

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

**First Amendment**

THIS AMENDMENT (this “Amendment”) is made as of July 1, 2021, in San Francisco, California, by and between **Health Right 360** (“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 term and increase compensation; and

WHEREAS, the Agreement was competitively procured as required by San Francisco Administrative Code Chapter 21.1 through RFQ-130-HSH-2020 issued on July 31, 2020 and this modification is consistent therewith; and

WHEREAS, approval for this Agreement was obtained when the Civil Service Commission approved Contract Number 42054-20/21 on October 5, 2020; and

WHEREAS, approval for this Amendment under S.F. Charter 9.118 was obtained when the Board of Supervisors approved Resolution No. \_\_\_\_\_ on \_\_\_\_\_.

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

**Article 1      Definitions**

The following definitions shall apply to this Amendment:

- 1.1            **Agreement.** The term “Agreement” shall mean the Agreement dated October 1, 2020, Contract Number 1000019338 and Purchase Order Number 0000491702 between Contractor and City.
- 1.2            **Other Terms.** Terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Agreement.

**Article 2      Modifications to the Agreement**

The Agreement is hereby modified as follows:

**2.1            Term of the Agreement. Section 2.1 Term of the Agreement currently reads as follows:**

2.1    The term of this Agreement shall commence on the latter of: (i) October 1, 2020; or (ii) the Effective Date and expire on June 30, 2021, unless earlier terminated as otherwise provided herein.

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

2.1 The term of this Agreement shall commence on (i) October 1, 2020 and expire on June 30, 2022, unless earlier terminated as otherwise provided herein.

**2.2 Payment. Section 3.3.1 Payment of the Agreement currently reads as follows:**

**3.3.1 Payment.** Contractor shall provide an invoice to the City on a monthly basis for Services completed in the immediate preceding month, unless a different schedule is set out in Appendix B, "Calculation of Charges." Compensation shall be made for Services identified in the invoice that the Director of Health, in his or her sole discretion, concludes has been satisfactorily performed. Payment shall be made within 30 calendar days of receipt of the invoice, unless the City notifies the Contractor that a dispute as to the invoice exists. In no event shall the amount of this Agreement exceed **Nine Million Seven Hundred Seventy Seven Thousand Seven Hundred Fifty Six Dollars (\$9,777,756)**. The breakdown of charges associated with this Agreement appears in Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein. A portion of payment may be withheld until conclusion of the Agreement if agreed to by both parties as retainage, described in Appendix B. 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:**

**3.3.1 Payment.** Contractor shall provide an invoice to the City on a monthly basis for Services completed in the immediate preceding month, unless a different schedule is set out in Appendix B, "Calculation of Charges." Compensation shall be made for Services identified in the invoice that the Director of Health, in his or her sole discretion, concludes has been satisfactorily performed. Payment shall be made within 30 calendar days of receipt of the invoice, unless the City notifies the Contractor that a dispute as to the invoice exists. In no event shall the amount of this Agreement exceed **Twenty One Million Seven Hundred Sixty Seven Thousand One Hundred Forty Six Dollars (\$21,767,146)**. The breakdown of charges associated with this Agreement appears in Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein. A portion of payment may be withheld until conclusion of the Agreement if agreed to by both parties as retainage, described in Appendix B. In no event shall City be liable for interest or late charges for any late payments.

**2.3 Appendices A and A-1 dated 07/01/21 (i.e. July 1, 2021) are hereby added for 2021-22.**

**2.4 Appendices B and B-1 dated 07/01/21 (i.e. July 1, 2021) are hereby added for 2021-22.**

**2.5 Appendix D, FEMA Contract Requirements dated 07/01/20 is hereby deleted and Appendix D, FEMA Contract Requirements dated 07/01/21 is hereby added to the Agreement for 2021-22.**

**2.6 Appendix F, Invoices, dated 07/01/21 (July 1, 2021) are hereby added for 2021-22.**

**2.7 Appendix I, Dispute Resolution Procedure dated 07/01/20 is hereby deleted and Appendix I, Dispute Resolution Procedure dated 07/01/21 is hereby added to the Agreement for 2021-22.**

**Article 3 Effective Date**

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

**Article 4 Legal Effect**

**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**

Recommended by:

\_\_\_\_\_  
Grant Colfax  
**Director of Health**  
**Department of Public Health**

Approved as to Form:

Dennis J. Herrera  
City Attorney

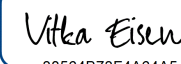
By: \_\_\_\_\_  
Henry Lifton  
Deputy City Attorney

Approved:

\_\_\_\_\_  
Sailaja Kurella  
Acting Director of the Office of Contract  
Administration, and Purchaser

**CONTRACTOR**

**Health Right 360**

DocuSigned by:  
  
38564B73F4A64A5... 4/21/2021 | 6:45 PM PDT  
\_\_\_\_\_  
**Vitka Eisen**  
**Chief Executive Director**

City Supplier ID:  
0000018936

**Appendix A**  
**Scope of Services – DPH Behavioral Health Services**

1. **Terms**
  - A. Contract Administrator
  - B. Reports
  - C. Evaluation
  - D. Possession of Licenses/Permits
  - E. Adequate Resources
  - F. Admission Policy
  - G. San Francisco Residents Only
  - H. Grievance Procedure
  - I. Infection Control, Health and Safety
  - J. Aerosol Transmissible Disease Program, Health and Safety
  - K. Acknowledgement of Funding
  - L. Client Fees and Third Party Revenue
  - M. DPH Behavioral Health (BHS) Electronic Health Records (EHR) System
  - N. Patients' Rights
  - O. Under-Utilization Reports
  - P. Quality Improvement
  - Q. Working Trial Balance with Year-End Cost Report
  - R. Harm Reduction
  - S. Compliance with Behavioral Health Services Policies and Procedures
  - T. Fire Clearance
  - U. Clinics to Remain Open
  - V. Compliance with Grant Award Notices
2. **Description of Services**
3. **Services Provided by Attorneys**

**1. Terms**

A. Contract Administrator:

In performing the Services hereunder, Contractor shall report to **Elizabeth Davis**, Program Manager, 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. DPH Behavioral Health Services (BHS) Electronic Health Records (EHR) System

Treatment Service Providers use the BHS Electronic Health Records System and follow data reporting procedures set forth by SFDPH Information Technology (IT), BHS Quality Management and BHS 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 Behavioral Health Services Policies and Procedures

In the provision of SERVICES under BHS contracts, CONTRACTOR shall follow all applicable policies and procedures established for contractors by BHS, 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.”

U. Clinics to Remain Open:

Outpatient clinics are part of the San Francisco Department of Public Health Community Behavioral Health Services (CBHS) Mental Health Services public safety net; as such, these clinics are to remain open to referrals from the CBHS Behavioral Health Access Center (BHAC), to individuals requesting services from the clinic directly, and to individuals being referred from institutional care. Clinics serving children, including comprehensive clinics, shall remain open to referrals from the 3632 unit and the Foster Care unit. Remaining open shall be in force for the duration of this Agreement. Payment for SERVICES provided under this Agreement may be withheld if an outpatient clinic does not remain open.

Remaining open shall include offering individuals being referred or requesting SERVICES appointments within 24-48 hours (1-2 working days) for the purpose of assessment and disposition/treatment planning, and for arranging appropriate dispositions.



In the event that the CONTRACTOR, following completion of an assessment, determines that it cannot provide treatment to a client meeting medical necessity criteria, CONTRACTOR shall be responsible for the client until CONTRACTOR is able to secure appropriate services for the client.

CONTRACTOR acknowledges its understanding that failure to provide SERVICES in full as specified in Appendix A of this Agreement may result in immediate or future disallowance of payment for such SERVICES, in full or in part, and may also result in CONTRACTOR'S default or in termination of this Agreement.

V. Compliance with Grant Award Notices:

Contractor recognizes that funding for this Agreement may be provided to the City through federal, State or private grant funds. Contractor agrees to comply with the provisions of the City's agreements with said funding sources, which agreements are incorporated by reference as though fully set forth.

Contractor agrees that funds received by Contractor from a source other than the City to defray any portion of the reimbursable costs allowable under this Agreement shall be reported to the City and deducted by Contractor from its billings to the City to ensure that no portion of the City's reimbursement to Contractor is duplicated.

**2. Description of Services**

Contractor agrees to perform the following Services:

All written Deliverables, including any copies, shall be submitted on recycled paper and printed on double-sided pages to the maximum extent possible.

Detailed description of services are listed below and are attached hereto

**Appendix A-1 Isolation and Quarantine Sites**

**3. Services Provided by Attorneys.** Any services to be provided by a law firm or attorney to the City 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.

**Contractor Name: HealthRIGHT 360**  
**Program Name: Isolation and Quarantine Sites**

**Appendix A- 1**  
**Contract Term: 07/01/21 – 06/30/22**

**1. Identifiers:**

Program Name: Isolation and Quarantine Sites  
Program Address, City, State, ZIP: TBD  
Telephone/FAX: TBD  
Website Address: [www.healthright360.org](http://www.healthright360.org)  
  
Contractor Address, City, State, ZIP:  
1563 Mission St, 4<sup>th</sup> Floor, San Francisco, CA 94103  
[contracts@healthright360.org](mailto:contracts@healthright360.org)

Program Director: Kathleen Johnson-Silk  
Telephone: 415-969-6528  
Email Address: [ksilk@healthRIGHT360.org](mailto:ksilk@healthRIGHT360.org)  
  
Program Code(s) **(if applicable)**:

**2. Nature of Document:**

Original       Amendment One       Revision to Program Budgets (RPB)

**3. Goal Statement:**

HealthRIGHT 360's goal is:

- To reduce transmission and mitigate morbidity and mortality from COVID-19 disease.
- To provide San Francisco's unhoused and marginally housed suspected or confirmed COVID-19 a space to stay until the end of their isolation or quarantine period.
- To provide low-acuity medical and behavioral health support for suspected or confirmed COVID-19 patients staying at I&Q sites.
- To discharge post-COVID patients from I&Q sites appropriately.
- To provide a safe, dignified, and stigma-free atmosphere; fostering a radical hospitality approach.
- To create an environment rooted in the principles of harm reduction and trauma-informed service delivery.

**4. Priority Population:**

The target population are:

- 1) Laboratory-confirmed COVID-19 infection who do not require hospitalization, but live in a congregate setting or are people experiencing sheltered/unsheltered homelessness and cannot safely isolate in their current housing setting

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- 2) People who are symptomatic, but do not require hospitalization, have a known contact with a confirmed COVID-19 case, and who live in congregate settings or are people experiencing sheltered/unsheltered homelessness and cannot safely isolate in their current housing setting
- 3) People who are symptomatic, but not requiring hospitalization while awaiting test results with suspected community transmission, who live in congregate settings and cannot be isolated elsewhere in their living facility, or are people experiencing sheltered/unsheltered homelessness.
- 4) People who are asymptomatic, have known contact with a confirmed COVID-19 case who live in congregate settings or are people experiencing sheltered/unsheltered homelessness and cannot safely isolate in their current housing setting

#### 5. Modality(s)/Intervention(s):

**See instructions on the need and/or the use of these tables**

<b>Units of Service (UOS) Description (add more rows if needed)</b>	<b>Units of Service (UOS)</b>	<b>Unduplicated Clients (UDC)</b>
Client Bed Day  80 Beds Capacity x 75% Projected Utilization x 12 Months  Average Length of Stay is expected to be 14 days	14,600	1,043
<b>Total UOS Delivered</b>	<b>14,600</b>	
<b>Total UDC Served</b>		<b>1,043</b>

**\* Number of Contacts (NOC) is only used for CHEP-HPS Narratives.**

#### 6. Methodology:

Indirect Services (programs that do not provide direct client services, such as Fiscal Intermediary/Program Management contractors): Describe how the program will deliver the purchased services.

Direct Client Services: Describe how services are delivered and what activities will be provided, addressing, how, what, and where for each section below:

1. Outreach, recruitment, promotion, and advertisement:  
Not Applicable
2. Admission, enrollment and/or intake criteria and process where applicable:

Current residential status must be one (1) of the following:

- Living in a congregate setting (SRO, Navigation Center, Shelter, Residential Rehab, Board and Care, etc.) with no way to self-isolate

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- Living in a shared small space where unable to stay less than 6 feet away from other
- Living in a space with a shared bathroom and or shared kitchen, and person unable to maintain appropriate hygiene (wash hands before/after use, wipe down surfaces after use) Living with someone who is considered vulnerable for morbidity and mortality (over 60 and/or with underlying immunocompromising conditions) with no way to self-isolate from that person
- Exiting a health care or other institution with no identified residence at time of discharge
- Unsheltered homeless: living on the street/tent/car/place not meant for habitation.

AND

Current clinical status must be one (1) of the following:

- Confirmed positive COVID-19 test result
- Recent sustained contact (within 6 feet for a prolonged period of time) with a confirmed positive COVID-19 case
- Person under investigation (PUI) based on:
- Symptoms <https://www.cdc.gov/coronavirus/2019-ncov/symptomstesting/symptoms.html>
- Pending test results or requiring a test

In addition to residential and clinical status, referrals are screened via the following criteria to determine if the current Isolation and Quarantine centers are a safe and appropriate fit for the guest:

- Person is able to care for their own hygiene, toileting, and medication management;
- Able to self-monitor symptoms: check their own temperature and oxygen;
- The person has not demonstrated any impulse or behavioral control issues during their stay at hospital, shelter, or program that did not respond to verbal redirection
- Besides mild respiratory symptoms, no acute medical issues;
- Person has agreed to stay in a city supported room for the remainder of their care

Individuals that meet **any** of the following criteria will **NOT** be referred to the I&Q hotels:

- Person is unable to care for their own hygiene, toileting, medication management and checking their own temperature
- Unable to cognitively understand and adhere to isolation procedures
- Not medically stable enough to be managed in the community
- Needs significant support with activities of daily living (ADLs) or medical needs such as wound care, oxygen, checking blood sugar, etc. (emergency IHSS may be available on a case by case basis for limited ADL support)
- Demonstrates active self-harming behaviors, suicide or homicidal aggression

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### When a new guest arrives at I&Q

Safety Monitors will welcome the new guest and do a quick “check-in” letting them know the intake procedure that they are about to undergo, before they are taken to their room. Safety Monitors will escort the guest to the Intake station and introduce the guest to the RN.

RNs will:

- Review intake information collected by ReACT team on RTZ (or other designated EHR system)
- Review discharge paperwork from the hospital or clinic if present
- Will document symptom review in RTZ (Or other EHR system):
  - Coughing Symptoms
  - Quality of breath/respiration
  - Subjective fever
  - Headache
  - Diarrhea
  - Myalgias
  - Sore throat
  - Chills
  - Rhinorrhea
  - Sinus congestion
  - Fatigue
- Document temperature and SpO2 in RTZ (or other designated EHR system)
- Conduct COVID-19 testing if indicated (including placing order in Epic, completing PHL paper requisition form and collecting specimen)

### Additional Screening

Additionally, upon intake, all participants will be clinically screened using the Housing Opiate Overdose Risk Assessment Tool. Participants who score highly on the HOORAT will be placed on a “high-priority” list and monitored more frequently. To create an atmosphere of trust and respect, participants will be informed that while drug use is not condoned, no one will be punished for using drugs, as our staff are here first and foremost to support them and keep them safe.

RN will complete intake, ensure that all intake forms have been completed and that the guest has signed the Guest Guidelines and Agreement Form, and the Immediate Safety Exit Policy. The RN will then escort the guest to their room, and hand them the Guest Welcome Letter that contains details of services, guidance, and other client focused information such as drug safety and availability of harm reduction supplies. The RN lets the guest know that the Health Worker team will call the guest using the site phone system within 24hrs of guest being admitted by nursing team. The Health Worker team will review the Guest Welcome Letter in detail with the guest and ask if they have any questions or concerns. The Health

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Worker Team will then conduct a needs assessment with the guest to determine the following non-medical needs of the guest:

- Connections to providers
- Check for any existing guest appointments
- Check for any essential business needs
- SUD/EtOH/Harm Reduction needs
- Adherence support
- Discharge Planning

The Health Worker team develops a Care Plan with the guest to support them during their I&Q stay and problem solve around essential business needs and existing appointments. The Behavioral Health team will also start the guests discharge plan. The Health Worker Team then documents the Care Plan and any other relevant guest information in the RTZ database (or other designated EHR system).

### 3. Service delivery model

#### *Behavioral Health Services Onsite & Referral/Linkage*

Crisis management and de-escalation: We will use a comprehensive approach to prevent crises stemming from overdose. All participants and staff will be trained in Overdose Prevention and Narcan Administration. All HR360 staff will be trained in Overdose Prevention, Rescue, and Response (OPPR). HR360 has several overdose prevention policies and procedures already in place that we will utilize for this program. Based on California Civil Code, Section 1714.22, HR360's Opioid Overdose Prevention and Response Protocol outlines staff procedures for responding to overdoses that occur onsite. It is HR360's policy to call emergency services in the case of a suspected opioid overdose. In order to improve the likelihood of a good health outcome for the individual, our protocol outlines interventions that can be done by HR360 staff while waiting for emergency services.

All staff assigned to this program will also be trained in mental health crisis identification, management, and de-escalation. Our approach is informed by the SAMHSA-published toolkit, Practice Guidelines: Core Elements in Responding to Mental Health Crises. Our response aims to avoid harm to the individual in crisis and intervene in person-centered ways (e.g. account for the individual's unique circumstances, preferences, and goals).

#### *Medical Support*

**Contractor Name: HealthRIGHT 360**  
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Monitoring symptoms and coordinating transfer to a hospital as required: Our Medical Team will record any instances of fever, chills, shortness of breath/difficulty breathing, fatigue, muscle aches, headaches, loss of taste or smell, sore throat, congestion, nausea, diarrhea, and any other clinician-observed or participant-reported symptoms. Our clinicians will monitor any new and/or worsening symptoms and use their clinical judgment to determine when/if transfer to a hospital is medically indicated.

Precursors to hospitalization may include but are not limited to COVID-related signs such as: oxygen saturation below 90, elevated heart rate, high fever, signs of severe respiratory distress, and abnormal vitals. Hospitalization may also be necessary to address medical emergencies unrelated to COVID, including overdose, severe mental health crises, and any other medical health emergency.

In non-emergency situations, transfer to hospitalization will be facilitated through our Drivers who will provide safe transfers of participants from the I&Q site to external locations as recommended by medical and behavioral health staff. In cases of emergency, 911 will be called.

Supporting and coordinating response to medical crises: HR360 has several overdose prevention policies and procedures already in place that we will utilize for this program. Based on California Civil Code Section 1714.22, HR360's Opioid Overdose Prevention and Response Protocol outlines staff procedures for responding to overdoses that occur onsite. It is HR360's policy to call emergency services in the case of a suspected opioid overdose. In order to improve the likelihood of a positive health outcome for the individual, the protocol outlines the interventions that can be done by HR360 staff while waiting for emergency services to arrive.

Other medical crises will be responded to by our Registered Nurses, Medical Assistants, Physicians, Health Workers, and Supervising Health Workers. These staff will collaborate to a) address immediate participant needs to the furthest extent possible, and b) determine whether hospitalization is indicated.

Developing treatment plans and making referrals: Treatment plans will be developed through collaboration between HR360 medical and behavioral health staff. Our team will review information from the referring entity, as well as that collected during the participant's I&Q intake and initial needs assessment. Treatment plans will be individualized based on the participants' health needs and associated level of support. However, treatment plans for COVID-19 positive participants will inevitably share some elements, such as: monitoring fluid intake; providing supportive medication to manage symptoms; and following additional treatment guidelines as determined by the County, the CDC, Harm Reduction Coalition, and other credible sources. When participants are ready for discharge, medical staff will review the case and ensure that appropriate treatment plans, recommendations for follow up, and referrals to necessary services are in place.

Performing rounds: Rounds will be performed to ascertain both the medical condition of participants and the state of their mental wellbeing. The majority of communication and assessment will happen via telephone, but there may be instances when a nurse or medical provider may need to enter the Guest's

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room in order to render emergency medical care, administer injectable medications, or to complete a medical assessment. In these situations, the Guest will be asked to wash their hands and put on a surgical mask prior to the medical staff entering their room. All staff entering a Guest's room are expected to don full PPE, dispose of it properly, and wash hands thoroughly afterwards. Daily symptom checks will be completed by the RN or other clinical staff throughout the daytime shift (7a-7p), ensuring that all patients residing in the facility have been contacted by end of shift. Symptom check calls will start as early as 8 am. Daily symptom check calls will be documented in RTZ (or other designated EHR). Rounds will be conducted in a respectful way, and we envisage that participants will welcome the contact from providers showing a genuine interest in their wellbeing. We will ensure the emphasis is on a friendly inquiry into their health. We want participants to feel welcome and cared for. We plan to conduct rounds multiple times a day. Participants at high risk for overdose will be visited several times a day. They will also be provided with overdose prevention information and highly encouraged to refrain from using alone. When possible, a Nurse and a Behavioral Health Worker will do the rounds together.

Prescribing and administering medications, therapies, and other treatments: Our medical team will administer any medications the participant currently takes, as well as prescribe new medications to address emerging or evolving health needs.

OTC medications can be left directly outside Guests' doors and collected by the Guest after the RN has left the area. Instructions on how to take the medication should be given to the Guest via telephone call. All medication allergies, medication indications and contraindications should be verified via phone call prior to medication dispensing. The Guest should be reminded to wear a mask when leaving isolation, even just to pick up medications outside the door.

Up to a 2-week supply of methadone can be delivered by methadone clinic staff and stored in a locked cabinet on site. Dispensing of methadone to Guests must be observed by an RN or methadone clinic staff standing at least 6 feet away from the Guest when they open to the door to pick up the medication.

If substance use challenges are identified for a Guest during intake or while on site, the intake or site RN can call the I&Q Medical Provider or Medical Lead. Harm reduction resources are also available on site and should be offered to all clients as needed.

If Guest takes medications daily, they may already have a pharmacy that prepares and delivers the medications. However, if a Guest needs medication during their stay at I and Q, then the RN can call the medical provider on call and have them send medications to a pharmacy that delivers, which could be one of the following:

- ZSFG Outpatient pharmacy: 628-206-4540
- Daniels pharmacy: 415-584-2210
- Script Site: 415-800-8060
- Alto Pharmacy: 800-874-5881
- Mission Wellness 415-826-3484



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Therapies and other treatments will also vary depending on each participant's needs, but all treatment will be rooted in the principles of harm reduction, cognitive behavioral therapy, motivational interviewing, and trauma-informed care. HR360 staff will also utilize an adapted version of the Desk Sheet for Adherence Support Counseling, currently in use by existing I&Q site providers to help maximize adherence to I&Q guidelines. This document provides techniques for helping participants to recognize and normalize feelings of loneliness and anger and for supporting those who are minimizing the severity of their illness(es). Among the strategies presented are asking open-ended questions (e.g., what is the hardest thing about isolation?), providing resources (e.g., Harm Reduction Therapy Center), providing health education (e.g., explaining that people may be infectious without symptoms), and explaining how to get needs met by working with HR360 staff.

#### 4. Discharge Planning and exit criteria and process

Medical clearance for discharge will depend largely on evolving guidance from the County. Once a patient has been cleared by provider for discharge, this change will be reflected in RTZ (or other designated EHR) [patient status will be listed as "medically cleared for discharge"] and RN team will be notified by provider. RN team is expected to pass this information on to the Guest, and to the Health Worker team for discharge planning purposes. The Guest is therefore cleared medically to return to their prior living situation. The Health Worker Team in collaboration with the Containment Discharge Team (or other DPH designee) will make every effort to place the Guest in a safe living space if the Guest was unsheltered, homeless, or no longer has a home to return to. After medical clearance, the Guest is not required to maintain strict Isolation/Quarantine for public health purposes, however the Guest should recognize that while discharge is being arranged, they are being provided ongoing lodging as a courtesy and should respect site staff time and commitment to support the guests that do need to maintain isolation or quarantine precautions. Medically cleared discharged Guests should be allowed to leave the site no more than 3 times daily (in order to minimize staff needing to let new Guests into their rooms. Daily RN check ins will stop, though they are still available for medical issues and questions as they arise. The Health Worker Team team will continue to coordinate with the Guest around discharge planning and stabilization. Any managed alcohol or cigarette dispensing that may have been occurring to support isolation and quarantine will end.

For participants who wish to be discharged before the allotted 14 days, we will always consult with DPH to determine best practices. One tool we will use for counseling participants who wish to discharge against medical advice is the Desk Sheet for Adherence Support Counseling (Attachment 3). The guidance in this document humanizes the experience of isolation and avoids infantilization. It offers conversational prompts for providers to utilize with participants who are minimizing the severity of their illness or dismissing their diagnosis. If a person decides to leave early against our advice, we will use Motivational Interviewing to empower them to follow up with a health provider (HR360, DPH, or another). We will counsel them on the continuing need to wear a mask and avoid exposing themselves and others. We will advise them that there are still many steps they can take to reduce the risk of community transmission.

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If they do not want to see a provider in a brick and mortar location, they may agree to a follow up with Street Medicine providers (either through HR360's Street Outreach Team or another provider), or another DPH partner. We can also suggest tele-medicine visits if they have a smart phone. We will do our best to determine their next intended location so that we can follow up or collaborate with DPH staff to follow up with the participant.

## 5. Program staffing

### *Registered Nurse*

- Role: Providing medical services using trauma informed, harm reduction, and motivational interviewing principles; Monitoring participant symptoms and coordinating participant transfer to a hospital, as required; Supporting and coordinating response to medical crises; Developing treatment plans and making referrals; Performing rounds; administering medications, therapies, and other treatments; and Preparing participants for discharge and creating discharge plans.
- FTE: 12.0

### *Charge Nurse*

- Role: Provide administrative oversight and coordination of nurse staffing. Providing medical services using trauma informed, harm reduction, and motivational interviewing principles; Monitoring participant symptoms and coordinating participant transfer to a hospital, as required; Supporting and coordinating response to medical crises; Developing treatment plans and making referrals; Performing rounds; administering medications, therapies, and other treatments; and Preparing participants for discharge and creating discharge plans.
- FTE: 1.0

### *Medical Assistant*

- Role:
  - Medical Support: Providing medical services using trauma informed, harm reduction, and motivational interviewing principles; Monitoring participant symptoms and coordinating participant transfer to a hospital, as required; Supporting and coordinating response to medical crises; Performing rounds; Administering therapies, and other treatments under the supervision of the provider.
  - Program Support: Onboarding and orienting onsite staff (e.g. Grantee staff, subcontractors, other service providers) to program documents, policies, and procedures; and Data entry and reporting.
- FTE: 6.0

### *Physician / Physician Assistant/ Nurse Practitioner*

- Role: Medical Support: Providing medical services, assessment, diagnosis, and treatment, using trauma informed, harm reduction, and motivational interviewing principles; Prescribing

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and administering medications, therapies, and other treatments; and Medically clearing participants for discharge and creating discharge plans.

- FTE: 3.0

#### *Health Workers*

- Role:
  - Medical Support: Providing medical services using trauma informed, harm reduction, and motivational interviewing principles; Monitoring participant symptoms and coordinating participant transfer to a hospital, as required; Supporting and coordinating response to medical crises; checking in on clients.
  - Behavioral Health: Crisis management and de-escalation; Trauma informed, harm reduction, and motivational interviewing principles; Assessing the needs of participants; Documenting participant interactions; Collaboration with medical staff, as needed; Collaboration with any DPH wellness, behavioral health, and harm reduction support, efforts, and training; and Create and implement discharge plans and safe dispositions.
  - Participant Support: Make referrals to Access Points, and eliminate barriers to connect guests to Access Points; Coordination of supportive service providers (e.g. In-Home Supportive Services, behavioral health, harm reduction, nursing/medical, other wellness support, Problem Solving, Coordinated Entry assessment and housing navigation; and benefits linkage); Communicate and coordinate with outside service providers to support in their transition, including, but not limited to assisting guests in obtaining and maintaining public benefits; Maintenance and distribution of operational and participant supplies; Support participants' reasonable accommodations, transfers, and other supports; and Exit planning.
- FTE: 34.67

#### *Supervising Health Workers*

- Role:
  - Medical Support: Providing medical services using trauma informed, harm reduction, and motivational interviewing principles; Monitoring participant symptoms and coordinating participant transfer to a hospital, as required; Supporting and coordinating response to medical crises; Performing rounds; Administering medications, therapies, and other treatments
  - Behavioral Health: Crisis management and de-escalation; Providing behavioral health services using trauma informed, harm reduction, and motivational interviewing principles; Assessing the needs of participants; Documenting participant interactions; Collaboration with medical staff, as needed; Collaboration with any DPH wellness, behavioral health, and harm reduction support, efforts, and training; and Create and implement discharge plans and safe dispositions.

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- Participant Support: Make referrals to Access Points, and eliminate barriers to connect guests to Access Points; Coordination of supportive service providers (e.g. In-Home Supportive Services, behavioral health, harm reduction, nursing/medical, other wellness support, Problem Solving, Coordinated Entry assessment and housing navigation; and benefits linkage); Communicate and coordinate with outside service providers to support in their transition, including, but not limited to assisting guests in obtaining and maintaining public benefits; Maintenance and distribution of operational and participant supplies; Support participants' reasonable accommodations, transfers, and other supports; and Exit planning.
- FTE: 11.0

#### *Janitorial*

- Role:
  - Building Operations: Provide janitorial services per DPH and EOC requirements and standards; Maintain and provide furnishings (e.g. towels/linens) and supplies (e.g. feminine hygiene products; toothbrushes; soap) for participants.
- FTE: 2.67

#### *Driver*

- Role: Provide safe transfers of participants from I&Q site to external locations as recommended by medical and behavioral health staff or at time of discharge.
- FTE: 2.0

#### *Safety Navigator*

- Role:
  - Security/De-escalation: Provide safety and de-escalation per City instructions; Site front desk duties; Ensure the safety of participants and staff and protection of property.
  - Participant Support: Participant intake, including completion of forms and acknowledgement of the Participant Agreement/Site Rules, bed assignment, and orientation to the site; Operations, such as entry and exits, mail, phone, and technology coordination; Wellness checks and connection to care for anyone demonstrating symptoms of physical or behavioral health needs; Health screening, including temperature checks in accordance with DPH requirements.
- FTE: 22.00

#### *Project Director*

- Role: Providing oversight and leadership for the I&Q program; Responsible for hiring and supervision of onsite staff and any subcontractors; Responsible for monitoring PPE utilization and supply of PPE, and for placing restocking orders from the EOC; Responsible for the provision of three meals per day to participants in accordance with all DPH and EOC regulation.

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- FTE: 1.0

*Facilities Director*

- Role:
  - Building Operations: Maintain facilities and systems in full compliance with requirements of the law, local standards, and in accordance with DPH requirements and guidelines to maintain the health and safety of participants and staff (e.g. smoke/carbon monoxide detectors, fire exits, smoking and animal relief areas, pest control, access to hygiene); Maintain and create site logs, records of entry and exit, and manage key access for participants, partner agencies and on-site staff; Provide laundry services/coordinate with the City's Emergency Operations Center (EOC) to ensure laundry is available /coordinate use of onsite laundry facilities for participant use; Manage janitorial services per DPH and EOC requirements and standards; Maintain and provide furnishings (e.g. towels/linens) and supplies (e.g. feminine hygiene products; toothbrushes; soap) for participants; Coordinate through the EOC with City cleaning vendor(s) to ensure that sites receive deep cleaning when a room or unit that is housing a COVID-19 positive participant turns over; when a participant becomes symptomatic; or in the event of a death on site; Provide space for secure and pest-free storage of participant belongings, as appropriate for the site(s).
- FTE: 1.0

The staffing plan provides for adequate coverage necessary for peak utilization based on the site capacity, given the uncertainty on actual utilization, there may be periods of time when all staff may not be necessary for operations, however will need to remain employed so that the program can accommodate any rapid changes in census. During periods of low utilization, staff may engage in other COVID related activities like vaccination efforts, COVID testing support, supporting isolation and quarantine efforts in other program sites (ie: detox and residential treatment settings), and the like, which may be at locations other than the program site.

6. Vouchers  
 Not Applicable

**7. Objectives and Measurements:**

All objectives, and descriptions of how objectives will be measured, are contained in the BHS document entitled Adult and Older Adult Performance Objectives FY 19-20.

**8. Continuous Quality Improvement:**

1. Achievement of contract performance objectives and productivity;

HealthRIGHT 360 is committed to maintaining careful quality control procedures and, therefore maintains a robust Quality Control Plan in order to ensure that the agency is both achieving our targeted objectives while participants also achieve positive outcomes. To

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measure and monitor our own performance, HealthRIGHT 360 has implemented a number of procedures and systems that work together to collect, store, report, analyze, and monitor data so that participant outcomes can be evaluated relative to internal and external performance goals. These systems also identify areas in need of improvement and enable fast and effective responses. HealthRIGHT 360 executive staff preside over a network of committees that ensure agency-wide adherence to the Quality Control Plan.

2. Quality of documentation, including a description of the frequency and scope of internal chart audits;

**QRR Process:** HealthRIGHT 360 requires all program supervisors to audit at least 10% of their files each month for conformance to contract requirements and agency standards. Program supervisors receive a randomly generated list of client names to review using an audit tool tailored to the specifics of their program. Program supervisors are encouraged to use the tool to audit additional files to ensure maximum conformance with program requirements. A corrective action plan must be completed for all deficiencies identified. Completed audit forms are submitted monthly to the Compliance Manager who reviews the forms for accuracy and determines training needs based on patterns of deficiencies.

**Additional File Review:** In addition to reviewing 10% of the case files monthly as a component of the Quality Record Review Process, a Program Supervisor must review each file when a client discharges from the program, and conduct targeted reviews of files for any staff member whose performance standards are in question. In the event that a pattern of deficiencies is identified, the Program Supervisor will work with the Vice President of Corporate Compliance to determine and implement a corrective action plan which can include all-staff training workshops, individual staff supervision and one-on-one training, and/or performance management strategies (performance improvement plans or disciplinary actions) involving the Director of Human Resources.

### **DMC Chart Audit & Review (DMC programs only)**

#### **Daily Audits**

- All New Admits *Intake/Admission Audit Tool for a description of listed items checked daily*
- Clinician Follow-up Check  
Goal: Minimum 100% of active clients per program

#### **Weekly Audits**

- Assessment & Treatment Plans – audit tools on file  
Goal: Minimum 20% of active clients per program
- Individual Counseling Session Progress Notes -audit tools on file  
Goal: Minimum of 10% active clients per program

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- Group Notes  
Goal: Minimum 10% of active clients per program
- Weekly Summary Note Requirements for IOP and RTX Clients- audit tools on file  
Goal: Minimum 10% of active clients per program
- Staff Credential Checks in Welligent

**Monthly Audits**

- Discharge Charts  
Goal: 100% of clients per program -audit tools on file
- Group Sign-In Sheets Check  
Goal: Minimum of 10% of active clients per program

**3. Cultural competency of staff and services;**

HealthRIGHT 360 is committed to being culturally and linguistically competent by ensuring that staff has the capacity to function effectively as treatment providers within the context of the cultural beliefs, behaviors, and needs presented by the consumers of our services and their communities. This capacity is achieved through ongoing assessment activities, staff training, and maintaining a staff that is demographically compatible with consumers and that possesses empathic experience and language capability.

**4. Satisfaction with services; and**

Satisfaction surveys are distributed annually (agency wide) to recruit feedback from our participants on how we are doing and for areas of improvement. We utilize this information in developing goals for strategic planning in our Steering Committee. We also administer Satisfaction Surveys for most CBHS contracts annually as required by CBHS.

**5. Timely completion and use of outcome data, including, but not limited to ANSA data (Mental Health Programs only) or CalOMS (Substance Use Disorder Treatment Programs only).**

To measure and monitor our own performance, HealthRIGHT 360 has implemented a number of procedures and systems that work together to collect, store, report, analyze, and monitor data so that participant outcomes can be evaluated relative to internal and external performance goals. This infrastructure supports the overall processes that guide timely completion of the ANSA for our MH Adult programs along with CalOMS for our SA Programs. These systems also identify areas in need of improvement and enable fast and effective responses.

**9. Required Language:**

N/A

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**10. Subcontractors & Consultants (for Fiscal Intermediary/Program Management ONLY):**  
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 3.3, 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 (15<sup>th</sup>) 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 (15<sup>th</sup>) 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 January 1 through June 30 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: COVID-19 Isolation and Quarantine Site

B. *COMPENSATION*

Compensation shall be made in monthly payments on or before the 30<sup>th</sup> 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 One Million Seven Hundred Sixty Seven Thousand One Hundred Forty Six Dollars (\$21,767,146) for the period of October 1, 2020 through June 30, 2022.**

CONTRACTOR understands that, of this maximum dollar obligation, **\$1,396,822** 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.

<b>October 1, 2020 to June 30, 2021</b>	<b>\$8,730,139</b>
<b>July 1, 2021 to June 30, 2022</b>	<b>\$11,640,185</b>
<b>Subtotal October 1, 2020 to June 30, 2022</b>	<b>\$20,370,324</b>
<b>Contingency</b>	<b>\$1,396,822</b>
<b>Total October 1, 2020 to June 30, 2022</b>	<b>\$21,767,146</b>

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 thirty (30) business 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, which shall not be unreasonably withheld, conditioned, or delayed. Within 30 days of executing this Agreement, CONTRACTOR shall record a notice, substantially in a form acceptable to the City, against the properties located at 890 Hayes Street and/or 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							Appendix B, Page 1
Legal Entity Name/Contractor Name HealthRIGHT 360							Fiscal Year 21-22
Contract ID Number 1000019338							Document Date 07/01/21
Appendix Number	B-1	B-#	B-#	B-#	B-#	B-#	
Provider Number	TBD						
Program Name	I&Q Site						
Program Code	TBD						
Funding Term	7/1/21-6/30/22						
<b>FUNDING USES</b>							<b>TOTAL</b>
Salaries	\$ 6,852,000						\$ 6,852,000
Employee Benefits	\$ 2,226,900						\$ 2,226,900
<b>Subtotal Salaries &amp; Employee Benefits</b>	<b>\$ 9,078,900</b>	\$ -	\$ -	\$ -	\$ -	\$ -	<b>\$ 9,078,900</b>
Operating Expenses	\$ 1,043,000						\$ 1,043,000
Capital Expenses							\$ -
<b>Subtotal Direct Expenses</b>	<b>\$ 10,121,900</b>	\$ -	\$ -	\$ -	\$ -	\$ -	<b>\$ 10,121,900</b>
Indirect Expenses	\$ 1,518,285						\$ 1,518,285
Indirect %	15.0%	0.0%	0.0%	0.0%	0.0%	0.0%	15.0%
<b>TOTAL FUNDING USES</b>	<b>\$ 11,640,185</b>	\$ -	\$ -	\$ -	\$ -	\$ -	<b>\$ 11,640,185</b>
						Employee Benefits Rate	36.2%
<b>BHS MENTAL HEALTH FUNDING SOURCES</b>							
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
<b>TOTAL BHS MENTAL HEALTH FUNDING SOURCES</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>BHS SUD FUNDING SOURCES</b>							
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
<b>TOTAL BHS SUD FUNDING SOURCES</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>OTHER DPH FUNDING SOURCES</b>							
COVID Isolation Quarantine	\$ 11,640,185						\$ 11,640,185
	\$ -						\$ -
							\$ -
<b>TOTAL OTHER DPH FUNDING SOURCES</b>	<b>\$ 11,640,185</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 11,640,185</b>
<b>TOTAL DPH FUNDING SOURCES</b>	<b>\$ 11,640,185</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 11,640,185</b>
<b>NON-DPH FUNDING SOURCES</b>							
							\$ -
							\$ -
<b>TOTAL NON-DPH FUNDING SOURCES</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>TOTAL FUNDING SOURCES (DPH AND NON-DPH)</b>	<b>\$ 11,640,185</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 11,640,185</b>
<b>Prepared By</b>	Tony Duong				<b>Phone Number</b>	415-725-2807	

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

DHCS Legal Entity Number 00348						Appendix Number	B-1
Provider Name HealthRIGHT 360						Page Number	1
Provider Number TBD						Fiscal Year	21-22
Contract ID Number 1000019338						Document Date	07/01/21
Program Name		I&Q Site					
Program Code		TBD					
Mode/SFC (MH) or Modality (SUD)							
Service Description		I&Q Site Staffing and Operations					
Funding Term (mm/dd/yy-mm/dd/yy):		7/1/21-3/31/22					
<b>FUNDING USES</b>							<b>TOTAL</b>
Salaries & Employee Benefits		\$ 9,078,900					\$ 9,078,900
Operating Expenses		\$ 1,043,000					\$ 1,043,000
Capital Expenses		\$ -					\$ -
<b>Subtotal Direct Expenses</b>		<b>\$ 10,121,900</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 10,121,900</b>
Indirect Expenses		\$ 1,518,285					\$ 1,518,285
Indirect %		15.0%	0.0%	0.0%	0.0%	0.0%	15.0%
<b>TOTAL FUNDING USES</b>		<b>\$ 11,640,185</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 11,640,185</b>
<b>BHS MENTAL HEALTH FUNDING SOURCES</b>		<b>Dept-Auth-Proj-Activity</b>					
							\$ -
							\$ -
							\$ -
							\$ -
This row left blank for funding sources not in drop-down list							\$ -
<b>TOTAL BHS MENTAL HEALTH FUNDING SOURCES</b>		<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>BHS SUD FUNDING SOURCES</b>		<b>Dept-Auth-Proj-Activity</b>					
							\$ -
							\$ -
							\$ -
							\$ -
This row left blank for funding sources not in drop-down list							\$ -
<b>TOTAL BHS SUD FUNDING SOURCES</b>		<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>OTHER DPH FUNDING SOURCES</b>		<b>Dept-Auth-Proj-Activity</b>					
							\$ -
							\$ -
<b>TOTAL OTHER DPH FUNDING SOURCES</b>		<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>TOTAL DPH FUNDING SOURCES</b>		<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>NON-DPH FUNDING SOURCES</b>							
COVID Isolation Quarantine		020-152644-21481-10036595-00	\$ 11,640,185				\$ 11,640,185
<b>TOTAL NON-DPH FUNDING SOURCES</b>		<b>\$ 11,640,185</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 11,640,185</b>
<b>TOTAL FUNDING SOURCES (DPH AND NON-DPH)</b>		<b>11,640,185</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>11,640,185</b>
<b>BHS UNITS OF SERVICE AND UNIT COST</b>							
Number of Beds Purchased		80					
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		14,600					
Unit Type		0	0	0	0	0	
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES Only)		\$ -	\$ -	\$ -	\$ -	\$ -	
Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES)		\$ 797.27	\$ -	\$ -	\$ -	\$ -	
Published Rate (Medi-Cal Providers Only)							<b>Total UDC</b>
Unduplicated Clients (UDC)		1043					1043

**Appendix B - DPH 3: Salaries & Employee Benefits Detail**

Contract ID Number 1000019338  
 Program Name I&Q Site  
 Program Code TBD

Appendix Number B-1  
 Page Number 2  
 Fiscal Year 21-22  
 Document Date 07/01/21

Funding Term	TOTAL		I&Q Site		Dept-Auth-Proj-Activity		Dept-Auth-Proj-Activity		Dept-Auth-Proj-Activity		Dept-Auth-Proj-Activity		Dept-Auth-Proj-Activity	
	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries
7/1/21-6/30/22														
<b>Position Title</b>	<b>FTE</b>	<b>Salaries</b>	<b>FTE</b>	<b>Salaries</b>	<b>FTE</b>	<b>Salaries</b>	<b>FTE</b>	<b>Salaries</b>	<b>FTE</b>	<b>Salaries</b>	<b>FTE</b>	<b>Salaries</b>	<b>FTE</b>	<b>Salaries</b>
Registered Nurse	12.00	\$ 1,144,333	12.00	\$ 1,144,333										
Charge Nurse	1.00	\$ 110,000	1.00	\$ 110,000										
Medical Assistant	6.00	\$ 330,000	6.00	\$ 330,000										
Physician	1.00	\$ 265,000	1.00	\$ 265,000										
Nurse Practitioner/Physician Assistant	2.00	\$ 240,000	2.00	\$ 240,000										
Health Worker	34.67	\$ 2,253,334	34.67	\$ 2,253,334										
Supervisor	11.00	\$ 880,000	11.00	\$ 880,000										
Janitorial Staff	2.67	\$ 133,333	2.67	\$ 133,333										
Driver	2.00	\$ 96,000	2.00	\$ 96,000										
Safety Navigator	22.00	\$ 1,210,000	22.00	\$ 1,210,000										
Project Director	1.00	\$ 100,000	1.00	\$ 100,000										
Facilities Director	1.00	\$ 90,000	1.00	\$ 90,000										
	0.00	\$ -												
	0.00	\$ -												
	0.00	\$ -												
	0.00	\$ -												
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<b>Totals:</b>	96.33	\$ 6,852,000	96.33	\$ 6,852,000	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -
<b>Employee Benefits:</b>	32.50%	\$ 2,226,900	32.50%	\$ 2,226,900	0.00%		0.00%		0.00%		0.00%		0.00%	
<b>TOTAL SALARIES &amp; BENEFITS</b>		<b>\$ 9,078,900</b>		<b>\$ 9,078,900</b>		<b>\$ -</b>		<b>\$ -</b>		<b>\$ -</b>		<b>\$ -</b>		<b>\$ -</b>

**Appendix B - DPH 4: Operating Expenses Detail**

Contract ID Number 1000019338  
 Program Name I&Q Site  
 Program Code TBD

Appendix Number B-1  
 Page Number 3  
 Fiscal Year 21-22  
 Document Date 07/01/21

Expense Categories & Line Items	TOTAL	I&Q Site	Dept-Auth-Proj-Activity	Dept-Auth-Proj-Activity	Dept-Auth-Proj-Activity	Dept-Auth-Proj-Activity	Dept-Auth-Proj-Activity
Funding Term	7/1/21-6/30/22	7/1/21-6/30/22	(mm/dd/yy-mm/dd/yy)	(mm/dd/yy-mm/dd/yy)	(mm/dd/yy-mm/dd/yy)	(mm/dd/yy-mm/dd/yy)	(mm/dd/yy-mm/dd/yy)
Rent	\$ -						
Utilities (telephone, electricity, water, gas)	\$ 120,000.00	\$ 120,000.00					
Building Repair/Maintenance	\$ 50,000.00	\$ 50,000.00					
<b>Occupancy Total:</b>	<b>\$ 170,000.00</b>	<b>\$ 170,000.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
Office Supplies	\$ -						
Photocopying	\$ -						
Program Supplies	\$ 250,000.00	\$ 250,000.00					
Computer Hardware/Software	\$ 133,333.00	\$ 133,333.00					
<b>Materials &amp; Supplies Total:</b>	<b>\$ 383,333.00</b>	<b>\$ 383,333.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
Training/Staff Development	\$ 66,667.00	\$ 66,667.00					
Insurance	\$ 75,000.00	\$ 75,000.00					
Professional License	\$ -						
Permits	\$ -						
Equipment Lease & Maintenance	\$ -						
<b>General Operating Total:</b>	<b>\$ 141,667.00</b>	<b>\$ 141,667.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
Local Travel	\$ -						
Out-of-Town Travel	\$ -						
Field Expenses	\$ -						
<b>Staff Travel Total:</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
Consultant/Subcontractor (Provide Consultant/Subcontracting Agency Name, Service Detail w/Dates, Hourly Rate and Amounts)	\$ -						
Stericycle Hazardous Waste Disposal	\$ 200,000.00	\$ 200,000.00					
<b>Consultant/Subcontractor Total:</b>	<b>\$ 200,000.00</b>	<b>\$ 200,000.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
Personal Protective Equipment (PPE)	\$ 100,000.00	\$ 100,000.00					
Client Transpotation	\$ 48,000.00	\$ 48,000.00					
	\$ -						
<b>Other Total:</b>	<b>\$ 148,000.00</b>	<b>\$ 148,000.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>TOTAL OPERATING EXPENSE</b>	<b>\$ 1,043,000.00</b>	<b>\$ 1,043,000.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>



**Appendix B - DPH 5: Capital Expenses Detail**

Contract ID Number 1000019338  
 Program Name I&Q Site  
 Program Code TBD

Appendix Number B-1  
 Page Number 4  
 Fiscal Year 21-22  
 Document Date 07/01/21

**1. Equipment**

Item Description	Quantity	Serial #/VIN #	Dept-Auth-Proj-Activity	Unit Cost	Total Cost
NONE					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
<b>Total Equipment Cost</b>					<b>\$ -</b>

**2. Remodeling**

Description	Total Cost
<b>Total Remodeling Cost</b>	<b>\$ -</b>

**Total Capital Expenditure**

(Equipment plus Remodeling Cost)

**\$ -**

## Appendix B - DPH 6: Contract-Wide Indirect Detail

Contractor Name <u>HealthRIGHT 360</u>	Page Number <u>5</u>
Contract ID Number <u>1000019338</u>	Fiscal Year <u>21-22</u>
	Document Date <u>7/1/21</u>

## 1. SALARIES &amp; EMPLOYEE BENEFITS

Position Title	FTE	Amount
Chief Executive Officer	0.26	\$ 74,176.00
Chief Financial Officer	0.29	\$ 66,967.00
Chief Information Officer	0.23	\$ 53,231.00
Chief Operating Officer	0.06	\$ 13,395.00
VP of Quality and Compliance	0.17	\$ 19,576.00
Deputy Compliance Officer	0.09	\$ 17,171.00
Research and Evaluation Director	0.24	\$ 17,319.00
Workforce Development Director	0.03	\$ 2,397.00
Controller	0.29	\$ 38,923.00
Contracts Manger	0.24	\$ 26,787.00
Budget Manager	0.16	\$ 13,289.00
Fiscal Projects Director	0.13	\$ 20,605.00
Budget/Fiscal Analyst	0.24	\$ 19,680.00
Payroll Manager	0.21	\$ 25,344.00
Budget Coordinator	0.21	\$ 17,171.00
General Ledger Accountant	0.04	\$ 3,676.00
Accounts Payable	0.49	\$ 31,720.00
Billing Specialist	0.49	\$ 31,720.00
Billing Assistant	0.49	\$ 31,720.00
Human Resources Director	0.10	\$ 11,808.00
Human Resources Analyst	0.28	\$ 17,171.00
Human Resources Coordinator	0.22	\$ 13,885.00
Electronic Medical Records Manager	0.21	\$ 17,000.00
EMR OPs Software Development Director	0.27	\$ 30,907.00
EMR Training and Data Analyst	0.14	\$ 9,540.00
Client Programmer II	0.09	\$ 5,747.00
IT Manager - Data Control	0.28	\$ 18,393.00
Senior IT Systems Analyst	0.15	\$ 10,988.00
IT Analyst	0.23	\$ 16,653.00
PC Support Analyst	0.23	\$ 16,653.00
IT Specialist - Data Specialist	0.17	\$ 12,484.00
IT Specialist - Data Entry	0.16	\$ 11,349.00
IT Specialist - Data Control	0.16	\$ 11,349.00
IT Data Analyst	0.06	\$ 4,165.00
Donations Manager	0.23	\$ 18,885.00
Travel Coordinator	0.11	\$ 9,196.00
Administrative Assistant	0.14	\$ 8,792.00
Procurement Manager	0.26	\$ 17,171.00
Driver/Procurement Assistant	0.03	\$ 2,105.00
Facility Operations Director	0.02	\$ 1,659.00
Transportation and Facility Manager	0.01	\$ 1,037.00
Maintenance Staff	0.03	\$ 2,519.00
Subtotal:	7.92	\$ 794,323.00
Employee Benefits: 32%		\$ 254,183.00
<b>Total Salaries and Employee Benefits:</b>		<b>\$ 1,048,506.00</b>

## 2. OPERATING COSTS

Expenses (Use expense account name in the ledger.)	Amount
Rent	\$ 138,332.00
Utilities (Telephone, Electricity, Water, Gas)	\$ 38,613.00
Building Repair/Maintenance	\$ 3,245.00
Office Supplies	\$ 26,415.00
Insurance	\$ 50,289.00
Training/Staff Development	\$ 6,372.00
Staff Travel (Local & Out of Town)	\$ 41,403.00
Rental of Equipment	\$ 32,841.00
Payroll Service	\$ 11,493.00
IT Licenses	\$ 35,940.00
Program Licenses	\$ 84,836.00
<b>Total Operating Costs</b>	<b>\$ 469,779.00</b>
<b>Total Indirect Costs</b>	<b>\$ 1,518,285.00</b>

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## **APPENDIX D FEMA CONTRACT REQUIREMENTS**

**1. Contract Requirements.** This contract may be eligible for FEMA funding. FEMA requires inclusion of the following contract provisions for procurement under exigent or emergency circumstances. The Parties must comply with these provisions as a minimum. In the event of a conflict with other provisions in this contract that address the same or a similar requirement, the provisions that are stricter and impose the greater duties upon Contractor shall apply.

**2. Remedies for Breach.** In addition to all other remedies included in this contract, Contractor shall, at a minimum, be liable to the City for all foreseeable damages it incurs as a result of Contractor violation or breach of the terms of this contract. This includes without limitation any costs incurred to remediate defects in Contractor's services and/or the additional expenses to complete Contractor's services beyond the amounts agreed to in this contract, after Contractor has had a reasonable opportunity to remediate and/or complete its services as otherwise set for in this contract. All remedies provided for in this contract 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.

**3. Termination for Convenience.** City shall have the option, in its sole discretion, to terminate this Contract, 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. 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 reasonably necessary to effectuate demobilization from the work.

**4. Termination for Cause.** 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 contract for cause or to seek specific performance of all or any part of this contract. 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 contract or any other contract 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 contract or any other contract.

**5. Work Hours and Safety Standards.** If this contract is for a price in excess of \$100,000, and involves the employment of mechanics or laborers, Contractor agrees as follows:

A. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed

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on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

B. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (A) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, Contractor and subcontractor(s) shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (A) of this section, in the sum of \$26 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (A) of this section.

C. Withholding for unpaid wages and liquidated damages. The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (B) of this section.

D. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (A) through (D) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (A) through (D) of this section.

E. This Section 5 does not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

**6. Rights to Inventions.** If FEMA's funding for this contract meets the definition of "funding agreement," and if this contract constitutes a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment, or performance of experimental, developmental, or research work, the City agrees to comply with the requirements of 37 C.F.R. Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements, and any implementing regulations issued by FEMA.

**7. Clean Air Act.** If this contract is for a price in excess of \$150,000, Contractor agrees as follows:

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A. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

B. The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

C. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

**8. Federal Water Pollution Act.** If this contract is for a price in excess of \$150,000, Contractor agrees as follows:

A. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

B. The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

C. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

**9. Debarment and Suspension.** If this contract is for a price in excess of \$25,000, Contractor agrees as follows:

A. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

B. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

C. This certification is a material representation of fact relied upon by the City. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

D. The Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of

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any contract that may arise from this offer. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**10. Procurement of Recovered Materials**

A. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

- i. Competitively within a timeframe providing for compliance with the contract performance schedule;
- ii. Meeting contract performance requirements; or
- iii. At a reasonable price.

B. Information about this requirement, along with the list of EPA-designated items, is available at EPA’s Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

C. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.”

**11. Time and Material Contracts.** To the extent this contract includes work that is paid on a time and material basis, such work must have a guaranteed maximum price (GMP). The GMP is set forth in the body of this contract. The GMP constitutes a ceiling price that Contractor exceeds at its own risk.

**12. MBE/WBE Outreach.** Contractor must, at a minimum, take the following affirmative steps to assure that minority businesses, women’s business enterprises, and labor surplus area firms are used as Subcontractors on this Project:

A. Place qualified small and minority businesses and women’s business enterprises on Contractor’s solicitation list for this Project;

B. Assure that small and minority businesses, and women’s business enterprises are solicited whenever they are potential sources for this Project;

C. Divide the subcontracts, when feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women’s business enterprises;

D. Establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women’s business enterprises; and

E. Use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

**13. Access to Records.** The following access to records requirements apply to this contract:

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A. The Contractor agrees to provide City, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

B. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

C. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

D. In compliance with the Disaster Recovery Act of 2018, the City and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

**14. Department of Homeland Security Seal, Logo, and Flags.** The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

**15. Compliance with Federal Law, Regulations, and Executive Orders.** This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The Contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

**16. No Obligation by Federal Government.** The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the contract.

**17. Program Fraud and False or Fraudulent Statements or Related Acts.** The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

**18. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment** (*applicable to all contracts and subcontracts; 2 CFR §200 Appendix II(l) and 2 CFR 200.216*)

A. Contractor is prohibited from obligating funds from this Agreement to:

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by

Contract Version 2.0 (Ch. 21 & Grants)

Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

- (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
  - (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
  - (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- B. In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.
- C. See Public Law 115-232, section 889 for additional information.

**19. Domestic Preferences for Procurements** *(applicable to all contracts and subcontracts; 2 CFR §200 Appendix II(l) and 2 CFR 200.322)*

As appropriate and to the extent consistent with law, Contractor should, to the greatest extent practicable under this Agreement, use a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). For purposes of this section:

A. “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

B. “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based



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products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

**20. Byrd Anti-Lobbying Certification.**

A. Contractors who apply or bid for an award of \$100,000 or more shall file the required certification pursuant to the Byrd Anti-Lobbying Amendment, 31 U.S.C. §1352, as amended. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

B. If this contract is for a price of \$100,000 or more, Contractor, and its lower tiers, must sign and submit to the City the following certification:

**APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING**

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.


(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, **Health Right 360**, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

DocuSigned by:  
 4/21/2021 | 6:45 PM PDT  
38564B73F4A64A5  
Signature of Contractor's Authorized Official

**Vitka Eisen**                      **Chief Executive Director**

\_\_\_\_\_  
Name and Title of Contractor's Authorized Official

\_\_\_\_\_  
Date

## APPENDIX F

The Department has set up an email address to receive your COVID-19 Contract invoices.

You may email the invoices to: [COVID-19ContractPayments@sfdph.org](mailto:COVID-19ContractPayments@sfdph.org)

[213 RR: DPH 4279](#)

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

Appendix F  
PAGE A

Contract ID#

1000019338

INVOICE NUMBER: COV1JL21

Ct. Blanket No.: BPH N/A

User Cd

Ct. PO No.: POHM TBD

Fund Source: COVID Isolation Quarantine

Invoice Period: July 2021

Final Invoice: (Check if Yes)

**Contractor: HealthRIGHT360 - COVID-19**

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

Tel. No.: (415) 692-8225

Fax No.: (415)

**COVID-19**

Funding Term: 07/01/2021 - 06/30/2022

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>B-1 I &amp; Q Site 10020-152644-21481-10036595-0001</b>												
I & Q Site Staffing and Operations	14,600	1,043			-	-	0%	0%	14,600		100%	

Unduplicated Counts for AIDS Use Only.

Description	BUDGET	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
Total Salaries	\$ 6,852,000.00	\$ -	\$ -	0.00%	\$ 6,852,000.00
Fringe Benefits	\$ 2,226,900.00	\$ -	\$ -	0.00%	\$ 2,226,900.00
<b>Total Personnel Expenses</b>	\$ 9,078,900.00	\$ -	\$ -	0.00%	\$ 9,078,900.00
<b>Operating Expenses</b>					
Occupancy	\$ 170,000.00	\$ -	\$ -	0.00%	\$ 170,000.00
Materials and Supplies	\$ 383,333.00	\$ -	\$ -	0.00%	\$ 383,333.00
General Operating	\$ 141,667.00	\$ -	\$ -	0.00%	\$ 141,667.00
Staff Travel	\$ -	\$ -	\$ -	0.00%	\$ -
Consultant/Subcontractor	\$ 200,000.00	\$ -	\$ -	0.00%	\$ 200,000.00
Other: Personal Protective Equipment (PPE)	\$ 100,000.00	\$ -	\$ -	0.00%	\$ 100,000.00
Client Transportation	\$ 48,000.00	\$ -	\$ -	0.00%	\$ 48,000.00
Stericycle Hazardous Waste Disposal	\$ -	\$ -	\$ -	0.00%	\$ -
<b>Total Operating Expenses</b>	\$ 1,043,000.00	\$ -	\$ -	0.00%	\$ 1,043,000.00
<b>Capital Expenditures</b>	\$ -	\$ -	\$ -	0.00%	\$ -
<b>TOTAL DIRECT EXPENSES</b>	\$ 10,121,900.00	\$ -	\$ -	0.00%	\$ 10,121,900.00
<b>Indirect Expenses</b>	\$ 1,518,285.00	\$ -	\$ -	0.00%	\$ 1,518,285.00
<b>TOTAL EXPENSES</b>	\$ 11,640,185.00	\$ -	\$ -	0.00%	\$ 11,640,185.00
<b>Less: Initial Payment Recovery</b>					
<b>Other Adjustments (DPH use only)</b>					
<b>REIMBURSEMENT</b>		\$ -			

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  
  
Or email to:  
**cbhsinvoices@sfdph.org**

DPH Authorization for Payment

\_\_\_\_\_  
Authorized Signatory

\_\_\_\_\_  
Date



**Appendix I**  
**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](http://www.sfgov.org/site/npcontractingtf_index.asp?id=1270). The Board adopted the recommendations in February 2004. The Office of Contract Administration created a Review/Appellate Panel ("Panel") to oversee implementation of the report recommendations in January 2005.

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

### Appendix I

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](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](mailto:purchasing@sfgov.org). This request shall describe both the nature of the concern and why the process to date is not satisfactory to the contractor. Once all steps are exhausted and upon receipt of the written request, the Panel will review and make recommendations regarding any necessary changes to the policies and procedures or to a department's administration of policies and procedures.

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

Date 7/2/20

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 require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Heffernan Insurance Brokers 1350 Carlbak Avenue Walnut Creek, CA 94596 CA License #0564249	CONTACT NAME: <b>Shelaine Gonsalves</b>	
	PHONE (A/C,No,Ext): <b>925-934-8500</b>	FAX (A/C,No): <b>925-934-8278</b>
	EMAIL ADDRESS: <b>ShelaineG@heffins.com</b>	
	<b>INSURERS AFFORDING COVERAGE</b>	
<b>INSURED</b> HealthRIGHT 360 1563 Mission Street San Francisco, CA 94103	INSURER A: <b>Nationwide Mutual Insurance Company</b>	<b>23779</b>
	INSURER B: <b>Depositors Insurance Company</b>	<b>42587</b>
	INSURER C: <b>Nationwide Mutual Fire Insurance Company</b>	<b>23779</b>
	INSURER D: <b>Philadelphia Indemnity Insurance Company</b>	<b>18058</b>
	INSURER E: <b>Great American Insurance Company</b>	<b>16691</b>

**COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:**


THIS IS TO CERTIFY THAT 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 L LIABILITY	x		3009735962	07/01/2020	07/01/2021	EACH OCCURRENCE	\$1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$3,000,000
	GEN'L. AGGREGATE LIMIT APPLIES PER							\$
	POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/>		\$					
B	AUTOMOBILE LIABILITY	x		BAPD3009735962	07/01/2020	07/01/2021		\$1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	\$
			\$					
C	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			CAA3009735962	07/01/2020	07/01/21	EACH OCCURRENCE	\$10,000,000
	EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE	\$10,000,000
	DED <input type="checkbox"/> RETENTION <input type="checkbox"/> \$10,000							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N	N/A					WC STATUTORY LIMITS	OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? (Mandatory in N.H.) <input type="checkbox"/>						E.L. EACH ACCIDENT	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	
							E.L. DISEASE - POLICY LIMIT	
A	Professional Liability			3009735962	07/01/2020	07/01/2021	Each claim/aggregate	\$1mm/\$3mm
C	Excess Professional Liability			CAA3009735962	07/01/2020	07/01/2021	Each claim/aggregate	\$3mm/\$3mm
A	Sexual Misconduct			3009735962	07/01/2020	07/01/2021	Each claim/aggregate	\$1mm/\$2mm
D	Crime			PHSD1554088	07/01/2020	07/01/2021	Limit	\$10,000,000
E	Excess Crime			SAA024161703	07/01/2020	07/01/2021	Limit	\$13,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 Re: 890 Hayes, 214 Haight, 815 Buena Vista, 2024 Hayes.

City and County of San Francisco, It's officers, agents & employees, Office of Contract Management and Compliance are included as additional insured (and primary) on General Liability and Automobile Liability policies per the attached endorsements, if required.

**CERTIFICATE HOLDER CANCELLATION**

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	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 
---	--



POLICY NUMBERL 3009735962

CG-7360  
(Ed. 12-10)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## **ADDITIONAL INSURED – OTHER INSURANCE AMENDMENT**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE PART**

If specifically required by a written contract or agreement, any coverage provided 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.

Even if the requirements of the above paragraph 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.

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 j.(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 9.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. Athletic 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 for 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 in Paragraph 2.a. of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** that you must see to it that we are notified as soon as practicable of an “occurrence” or an offense 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 keys 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.

Policy Number: BAPD3009735962

**COMMERCIAL AUTO**

**CA-7200  
(Ed. 12-14)**

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. Prejudgment 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 INSUREDS**

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. if 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.

#### **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 "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.

CA-7200 (Ed. 12-14)

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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 following:

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

**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.





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/22/2020

**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 have ADDITIONAL INSURED provisions or 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).**

<b>PRODUCER</b> Arthur J. Gallagher & Co. Insurance Brokers of CA., Inc. 505 N Brand Blvd, Suite 600 Glendale CA 91203  License#: 0726293 HEAL360-01	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2"><b>CONTACT NAME:</b> Kimberly Kleinman</td> </tr> <tr> <td><b>PHONE (A/C No. Ext):</b> 818.539.8619</td> <td><b>FAX (A/C, No):</b> 818.539.8719</td> </tr> <tr> <td colspan="2"><b>E-MAIL ADDRESS:</b> Kimberly_Kleinman@ajg.com</td> </tr> <tr> <th style="text-align: center; border-bottom: none;">INSURER(S) AFFORDING COVERAGE</th> <th style="border-bottom: none;">NAIC #</th> </tr> <tr> <td><b>INSURER A:</b> Quality Comp Inc</td> <td></td> </tr> <tr> <td><b>INSURER B:</b></td> <td></td> </tr> <tr> <td><b>INSURER C:</b></td> <td></td> </tr> <tr> <td><b>INSURER D:</b></td> <td></td> </tr> <tr> <td><b>INSURER E:</b></td> <td></td> </tr> <tr> <td><b>INSURER F:</b></td> <td></td> </tr> </table>	<b>CONTACT NAME:</b> Kimberly Kleinman		<b>PHONE (A/C No. Ext):</b> 818.539.8619	<b>FAX (A/C, No):</b> 818.539.8719	<b>E-MAIL ADDRESS:</b> Kimberly_Kleinman@ajg.com		INSURER(S) AFFORDING COVERAGE	NAIC #	<b>INSURER A:</b> Quality Comp Inc		<b>INSURER B:</b>		<b>INSURER C:</b>		<b>INSURER D:</b>		<b>INSURER E:</b>		<b>INSURER F:</b>	
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<b>INSURER F:</b>																					

**COVERAGES**

**CERTIFICATE NUMBER: 467229524**

**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
	<b>COMMERCIAL GENERAL LIABILITY</b>  <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:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <b>(Mandatory in NH)</b> <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below			0150730716	1/1/2021	1/1/2022	X <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER 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)**  
 Evidence of Coverage

**CERTIFICATE HOLDER**

**CANCELLATION**

City & County of San Francisco 1380 Howard Street, Rm. #442 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 
--	---



RE: Quality Comp, Inc.—Self-Insured Workers' Compensation Group

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 Safety National Casualty Corporation. Safety National is a fully licensed and admitted writer of Excess Workers' Compensation Insurance in the State of California (NAIC #15105). The company is rated "A++ Superior" Category "XV" by A.M. Best & Company.

**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, 2021  
Expiration: January 1, 2022

Please contact me if you have any questions or require additional information. Thank you.

Sincerely,

A handwritten signature in black ink that reads 'Jacqueline Harris'. The signature is written in a cursive style.

Jacqueline Harris  
Director of Underwriting  
RPS Monument

STATE OF CALIFORNIA  
DEPARTMENT OF INDUSTRIAL RELATIONS  
OFFICE OF THE DIRECTOR

NUMBER 4515

# CERTIFICATE OF CONSENT TO SELF-INSURE

Quality Comp, Inc.  
(a CA corporation)

THIS IS TO CERTIFY, That \_\_\_\_\_  
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

  
MARK T. JOHNSON  
MANAGER

DEPARTMENT OF INDUSTRIAL RELATIONS  
OF THE STATE OF CALIFORNIA

  
JOHN M. REA  
DIRECTOR

\* 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.



STATE OF CALIFORNIA

Gavin Newsom, Governor

**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 03rd of December 2020

A handwritten signature in cursive script, appearing to read "Lyn Asio Booz".

Lyn Asio Booz, Chief

ORIG: Jackie Harris  
Director Of Underwriting  
Monument Insurance Services  
255 Great Valley Pkwy, Ste 200  
Malvern, Pa 19355

NUMBER : 4515 - 0088

STATE OF CALIFORNIA  
DEPARTMENT OF INDUSTRIAL RELATIONS  
OFFICE OF THE DIRECTOR

**CERTIFICATE OF CONSENT TO SELF-INSURE**

THIS IS TO CERTIFY, That

**Healthright 360**

(Name of Affiliate )

STATE OF INCORPORATION CA

**Quality Comp, Inc.**

(Master CertificateHolder )

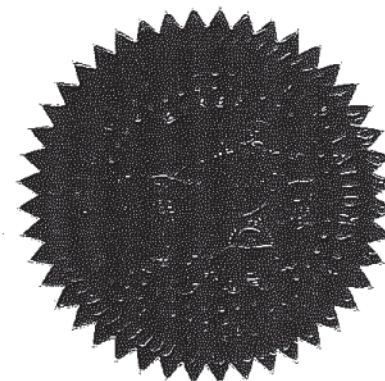
STATE OF INCORPORATION CA

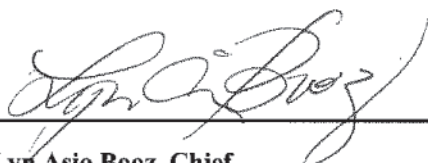
has complied with the requirements of the Director of Industrial Relations under the provisions of Sections 3700 to 3705, inclusive, of the Labor Code of the State of California and is hereby granted this Certificate of Consent to Self-Insure, holder of Master Certificate No, 4515.

This certificate may be revoked at any time for good cause shown.\*

EFFECTIVE DATE : July 1, 2016

DEPARTMENT OF INDUSTRIAL RELATIONS  
OF THE STATE OF CALIFORNIA





Lyn Asio Booz, Chief



Christine Baker, Director

\*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 solvency of such employer, the inability of the employer to fulfill his obligations, or the practice of such employer or his agent in charge of the administration of obligations, under the 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 non compliance with Title 8, California Administrative Code, Group 2 -- Administration of Self Insurance