipment Lease & Maintenance					
Staff Travel:					
Local Travel					
Out-of-Town Travel					
Field Expenses					
Consultant/Subcontractor:					
Harm Reduction Therapy Center	34,534		34,534		
BHS Support Consultants	166,033			166,033	
Other:					
OBOT Methadone Van	54,845	54,845			

TOTAL OPERATING EXPENSE:

255,412

54,845

34,534

166,033

DPH 2: Department of Public Health Cos. Reporting/Data Collection (CRDC)

Contractor Name: HealthRIGHT 360 (Fiscal Intermediary)

Provider/Program Name: Drug Court Treatment Center

Page 1

Provider Number: 383804

Program Name	Drug Court Treatment Center				
Program Code	38041				
Mode/SFC (MH) or Modality (SA)	Anc-87				
Service Description	Drug Court-Other Tx Related Svcs				
FUNDING TERM	7/1/16-6/30/17				
FUNDING USES					
Salaries & Employee Benefits	803,814				
Operating Expenses	290,350				
Capital Expenses	-				
Subtotal Direct Expenses	1,094,164				
Indirect Expenses	120,359				
TOTAL FUNDING USES	1,214,523	-	-	-	-
BHS MENTAL HEALTH FUNDING SOURCES					
TOTAL BHS MENTAL HEALTH FUNDING SOURCES					
BHS SUBSTANCE ABUSE FUNDING SOURCES					
	FAMIS				
SA STATE - PSR Drug Court	HMHSCCRES227	777,096			
SA COUNTY - General Fund	HMHSCCRES227	437,427			
TOTAL BHS SUBSTANCE ABUSE FUNDING SOURCES					
OTHER DPH FUNDING SOURCES					
TOTAL OTHER DPH FUNDING SOURCES					
TOTAL DPH FUNDING SOURCES					
NON-DPH FUNDING SOURCES					
TOTAL NON-DPH FUNDING SOURCES					
TOTAL FUNDING SOURCES (DPH AND NON-DPH)					
BHS UNITS OF SERVICE AND UNIT COST					
Number of Beds Purchased (if applicable)					
SA Only - Non-Res 33 - ODF # of Group Sessions (classes)					
SA Only - Licensed Capacity for Medi-Cal Provider with NTP					
Cost Reimbursement (CR) or Fee-For-Service (FFS)					
Units of Service					
Unit Type					
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES Only)					
Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES)					
Published Rate (Medi-Cal Providers Only)					
Unduplicated Clients (UDC)					

DPH 4: Operating Expenses Detail

Contractor Name: HealthRIGHT 360 (Fiscal Intermediary)

Page 3

Program Name: Drug Court Treatment Center

Fund

Expenditure Category	TOTAL	PSR Drug Court & General Fund HMHSCCRES227			
	Term: 7/1/16-6/30/17	Term: 7/1/16-6/30/17	Term:	Term:	Term:
Occupancy:					
Rent	100,800	100,800			
Utilities (Telephone, Electricity, Water, Gas)	30,000	30,000			
Building Repair/Maintenance	18,000	18,000			
Materials & Supplies:					
Office Supplies	15,000	15,000			
Photocopying	-				
Printing	-				
Program Supplies	15,000	15,000			
Computer Hardware/Software	-				
General Operating:					
Training/Staff Development	9,000	9,000			
Insurance	4,500	4,500			
Professional License	-				
Permits	-				
Equipment Lease & Maintenance	18,000	18,000			
Staff Travel:					
Local Travel	3,000	3,000			
Out-of-Town Travel	5,050	5,050			
Field Expenses	-				
Consultant/Subcontractor:					
	-				
	-				
Other:					
Client Drug Testing	36,000	36,000			
Client Expenses	36,000	36,000			
	-				

TOTAL OPERATING EXPENSE

290,350

290,350

DPH 2: Department of Public Health Cost Reporting/Data Collection (CRDC)

Contractor Name: HealthRIGHT 360 (Fiscal Intermediary)					
Provider/Program Name: Treatment Access Program				Page 1	
Provider Number: 383800					
Program Name	Treatment Access Program				
Program Code	99089				
Mode/SFC (MH) or Modality (SA)	SecPrev-21				
Service Description	SA-Sec Prev Referrals/Screening/Intake				
FUNDING TERM	7/1/16-6/30/17				
FUNDING USES					
Salaries & Employee Benefits	798,686				
Operating Expenses	34,240				
Capital Expenses	-				
Subtotal Direct Expenses	832,926				
Indirect Expenses	91,622				
TOTAL FUNDING USES	924,548				
BHS MENTAL HEALTH FUNDING SOURCES					
TOTAL BHS MENTAL HEALTH FUNDING SOURCES					
BHS SUBSTANCE ABUSE FUNDING SOURCES					
	FAMIS				
SA COUNTY - General Fund	HMHSCCRES227	924,548			
TOTAL BHS SUBSTANCE ABUSE FUNDING SOURCES		924,548			
OTHER DPH FUNDING SOURCES					
TOTAL OTHER DPH FUNDING SOURCES					
TOTAL DPH FUNDING SOURCES		924,548			
NON-DPH FUNDING SOURCES					
TOTAL NON-DPH FUNDING SOURCES					
TOTAL FUNDING SOURCES (DPH AND NON-DPH)		924,548			
BHS UNITS OF SERVICE AND UNIT COST					
Number of Beds Purchased (if applicable)					
SA Only - Non-Res 33 - ODF # of Group Sessions (classes)					
SA Only - Licensed Capacity for Medi-Cal Provider with NTP					
Cost Reimbursement (CR) or Fee-For-Service (FFS)					
	CR				
	Units of Service	21,456			
	Unit Type	Staff Hour			
	Cost Per Unit - DPH Rate (DPH FUNDING SOURCES Only)	43.09			
	Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES)	43.09			
Published Rate (Medi-Cal Providers Only)					
	Unduplicated Clients (UDC)	2,010			

DPH 4: Operating Expenses Detail

Contractor Name: HealthRIGHT 360 (Fiscal Intermediary)

Program Name: Treatment Access Program

F

Expenditure Category	TOTAL	General Fund HMHSCRES227		
	Term: 7/1/16-6/30/17	Term: 7/1/16-6/30/17	Term:	Term:
Occupancy:	-	-		
Rent	-	-		
Utilities (Telephone, Electricity, Water, Gas)	-	-		
Building Repair/Maintenance	-	-		
Materials & Supplies:	-	-		
Office Supplies	6,000	6,000		
Photocopying	-	-		
Printing	-	-		
Program Supplies	6,000	6,000		
Computer Hardware/Software	-	-		
General Operating:	-	-		
Training/Staff Development	6,000	6,000		
Insurance	-	-		
Professional License	-	-		
Permits	-	-		
Equipment Lease & Maintenance	-	-		
Staff Travel:	-	-		
Local Travel	3,000	3,000		
Out-of-Town Travel	3,000	3,000		
Field Expenses	-	-		
Consultant/Subcontractor:	-	-		
	-	-		
Other:	-	-		
Client Expenses	10,240	10,240		
TOTAL OPERATING EXPENSE	34,240	34,240		

DPH 2: Department of Public Health Co., Reporting/Data Collection (CRDC)

Contractor Name: HealthRIGHT 360 (Fiscal Intermediary)

Provider/Program Name: Project Homeless Connect

Page 1

Provider Number: n/a

Program Name	Project Homeless Connect	Everyday Connect			
Program Code	n/a	n/a			
Mode/SFC (MH) or Modality (SA)	n/a	n/a			
Service Description	n/a	n/a			
FUNDING TERM	7/1/16-6/30/17	7/1/16-6/30/17			
FUNDING USES					
Salaries & Employee Benefits	427,526	594,597			
Operating Expenses	4,017	6,326			
Capital Expenses	-	-			
Subtotal Direct Expenses	431,543	600,923			
Indirect Expenses	47,470	66,102			
TOTAL FUNDING USES	479,013	667,025	-	-	
BHS MENTAL HEALTH FUNDING SOURCES					
TOTAL BHS MENTAL HEALTH FUNDING SOURCES					
BHS SUBSTANCE ABUSE FUNDING SOURCES					
TOTAL BHS SUBSTANCE ABUSE FUNDING SOURCES					
OTHER DPH FUNDING SOURCES					
TOTAL OTHER DPH FUNDING SOURCES					
TOTAL DPH FUNDING SOURCES					
NON-DPH FUNDING SOURCES					
	FAMIS				
HOM - DSHS General Fund	HOMELESSCPGF	479,013	667,025		
TOTAL NON-DPH FUNDING SOURCES					
TOTAL FUNDING SOURCES (DPH AND NON-DPH)					
BHS UNITS OF SERVICE AND UNIT COST					
Number of Beds Purchased (if applicable)					
SA Only - Non-Res 33 - ODF # of Group Sessions (classes)					
SA Only - Licensed Capacity for Medi-Cal Provider with NTP					
Cost Reimbursement (CR) or Fee-For-Service (FFS)					
		CR	CR		
Units of Service					
		n/a	n/a		
Unit Type					
		n/a	n/a		
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES Only)					
		n/a	n/a		
Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES)					
		n/a	n/a		
Published Rate (Medi-Cal Providers Only)					
		n/a	n/a		
Unduplicated Clients (UDC)					
		n/a	n/a		

DPH 3: Salaries & Benefits Detail

Contractor Name: HealthRIGHT 360 (Fiscal Intermediary)

P

Program Name: Project Homeless Connect

Position Title	TOTAL		Project Homeless Connect General Fund HOMELESSCPGF		Everyday Connect General Fund HOMELESSCPGF		Term:		Term:
	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE
Executive Director	1.00	117,304	0.50	58,652	0.50	58,652			
Deputy Director	1.00	90,000	0.50	45,000	0.50	45,000			
Director of Resources	1.00	71,984	0.50	35,992	0.50	35,992			
Director of Services	1.00	75,000	0.50	37,500	0.50	37,500			
Services Manager	1.00	52,000	0.25	13,000	0.75	39,000			
Volunteer Manager	1.00	52,000	0.60	31,200	0.40	20,800			
Logistics Manager	1.00	52,000	0.80	41,600	0.20	10,400			
Marketing Associate	1.00	45,000	0.50	22,500	0.50	22,500			
Resource Specialist	4.00	192,000	0.48	23,040	3.52	168,960			
Operations Manager	1.00	50,000	0.50	25,000	0.50	25,000			
	-	-							
	-	-							
	-	-							
	-	-							
	-	-							
	-	-							
	-	-							
	-	-							
	-	-							
	-	-							
Totals:	13.00	797,288	5.13	333,484	7.87	463,804			

Employee Fringe Benefits:	28.2%	224,835	28.2%	94,042	28.2%	130,793			
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TOTAL SALARIES & BENEFITS

1,022,123

427,526

594,597

DPH 4: Operating Expenses Detail

Contractor Name: HealthRIGHT 360 (Fiscal Intermediary)

Page 3

Program Name: Project Homeless Connect

Expenditure Category	TOTAL	Project Homeless Connect General Fund HOMELESSCPGF	Everyday Connect: General Fund HOMELESSCPGF	
	Term: 7/1/16-6/30/17	Term: 7/1/16-6/30/17	Term: 7/1/16-6/30/17	Term:
Occupancy:	-	-	-	-
Rent	-	-	-	-
Utilities (Telephone, Electricity, Water, Gas)	-	-	-	-
Building Repair/Maintenance	-	-	-	-
Materials & Supplies:	-	-	-	-
Office Supplies	2,210	860	1,350	-
Photocopying	-	-	-	-
Printing	-	-	-	-
Program Supplies	1,980	770	1,210	-
Computer Hardware/Software	-	-	-	-
General Operating:	-	-	-	-
Training/Staff Development	3,790	1,470	2,320	-
Insurance	-	-	-	-
Professional License	-	-	-	-
Permits	-	-	-	-
Equipment Lease & Maintenance:	-	-	-	-
Staff Travel:	-	-	-	-
Local Travel	2,363	917	1,446	-
Out-of-Town Travel	-	-	-	-
Field Expenses:	-	-	-	-
Consultant/Subcontractor:	-	-	-	-
	-	-	-	-
Other:	-	-	-	-
	-	-	-	-

TOTAL OPERATING EXPENSE

10,343

4,017

6,326

DPH 2: Department of Public Health Cost Reporting/Data Collection (CRDC)

Contractor Name: HealthRIGHT 360 (Fiscal Intermediary)

Provider/Program Name: Anchor Program

Page 1

F

Provider Number: 3880

Program Name	Anchor Program	Anchor Program	Anchor Program		
Program Code	38803	38803	38803		
Mode/SFC (MH) or Modality (SA)	15/10-57	15/01-09	15/60-69		
Service Description	MH Svcs	Case Mgt Brokerage	Medication Support		
FUNDING TERM	7/1/16-6/30/17	7/1/16-6/30/17	7/1/16-6/30/17		
FUNDING USES					
Salaries & Employee Benefits	129,345	40,752	7,087		
Operating Expenses	13,664	4,305	749		
Capital Expenses	-	-	-		
Subtotal Direct Expenses	143,009	45,057	7,836		
Indirect Expenses	15,730	4,956	862		
TOTAL FUNDING USES	158,739	50,013	8,698		
BHS MENTAL HEALTH FUNDING SOURCES		FAMIS			
MH COUNTY - General Fund	HMHMCC730515	125,970	39,688	6,902	
MH STATE - MH Realignment	HMHMCC730515	32,769	10,325	1,796	
TOTAL BHS MENTAL HEALTH FUNDING SOURCES		158,739	50,013	8,698	
BHS SUBSTANCE ABUSE FUNDING SOURCES					
TOTAL BHS SUBSTANCE ABUSE FUNDING SOURCES					
OTHER DPH FUNDING SOURCES					
TOTAL OTHER DPH FUNDING SOURCES					
TOTAL DPH FUNDING SOURCES		158,739	50,013	8,698	
NON-DPH FUNDING SOURCES					
TOTAL NON-DPH FUNDING SOURCES					
TOTAL FUNDING SOURCES (DPH AND NON-DPH)		158,739	50,013	8,698	
BHS UNITS OF SERVICE AND UNIT COST					
Number of Beds Purchased (if applicable)					
SA Only - Non-Res 33 - ODF # of Group Sessions (classes)					
SA Only - Licensed Capacity for Medi-Cal Provider with NTP					
Cost Reimbursement (CR) or Fee-For-Service (FFS)					
	CR	CR	CR		
Units of Service	42,601	17,332	1,481		
Unit Type	Staff Minute	Staff Minute	Staff Minute		
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES Only)	3.73	2.89	5.95		
Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES)	3.73	2.89	5.95		
Published Rate (Medi-Cal Providers Only)					
Unduplicated Clients (UDC)	60	55	17		

DPH 3: Salaries & Benefits Detail

Contractor Name: HealthRIGHT 360 (Fiscal Intermediary)

Program Name: Anchor Program

Position Title	TOTAL		MH Realignment & General Fund HMHMCC730515						
	Term:	7/1/16-6/30/17	Term:	7/1/16-6/30/17	Term:		Term:		Term:
	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE
Therapist	1.00	56,499	1.00	56,499					
Administrative Assistant	1.00	43,632	1.00	43,632					
Peer Advocate	1.00	38,078	1.00	38,078					
	-	-	-	-					
	-	-	-	-					
	-	-	-	-					
	-	-	-	-					
	-	-	-	-					
	-	-	-	-					
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	-	-	-	-					
	-	-	-	-					
	-	-	-	-					
	-	-	-	-					
	-	-	-	-					
	-	-	-	-					
Totals:	3.00	138,209	3.00	138,209					

Employee Fringe Benefits:	28.2%	38,975	28.2%	38,975					
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TOTAL SALARIES & BENEFITS 177,184 177,184 - -

DPH 4: Operating Expenses Detail

Contractor Name: HealthRIGHT 360 (Fiscal Intermediary)

Program Name: Anchor Program

F

Expenditure Category	TOTAL	MH Realignment & General Fund HMHMCC730515		
	Term: 7/1/16-6/30/17	Term: 7/1/16-6/30/17	Term:	Term:
Occupancy:				
Rent				
Utilities (Telephone, Electricity, Water, Gas)				
Building Repair/Maintenance				
Materials & Supplies:				
Office Supplies	3,600	3,600		
Photocopying				
Printing				
Program Supplies	5,518	5,518		
Computer Hardware/Software				
General Operating:				
Training/Staff Development	4,800	4,800		
Insurance				
Professional License				
Permits				
Equipment Lease & Maintenance				
Staff Travel:				
Local Travel	4,800	4,800		
Out-of-Town Travel				
Field Expenses				
Consultant/Subcontractor:				
Other:				

TOTAL OPERATING EXPENSE

18,718

18,718

DPH 2: Department of Public Health Cos. Reporting/Data Collection (CRDC)

Contractor Name: HealthRIGHT 360 (Fiscal Intermediary)

Provider/Program Name: COPC FI Services

Page 1

Provider Number: n/a

Program Name	Shelter Nutritionist	Medical Respite		
Program Code	n/a	n/a		
Mode/SFC (MH) or Modality (SA)	n/a	n/a		
Service Description	n/a	n/a		
FUNDING TERM	7/1/16-6/30/17	7/1/16-6/30/17		
FUNDING USES				
Salaries & Employee Benefits	-	-		
Operating Expenses	31,532	165,810		
Capital Expenses	-	-		
Subtotal Direct Expenses	31,532	165,810	-	-
Indirect Expenses	3,468	18,239		
TOTAL FUNDING USES	35,000	184,049	-	-
BHS MENTAL HEALTH FUNDING SOURCES				
TOTAL BHS MENTAL HEALTH FUNDING SOURCES	-	-	-	-
BHS SUBSTANCE ABUSE FUNDING SOURCES				
TOTAL BHS SUBSTANCE ABUSE FUNDING SOURCES	-	-	-	-
OTHER DPH FUNDING SOURCES	FAMIS			
COPC - Tom Waddell General Fund	HCHAPTWUHCGF	35,000		
COPC - Medical Respite General Fund	HCHAPMEDRESP		184,049	
TOTAL OTHER DPH FUNDING SOURCES		35,000	184,049	-
TOTAL DPH FUNDING SOURCES		35,000	184,049	-
NON-DPH FUNDING SOURCES				
TOTAL NON-DPH FUNDING SOURCES		-	-	-
TOTAL FUNDING SOURCES (DPH AND NON-DPH)		35,000	184,049	-
BHS UNITS OF SERVICE AND UNIT COST				
Number of Beds Purchased (if applicable)				
SA Only - Non-Res 33 - ODF # of Group Sessions (classes)				
SA Only - Licensed Capacity for Medi-Cal Provider with NTP				
Cost Reimbursement (CR) or Fee-For-Service (FFS)	CR	CR		
Units of Service	n/a	n/a		
Unit Type	n/a	n/a		
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES Only)	n/a	n/a		
Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES)	n/a	n/a		
Published Rate (Medi-Cal Providers Only)	n/a	n/a		
Unduplicated Clients (UDC)	n/a	n/a		

DPH 4: Operating Expenses Detail

Contractor Name: HealthRIGHT 360 (Fiscal Intermediary)

Program Name: COPC FI Services

Expenditure Category	TOTAL	Shelter Nutritionist General Fund HCHAPTWUHC GF	Medical Respite General Fund HCHAPMEDRESP	
	Term: 7/1/16-6/30/17	Term: 7/1/16-6/30/17	Term: 7/1/16-6/30/17	Term:
Occupancy:	-	-	-	-
Rent	-	-	-	-
Utilities (Telephone, Electricity, Water, Gas)	-	-	-	-
Building Repair/Maintenance	-	-	-	-
Materials & Supplies:	-	-	-	-
Office Supplies	-	-	-	-
Photocopying	-	-	-	-
Printing	-	-	-	-
Program Supplies	-	-	-	-
Computer Hardware/Software	-	-	-	-
General Operating:	-	-	-	-
Training/Staff Development	-	-	-	-
Insurance	-	-	-	-
Professional License	-	-	-	-
Permits	-	-	-	-
Equipment Lease & Maintenance	-	-	-	-
Staff Travel:	-	-	-	-
Local Travel	-	-	-	-
Out-of-Town Travel	-	-	-	-
Field Expenses	-	-	-	-
Consultant/Subcontractor:	-	-	-	-
Shelter Nutritionist	31,532	31,532		
Medical Respite Director from UCSF School of Medicine	165,810		165,810	
Other:	-	-	-	-
	-	-	-	-

TOTAL OPERATING EXPENSE

197,342

31,532

165,810

DPH 2: Department of Public Health Cost Reporting/Data Collection (CRDC)

Contractor Name: HealthRIGHT 360 (Fiscal Intermediary)				
Provider/Program Name: Street Violence Intervention & Prevention				Page 1
Provider Number:	00038	00038	n/a	
Program Name	Street Violence Intervention & Prevention	Street Violence Intervention & Prevention	Street Violence Intervention & Prevention	
Program Code	n/a	n/a	n/a	
Mode/SFC (MH) or Modality (SA)	60/78	40/00	n/a	
Service Description	Other Non-Medi-Cal Client Support Exp	MHSA Administration	n/a	
FUNDING TERM	7/1/16-6/30/17	7/1/16-6/30/17	7/1/16-6/30/17	
FUNDING USES				
Salaries & Employee Benefits	-	-	1,948,640	
Operating Expenses	21,013	97,021	548,300	
Capital Expenses	-	-	90,000	
Subtotal Direct Expenses	21,013	97,021	2,586,940	
Indirect Expenses	2,311	10,672	284,560	
TOTAL FUNDING USES	23,324	107,693	2,871,500	
BHS MENTAL HEALTH FUNDING SOURCES				
	FAMIS			
MH COUNTY - General Fund	HMHMCC730515	23,324	57,500	
MH STATE - MHSA WET Project	PMHS63-1708		107,693	
TOTAL BHS MENTAL HEALTH FUNDING SOURCES		23,324	107,693	57,500
BHS SUBSTANCE ABUSE FUNDING SOURCES				
TOTAL BHS SUBSTANCE ABUSE FUNDING SOURCES				
OTHER DPH FUNDING SOURCES				
	FAMIS			
Community Health - DCYF CRN Work Order	HCHCCHCCRNWO		2,814,000	
TOTAL OTHER DPH FUNDING SOURCES			2,814,000	
TOTAL DPH FUNDING SOURCES		23,324	107,693	2,871,500
NON-DPH FUNDING SOURCES				
TOTAL NON-DPH FUNDING SOURCES				
TOTAL FUNDING SOURCES (DPH AND NON-DPH)		23,324	107,693	2,871,500
BHS UNITS OF SERVICE AND UNIT COST				
Number of Beds Purchased (if applicable)				
SA Only - Non-Res 33 - ODF # of Group Sessions (classes)				
SA Only - Licensed Capacity for Medi-Cal Provider with NTP				
Cost Reimbursement (CR) or Fee-For-Service (FFS)	CR	CR	CR	
Units of Service	4	1,077	n/a	
Unit Type	Client Day	Staff Hour	n/a	
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES Only)	5,831.00	100.00	n/a	
Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES)	5,831.00	100.00	n/a	
Published Rate (Medi-Cal Providers Only)				
Unduplicated Clients (UDC)	n/a	n/a	n/a	

DPH 4: Operating Expenses Detail

Contractor Name: HealthRIGHT 360 (Fiscal Intermediary)

Program Name: Street Violence Intervention & Prevention

Expenditure Category	TOTAL	General Fund HMHMCC730515	MHSA WDET PMHS63-1608	DCYF CRN Work Order HCHCCHCCRNWO & GF WO CODB HMHMCC730515
	Term: 7/1/16-6/30/17	Term: 7/1/16-6/30/17	Term: 7/1/16-6/30/17	Term: 7/1/16-6/30/17
Occupancy:	-			
Rent	120,000			120,000
Utilities (Telephone, Electricity, Water, Gas)	30,000			30,000
Building Repair/Maintenance	9,000			9,000
Materials & Supplies:	-			
Office Supplies	-			
Photocopying	-			
Printing	-			
Program Supplies	19,000			19,000
Computer Hardware/Software	3,000			3,000
General Operating:	-			
Training/Staff Development	25,000			25,000
Insurance	25,000			25,000
Professional License	-			
Permits	-			
Equipment Lease & Maintenance	18,000			18,000
Staff Travel:	-			
Local Travel	6,000			6,000
Out-of-Town Travel	-			
Field Expenses	-			
Consultant/Subcontractor:	-			
Sal Nunez PhD, Curriculum Developer	107,021		97,021	10,000
Mental Health Consultants	45,000			45,000
Evaluation Consultants	30,000			30,000
Other:	-			
Vehicle Expense	28,300			28,300
Client Crisis	20,000			20,000
Client Bereavement	121,013	21,013		100,000
Client Incentives	60,000			60,000

TOTAL OPERATING EXPENSE

666,334

21,013

97,021

548,300

DPH 5: Capital Expenses Detail

Contractor Name: HealthRIGHT 360 (Fiscal Intermediary)
Program Name: Street Violence Intervention & Prevention

Page 4 Appendix #: _____
Funding Notification Date: _____

1. Equipment

Item Description	Quantity	Serial #/VIN #	Funding Source	Purchase Cost Each
Van to transport clients to and from treatment and medical appointments.	2		DCYF CRN Work Order (HCHCCHCCRNWO)	45,000

Total Equipment Cost: _____

2. Remodeling

Description

Total Remodeling Cost: _____

Total Capital Expenditure
(Equipment plus Remodeling Cost) _____

DPH 6; Contract-Wide Indirect Detail

Contractor Name HealthRIGHT 360 (Fiscal Intermediary)

Funding Notification Date: 9/9/16

Page 1

1. SALARIES & BENEFITS

Position Title	FTE	Salaries
Chief Executive Officer	0.224	46,905
Chief Financial Officer	0.247	42,346
Chief Information Officer	0.247	33,660
Chief Operating Officer	0.124	8,470
VP of Quality and Compliance	0.235	12,379
VP of Development	0.165	10,858
Research and Evaluation Director	0.158	10,951
Workforce Development Director	0.021	1,518
Controller	0.247	24,613
Grants Director	0.247	16,939
Budget Manager	0.107	8,403
Fiscal Projects Director	0.247	13,029
Budget/Fiscal Analyst	0.230	12,445
Payroll Manager	0.247	16,026
Budget Coordinator	0.247	10,858
General Ledger Accountant	0.046	2,324
Accounts Payable	0.491	21,679
Billing Specialist	0.247	13,029
Billing Assistant	0.247	8,770
Human Resources Director	0.122	7,467
Human Resources Analyst	0.247	10,858
Human Resources Coordinator	0.247	8,780
Electronic Medical Records Manager	0.245	10,750
EMR OPs Software Development Director	0.247	19,544
EMR Training and Data Analyst	0.170	6,032
Client Programmer II	0.061	3,634
IT Manager- Data Control	0.247	11,631
Senior IT Systems Analyst	0.137	6,948
IT Analyst	0.247	10,531
PC Support Analyst	0.247	10,531
IT Specialist - Data Specialist	0.272	7,894
IT Specialist - Data Entry	0.247	7,177
IT Specialist - Data Control	0.247	7,177
IT Data Analyst	0.085	2,634
Donations Manager	0.247	11,943
Travel Coordinator	0.124	5,815
Administrative Assistant	0.203	5,559
Procurement Manager	0.247	10,858
Driver/Procurement Assistant	0.045	1,332
Facility Operations Director	0.014	1,049
Transportation and Facility Manager	0.011	656
Maintenance Staff	0.056	1,593
EMPLOYEE FRINGE BENEFITS		150,534
TOTAL SALARIES & BENEFITS		636,127

2. OPERATING COSTS

Expenditure Category	Amount
Rent	67,573
Utilities (Telephone, Electricity, Water, Gas)	24,294
Building Repair/Maintenance	2,042
Office Supplies	16,819
Insurance	31,640
Training/Staff Development	4,009
Staff Travel (Local & Out of Town)	26,049
Rental of Equipment	20,662
Payroll Service	7,231
IT Licenses	22,613
Program Licenses	53,379
TOTAL OPERATING COSTS	276,111

TOTAL INDIRECT COSTS

(Salaries & Benefits + Operating Costs)

912,238

**Appendix D
Additional Terms**

I. PROTECTED HEALTH INFORMATION AND BAA

The parties acknowledge that CITY is a Covered Entity as defined in the Healthcare Insurance Portability and Accountability Act of 1996 ("HIPAA") and is required to comply with the HIPAA Privacy Rule governing the access, transmission, and storage of health information.

The parties acknowledge that CONTRACTOR is one of the following:

- CONTRACTOR will render services under this contract that include possession or knowledge of identifiable Protected Health Information (PHI), such as health status, health care history, or payment for health care history obtained from CITY. Specifically, CONTRACTOR will:
- Create PHI
 - Receive PHI
 - Maintain PHI
 - Transmit PHI and/or
 - Access PHI

The Business Associate Agreement (BAA) in Appendix E is required. Please note that BAA requires attachments to be completed.

- CONTRACTOR will not have knowledge of, create, receive, maintain, transmit, or have access to any Protected Health Information (PHI), such as health status, health care history, or payment for health care history obtained from CITY.

The Business Associate Agreement is not required.

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.

Appendix E



San Francisco Department of Public Health Business Associate Agreement

This Business Associate Agreement ("Agreement") supplements and is made a part of the contract or Memorandum of Understanding ("CONTRACT") by and between the City and County of San Francisco, Covered Entity ("CE") and Contractor, Business Associate ("BA"). To the extent that the terms of the Contract are inconsistent with the terms of this Agreement, the terms of this Agreement shall control.

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 there under by the U.S. Department of Health and Human Services (the "HIPAA Regulations") and other applicable laws, including, but not limited to, California Civil Code §§ 56, et seq., California Health and Safety Code § 1280.15, California Civil Code §§ 1798, et seq., California Welfare & Institutions Code §§ 5328, et seq., and the regulations promulgated there under (the "California Regulations").
- 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(a) and (e) and 164.504(e) of the Code of Federal Regulations ("C.F.R.") and contained in this Agreement.
- D. BA enters into agreements with CE that require the CE to disclose certain identifiable health information to BA. The parties desire to enter into this Agreement to permit BA to have access to such information and comply with the BA requirements of HIPAA, the HITECH Act, and the HIPAA Regulations.

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

1. Definitions.

- a. **Breach** means the unauthorized acquisition, access, use, or disclosure of PHI that compromises the security or privacy of such information, except where an unauthorized person to whom such information is disclosed would not reasonably have been able to retain such information, and shall have the meaning given to such term under the HITECH Act and HIPAA Regulations [42 U.S.C. Section 17921 and 45 C.F.R. Section 164.402], as well as California Civil Code Sections 1798.29 and 1798.82.
- b. **Breach Notification Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and D.
- c. **Business Associate** is a person or entity that performs certain functions or activities that involve the use or disclosure of protected health information received from a covered entity, and 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.
- d. **Covered Entity** means a health plan, a health care clearinghouse, or a health care provider who transmits any information in electronic form in connection with a transaction covered under HIPAA Regulations, and shall have the meaning given



San Francisco Department of Public Health
Business Associate Agreement

- to such term under the Privacy Rule and the Security Rule, including, but not limited to, 45 C.F.R. Section 160.103.
- e. **Data Aggregation** means the combining of Protected Information by the BA with the Protected Information received by the BA in its capacity as a BA of another CE, to permit data analyses that relate to the health care operations of the respective covered entities, 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.
 - f. **Designated Record Set** means a group of records maintained by or for a CE, 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.
 - g. **Electronic Protected Health Information** means Protected Health Information that is maintained in or transmitted by electronic media and shall have the meaning given to such term under HIPAA and the HIPAA Regulations, including, but not limited to, 45 C.F.R. Section 160.103. For the purposes of this Agreement, Electronic PHI includes all computerized data, as defined in California Civil Code Sections 1798.29 and 1798.82.
 - h. **Electronic Health Record** means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff, and shall have the meaning given to such term under the HITECT Act, including, but not limited to, 42 U.S.C. Section 17921.
 - i. **Health Care Operations** means any of the following activities: i) conducting quality assessment and improvement activities; ii) reviewing the competence or qualifications of health care professionals; iii) underwriting, enrollment, premium rating, and other activities related to the creation, renewal, or replacement of a contract of health insurance or health benefits; iv) conducting or arranging for medical review, legal services, and auditing functions; v) business planning development; vi) business management and general administrative activities of the entity. This shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
 - j. **Privacy Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and E.
 - k. **Protected Health Information or PHI** means any information, including electronic PHI, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Sections 160.103 and 164.501. For the purposes of this Agreement, PHI includes all medical information and health insurance information as defined in California Civil Code Sections 56.05 and 1798.82.
 - l. **Protected Information** shall mean PHI provided by CE to BA or created, maintained, received or transmitted by BA on CE's behalf.
 - m. **Security Incident** means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system, and shall have the meaning given to such term under the Security Rule, including, but not limited to, 45 C.F.R. Section 164.304.
 - n. **Security Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and C.
 - o. **Unsecured PHI** means PHI that is not secured by a technology standard that renders PHI unusable, unreadable, or indecipherable to unauthorized individuals



San Francisco Department of Public Health
Business Associate Agreement

and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute, and 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) and 45 C.F.R. Section 164.402.

2. Obligations of Business Associate.

- a. **Permitted Uses.** BA may use, access, and/or disclose PHI only for the purpose of performing BA's obligations for or on behalf of the City and as permitted or required under the Contract [MOU] and Agreement, or as required by law. Further, BA shall not use PHI 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 as necessary (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 relating to the Health Care Operations of CE [45 C.F.R. Sections 164.502, 164.504(e)(2), and 164.504(e)(4)(i)].
- b. **Permitted Disclosures.** BA shall disclose Protected Information only for the purpose of performing BA's obligations for or on behalf of the City and as permitted or required under the Contract [MOU] and Agreement, or as required by law. 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 as necessary (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 relating to 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 Agreement and used or disclosed only 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, security incidents, or unauthorized uses or disclosures of the Protected Information in accordance with paragraph 2. k. of the Agreement, to the extent it has obtained knowledge of such occurrences [42 U.S.C. Section 17932; 45 C.F.R. Section 164.504(e)]. BA may disclose PHI to a BA that is a subcontractor and may allow the subcontractor to create, receive, maintain, or transmit Protected Information on its behalf, if the BA obtains satisfactory assurances, in accordance with 45 C.F.R. Section 164.504(e)(1), that the subcontractor will appropriately safeguard the information [45 C.F.R. Section 164.502(e)(1)(ii)].
- c. **Prohibited Uses and Disclosures.** BA shall not use or disclose PHI other than as permitted or required by the Contract and Agreement, or as required by law. 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) and 45 C.F.R. Section 164.522(a)(1)(vi)]. 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), and the HIPAA regulations, 45 C.F.R. Section 164.502(a)(5)(ii); however, this prohibition shall not affect payment by CE to BA for services provided pursuant to the Contract.



San Francisco Department of Public Health
Business Associate Agreement

- d. **Appropriate Safeguards.** BA shall take the appropriate security measures to protect the confidentiality, integrity and availability of PHI that it creates, receives, maintains, or transmits on behalf of the CE, and shall prevent any use or disclosure of PHI other than as permitted by the Contract or this Agreement, including, but not limited to, administrative, physical and technical safeguards in accordance with the Security Rule, including, but not limited to, 45 C.F.R. Sections 164.306, 164.308, 164.310, 164.312, 164.314 164.316, and 164.504(e)(2)(ii)(B). BA shall comply with the policies and procedures and documentation requirements of the Security Rule, including, but not limited to, 45 C.F.R. Section 164.316, and 42 U.S.C. Section 17931. BA is responsible for any civil penalties assessed due to an audit or investigation of BA, in accordance with 42 U.S.C. Section 17934(c).
- e. **Business Associate's Subcontractors and Agents.** BA shall ensure that any agents and subcontractors that create, receive, maintain or transmit Protected Information on behalf of BA, agree in writing to the same restrictions and conditions that apply to BA with respect to such PHI and implement the safeguards required by paragraph 2.d. above with respect to Electronic PHI [45 C.F.R. Section 164.504(e)(2) through (e)(5); 45 C.F.R. Section 164.308(b)]. BA shall mitigate the effects of any such violation.
- f. **Accounting of Disclosures.** Within ten (10) calendar days of a request by CE for an accounting of 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 and 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 and 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. 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 [45 C.F.R. 164.528(b)(2)]. If an individual or an individual's representative submits a request for an accounting directly to BA or its agents or subcontractors, BA shall forward the request to CE in writing within five (5) calendar days.
- g. **Access to Protected Information.** BA shall make Protected Information maintained by BA or its agents or subcontractors in Designated Record Sets available to CE for inspection and copying within (5) days of request by CE to enable CE to fulfill its obligations under state law [Health and Safety Code Section 123110] and 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 Protected Information in electronic format, BA shall provide such information in electronic format as necessary to enable CE to fulfill its obligations under the HITECH Act and HIPAA Regulations, including, but not limited to, 42 U.S.C. Section 17935(e) and 45 C.F.R. 164.524.



San Francisco Department of Public Health
Business Associate Agreement

- h. **Amendment of Protected Information.** Within ten (10) days of a request by CE for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, BA and its agents and subcontractors shall make such Protected Information available to CE for amendment and incorporate any such amendment or other documentation to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.526. If an 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 and of any approval or denial of amendment of Protected Information maintained by BA or its agents or subcontractors [45 C.F.R. Section 164.504(e)(2)(ii)(F)].
- i. **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 HIPAA [45 C.F.R. Section 164.504(e)(2)(ii)(I)]. BA shall provide CE a copy of any Protected Information and other documents and records that BA provides to the Secretary concurrently with providing such Protected Information to the Secretary.
- j. **Minimum Necessary.** BA, its agents and subcontractors shall request, use and disclose only the minimum amount of Protected Information necessary to accomplish the intended purpose of such use, disclosure, or request. [42 U.S.C. Section 17935(b); 45 C.F.R. Section 164.514(d)]. 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" to accomplish the intended purpose in accordance with HIPAA and HIPAA Regulations.
- k. **Data Ownership.** BA acknowledges that BA has no ownership rights with respect to the Protected Information.
- l. **Notification of Breach.** BA shall notify CE within 5 calendar days of any breach of Protected Information; any use or disclosure of Protected Information not permitted by the Agreement; any Security Incident (except as otherwise provided below) related to Protected Information, and any use or disclosure of data in violation of any applicable federal or state laws by BA or its agents or subcontractors. The notification shall include, to the extent possible, the identification of each individual whose unsecured Protected Information has been, or is reasonably believed by the BA to have been, accessed, acquired, used, or disclosed, as well as any other available information that CE is required to include in notification to the individual, the media, the Secretary, and any other entity under the Breach Notification Rule and any other applicable state or federal laws, including, but not limited, to 45 C.F.R. Section 164.404 through 45 C.F.R. Section 164.408, at the time of the notification required by this paragraph or promptly thereafter as information becomes available. BA shall take (i) prompt corrective action to cure any deficiencies and (ii) any action pertaining to unauthorized uses or disclosures required by applicable federal and state laws. [42 U.S.C. Section 17921; 42 U.S.C. Section 17932; 45 C.F.R. 164.410; 45 C.F.R. Section 164.504(e)(2)(ii)(C); 45 C.F.R. Section 164.308(b)]
- m. **Breach Pattern or Practice by Business Associate's Subcontractors and Agents.** Pursuant to 42 U.S.C. Section 17934(b) and 45 C.F.R. Section 164.504(e)(1)(iii), if the BA knows of a pattern of activity or practice of a subcontractor or agent that constitutes a material breach or violation of the subcontractor or agent's obligations under the Contract or this Agreement, the BA must take reasonable steps to cure the breach or end the violation. If the steps are



San Francisco Department of Public Health
Business Associate Agreement

unsuccessful, the BA must terminate the contractual arrangement with its subcontractor or agent, if feasible. BA shall provide written notice to CE of any pattern of activity or practice of a subcontractor or agent that BA believes constitutes a material breach or violation of the subcontractor or agent's obligations under the Contract or this Agreement 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.

3. Termination.

- a. **Material Breach.** A breach by BA of any provision of this Agreement, as determined by CE, shall constitute a material breach of the CONTRACT and this Agreement and shall provide grounds for immediate termination of the CONTRACT and this Agreement, 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 and this Agreement, effective immediately, if (i) BA is named as 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 and this Agreement for any reason, BA shall, at the option of CE, return or destroy all Protected Information that BA and its agents and 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 and satisfy the obligations of Section 2 of this Agreement to such information, and limit further use and disclosure of such PHI to those purposes that make the return or destruction of the information infeasible [45 C.F.R. Section 164.504(e)(2)(ii)(J)]. If CE elects destruction of the PHI, BA shall certify in writing to CE that such PHI has been destroyed in accordance with the Secretary's guidance regarding proper destruction of PHI.
- d. **Civil and Criminal Penalties.** BA understands and agrees that it is subject to civil or criminal penalties applicable to BA for unauthorized use, access or disclosure or Protected Information in accordance with the HIPAA Regulations and the HITECH Act including, but not limited to, 42 U.S.C. 17934 (c).
- e. **Disclaimer.** CE makes no warranty or representation that compliance by BA with this Agreement, HIPAA, the HITECH Act, or the HIPAA Regulations or corresponding California law provisions 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.

4. 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 this Agreement may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, the HIPAA regulations and other applicable state or federal laws relating to the security or confidentiality of PHI. The parties understand and agree that CE must receive satisfactory written assurance



San Francisco Department of Public Health
Business Associate Agreement

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 Agreement embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the HIPAA regulations or other applicable state or federal laws. CE may terminate the Contract upon thirty (30) days written notice in the event (i) BA does not promptly enter into negotiations to amend the CONTRACT or this Agreement when requested by CE pursuant to this section or (ii) BA does not enter into an amendment to the Contract or this Agreement providing assurances regarding the safeguarding of PHI that CE, in its sole discretion, deems sufficient to satisfy the standards and requirements of applicable laws.

5. Reimbursement for Fines or Penalties.

In the event that CE pays a fine to a state or federal regulatory agency, and/or is assessed civil penalties or damages through private rights of action, based on an impermissible use or disclosure of PHI by BA or its subcontractors or agents, then BA shall reimburse CE in the amount of such fine or penalties or damages within thirty (30) calendar days.

Office of Compliance and Privacy Affairs
San Francisco Department of Public Health
101 Grove Street, Room 330, San Francisco, CA 94102
Email: compliance.privacy@sfdph.org
Hotline (Toll-Free): 1-855-729-6040

Appendix K
Federal Grants – DUNS #

USER NAME: PASSWORD:

[Forgot Username?](#) [Forgot Password?](#)

[Create an Account](#)

Search Results

Your search returned the following results...

Notice: This printed document represents only the first page of your SAM search results. More results may be available. To print your complete search results, you can download the PDF and print it.

Entity	HEALTHRIGHT 360	Status: Active <input type="checkbox"/>
DUNS: 060142130	CAGE Code: 1ZLB6	<input type="button" value="View Details"/>
Has Active Exclusion?: No	DoDAAC:	
Expiration Date: 07/16/2016	Delinquent Federal Debt? No	
Purpose of Registration: All Awards		

Glossary

[Search Results](#)

[Entity](#)

[Exclusion](#)

[Search Filters](#)

[By Record Status](#)

[By Functional Area - Entity Management](#)

[By Functional Area - Performance Information](#)

SAM | System for Award Management 1.0

Nota to all Users: This is a Federal Government computer system. Use of this system constitutes consent to monitoring at all times.

IBM v1.P.46.20160226-1435

WWW1



APPENDIX L

ASSET MANAGEMENT AND REPORTING REQUIREMENTS

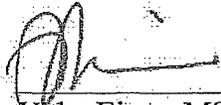
In 2016, the San Francisco Board of Supervisors approved a resolution that authorized the subordination of two existing Seismic and Safety Loan Program loans, secured in part by real property commonly known as 890 Hayes Street and 214 Haight Street, to a new loan from the Nonprofit Finance Fund to HealthRIGHT 360 in the amount of \$8,500,000 for the construction of HealthRIGHT 360's new headquarters and clinic located at 1563 Mission Street. In consideration of the City and County of San Francisco having subordinated its Deeds of Trust on 890 Hayes Street and 214 Haight Street to the Nonprofit Finance Fund, HealthRIGHT 360 hereby agrees as follows:

So long as the Nonprofit Finance Funds Deeds of Trust remain on the 214 Haight and the 890 Hayes Street Properties (the "Effective Period"), HealthRIGHT 360 agrees as follows:

1. HealthRIGHT 360 shall provide quarterly financial statements for the entirety of HealthRIGHT 360 within sixty (60) days of the period's end for the calendar quarters ending September 30, December 31, March 31, and June 30 to the San Francisco Department of Public Health, Chief Financial Officer located at 101 Grove, Room 308, San Francisco, CA 94110.
2. HealthRIGHT 360 shall provide notice to the San Francisco Department of Public Health ("SFDPH") of any proposed merger negotiations in a timely manner. A timely manner shall mean that HealthRIGHT 360 will notify SFDPH with regard to potential mergers by informing SFDPH within three business days of the execution any documents regarding an intent to enter into merger negotiations or an intent to merge.
3. HealthRIGHT 360 shall obtain prior consent from SFDPH before filing any merger agreement with the California Secretary of State or any other Secretary of State, and such consent shall be timely, shall be considered in good faith, and shall not be unreasonably withheld by SFDPH. SFDPH's shall respond within 30 days from the date that HealthRIGHT 360 provides a merger plan to SFDPH. If the response from SFDPH exceeds 30 days, HealthRIGHT 360 shall provide notice to SFDPH that its response is overdue and provide SFDPH with an additional ten days to respond. If SFDPH continues to fail to respond this will be considered implied approval and HealthRIGHT 360 shall proceed with the merger.
4. HealthRIGHT 360 shall not place any additional deeds of trust on 890 Hayes Street and 214 Haight Street without the prior written approval of the Mayor's Office of Housing and Community Development ("MOHCD").
5. Health RIGHT 360 shall maintain compliance with updated MOHCD asset management requirements including, without limitation, maintaining capital reserves and required property insurance.

6. HealthRIGHT 360 agrees the failure to comply with any provision of this Appendix L shall be a material breach of this Agreement.

APPROVED:



Vitka Eisen, MSW, EdD
President & CEO
HealthRIGHT 360

Date: _____

5/9/2016

1 [Contract Amendment - HealthRIGHT360 - Behavioral Health Services and Primary Care
2 Programs - \$62,797,796]

3 **Resolution approving an amendment to the contract between the Department of Public**
4 **Health and HealthRIGHT360 for fiscal intermediary services for Behavioral Health**
5 **Services and Primary Care Programs, extending the term by four years, from January**
6 **1, 2014 through December 31, 2014 to January 1, 2014 through December 31, 2018, and**
7 **increasing the total contract amount of \$9,700,495 by \$53,097,301, to \$62,797,796.**

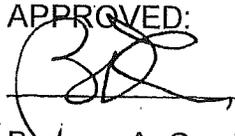
8
9 WHEREAS, the Department of Public Health selected HealthRIGHT360 to provide
10 fiscal intermediary services through a Request for Proposals process; and

11 WHEREAS, the contract enables fiscal intermediary services to the Children, Youth
12 and Families Care Management, Family Mosaic Project, Foster Care Migration, Mental Health
13 and Substance Abuse Treatment, Drug Court Treatment Center, Behavioral Health Access
14 Center, Project Homeless Connect, Minority AIDS Initiative, Primary and Behavioral Health
15 Care Integration, Tom Waddell Health Center Shelter Nutrition, and the Children's Community
16 Response Network for the Community Behavioral Health Services programs; and

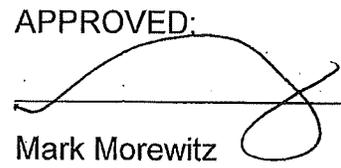
17 WHEREAS, The Department of Public Health wishes to enable the continuation of
18 services under this contract and to amend the contract in an amount exceeding \$500,000,
19 requiring the approval of the Board of Supervisors under City Charter Section 9.118; and,

20 **RESOLVED**, That the Board of Supervisors authorizes the Director of Public Health
21 and the Office of Contract Administration, on behalf of the City and County of San Francisco,
22 to amend the contract with HealthRIGHT 360 for fiscal intermediary services for behavioral
23 health and primary health care programs for adults and children, to increase the contract from
24 \$9,700,495 for the period of January 1, 2014, through December 31, 2014, to \$62,797,796 for
25 the period of January 1, 2014, through December 31, 2018.

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APPROVED:


Barbara A. Garcia
Director of Health

APPROVED:


Mark Morewitz
Secretary, Health Commission



City and County of San Francisco

Tails
Resolution

City Hall
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102-4689

File Number: 140748

Date Passed: July 29, 2014

Resolution approving an amendment to the contract between the Department of Public Health and HealthRIGHT360 for fiscal intermediary services for Behavioral Health Services and Primary Care Programs, extending the term by four years, from January 1, 2014, through December 31, 2014, to January 1, 2014, through December 31, 2018, and increasing the total contract amount of \$9,700,495 by \$53,097,301 for a total contract amount of \$62,797,796.

July 23, 2014 Budget and Finance Sub-Committee - AMENDED

July 23, 2014 Budget and Finance Sub-Committee - RECOMMENDED AS AMENDED

July 29, 2014 Board of Supervisors - ADOPTED

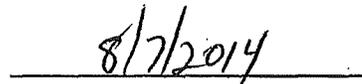
Ayes: 11 - Avalos, Breed, Campos, Chiu, Cohen, Farrell, Kim, Mar, Tang, Wiener and Yee

File No. 140748

I hereby certify that the foregoing
Resolution was ADOPTED on 7/29/2014 by
the Board of Supervisors of the City and
County of San Francisco.


Angela Calvillo
Clerk of the Board


Mayor


Date Approved



City and County of San Francisco
London Breed, Mayor

San Francisco Department of Public Health

Greg Wagner
Acting Director of Health

RECEIVED
BOARD OF SUPERVISORS
SAN FRANCISCO
2018 NOV -5 AM 10:13
AK

November 5, 2018

Angela Calvillo, Clerk of the Board
Board of Supervisors
1 Dr. Carlton B. Goodlett Place, Room 244
San Francisco, CA 94102-4689

Dear Ms. Calvillo:

Please find attached a proposed resolution for Board of Supervisors approval of an amendment to the Department of Public Health's agreement with Health RIGHT 360, in the amount of \$79,058,563.

This contract amendment requires Board of Supervisors approval under San Francisco Charter Section 9.118.

The following is a list of accompanying documents:

- o Proposed resolution;
- o Copy of Resolution 304-14, File No. 140748, approving previous amendment;
- o Copy of proposed amendment;
- o Copy of original agreement, first amendment, and second amendment;
- o Form SFEC-126 for the Board of Supervisors.

For questions on this matter, please contact me at (415) 255-3508, Jacquie.Hale@SFDPH.org.

Thank you for your time and consideration.

Sincerely,

Jacquie Hale
Manager
Office of Contracts Management and Compliance
DPH Business Office

The mission of the San Francisco Department of Public Health is to protect and promote the health of all San Franciscans.

We shall ~ Assess and research the health of the community ~ Develop and enforce health policy ~ Prevent disease and injury ~
~ Educate the public and train health care providers ~ Provide quality, comprehensive, culturally-proficient health services ~ Ensure equal access to all ~

Jacquie.Hale@SFDPH.org – office 415-255-3508 – fax 415 252-3088
1380 Howard Street, Room 421B, San Francisco, CA 94103

**FORM SFEC-126:
NOTIFICATION OF CONTRACT APPROVAL
(S.F. Campaign and Governmental Conduct Code § 1.126)**

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

Contractor Information <i>(Please print clearly.)</i>	
Name of contractor: HealthRIGHT360	
<i>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.</i>	
1. Board of Directors: Trisha Walsh, Chair; James McElwee, Vice Chair; Bryan B.C.I. Graham, Secretary; Dr. Yener Balan, Deborah Koski, Barbara Kostick, Jemma Lavarias, Anji Mandavia, Ann McClanathan, Melyssa Mendoza, Paul Pitts, Karen E. Pointer, Ramona Shewl, Members 2. CEO: Dr. Vitka Eisen; CFO: Tony Duong; CIO: Jegan Anandasakaran; Chief Healthcare Officer: Dr. Ana Vales 3. (non-profit organization) 4. None 5. None	
Contractor address: 1735 Mission Street, Suite 2050, San Francisco, CA 94103	
Date that contract was approved:	Amount of contract: \$79,058,563
Describe the nature of the contract that was approved: Behavioral Health Fiscal Intermediary Services	
Comments:	

This contract was approved by (check applicable):

the City elective officer(s) identified on this form

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 <i>(Please print clearly.)</i>	
Name of filer: Angela Calvillo, Clerk of the Board	Contact telephone number: (415) 554-5184
Address: City Hall, Room 244, 1 Dr. Carlton B. Goodlett Pl., 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

