

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

Fifth Amendment

THIS AMENDMENT (this "Amendment") is made as of **March 12, 2014**, in San Francisco, California, by and between **MedImpact Healthcare Systems, Inc.** ("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 B-1 Administrative Fee Schedule;

WHEREAS, approval for this Amendment was obtained when the Civil Service Commission approved Contract number 41338-13/14 on July 21, 2014;

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

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

a. Agreement. The term "Agreement" shall mean the Agreement dated July 1, 2008 from the RFP33-2007 dated December 10, 2007 Contract Number BPHG09000009 and BPHG09000010 between Contractor and City, as amended the:

First Amendment	dated December 24, 2009 Contract Number BPHG09000010
Second Amendment	dated March 31, 2011 Contract Number BPHG09000010
Third Amendment	dated April 19, 2012 Contract Number BPHG09000010
Fourth Amendment	dated May 9, 2013 Contract Number BPHG09000010
Fifth Amendment	This amendment

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

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

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

2. TERM OF THE AGREEMENT

Subject to Section 1, the term of this Agreement shall be from July 1, 2008 through June 30, 2014.

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



Subject to Section 1, the term of this Agreement shall be from July 1, 2008 through December 31, 2015.

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

5. COMPENSATION

Compensation shall be made in monthly payments on or before the 30th day of each month for work, as set forth in Section 4 of this Agreement, that the Director of the 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 Seventeen Million Five Hundred Seventy Five Thousand Three Hundred Seventy Six Dollars (\$17,575,376). The breakdown of costs associated with this Agreement appears in Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein. No charges shall be incurred under this Agreement nor shall any payments become due to Contractor until reports, services, or both, required under this Agreement are received from Contractor and approved by Department of Public Health as being in accordance with this Agreement. City may withhold payment to Contractor in any instance in which Contractor has failed or refused to satisfy any material obligation provided for under this Agreement.

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

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

5. COMPENSATION

Compensation shall be made in monthly payments on or before the 30th day of each month for work, as set forth in Section 4 of this Agreement, that the Director of the 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 Twenty Three Million Four Hundred Fifty Five Thousand Three Hundred Seventy Six Dollars (\$23,455,376). 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.

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.

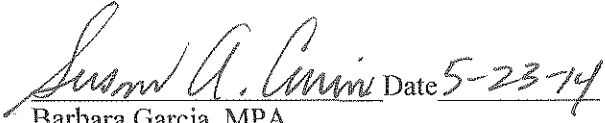
IN WITNESS WHEREOF, Contractor and City have executed this Amendment as of the date first referenced above.

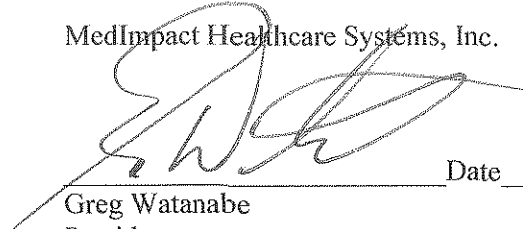
CITY

CONTRACTOR

Recommended by:

MedImpact Healthcare Systems, Inc.


 Date 5-23-14
Barbara Garcia, MPA
Director of Health

 Date 5/12/14
Greg Watanabe
President
10680 Treena Street, 5th Floor
San Diego, CA 92131-2446

Approved as to Form:

City vendor number: 50614

Dennis J. Herrera
City Attorney

By:  Date 5/12/14
Kathy Murphy
Deputy City Attorney

Approved:

_____ Date _____
Jaci Fong
Director of the Office of Contract Administration
and Purchaser



Appendix B

Calculation of Charges

1. Method of Payment – Actual Cost

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

2. Program Budgets and Final Invoice

A. Program Budgets are attached in the original contract.

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 **Twenty three Million Four Hundred Fifty Five Thousand Three Hundred Seventy Six Dollars (\$23,455,376) for the period of July 1, 2008 through December 31, 2015.**

CONTRACTOR understands that, of this maximum dollar obligation, \$2,450,900 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.

July 1, 2008 through June 30, 2009	\$1,662,777
July 1, 2009 through June 30, 2010	\$2,111,439
July 1, 2010 through June 30, 2011	\$2,522,160
July 1, 2011 through June 30, 2012	\$3,152,700
July 1, 2012 through June 30, 2013	\$3,152,700
July 1, 2013 through June 30, 2014	\$3,152,700
July 1, 2014 through June 30, 2015	\$3,500,000
July 1, 2015 through December 31, 2015	\$1,750,000
July 1, 2008 through December 31, 2015	\$21,004,476

(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.

ADMINISTRATIVE FEE SCHEDULE

CLAIMS PROCESSING FEE:**\$0.66 Per Member Per Month**

* *Processing charges must meet an aggregated minimum average of \$750.00 per bi-weekly invoice cycle to qualify for fee schedule; otherwise a flat fee of \$750.00 will be billed and payable in such cycle. Add ten percent (10%) to Claims Processing Fees if reports are requested in a format other than via FTP.*

The Claims Processing Fee includes the following:

- Processing and payment of all Claims
- Concurrent Drug Utilization Reviews (DUR)
- Monthly and quarterly standard reports
- Administration of a standard MAC program
- Standard benefit design and implementation services
- Eligibility management
- EOB Claims payment detail sent to Participating Pharmacies
- Biweekly Check-Run Control Totals sent to Client
- MedAccess[®] – fifteen (15) users with Claims and profile access
- MedOptimize[®] – fifteen (15) concurrent users
- Overrides
- On-line messaging
- Administration of Client Contracted Participating Pharmacies
- MedImpact Online Reports (MOR)
- Participating Pharmacy portal
- Standard Member portal website
- Toll free standard pharmacy and provider 24/7 Contact Center

CLAIM RATES***Prescription processing professional fee**

CHN will pay a professional fee of \$10.00 per replenishment prescription dispensed through participating pharmacies named in this Agreement to CHN eligible patients covered by this Agreement.

Reimbursement for drug cost

Drugs dispensed to CHN patients under this Agreement shall be replaced to the dispensing participating pharmacy, and there shall be no remuneration for these drugs except for the following:

- A. Schedule II controlled substances shall be reimbursed and not replenished.
The following formula shall apply:

Brand name drugs:

Average Wholesale Price (AWP) less 15% plus a \$2.00 Dispensing Fee

Generic drugs:

Lower of AWP less 20%, HCFA MAC or third party administrator's proprietary MAC plus Dispensing Fee.

- B. Drugs that have not reached the agreed upon replenishment point 180-days after being dispensed shall be reimbursed. The following formula shall apply:

Brand name drugs:

Average Wholesale Price (AWP) less 15% less \$8.00 per prescription dispensed during the 180-day replenishment period

Generic drugs:

Lower of AWP less 20%, HCFA MAC or third party administrator's proprietary MAC less \$8.00 per prescription dispensed during the 180-day replenishment period.

Prescriptions and claims submitted to Medicaid, Medicare or ADAP shall not be submitted for payment or replenishment to CHN.

Contractor shall reverse CHN claim and prescription processing fee, and bill identified appropriate payer for claims found to have been erroneously billed to CHN.

* CHN delegates its pharmacy network administration to CONTRACTOR. Such delegation shall include authorizing CONTRACTOR to establish participation agreements with participating pharmacies. CONTRACTOR shall negotiate with participating pharmacies at various reimbursement rates (including AWP discounts, dispensing fees, and MAC) and compensation terms throughout the term of the contract, and shall charge CHN the blended rates set forth in above. The blended rate represents the single AWP discount payable by CHN on applicable claims, which may be greater or less than the actual rate paid to participating pharmacies. CHN acknowledges and agrees that, as compensation for administering the pharmacy network, CONTRACTOR shall retain such difference, if any, between the reimbursement paid to participating pharmacies for claims and the reimbursement received by CONTRACTOR from CHN for claims (the "Network Administration Fee" or "NAF").

- The term "AWP" shall mean the current average wholesale price or industry benchmark price of a prescription drug as set forth in the First Data Bank Blue Book, including its supplements, or other nationally recognized pricing source as determined by MedImpact in its sole discretion. "AWP" does not represent a true wholesale price, but rather is a fluctuating benchmark provided to pricing sources (such as First Data Bank) by pharmaceutical manufacturers. In addition, in the event that the methodology for calculating the AWP pricing benchmark used by MedImpact hereunder changes or is replaced with another benchmark or methodology for any reason, MedImpact may switch to such new pricing benchmark or modify the pricing under this Agreement so as to maintain comparable pricing under the new benchmark or methodology as existed prior to such change.
- The term "MAC" shall mean the then current *maximum allowable cost* of certain prescription products, selected in accordance with criteria established by MedImpact, that are subject to MedImpact's MAC pricing formulas. Multi-source drugs are eligible for the MAC list if they are: (i) A-rated generics; (ii) thirty (30) days after they are readily available through more than two (2) generic vendors; and (iii) the products are not exclusive. Such criteria and pricing formulas are subject to change from time to time at MedImpact's sole discretion. Client agrees to accept any of MedImpact's MAC lists as amended from time to time in MedImpact's sole discretion.

1.	CLAIMS PROCESSING	
	A. Direct Member Reimbursement (DMR)	\$3.25 per Claim
2.	IMPLEMENTATION AND CHANGE SERVICES	
	A. Standard Services	Included in Claims Processing Fee
	B. Customized Services	Custom Requirements \$200.00/hour of IT time, plus time and materials to support custom or new requirements
	C. Eligibility and Plan Benefit Support Late Fee	Time and materials to include any necessary overtime charges associated with data conversion and eligibility processing
	D. Post-loading fee	Post-Loading Changes \$200.00/hour of IT time, plus time and materials to support custom or new requirements
3.	REPORTING, DATA AND MANAGEMENT TOOLS	
	A. Core Reports	
	Additional standard reports	Included
	Custom reports as requested (to include updates to existing reports):	\$200.00 per hour
	B. MedOptimize®	Fifteen (15) concurrent users Included
	Additional concurrent users:	\$500.00 per user per month
	Client is responsible for telephone line charges, installation and set-up fees, equipment, including emulation software, and meeting MedImpact's minimum system requirements.	
	Client shall be responsible for reasonable time and material charges for training.	
	C. MedAccess®	Fifteen (15) users included with Claims and profile access
	Additional concurrent users	\$500.00 per user per month
	Custom Screen Development or Access	Time & materials
	First Data Bank Drug file access (read only)	\$7,400.00* per per year <i>*rate to be adjusted based on any change in the drug file license fee</i>

Client is responsible for telephone line charges, installation and set-up fees, equipment, including emulation software, and meeting MedImpact's minimum system requirements.

- | | | |
|----|---|---|
| 4. | CLINICAL SERVICES | |
| A. | Other Client Clinical Consultations | \$225.00/hour for special projects |
| B. | Concurrent Drug Utilization Review | Included in Claims Processing Fee |
| C. | Therapeutic Prior Authorization | \$35.00 per Claim requiring TH PA |
| D. | Benefit Coverage/Administrative Standard & Expedited Appeal, If requested | \$100.00 per Eligible Member appeal |
| | Medical Necessity Standard & Expedited Appeal | |
| | First Level Appeal | \$225.00 per Eligible Member appeal |
| | Second Level Appeal | Fees paid by Client for each Eligible Member appeal |
| 5. | NON-STANDARD, EXCESSIVE OR ADDITIONAL SERVICES | |
| A. | Non-Standard or Excessive Services or Materials | \$200.00/hour |
| B. | Additional Services | \$200.00/hour |

THE FOLLOWING INCUR ADDITIONAL CHARGES:

- | | |
|--|----------------------------|
| Modified Paid Claims Data Files | |
| NCPDP Modified/MedImpact format | \$75.00 per, FTP |
| Non-standard format | \$100.00 per tape, CD, FTP |
| Mailings | |
| Out-of-pocket expenses | Per claim \$.005 |
| Mailing expenses/postage MedImpact Aggregate | |
| Information technology programming time | \$200.00 per hour |
| Fiscal Intermediary Expenses | |
| Checks written to third parties and replenishment invoicing to CHN | \$25.00 per occurrence |

Faxing to pharmacies upon request by CHN

\$0.50 page

COMPENSATION

- A. In no event shall CHN be financially responsible for more than the amount set forth in Section 5 in this Agreement without there first being a modification of the Agreement.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/06/2013

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 Marsh Risk & Insurance Services 4445 Eastgate Mall San Diego, CA 92121		CONTACT NAME: PHONE: (A/C, No, Ext): E-MAIL: ADDRESS:		FAX (A/C, No):
317513-MI-GAWUE-13-14		INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED MedImpact Healthcare Systems Inc. Attn: Eric Little 10181 Scripps Gateway Court San Diego, CA 92131		INSURER A : Valley Forge Insurance Co		20508
		INSURER B : Continental Insurance Company		35289
		INSURER C : National Fire Insurance Co Of Hartford		20478
		INSURER D : Illinois Union Insurance Co		27960
		INSURER E :		
		INSURER F :		

COVERAGES **CERTIFICATE NUMBER:** LOS-001511013-11 **REVISION NUMBER:** 8

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X		5086632554	08/01/2013	08/01/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
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	X		5086632540	08/01/2013	08/01/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ COMP/COLL DED. \$ 1,000
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> 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	5086625748 (CA) 5086625734 (AOS)	08/01/2013 08/01/2013	08/01/2014 08/01/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Managed Care Errors & Omissions			MSP G27169855002	04/30/2013	04/30/2014	Limit: 15,000,000 SIR: 100,000

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

Certificate holder is named as additional insured for General and Auto Liability as required by written contract.

CERTIFICATE HOLDER

City and County of San Francisco,
 its Officer, Agents, and Employees
 Office of Contract Management and Compliance
 Department of Public Health
 1380 Howard Street, Room 442
 San Francisco, CA 94103

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
 of Marsh Risk & Insurance Services

Kristen A. Olson

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/02/2014

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).

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	<table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A:</td> <td>N/A</td> <td>N/A</td> </tr> <tr> <td>INSURER B:</td> <td>N/A</td> <td>N/A</td> </tr> <tr> <td>INSURER C:</td> <td>N/A</td> <td>N/A</td> </tr> <tr> <td>INSURER D:</td> <td>Illinois Union Insurance Co</td> <td>27960</td> </tr> <tr> <td>INSURER E:</td> <td>N/A</td> <td>N/A</td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	N/A	N/A	INSURER B:	N/A	N/A	INSURER C:	N/A	N/A	INSURER D:	Illinois Union Insurance Co	27960	INSURER E:	N/A	N/A	INSURER F:	
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INSURER F:																						
INSURED MedImpact Healthcare Systems Inc. Attn: Vanessa Fraser 10181 Scripps Gateway Court San Diego, CA 92131																						

COVERAGES	CERTIFICATE NUMBER: LOS-001565886-01	REVISION NUMBER: 2
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THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR VWD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A						WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
D	Managed Care Errors & Omissions			MSPG27169855003	04/30/2014	04/30/2015	Limit: 15,000,000 SIR: 100,000

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

Evidence of Insurance

CERTIFICATE HOLDER City and County of San Francisco Its Officer, Agents, and Employees Office of Contract Management and Compliance Department of Public Health 1380 Howard Street, Room 442 San Francisco, CA 94103	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh Risk & Insurance Services Kristen A. Olson <i>Kristen A. Olson</i>
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CERTIFICATE OF LIABILITY INSURANCE

8/1/2014

DATE (MM/DD/YYYY)
5/1/2014

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 Lockton Companies 8110 E Union Avenue Suite 700 Denver CO 80237 (303) 414-6000	CONTACT NAME: PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____	
	INSURER(S) AFFORDING COVERAGE	
INSURED 1380450 MedImpactHoldings, Inc. Attn: Eric Little 10181 Scripps Gateway Court San Diego, CA 92131	INSURER A: Valley Forge Insurance Company NAIC # 20508	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 12920446 **REVISION NUMBER:** XXXXXXXX

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
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX DAMAGE TO RENTED PREMISES (Ea occurrence) \$ XXXXXXXX MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ XXXXXXXX GENERAL AGGREGATE \$ XXXXXXXX PRODUCTS - COMP/OP AGG \$ XXXXXXXX \$ _____
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX
A A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC 5 86625748 (CA) WC 5 86625734 (AOS)	8/1/2013 8/1/2013	8/1/2014 8/1/2014	<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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Certificate Holder is named as Additional Insured for General and Auto Liability as required by written contract.

CERTIFICATE HOLDER 12920446 City and County of San Francisco Its Officer, Agents, and Employees Office of Contract Management & Compliance Department of Public Health 1380 Howard St., Room 442 San Francisco, CA 94103	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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333 S Wabash
Chicago, Illinois 60604

STANDARD WORKERS COMPENSATION
AND EMPLOYERS LIABILITY POLICY

INFORMATION PAGE - RENEWAL OF WC 5 86625748

Policy Number	From	Policy Period	To	Coverage Is Provided By	Agency
WC 5 86625748	08/01/13	08/01/14		VALLEY FORGE INSURANCE COMPANY	043067240
Named Insured And Address				Agent	
ITEM MEDIMPACT HOLDINGS, INC.				MARSH USA INC.	
1. 10181 SCRIPPS GATEWAY COURT				777 S. FIGUEROA STREET 10TH	
SAN DIEGO, CA				LOS ANGELES CA 90017	
				92131	

FEIN NUMBER: 330567651
INTRASTATE ID NO: 044767896

NCCI CARRIER CODE NO: 15032

OTHER WORK PLACES NOT SHOWN ABOVE: SEE ATTACHED SCHEDULE(S)
YOU ARE A - CORPORATION/S

- 2. POLICY PERIOD- 08/01/13 TO 08/01/14 12:01 AM STANDARD TIME AT THE INSUREDS MAILING ADDRESS.
- 3A. PART ONE OF THIS POLICY APPLIES TO THE WORKERS COMPENSATION LAW AND ANY OCCUPATIONAL DISEASE LAW OF EACH OF THE STATES LISTED HERE:
CA.
- 3B. PART TWO OF THIS POLICY APPLIES TO EMPLOYERS LIABILITY INSURANCE FOR WORK IN EACH STATE LISTED IN ITEM 3A: THE LIMITS OF LIABILITY ARE:
BODILY INJURY BY ACCIDENT \$1,000,000 EACH ACCIDENT
BODILY INJURY BY DISEASE \$1,000,000 POLICY LIMIT
BODILY INJURY BY DISEASE \$1,000,000 EACH EMPLOYEE
- 3C. PART THREE OF THIS POLICY APPLIES TO OTHER STATES, IF ANY, LISTED HERE:
NONE.
- 3D. THIS POLICY INCLUDES THESE ENDORSEMENTS AND SCHEDULES: SEE ATTACHED SCHEDULES

4. THE PREMIUM FOR THIS POLICY WILL BE DETERMINED BY OUR MANUAL OF RULES, CLASSIFICATIONS, RATES, AND RATING PLANS. ALL INFORMATION REQUIRED BELOW IS SUBJECT TO VERIFICATION AND CHANGE BY AUDIT.
ADJUSTMENT OF PREMIUM SHALL BE MADE: AT POLICY EXPIRATION
CLASSIFICATION OF OPERATIONS

SEE ATTACHED

EST ANNUAL
PREMIUM

PREMIUM DISCOUNT
EXPENSE CONSTANT

MINIMUM PREMIUM

TERRORISM PREMIUM

TOTAL ESTIMATED ANNUAL PREMIUM
TOTAL STATE TAXES/ASSESSMENTS/SURCHARGES
TOTAL ESTIMATED COST

DEPOSIT PREMIUM

ACCOUNT NUMBER: 3022465014
DATE OF ISSUE: 09/03/13
POLICY ISSUING OFFICE: WOODLAND HILLS
COUNTERSIGNED _____

DATE

BY _____
AUTHORIZED AGENT

WC000001 P-144228-A (ED. 01/03)

Thomas F. Motamed
Chairman of the Board

John Linton
Secretary

INSURED

0000004850086257484605





333 S Wabash
Chicago, Illinois 60604

STANDARD WORKERS COMPENSATION
AND EMPLOYERS LIABILITY POLICY

INFORMATION PAGE - RENEWAL OF WC 5 86625748

Policy Number	From	Policy Period	To	Coverage Is Provided By	Agency
WC 5 86625748	08/01/13	08/01/14		VALLEY FORGE INSURANCE COMPANY	043067240
Named Insured And Address				Agent	
MEDIMPACT HOLDINGS, INC.				MARSH USA INC.	
10181 SCRIPPS GATEWAY COURT				777 S. FIGUEROA STREET 10TH	
SAN DIEGO, CA				LOS ANGELES CA 90017	
92131					

** SCHEDULE OF OPERATIONS **
STATE: CALIFORNIA

SCHEDULE
PAGE 1

4. LOC CLASS NO. CODE	CLASSIFICATION OF OPERATIONS	EST TOTAL ANN REMUN	RATE PER \$100 REMUN	EST ANNUAL PREMIUM
001 8810	CLERICAL OFFICE EMPLOYEES			
8742	SALESPERSONS-OUTSIDE			
5403	CARPENTRY - LESS THAN \$26.00			
5432	CARPENTRY - EQUALS OR EXCEEDS \$26.00			
8859	COMPUTER PROGRAMMING OR SOFTWARE DEVELOPMENT			
9015	BUILDING OPERATION-ALL OTHER EMPLOYEES			
7424	AIRCRAFT OPERATION - FLYING CREW			
SUBTOTAL FOR LOCATION 001				
002 8810	CLERICAL OFFICE EMPLOYEES	IF ANY		
8742	SALESPERSONS-OUTSIDE	IF ANY		
5403	CARPENTRY - LESS THAN \$26.00	IF ANY		
5432	CARPENTRY - EQUALS OR EXCEEDS \$26.00	IF ANY		
8859	COMPUTER PROGRAMMING OR SOFTWARE DEVELOPMENT	IF ANY		
9015	BUILDING OPERATION-ALL OTHER EMPLOYEES	IF ANY		
7424	AIRCRAFT OPERATION - FLYING CREW	IF ANY		
SUBTOTAL FOR LOCATION 002				\$0
003 8810	CLERICAL OFFICE EMPLOYEES	IF ANY		
8742	SALESPERSONS-OUTSIDE	IF ANY		
5403	CARPENTRY - LESS THAN \$26.00	IF ANY		
5432	CARPENTRY - EQUALS OR EXCEEDS \$26.00	IF ANY		
8859	COMPUTER PROGRAMMING OR SOFTWARE DEVELOPMENT	IF ANY		
9015	BUILDING OPERATION-ALL OTHER EMPLOYEES	IF ANY		
7424	AIRCRAFT OPERATION - FLYING CREW	IF ANY		
SUBTOTAL FOR LOCATION 003				\$0

DATE OF ISSUE: 09/03/13
POLICY ISSUING OFFICE: WOODLAND HILLS

WC000001 P-144228-A (ED. 01/03)

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333 S Wabash
Chicago, Illinois 60604

STANDARD WORKERS COMPENSATION
AND EMPLOYERS LIABILITY POLICY

INFORMATION PAGE - RENEWAL OF WC 5 86625748

Policy Number	From	Policy Period	To	Coverage Is Provided By	Agency
WC 5 86625748	08/01/13	08/01/14		VALLEY FORGE INSURANCE COMPANY	043067240
Named Insured And Address				Agent	
MEDIMPACT HOLDINGS, INC. 10181 SCRIPPS GATEWAY COURT SAN DIEGO, CA				MARSH USA INC. 777 S. FIGUEROA STREET 10TH LOS ANGELES CA 90017	
				92131	

** SCHEDULE OF OPERATIONS **
STATE: CALIFORNIA

SCHEDULE
PAGE 2

LOC CLASS NO. CODE	CLASSIFICATION OF OPERATIONS	EST TOTAL ANN REMUN	RATE PER \$100 REMUN	EST ANNUAL PREMIUM
4.				
004 8810	CLERICAL OFFICE EMPLOYEES		IF ANY	
8742	SALESPERSONS-OUTSIDE		IF ANY	
5403	CARPENTRY - LESS THAN \$26.00		IF ANY	
5432	CARPENTRY - EQUALS OR EXCEEDS \$26.00		IF ANY	
8859	COMPUTER PROGRAMMING OR SOFTWARE DEVELOPMENT		IF ANY	
9015	BUILDING OPERATION-ALL OTHER EMPLOYEES		IF ANY	
7424	AIRCRAFT OPERATION - FLYING CREW		IF ANY	
SUBTOTAL FOR LOCATION 004				00
005 8810	CLERICAL OFFICE EMPLOYEES		IF ANY	
8742	SALESPERSONS-OUTSIDE		IF ANY	
5403	CARPENTRY - LESS THAN \$26.00		IF ANY	
5432	CARPENTRY - EQUALS OR EXCEEDS \$26.00		IF ANY	
8859	COMPUTER PROGRAMMING OR SOFTWARE DEVELOPMENT		IF ANY	
9015	BUILDING OPERATION-ALL OTHER EMPLOYEES		IF ANY	
7424	AIRCRAFT OPERATION - FLYING CREW		IF ANY	
SUBTOTAL FOR LOCATION 005				00
006 7424	AIRCRAFT OPERATION - FLYING CREW		IF ANY	
8810	CLERICAL OFFICE EMPLOYEES		IF ANY	
8742	SALESPERSONS-OUTSIDE		IF ANY	
5403	CARPENTRY - LESS THAN \$26.00		IF ANY	
5432	CARPENTRY - EQUALS OR EXCEEDS \$26.00		IF ANY	
8859	COMPUTER PROGRAMMING OR SOFTWARE DEVELOPMENT		IF ANY	
9015	BUILDING OPERATION-ALL OTHER EMPLOYEES		IF ANY	
SUBTOTAL FOR LOCATION 006				00

DATE OF ISSUE: 09/03/13
POLICY ISSUING OFFICE: WOODLAND HILLS

WC000001 P-144228-A (ED. 01/03)

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Chicago, Illinois 60604

STANDARD WORKERS COMPENSATION
AND EMPLOYERS LIABILITY POLICY

INFORMATION PAGE - RENEWAL OF WC 5 86625748

Policy Number	From	Policy Period	To	Coverage Is Provided By	Agency
WC 5 86625748	08/01/13	08/01/14		VALLEY FORGE INSURANCE COMPANY	043067240
Named Insured And Address				Agent	
MEDIMPACT HOLDINGS, INC. 10181 SCRIPPS GATEWAY COURT SAN DIEGO, CA				MARSH USA INC. 777 S. FIGUEROA STREET 10TH LOS ANGELES CA 90017	
				92131	

** SCHEDULE OF OPERATIONS **
STATE: CALIFORNIA

SCHEDULE
PAGE 3

LOC CLASS NO. CODE	CLASSIFICATION OF OPERATIONS	EST TOTAL ANN REMUN	RATE PER \$100 REMUN	EST ANNUAL PREMIUM
007 8810	CLERICAL OFFICE EMPLOYEES		IF ANY	
8742	SALESPERSONS-OUTSIDE		IF ANY	
5403	CARPENTRY - LESS THAN \$26.00		IF ANY	
5432	CARPENTRY - EQUALS OR EXCEEDS \$26.00		IF ANY	
8859	COMPUTER PROGRAMMING OR SOFTWARE DEVELOPMENT		IF ANY	
9015	BUILDING OPERATION-ALL OTHER EMPLOYEES		IF ANY	
7424	AIRCRAFT OPERATION - FLYING CREW		IF ANY	
SUBTOTAL FOR LOCATION 007				\$0
0930	WAIVER OF SUBROGATION			
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION				
9898	FINAL EXPERIENCE MOD EFF 08/01/13 USING FACTOR INTRASTATE ID. NO: 044767896			
9887	SCHEDULE MODIFICATION ADJ. CREDIT			
0064	PREMIUM DISCOUNT - NON STOCK			
0900	EXPENSE CONSTANT NCCI REVISED PROGRAM			
9740	TERRORISM PREMIUM			
0988	CALIFORNIA SURCHARGE			
0987	CA REVOLVING FUND ASSESSMENT			
9711	CA FRAUD SURCHARGE			
9712	CA UNINSURED EMPLOYER FUND ASSMNT			
9714	CA SUBSEQUENT INJURIES FUND ASSMNT			
0939	CA OCCUPATIONAL SAFETY & HEALTH ASSMNT			
9749	CA LABOR ENFORCEMENT ASSMNT CALIFORNIA DEPOSIT PREMIUM			

DATE OF ISSUE: 09/03/13
POLICY ISSUING OFFICE: WOODLAND HILLS

WC000001 P-144228-A (ED. 01/03)

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333 S Wabash
Chicago, Illinois 60604

STANDARD WORKERS COMPENSATION
AND EMPLOYERS LIABILITY POLICY

INFORMATION PAGE - RENEWAL OF WC 5 86625748

Policy Number	From	Policy Period	To	Coverage Is Provided By	Agency
WC 5 86625748	08/01/13	08/01/14		VALLEY FORGE INSURANCE COMPANY	043067240
Named Insured And Address				Agent	
MEDIMPACT HOLDINGS, INC.				MARSH USA INC.	
10181 SCRIPPS GATEWAY COURT				777 S. FIGUEROA STREET 10TH	
SAN DIEGO, CA				LOS ANGELES	CA 90017
92131					

** SCHEDULE OF OPERATIONS **

SCHEDULE
PAGE 4

4. LOC CLASS NO. CODE	CLASSIFICATION OF OPERATIONS	EST TOTAL ANN REMUN	RATE PER \$100 REMUN	EST ANNUAL PREMIUM
***** POLICY TOTALS *****				
	ESTIMATED CLASS PREMIUM			
	ESTIMATED STANDARD PREMIUM			
	PREMIUM DISCOUNT			
	EXPENSE CONSTANT			
	TERRORISM PREMIUM			
	ESTIMATED PREMIUM			
	STATE TAXES/ASSESSMENTS/SURCHARGES			
	ESTIMATED COST			

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DATE OF ISSUE: 09/03/13
POLICY ISSUING OFFICE: WOODLAND HILLS

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333 S Wabash
Chicago, Illinois 60604

STANDARD WORKERS COMPENSATION
AND EMPLOYERS LIABILITY POLICY

INFORMATION PAGE - RENEWAL OF WC 5 86625748

Policy Number	From	Policy Period	To	Coverage Is Provided By	Agency
WC 5 86625748	08/01/13	08/01/14		VALLEY FORGE INSURANCE COMPANY	043067240
Named Insured And Address				Agent	
MEDIMPACT HOLDINGS, INC. 10181 SCRIPPS GATEWAY COURT SAN DIEGO, CA				MARSH USA INC. 777 S. FIGUEROA STREET 10TH LOS ANGELES CA 90017	
				92131	

** ENDORSEMENT SCHEDULE **

SCHEDULE
PAGE 1

NUMBER	DESCRIPTION	EDITION DATE
CC72832A	CA SHORT RATE CANCELATION ENDT	01/12
G19160B	BLANKET WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS	11/97 ←
G22212E04	CA WORKERS COMPENSATION NON-RENEWAL ENDT	05/02
WC000000B	COVERAGE PART	07/11
WC000406A	PREMIUM DISCOUNT ENDORSEMENT	08/95
WC000422A	TERRORISM RISK INS PGM RE-AUTH ACT DISCLOSURE ENDT	09/08
WC040301A	POLICY AMENDATORY ENDORSEMENT - CA	03/98
WC040303	OFFICERS & DIRECTORS COVERAGE EXCLUSION ENDT.	01/85
WC040305	VOLUNTARY COMPENSATION & EMPLOYERS LIAB. COV. ENDT	01/85
WC040360A	EMPLOYERS LIABILITY COVERAGE AMENDATORY ENDT. - CA	11/99
WC040421	OPTIONAL PREMIUM INCREASE ENDT-CA	01/08
WC040601A	CALIFORNIA CANCELATION ENDORSEMENT	12/93

PLEASE READ THE ENCLOSED IMPORTANT NOTICES CONCERNING YOUR POLICY

BR031605	CNA INSURANCE PREMIUM AUDIT	99/99
CC72120B	IMP INFO CA WC POLICYHOLDERS AUDIT REQUIREMENTS	03/13
G140324I	IMP INFO-CA INS GUARANTY FUND SURCH	01/13
G140370D	PRIVACY POLICY NOTICE	04/09
G144222B	IMP INFO FOR OUR CA WC POLICYHOLDERS	01/13
G20593E	IMPORTANT INFO-CA WC INSURANCE RATING LAWS	09/07
G20594G	IMP INFO RATING AND DIVIDEND INFO	12/10
G20911E04	IMP INFO - CA LOSS CONTROL SVCS	08/06

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DATE OF ISSUE: 09/03/13
POLICY ISSUING OFFICE: WOODLAND HILLS

WC000001 P-144228-A (ED. 01/03)

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333 S Wabash
Chicago, Illinois 60604

STANDARD WORKERS COMPENSATION
AND EMPLOYERS LIABILITY POLICY

INFORMATION PAGE - RENEWAL OF WC 5 86625748

Policy Number	From	Policy Period	To	Coverage Is Provided By	Agency
WC 5 86625748	08/01/13	08/01/14		VALLEY FORGE INSURANCE COMPANY	043067240
Named Insured And Address				Agent	
MEDIMPACT HOLDINGS, INC. 10181 SCRIPPS GATEWAY COURT SAN DIEGO, CA				MARSH USA INC. 777 S. FIGUEROA STREET 10TH LOS ANGELES CA 90017	
				92131	

** E N D O R S E M E N T S C H E D U L E **

SCHEDULE
PAGE 2

NUMBER	DESCRIPTION	EDITION DATE
G300550A	IMP INFO CA WC POLICYHLDERS PAYROLL RECORD REQ	01/08
G301195A	IMP. INFO. - POSTING NOTICES AND CLAIM HANDLING	12/11
G301282B	IMP INFO - CA WC ASSESSMENTS AND SURCHARGES	01/13

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DATE OF ISSUE: 09/03/13
POLICY ISSUING OFFICE: WOODLAND HILLS

WC000001 P-144228-A (ED. 01/03)

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333 S Wabash
Chicago, Illinois 60604

STANDARD WORKERS COMPENSATION
AND EMPLOYERS LIABILITY POLICY

INFORMATION PAGE - RENEWAL OF WC 5 86625748

Policy Number	From	Policy Period	To	Coverage is Provided By	Agency
WC 5 86625748	08/01/13	08/01/14		VALLEY FORGE INSURANCE COMPANY Agent MARSH USA INC. 777 S. FIGUEROA STREET 10TH LOS ANGELES CA 90017	043067240
Named Insured And Address					
MEDIMPACT HOLDINGS, INC. 10181 SCRIPPS GATEWAY COURT SAN DIEGO, CA				92131	

** N A M E D I N S U R E D S C H E D U L E **

SCHEDULE
PAGE 1

MEDIMPACT HOLDINGS, INC.
FEIN=330567651

MEDIMPACT HEALTHCARE SYSTEMS, INC. ←
FEIN=330567651

MEDIMPACT INTERNATIONAL, LLC
FEIN=273356946

MEDGENERATIONS, LLC
FEIN=273919814

SANCTUARY RETREAT PROPERTIES
FEIN=262898574

340B HOLDINGS, LLC
FEIN=454228967

BUSINESSONE TECHNOLOGIES, INC
FEIN=201260366

OBJECT INNOVATION, INC.
FEIN=593608432

SUMMIT DATA SERVICES, LLC
FEIN=272428181

VPEX MANAGEMENT, LLC
FEIN=462095439

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DATE OF ISSUE: 09/03/13
POLICY ISSUING OFFICE: WOODLAND HILLS

WC000001 P-144228-A (ED. 01/03)

INSURED



WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY

BLANKET WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS

This endorsement changes the policy to which it is attached.

It is agreed that **Part One Workers' Compensation Insurance G. Recovery From Others** and **Part Two Employers' Liability Insurance H. Recovery From Others** are amended by adding the following:

We will not enforce our right to recover against persons or organizations. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

PREMIUM CHARGE -

The charge will be an amount to which you and we agree that is a percentage of the total standard premium for California exposure. The amount is 2. %.

000000483596625748<616





FORM 3: HRC NON-DISCRIMINATION 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. I acknowledge and agree that any monetary penalty assessed against my firm by the Director of the Human Rights Commission 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.
3. 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.

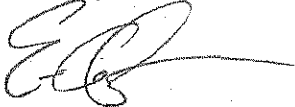
Signature of Owner/Authorized Representative: *Michelle Jahn*
Owner/Authorized Representative (Print) Michelle Jahn
Name of Firm (Print) MedImpact Healthcare Systems, Inc.
Title and Position SVP Account Management
Address, City, ZIP 10181 Scripps Gateway Court, San Diego, 92131
Federal Employer Identification Number (FEIN): 33-0567651
Date: October 25, 2012

June 11, 2012

City and County of San Francisco Department of Public Health
Office of Contract Management & Compliance
ATTN: Junko Craft, Contract Analyst
1380 Howard Street, Room 419c
San Francisco, CA 94103

MedImpact Healthcare Systems, Inc. (MedImpact) does not own any automobiles and therefore does not maintain "owned automobile" insurance. MedImpact does maintain automobile insurance for "hired and non-owned automobiles".

Sincerely,



Eric Little
Director, Resource Manager

*Hired auto and non-owned auto
insurance is accepted in lieu of owned
auto as contract has states vendor does
not own autos.*

*E. Little
Risk Management*

6/12/12