

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

First Amendment

THIS AMENDMENT (this "Amendment") is made as of **July 1, 2015**, in San Francisco, California, by and between **HealthRIGHT360** ("Contractor"), and the City and County of San Francisco, a municipal corporation ("City"), acting by and through its Director of the Office of Contract Administration.

RECITALS

WHEREAS, City and Contractor have entered into the Agreement (as defined below); and

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

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

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

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

1a. Agreement. The term "Agreement" shall mean the Agreement dated July 1, 2008 between Contractor and City, as amended by the:

First Amendment	This amendment.
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1b. Contract Monitoring Division. Contract Monitoring Division. Effective July 28, 2012, with the exception of Sections 14B.9(D) and 14B.17(F), all of the duties and functions of the Human Rights Commission under Chapter 14B of the Administrative Code (LBE Ordinance) were transferred to the City Administrator, Contract Monitoring Division ("CMD"). Wherever "Human Rights Commission" or "HRC" appears in the Agreement in reference to Chapter 14B of the Administrative Code or its implementing Rules and Regulations, it shall be construed to mean "Contract Monitoring Division" or "CMD" respectively.

1c. Other Terms. Terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Agreement.

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

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

2. Terms of the Agreement. Subject to Section 1, the term of this Agreement shall be from December 31, 2013 through June 30, 2016.

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

2. Terms of the Agreement. Subject to Section 1, the term of this Agreement shall be from December 31, 2013 through June 30, 2019.

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

5. Compensation. Compensation shall be made in monthly payments on or before the 30th day of each month for work, as set forth in Section 4 of this Agreement, that the **Director of the Department of Public Health**, in his or her sole discretion, concludes has been performed as of the 15th day of the immediately preceding month. In no event shall the amount of this Agreement exceed **Thirty Seven Million three Hundred Fifty Five Thousand Six Dollars (\$37,355,006)**. The breakdown of costs associated with this Agreement appears in Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein. No charges shall be incurred under this Agreement nor shall any payments become due to Contractor until reports, services, or both, required under this Agreement are received from Contractor and approved by **Department of Public Health** as being in accordance with this Agreement. City may withhold payment to Contractor in any instance in which Contractor has failed or refused to satisfy any material obligation provided for under this Agreement.

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

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

5. Compensation. Compensation shall be made in monthly payments on or before the 30th day of each month for work, as set forth in Section 4 of this Agreement, that the **Director of the Department of Public Health**, in his or her sole discretion, concludes has been performed as of the 15th day of the immediately preceding month. In no event shall the amount of this Agreement exceed **One Hundred Six Million Five Hundred Eleven Thousand Eight Hundred Forty Two Dollars (\$106,511,842)**. The breakdown of costs associated with this Agreement appears in Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein. No charges shall be incurred under this Agreement nor shall any payments become due to Contractor until reports, services, or both, required under this Agreement are received from Contractor and approved by **Department of Public Health** as being in accordance with this Agreement. City may withhold payment to Contractor in any instance in which Contractor has failed or refused to satisfy any material obligation provided for under this Agreement.

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

2c. Section 15 Insurance is hereby replaced in its entirety to read as follows:

15. Insurance

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

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

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

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

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

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

6) Technology Errors and Omissions Liability coverage, with limits of \$1,000,000 each occurrence and each loss, and \$2,000,000 general aggregate. The policy shall at a minimum cover professional misconduct or lack of the requisite skill required for the performance of services defined in the contract and shall also provide coverage for the following risks:

(a) Liability arising from theft, dissemination, and/or use of confidential information, including but not limited to, bank and credit card account information or personal information, such as name, address, social security numbers, protected health information or other personally identifying information, stored or transmitted in electronic form;

(b) Network security liability arising from the unauthorized access to, use of, or tampering with computers or computer systems, including hacker attacks; and

(c) Liability arising from the introduction of any form of malicious software including computer viruses into, or otherwise causing damage to the City's or third person's computer, computer system, network, or similar computer related property and the data, software, and programs thereon.

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

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

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

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

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

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

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

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

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

2d. Section 20 Default; Remedies is hereby replaced in its entirety to read as follows:

20. Default; Remedies.

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

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

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

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

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

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

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

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

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

2e. Section 22. Rights and Duties upon Termination of Expiration is hereby replaced in its entirety to read as follows:

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

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

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

2f. Replacing “Section 32. Earned Income Credit (EIC) Forms” Section with “Consideration of Criminal History in Hiring and Employment Decisions” Section. Section 32. “Earned Income Credit (EIC) Forms ,” is hereby replaced in its entirety to read as follows:

32. Consideration of Criminal History in Hiring and Employment Decisions.

a. Contractor agrees to comply fully with and be bound by all of the provisions of Chapter 12T “City Contractor/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions,” of the San Francisco Administrative Code (Chapter 12T), including the remedies provided, and implementing regulations, as may be amended from time to time. The provisions of Chapter 12T are incorporated by reference and made a part of this Agreement as though fully set forth

herein. The text of the Chapter 12T is available on the web at www.sfgov.org/olse/fco. A partial listing of some of Contractor's obligations under Chapter 12T is set forth in this Section. Contractor is required to comply with all of the applicable provisions of 12T, irrespective of the listing of obligations in this Section. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 12T.

b. The requirements of Chapter 12T shall only apply to a Contractor's or Subcontractor's operations to the extent those operations are in furtherance of the performance of this Agreement, shall apply only to applicants and employees who would be or are performing work in furtherance of this Agreement, shall apply only when the physical location of the employment or prospective employment of an individual is wholly or substantially within the City of San Francisco, and shall not apply when the application in a particular context would conflict with federal or state law or with a requirement of a government agency implementing federal or state law.

c. Contractor shall incorporate by reference in all subcontracts the provisions of Chapter 12T, and shall require all subcontractors to comply with such provisions. Contractor's failure to comply with the obligations in this subsection shall constitute a material breach of this Agreement.

d. Contractor or Subcontractor shall not inquire about, require disclosure of, or if such information is received, base an Adverse Action on an applicant's or potential applicant for employment's, or employee's: (1) Arrest not leading to a Conviction, unless the Arrest is undergoing an active pending criminal investigation or trial that has not yet been resolved; (2) participation in or completion of a diversion or a deferral of judgment program; (3) a Conviction that has been judicially dismissed, expunged, voided, invalidated, or otherwise rendered inoperative; (4) a Conviction or any other adjudication in the juvenile justice system; (5) a Conviction that is more than seven years old, from the date of sentencing; or (6) information pertaining to an offense other than a felony or misdemeanor, such as an infraction.

e. Contractor or Subcontractor shall not inquire about or require applicants, potential applicants for employment, or employees to disclose on any employment application the facts or details of any conviction history, unresolved arrest, or any matter identified in subsection 32(d), above. Contractor or Subcontractor shall not require such disclosure or make such inquiry until either after the first live interview with the person, or after a conditional offer of employment.

f. Contractor or Subcontractor shall state in all solicitations or advertisements for employees that are reasonably likely to reach persons who are reasonably likely to seek employment to be performed under this Agreement, that the Contractor or Subcontractor will consider for employment qualified applicants with criminal histories in a manner consistent with the requirements of Chapter 12T.

g. Contractor and Subcontractors shall post the notice prepared by the Office of Labor Standards Enforcement (OLSE), available on OLSE's website, in a conspicuous place at every workplace, job site, or other location under the Contractor or Subcontractor's control at which work is being done or will be done in furtherance of the performance of this Agreement. The notice shall be posted in English, Spanish, Chinese, and any language spoken by at least 5% of the employees at the workplace, job site, or other location at which it is posted.

h. Contractor understands and agrees that if it fails to comply with the requirements of Chapter 12T, the City shall have the right to pursue any rights or remedies available under Chapter 12T, including but not limited to, a penalty of \$50 for a second violation and \$100 for a subsequent violation for each employee, applicant or other person as to whom a violation occurred or continued, termination or suspension in whole or in part of this Agreement.

2g. Section 33. Local Business Enterprise Utilization; Liquidated Damages is hereby replaced in its entirety to read as follows:

33. Local Business Enterprise Utilization; Liquidated Damages

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

b. Compliance and Enforcement

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

2h. Section 34. Nondiscrimination; Penalties is hereby replaced in its entirety to read as follows:

34. Nondiscrimination; Penalties

a. Contractor Shall Not Discriminate. In the performance of this Agreement, Contractor agrees not to discriminate against any employee, City and County employee working with such contractor or subcontractor, applicant for employment with such contractor or subcontractor, or against any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations, on the basis of the fact or perception of a person's race, color, creed, religion, national origin, ancestry, age, height, weight, sex, sexual orientation, gender identity, domestic partner status, marital status, disability or Acquired Immune Deficiency Syndrome or

HIV status (AIDS/HIV status), or association with members of such protected classes, or in retaliation for opposition to discrimination against such classes.

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

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

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

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

2i. Section 48. Modification of Agreement is hereby replaced in its entirety to read as follows:

48. Modification of Agreement. This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved in the same manner as this Agreement.

2j. Section 58. Graffiti Removal is reserved.

2h. Section 64. Protected Health Information is hereby added:

64. Protected Health Information. Contractor, all subcontractors, all agents and employees of Contractor and any subcontractor shall comply with all federal and state laws regarding the transmission, storage and protection of all private health information disclosed to Contractor by City in the performance of this Agreement. Contractor agrees that any failure of Contractor to comply with the requirements of federal and/or state and/or local privacy laws shall be a material breach of the Contract. In the event that

City pays a regulatory fine, and/or is assessed civil penalties or damages through private rights of action, based on an impermissible use or disclosure of protected health information given to Contractor or its subcontractors or agents by City, Contractor shall indemnify City for the amount of such fine or penalties or damages, including costs of notification. In such an event, in addition to any other remedies available to it under equity or law, the City may terminate the Contract.

2l. Add Appendix A-1 dated 7/1/15.

2m. Add Appendix B (Calculation of Charges) and B-1 dated 7/1/15.

2n. Delete Appendix D and replace in its entirety with Appendix D dated 7/1/15, to Agreement as amended.

2o. Delete Appendix E and replace in its entirety with Appendix E dated 5/19/15, to Agreement as amended.

2p. Add Appendix F dated 7/1/15.

2q. Add Appendix J dated 7/1/15.

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

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

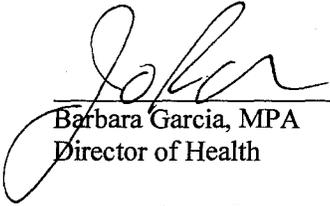
IN WITNESS WHEREOF, Contractor and City have executed this Amendment as of the date first referenced above.

CITY

CONTRACTOR

Recommended by:

HealthRIGHT360


Barbara Garcia, MPA
Director of Health

Date 9-2-15



Date 9-1-2015

Vitka Eisen, MSW, EdD
Chief Executive Director
1735 Mission Street
San Francisco, CA 94103

Approved as to Form:

City vendor number: 08817

Dennis J. Herrera
City Attorney

By: 

 Kathy Murphy
Deputy City Attorney

Approved:

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

1. Agency and Program Identification

Name: HealthRIGHT360
Address: 1735 Mission Street
San Francisco, CA 94103
Phone: 415-692-8225

Contact Name: Judy Perillo, Budget Manager
Jonelle Fournet-Collazos, Budget Manager

2. Nature of Document (check one)

New Renewal Modification

3. Background

The San Francisco Department of Public Health's (SFDPH) Community Behavioral Health Services (CBHS) solicited proposals from qualified vendors to serve as a FISCAL INTERMEDIARY (CONTRACTOR) for check-writing services for four types of CBHS services:

- 1) Private Provider Network (PPN);
- 2) Residential Care Facilities (RCFs);
- 3) Client wraparound services and related expenses; and
- 4) Emergency Stabilization Program via Housing and Urban Health

The four types of services are described as follows:

A. San Francisco Health Plan Private Provider Network (PPN):

On April 1, 1998, the Department assumed responsibility from the State for providing specialty mental health services to San Francisco Medi-Cal beneficiaries and other eligible San Francisco Mental Health Plan (SFMHP) members, including residents who are indigent and/or uninsured. Most of the providers of these services have a contract with CBHS for the provision of these services. However, CBHS utilizes non-contract providers to serve SFMHP members, who reside in other California counties, with emergency or urgent care needs. Since non-contract providers are not considered "VENDORS" in the City's accounts payable system, the SFMHP needs a FISCAL INTERMEDIARY (CONTRACTOR) mechanism to provide payment to non-contract providers, both within San Francisco County and out-of-county. A FISCAL INTERMEDIARY (CONTRACTOR) selected under this RFP will make claim payments to providers who are in the SFMHP Private Provider Network (PPN) but whose claims cannot be processed through the City's Controller's Office. (For the purposes of this RFP, a "provider" is defined as an entity that provides services directly to CBHS clients.)

B. Residential Care Facilities (RCFs) and Residential Care Facilities for the Elderly (RCFEs)

CBHS has as one of its longest-standing missions the goal of achieving and maintaining optimal health for its clients in non-institutional settings, such as, licensed Residential Care Facilities (RCFs) and licensed Residential Care Facilities for the Elderly (RCFEs). CBHS recognizes these licensed facilities as a key component within the continuum of care that assists its clients to live in a stable community setting.

CBHS needs a fiscal intermediary mechanism to provide payment to several dozen providers, both within San Francisco and out-of-county. Many of these providers are small, home-like operations that are owner-occupied licensed facilities unable to contract with the City and County of San Francisco but who are willing to enter into a Memorandum of Agreement ("MOA") regarding placement of mental health clients at

their facility. CBHS enters into a MOA with each participating provider and agrees to pay to the provider a daily per diem for each client or bed utilized by mental health clients. Payments are made either monthly or quarterly for services rendered during the previous month or quarter, or in some cases payments are made in advance of services rendered.

C. Client Wraparound Services and Related Expenses

CBHS needs a FISCAL INTERMEDIARY (CONTRACTOR) to provide check writing and tracking services—to support the function of providing client wraparound and related services. These fiscal management services include: direct check writing for services or expenses that will assist in a client's stabilization efforts, such as for emergency housing needs or food, and for non-emergency services such as transportation, clothing, and vocational training. Additionally, consultants are occasionally hired for amounts up to approximately \$10,000 to assist in various efforts related to the service delivery system. Finally, there may be miscellaneous related costs that occur from time to time that require check writing.

D. Emergency Housing Program via Housing and Urban Health (HUH)

HUH needs a fiscal intermediary mechanism to provide payment to several dozen providers within San Francisco. Many of these providers are small hotel operations who are unable to contract with the City and County of San Francisco but who are willing to enter into a Memorandum of Agreement ("MOA") regarding placement of clients at their buildings. HUH enters into a MOA with each participating provider and agrees to pay to the provider a monthly rate for a specified number of rooms. Payments are made monthly or quarterly for services rendered during the previous month, or in some cases payments are made in advance of services rendered.

Target populations are homeless clients with special needs and are referred by specific DPH programs. This includes rooms at Kean Hotel for clients discharged from SFGH, rooms at Warfield, Page and the Admiral for Prop 36, rooms at Oakwood for Drug Court, and rooms at the Kiran, Warfield, and Bristol for the Sobering Center and Homeless Outreach Team (HOT). Thirty-one rooms are maintained for the Project Homeless Connect's clients who received services from the Homeless Outreach Team (HOT). Furthermore, vouchers and subsidies are needed for clients served by four different SFGH/UCSF case management programs: Citywide Case Management, CRT, ED, and Community Focus

SFGH/UCSF also maintains MOAs with their operators that include an agreed monthly rent and payment schedule.

4. Services to be Provided

CONTRACTOR. will provide fiscal intermediary check-writing services for the CBHS Section of the San Francisco Department of Public Health. The check-writing services will be provided for the three types of services offered by CHBS:

1. San Francisco Health Plan Private Provider Network (PPN),
2. Residential Care Facilities (RCFs) and Residential Care Facilities for the Elderly (RCFEs), and
3. Client Wraparound Services and Related Expenses
4. Housing

The FISCAL INTERMEDIARY (CONTRACTOR) will open and maintain a bank account to deposit contract funds, which are paid either weekly or monthly depending upon the type of service being paid for, and the FISCAL INTERMEDIARY (CONTRACTOR) will draw on such bank account funds on a weekly or monthly basis to pay CBHS providers. The FISCAL INTERMEDIARY (CONTRACTOR) will not co-

mingle CBHS funds with non-CBHS funds. CBHS will require the FISCAL INTERMEDIARY (CONTRACTOR) to have adequate funds in the account(s) prior to writing and distributing checks against the account(s).

The FISCAL INTERMEDIARY (CONTRACTOR) will provide bank account status and an expenditure report by cost center to CBHS monthly (See "General Procedures"), as well as an electronic file listing out information on checks issued. Additionally, a monthly invoice will be provided to CBHS itemizing the total value of the checks, by cost center, and the value of the total check-writing fee. The monthly invoice will be required for reimbursement. Any bank interest earned in the bank account will be returned to CBHS and any funds not utilized at the end of the fiscal year will be returned to CBHS within 45 days, unless an alternative is negotiated. The FISCAL INTERMEDIARY (CONTRACTOR) will also keep records regarding an annual accounting of monies spent per provider and issue the annual Form 1099 to each provider, as necessary.

The price-per-check shall be as follows:

- \$22 per check

This cost to CBHS per check should be unrelated to the actual dollar value of the check and will be a fixed rate as determined by award of this RFP.

The FISCAL INTERMEDIARY (CONTRACTOR) shall provide a report each month following the month of check writing that displays:

- 1) To whom each check was paid,
- 2) Date of check,
- 3) Check number,
- 4) Date mailed,
- 5) Amount of check,
- 6) Account balance,
- 7) Individual cost center balances and
- 8) A monthly invoice indicating the value of the checks, by cost center and the total monthly check fee to be paid to the FISCAL INTERMEDIARY (CONTRACTOR).

GENERAL PROCEDURES:

The procedures below are applicable to the check-writing services to be provided under this contract

1. Any disagreement about claims, payment inquiries, and other related issues from the providers will be handled and resolved by CBHS.
2. The FISCAL INTERMEDIARY (CONTRACTOR) will maintain accounting records and disclosures.
3. The FISCAL INTERMEDIARY (CONTRACTOR) will adhere to CBHS Confidentiality and Privacy requirements of maintaining provider financial information such as provider social security number, tax I.D. number, name, address, etc.
4. The FISCAL INTERMEDIARY (CONTRACTOR) will issue checks for claims based on authorized payment requests as submitted by the appropriate CBHS Staff. See specific payment procedures for details about turnaround time for writing checks for the three types of CBHS services.

5. The FISCAL INTERMEDIARY (CONTRACTOR) will be responsible for tracking all payments to each provider. The FISCAL INTERMEDIARY (CONTRACTOR) will keep individual provider's data of Federal ID number, report of monthly payment information, and generate annual Tax Form 1099 where applicable or requested by CBHS. A final report (Annual Payment Summary) containing a summary of these 1099 records will be sent to CBHS by January 31 of the New Year.
6. The FISCAL INTERMEDIARY (CONTRACTOR) will develop and generate contract budget modifications as directed by CBHS. The FISCAL INTERMEDIARY (CONTRACTOR) will obtain prior approval from CBHS before changing a budget.
7. The FISCAL INTERMEDIARY (CONTRACTOR) will comply with audit requirements as pursuant to the contract.
8. The FISCAL INTERMEDIARY (CONTRACTOR) will comply with cost report requirements as directed by CBHS, including annual settlement and reconciliation procedures.
9. The FISCAL INTERMEDIARY (CONTRACTOR) will provide access to financial records and internal back-up documents related to CBHS funds as requested by CBHS.
10. The FISCAL INTERMEDIARY (CONTRACTOR) will provide insurance for liability and malpractice as outlined in the insurance requirements attached. As well as any bonding required by the Dept

PAYMENT PROCEDURES:

Private Practitioners Monthly Payment Procedures:

1. The CBHS Claims Supervisor or CBHS Billing Manager will send multiple weekly batches of authorized request for payments to CONTRACTOR via encrypted e-mail message and followed by a confidential fax.
2. CONTRACTOR will direct all claim and payment questions to the CBHS Claims Supervisor or Billing Manager for solution.
3. CONTRACTOR will write checks based upon payment requests received, and return the checks within three business days from the date the request is received to the CBHS Claims Supervisor. The CBHS Claims Supervisor will reconcile check amounts against the payment request and Explanation of Benefits (EOBs) and then will mail checks to providers.

Residential Care Facility and Residential Care Facility for the Elderly Monthly Payment Procedures:

1. CBHS will send authorized payment requests once a month to CONTRACTOR, Inc. via encrypted e-mail message and followed by a confidential fax.
2. CONTRACTOR will write checks based upon payment requests received and will mail the checks within five business days of receiving the request directly to the RCFs and RCFEs.
3. CONTRACTOR will direct all claim and payment questions to CBHS for resolution.

4. CONTRACTOR will mail a check and a photocopy of the invoice to each residential care provider no later than the 20th day of each month.
5. CONTRACTOR will send the following information monthly to the CBHS RCNM: a) a profit-loss statement of how much was paid out and a general ledger report, b) a budget vs. actual report, c) a bank statement report, and d) a cost reimbursement report. CONTRACTOR will also prepare an End-of-the-Year reconciliation report.

Client Wraparound Services Monthly Payment Procedures:

1. CBHS will send requests for payments to CONTRACTOR. CONTRACTOR will issue checks within five working days from the date the request is received. Checks will be distributed directly to the provider, or based on separate instructions.
2. CONTRACTOR will provide record keeping for all funding transactions.
3. CONTRACTOR will pay all consultant expenses approved by CBHS and is responsible for maintaining agreement with consultants.

The checks will be prepared by a staff accountant who forwards the checks and a copy of the payment request to the manager for review. The checks will be signed by the principal of the firm who will then forward the checks and payment requests to the appropriate persons. Monthly and annual reports will be prepared and maintained by the firm manager who will forward the required reports to CBHS by the 15th of the following month.

Housing and Urban Health Monthly Payment Procedures:

1. CBHS will send requests for payments to the FISCAL INTERMEDIARY (CONTRACTOR) as they are received by CBHS. The FISCAL INTERMEDIARY (CONTRACTOR) will issue and mail checks within five working/business days from the date the request is received via confidential fax. Original copy of the request will be mail to FISCAL INTERMEDIARY (Contractor) for record keeping. Checks will be mailed directly to the provider, or based on separate instructions.
2. The FISCAL INTERMEDIARY (CONTRACTOR) will direct all claim and payment questions to the CBHS Claims Supervisor or Billing Manager for solution. Hotel operators will not be contacted by FISCAL INTERMEDIARY (CONTRACTOR).
3. The FISCAL INTERMEDIARY (CONTRACTOR) will provide record keeping for all funding transactions.
4. The FISCAL INTERMEDIARY (CONTRACTOR) will send the following information monthly to the CBHS RCNM: a) a profit-loss statement of how much was paid out and a general ledger report, b) a budget vs. actual report, c) a bank statement report, and d) a cost reimbursement report. An End-of-the-Year reconciliation report is also required.

The FISCAL INTERMEDIARY (CONTRACTOR) will pay all expenses approved by HUH

Reports to be provided by the FISCAL INTERMEDIARY (CONTRACTOR) to CBHS/HUH:

1. Monthly payment summary containing the following payment information: dollar amount of each check, check date, check numbers, and a copy of the authorized payment request marked "PAID" and date-stamped on the invoice to document the date of check mailing.
2. Annual payment summary on fiscal year basis.
3. Monthly photocopy of bank statement(s), which will be a separate account opened and maintained by FISCAL INTERMEDIARY (CONTRACTOR). FISCAL INTERMEDIARY (CONTRACTOR) will not co-mingle non-CBHS funds in the bank account with CBHS funds.
4. Monthly Fee Statement: FISCAL INTERMEDIARY (CONTRACTOR) will submit a monthly invoice detailing the value of all of the checks written, categorized by cost center, and the total value of the check fees to be paid to the FISCAL INTERMEDIARY (CONTRACTOR) within 15 working days following the end of the previous calendar month. The FISCAL INTERMEDIARY (CONTRACTOR) will not be entitled to any bank interest earned by the account. CBHS will monitor fee statements and number of checks issued in each calendar month submitted by FISCAL INTERMEDIARY (CONTRACTOR).
5. Monthly Accounts Payable Cost Center Report that contains revenue and expenditure detail by cost center and general ledger detail.

Appendix B
Calculation of Charges

1. Method of Payment

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

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

(1) Fee For Service (Monthly Reimbursement by Certified Units at Budgeted Unit Rates):

CONTRACTOR shall submit monthly invoices in the format attached, Appendix F, and in a form acceptable to the Contract Administrator, by the fifteenth (15th) calendar day of each month, based upon the number of units of service that were delivered in the preceding month. All deliverables associated with the SERVICES defined in Appendix A times the unit rate as shown in the Appendices cited in this paragraph shall be reported on the invoice(s) each month. All charges incurred under this Agreement shall be due and payable only after SERVICES have been rendered and in no case in advance of such SERVICES.

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.

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

D. Upon execution of this Agreement, contingent upon prior approval by the CITY'S Department of Public Health of each year's revised Appendix A (Description of Services) and each year's revised Appendix B (Program Budget and Cost Reporting Data Collection Form), and within each fiscal year, the CITY agrees to make an initial payment to CONTRACTOR not to exceed \$3.6 Million (25%) of the General Fund and Prop63 portion of the CONTRACTOR'S allocation for the applicable fiscal year.

CONTRACTOR agrees that within that fiscal year, this initial payment shall be recovered by the CITY through a reduction to monthly payments to CONTRACTOR during the period of January through June 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: Budget and Fee

B. *COMPENSATION*

Compensation shall be made in monthly payments on or before the 30th day after the DIRECTOR, in his or her sole discretion, has approved the invoice submitted by CONTRACTOR. The breakdown of costs and sources of revenue associated with this Agreement appears in Appendix B, Cost Reporting/Data Collection (CR/DC) and Program Budget, attached hereto and incorporated by reference as though fully set forth herein. The maximum dollar obligation of the CITY under the terms of this Agreement shall not exceed **One Hundred Six Million Five Hundred Eleven Thousand Eight Hundred Forty Two Dollars (\$106,511,842)** for the period of January 1, 2014 through June 30, 3019.

CONTRACTOR understands that, of this maximum dollar obligation, \$9,123,693 is included as a contingency amount and is neither to be used in Appendix B, Budget, or available to CONTRACTOR without a modification to this Agreement executed in the same manner as this Agreement or a revision to Appendix B, Budget, which has been approved by the Director of Health. CONTRACTOR further understands that no payment of any portion of this contingency amount will be made unless and until such modification or budget revision has been fully approved and executed in accordance with applicable CITY and Department of Public Health laws, regulations and policies/procedures and certification as to the availability of funds by the Controller. CONTRACTOR agrees to fully comply with these laws, regulations, and policies/procedures.

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

(2) CONTRACTOR understands that, of the maximum dollar obligation stated above, the total amount to be used in Appendix B, Budget and available to CONTRACTOR for the entire term of the contract is as follows, notwithstanding that for each fiscal year, the amount to be used in Appendix B, Budget and available to CONTRACTOR for that fiscal year shall conform with the Appendix A, Description of Services, and a Appendix B, Program Budget and Cost Reporting Data Collection form, as approved by the CITY's Department of Public Health based on the CITY's allocation of funding for SERVICES for that fiscal year.

January 1, 2014 through June 30, 2014	\$10,460,394
July 1, 2014 through June 30, 2015	\$17,385,551
July 1, 2015 through June 30, 2016	\$17,385,551
July 1, 2016 through June 30, 2017	\$17,385,551
July 1, 2017 through June 30, 2018	\$17,385,551
July 1, 2018 through June 30, 2019	\$17,385,551
January 1, 2014 through June 30, 2019	\$97,388,149
Contingency	\$9,123,693
G. Total:	\$106,511,842

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

C. CONTRACTOR agrees to comply with its Budget as shown in Appendix B in the provision of SERVICES. Changes to the budget that do not increase or reduce the maximum dollar obligation of the CITY are subject to the provisions of the Department of Public Health Policy/Procedure Regarding Contract Budget Changes. CONTRACTOR agrees to comply fully with that policy/procedure.

D. No costs or charges shall be incurred under this Agreement nor shall any payments become due to CONTRACTOR until reports, SERVICES, or both, required under this Agreement are received from CONTRACTOR and approved by the DIRECTOR as being in accordance with this Agreement. CITY may withhold payment to CONTRACTOR in any instance in which CONTRACTOR has failed or refused to satisfy any material obligation provided for under this Agreement.

E. In no event shall the CITY be liable for interest or late charges for any late payments.

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

HealthRIGHT360

Appendix B-1
Fiscal Year 2015-2016

Dated: 7/1/15

FY15/16

Fee \$22 as of 1/1/14

Division		Funding Source	
CBHS	General Fund	HMHMLT730416	10,338,400
CBHS	General Fund	HMHMCC730515	657,804
CBHS	General Fund	HMHMCP751594	277,391
CBHS	General Fund	HMHMCP8828CH - Cap MediCal	60,000
CBHS	Work Order	HMHMCHTBSSWO	42,572
CBHS	Work Order	HMHMCHTHFCWO	244,615
CBHS	Work Order	HMHMCHPTINWO	104,560
CBHS	Project	HMHMOPMGDCAR-PHMGDC 15	52,102
CBHS	Project	HMHMOPMGDCAR-PHMGDC15	408,652
CBHS	Grant	HMHMRCGRANTS HMM007-1501 CFDA#93.958	48,099
CBHS	Project	HMHMPROP63 1503	30,000
CBHS	Project	HMHMPROP63 1506	15,000
CBHS	Project	HMHMPROP63 1508	50,000
CBHS	Project	HMHMPROP63 1504	30,000
CBHS	Project	HMHMPROP63 1505	60,000
CBHS	Project	HMHMPROP63 1507	200,000
CBHS	General Fund	HCHLENOWVRGF	582,000
Total:			13,201,195
HUH	UCSF dept of Psychiatry	HMHMCC730515	75,000
HUH	UCSF dept of Psychiatry	HCHSHHOUSGGF	70,000
HUH	SF Homeless Outreach Team	HCHSHHOUSGGF	2,100,000
HUH	150 Otis Transition	HCHSHCPSSIPJ	489,697
HUH	Adult Probation AB109	HCHSHSB109PJ	138,957
HUH	Prop 63	HMHMPROP63 PMHS63-1505	284,985
HUH	Prop 63/AAIMS Program	HMHMPROP63 PMHS63-1513	314,946
SFGH	Medical Respite	HCHAPMEDRESP (GF)	118,024
SFGH	Medical Respite	HCHSHHOUSGGF	46663
SFGH	EDCM Adrian Hotel	HGH1HAD40001	146,160
Total:			3,784,432
G. Total:			\$16,985,627

1. PROTECTED HEALTH INFORMATION AND BAA

The parties acknowledge that CITY is a Covered Entity as defined in the Healthcare Insurance Portability and Accountability Act of 1996 ("HIPAA") and is required to comply with the HIPAA Privacy Rule governing the access, transmission, and storage of health information.

The parties acknowledge that CONTRACTOR is one of the following:

- CONTRACTOR will render services under this contract that include possession or knowledge of identifiable Protected Health Information (PHI), such as health status, health care history, or payment for health care history obtained from CITY. Specifically, CONTRACTOR will:
- Create PHI
 - Receive PHI
 - Maintain PHI
 - Transmit PHI and/or
 - Access PHI

The Business Associate Agreement (BAA) in Appendix E is required. Please note that BAA requires attachments to be completed.

- CONTRACTOR will not have knowledge of, create, receive, maintain, transmit, or have access to any Protected Health Information (PHI), such as health status, health care history, or payment for health care history obtained from CITY.

The Business Associate Agreement is not required.

2. THIRD PARTY BENEFICIARIES

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



Appendix E
San Francisco Department of Public Health
Business Associate Agreement

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

In order to access SFDPH Systems, BA must have their employees/agents sign and retain in their files the *User Agreement for Confidentiality, Data Security and Electronic Signature* form located at <https://www.sfdph.org/dph/files/HIPAAdocs/2015Revisions/ConfSecElecSigAgr.pdf>

During the term of this contract, the BA will be required to complete the *SFDPH Privacy, Data Security and Compliance Attestations* located at <https://www.sfdph.org/dph/files/HIPAAdocs/PDSCAttestations.pdf> and the *Data Trading Partner Request [to Access SFDPH Systems]* located at <https://www.sfdph.org/dph/files/HIPAAdocs/DTPAuthorization.pdf>

RECITALS

- A. CE wishes to disclose certain information to BA pursuant to the terms of the Contract, some of which may constitute Protected Health Information (“PHI”) (defined below).
- B. CE and BA intend to protect the privacy and provide for the security of PHI disclosed to BA pursuant to the CONTRACT in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (“the HITECH Act”), and regulations promulgated there under by the U.S. Department of Health and Human Services (the “HIPAA Regulations”) and other applicable laws, including, but not limited to, California Civil Code §§ 56, et seq., California Health and Safety Code § 1280.15, California Civil Code §§ 1798, et seq., California Welfare & Institutions Code §§5328, et seq., and the regulations promulgated there under (the “California Regulations”).
- C. As part of the HIPAA Regulations, the Privacy Rule and the Security Rule (defined below) require CE to enter into a contract containing specific requirements with BA prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 164.314(a), 164.502(a) and (e) and 164.504(e) of the Code of Federal Regulations (“C.F.R.”) and contained in this Agreement.
- D. BA enters into agreements with CE that require the CE to disclose certain identifiable health information to BA. The parties desire to enter into this Agreement to permit BA to have access to such information and comply with the BA requirements of HIPAA, the HITECH Act, and the HIPAA Regulations.

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

1. Definitions.

- a. **Breach** means the unauthorized acquisition, access, use, or disclosure of PHI that compromises the security or privacy of such information, except where an unauthorized person to whom such information is disclosed would not reasonably have been able to retain such information, and shall have the meaning given to such term under the HITECH Act and HIPAA Regulations [42 U.S.C. Section



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San Francisco Department of Public Health
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17921 and 45 C.F.R. Section 164.402], as well as California Civil Code Sections 1798.29 and 1798.82.

- b. **Breach Notification Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and D.
- c. **Business Associate** is a person or entity that performs certain functions or activities that involve the use or disclosure of protected health information received from a covered entity, and shall have the meaning given to such term under the Privacy Rule, the Security Rule, and the HITECH Act, including, but not limited to, 42 U.S.C. Section 17938 and 45 C.F.R. Section 160.103.
- d. **Covered Entity** means a health plan, a health care clearinghouse, or a health care provider who transmits any information in electronic form in connection with a transaction covered under HIPAA Regulations, and shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to, 45 C.F.R. Section 160.103.
- e. **Data Aggregation** means the combining of Protected Information by the BA with the Protected Information received by the BA in its capacity as a BA of another CE, to permit data analyses that relate to the health care operations of the respective covered entities, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- f. **Designated Record Set** means a group of records maintained by or for a CE, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- g. **Electronic Protected Health Information** means Protected Health Information that is maintained in or transmitted by electronic media and shall have the meaning given to such term under HIPAA and the HIPAA Regulations, including, but not limited to, 45 C.F.R. Section 160.103. For the purposes of this Agreement, Electronic PHI includes all computerized data, as defined in California Civil Code Sections 1798.29 and 1798.82.
- h. **Electronic Health Record** means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff, and shall have the meaning given to such term under the HITECH Act, including, but not limited to, 42 U.S.C. Section 17921.
- i. **Health Care Operations** means any of the following activities: i) conducting quality assessment and improvement activities; ii) reviewing the competence or qualifications of health care professionals; iii) underwriting, enrollment, premium rating, and other activities related to the creation, renewal, or replacement of a contract of health insurance or health benefits; iv) conducting or arranging for medical review, legal services, and auditing functions; v) business planning development; vi) business management and general administrative activities of the entity. This shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- j. **Privacy Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and E.
- k. **Protected Health Information or PHI** means any information, including electronic PHI, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Sections 160.103



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and 164.501. For the purposes of this Agreement, PHI includes all medical information and health insurance information as defined in California Civil Code Sections 56.05 and 1798.82.

- l. **Protected Information** shall mean PHI provided by CE to BA or created, maintained, received or transmitted by BA on CE's behalf.
- m. **Security Incident** means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system, and shall have the meaning given to such term under the Security Rule, including, but not limited to, 45 C.F.R. Section 164.304.
- n. **Security Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and C.
- o. **Unsecured PHI** means PHI that is not secured by a technology standard that renders PHI unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute, and shall have the meaning given to such term under the HITECH Act and any guidance issued pursuant to such Act including, but not limited to, 42 U.S.C. Section 17932(h) and 45 C.F.R. Section 164.402.

2. Obligations of Business Associate.

- a. **Permitted Uses.** BA may use, access, and/or disclose PHI only for the purpose of performing BA's obligations for or on behalf of the City and as permitted or required under the Contract [MOU] and Agreement, or as required by law. Further, BA shall not use PHI in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so used by CE. However, BA may use Protected Information as necessary (i) for the proper management and administration of BA; (ii) to carry out the legal responsibilities of BA; (iii) as required by law; or (iv) for Data Aggregation purposes relating to the Health Care Operations of CE [45 C.F.R. Sections 164.502, 164.504(e)(2), and 164.504(e)(4)(i)].
- b. **Permitted Disclosures.** BA shall disclose Protected Information only for the purpose of performing BA's obligations for or on behalf of the City and as permitted or required under the Contract [MOU] and Agreement, or as required by law. BA shall not disclose Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so disclosed by CE. However, BA may disclose Protected Information as necessary (i) for the proper management and administration of BA; (ii) to carry out the legal responsibilities of BA; (iii) as required by law; or (iv) for Data Aggregation purposes relating to the Health Care Operations of CE. If BA discloses Protected Information to a third party, BA must obtain, prior to making any such disclosure, (i) reasonable written assurances from such third party that such Protected Information will be held confidential as provided pursuant to this Agreement and used or disclosed only as required by law or for the purposes for which it was disclosed to such third party, and (ii) a written agreement from such third party to immediately notify BA of any breaches, security incidents, or unauthorized uses or disclosures of the Protected Information in accordance with paragraph 2. k. of the Agreement, to the extent it has obtained knowledge of such occurrences [42 U.S.C. Section 17932; 45 C.F.R. Section 164.504(e)]. BA may disclose PHI to a BA that is a subcontractor and may allow the subcontractor to create, receive, maintain, or transmit Protected Information on its behalf, if the BA obtains



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satisfactory assurances, in accordance with 45 C.F.R. Section 164.504(e)(1), that the subcontractor will appropriately safeguard the information [45 C.F.R. Section 164.502(e)(1)(ii)].

- c. **Prohibited Uses and Disclosures.** BA shall not use or disclose PHI other than as permitted or required by the Contract and Agreement, or as required by law. BA shall not use or disclose Protected Information for fundraising or marketing purposes. BA shall not disclose Protected Information to a health plan for payment or health care operations purposes if the patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which the PHI solely relates [42 U.S.C. Section 17935(a) and 45 C.F.R. Section 164.522(a)(1)(vi)]. BA shall not directly or indirectly receive remuneration in exchange for Protected Information, except with the prior written consent of CE and as permitted by the HITECH Act, 42 U.S.C. Section 17935(d)(2), and the HIPAA regulations, 45 C.F.R. Section 164.502(a)(5)(ii); however, this prohibition shall not affect payment by CE to BA for services provided pursuant to the Contract.
- d. **Appropriate Safeguards.** BA shall take the appropriate security measures to protect the confidentiality, integrity and availability of PHI that it creates, receives, maintains, or transmits on behalf of the CE, and shall prevent any use or disclosure of PHI other than as permitted by the Contract or this Agreement, including, but not limited to, administrative, physical and technical safeguards in accordance with the Security Rule, including, but not limited to, 45 C.F.R. Sections 164.306, 164.308, 164.310, 164.312, 164.314 164.316, and 164.504(e)(2)(ii)(B). BA shall comply with the policies and procedures and documentation requirements of the Security Rule, including, but not limited to, 45 C.F.R. Section 164.316, and 42 U.S.C. Section 17931. BA is responsible for any civil penalties assessed due to an audit or investigation of BA, in accordance with 42 U.S.C. Section 17934(c).
- e. **Business Associate's Subcontractors and Agents.** BA shall ensure that any agents and subcontractors that create, receive, maintain or transmit Protected Information on behalf of BA, agree in writing to the same restrictions and conditions that apply to BA with respect to such PHI and implement the safeguards required by paragraph 2.d. above with respect to Electronic PHI [45 C.F.R. Section 164.504(e)(2) through (e)(5); 45 C.F.R. Section 164.308(b)]. BA shall mitigate the effects of any such violation.
- f. **Accounting of Disclosures.** Within ten (10) calendar days of a request by CE for an accounting of disclosures of Protected Information or upon any disclosure of Protected Information for which CE is required to account to an individual, BA and its agents and subcontractors shall make available to CE the information required to provide an accounting of disclosures to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.528, and the HITECH Act, including but not limited to 42 U.S.C. Section 17935 (c), as determined by CE. BA agrees to implement a process that allows for an accounting to be collected and maintained by BA and its agents and subcontractors for at least six (6) years prior to the request. However, accounting of disclosures from an Electronic Health Record for treatment, payment or health care operations purposes are required to be collected and maintained for only three (3) years prior to the request, and only to the extent that BA maintains an Electronic Health Record. At a minimum, the information collected and maintained shall include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed; and



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Business Associate Agreement

- (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure [45 C.F.R. 164.528(b)(2)]. If an individual or an individual's representative submits a request for an accounting directly to BA or its agents or subcontractors, BA shall forward the request to CE in writing within five (5) calendar days.
- g. **Access to Protected Information.** BA shall make Protected Information maintained by BA or its agents or subcontractors in Designated Record Sets available to CE for inspection and copying within (5) days of request by CE to enable CE to fulfill its obligations under state law [Health and Safety Code Section 123110] and the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.524 [45 C.F.R. Section 164.504(e)(2)(ii)(E)]. If BA maintains Protected Information in electronic format, BA shall provide such information in electronic format as necessary to enable CE to fulfill its obligations under the HITECH Act and HIPAA Regulations, including, but not limited to, 42 U.S.C. Section 17935(e) and 45 C.F.R. 164.524.
- h. **Amendment of Protected Information.** Within ten (10) days of a request by CE for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, BA and its agents and subcontractors shall make such Protected Information available to CE for amendment and incorporate any such amendment or other documentation to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.526. If an individual requests an amendment of Protected Information directly from BA or its agents or subcontractors, BA must notify CE in writing within five (5) days of the request and of any approval or denial of amendment of Protected Information maintained by BA or its agents or subcontractors [45 C.F.R. Section 164.504(e)(2)(ii)(F)].
- i. **Governmental Access to Records.** BA shall make its internal practices, books and records relating to the use and disclosure of Protected Information available to CE and to the Secretary of the U.S. Department of Health and Human Services (the "Secretary") for purposes of determining BA's compliance with HIPAA [45 C.F.R. Section 164.504(e)(2)(ii)(I)]. BA shall provide CE a copy of any Protected Information and other documents and records that BA provides to the Secretary concurrently with providing such Protected Information to the Secretary.
- j. **Minimum Necessary.** BA, its agents and subcontractors shall request, use and disclose only the minimum amount of Protected Information necessary to accomplish the intended purpose of such use, disclosure, or request. [42 U.S.C. Section 17935(b); 45 C.F.R. Section 164.514(d)]. BA understands and agrees that the definition of "minimum necessary" is in flux and shall keep itself informed of guidance issued by the Secretary with respect to what constitutes "minimum necessary" to accomplish the intended purpose in accordance with HIPAA and HIPAA Regulations.
- k. **Data Ownership.** BA acknowledges that BA has no ownership rights with respect to the Protected Information.
- l. **Notification of Breach.** BA shall notify CE within 5 calendar days of any breach of Protected Information; any use or disclosure of Protected Information not permitted by the Agreement; any Security Incident (except as otherwise provided below) related to Protected Information, and any use or disclosure of data in violation of any applicable federal or state laws by BA or its agents or subcontractors. The notification shall include, to the extent possible, the identification of each individual whose unsecured Protected Information has been,



Appendix E
San Francisco Department of Public Health
Business Associate Agreement

or is reasonably believed by the BA to have been, accessed, acquired, used, or disclosed, as well as any other available information that CE is required to include in notification to the individual, the media, the Secretary, and any other entity under the Breach Notification Rule and any other applicable state or federal laws, including, but not limited, to 45 C.F.R. Section 164.404 through 45 C.F.R. Section 164.408, at the time of the notification required by this paragraph or promptly thereafter as information becomes available. BA shall take (i) prompt corrective action to cure any deficiencies and (ii) any action pertaining to unauthorized uses or disclosures required by applicable federal and state laws. [42 U.S.C. Section 17921; 42 U.S.C. Section 17932; 45 C.F.R. 164.410; 45 C.F.R. Section 164.504(e)(2)(ii)(C); 45 C.F.R. Section 164.308(b)]

- m. **Breach Pattern or Practice by Business Associate's Subcontractors and Agents.** Pursuant to 42 U.S.C. Section 17934(b) and 45 C.F.R. Section 164.504(e)(1)(iii), if the BA knows of a pattern of activity or practice of a subcontractor or agent that constitutes a material breach or violation of the subcontractor or agent's obligations under the Contract or this Agreement, the BA must take reasonable steps to cure the breach or end the violation. If the steps are unsuccessful, the BA must terminate the contractual arrangement with its subcontractor or agent, if feasible. **BA shall provide written notice to CE of any pattern of activity or practice of a subcontractor or agent that BA believes constitutes a material breach or violation of the subcontractor or agent's obligations under the Contract or this Agreement within five (5) calendar days of discovery and shall meet with CE to discuss and attempt to resolve the problem as one of the reasonable steps to cure the breach or end the violation.**

3. Termination.

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



Appendix E
San Francisco Department of Public Health
Business Associate Agreement

- d. **Civil and Criminal Penalties.** BA understands and agrees that it is subject to civil or criminal penalties applicable to BA for unauthorized use, access or disclosure of Protected Information in accordance with the HIPAA Regulations and the HITECH Act including, but not limited to, 42 U.S.C. 17934 (c).
- e. **Disclaimer.** CE makes no warranty or representation that compliance by BA with this Agreement, HIPAA, the HITECH Act, or the HIPAA Regulations or corresponding California law provisions will be adequate or satisfactory for BA's own purposes. BA is solely responsible for all decisions made by BA regarding the safeguarding of PHI.

4. Amendment to Comply with Law.

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

5. Reimbursement for Fines or Penalties.

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

Attachments (links)

- ***Privacy, Data Security, and Compliance Attestations*** located at <https://www.sfdph.org/dph/files/HIPAAdocs/PDSCAttestations.pdf>
- ***Data Trading Partner Request to Access SFDPH Systems and Notice of Authorizer*** located at <https://www.sfdph.org/dph/files/HIPAAdocs/DTPAuthorization.pdf>
- ***User Agreement for Confidentiality, Data Security and Electronic Signature Form*** located at <https://www.sfdph.org/dph/files/HIPAAdocs/2015Revisions/ConfSecElecSigAgr.pdf>



Appendix E
San Francisco Department of Public Health
Business Associate Agreement

Office of Compliance and Privacy Affairs
San Francisco Department of Public Health
101 Grove Street, Room 330, San Francisco, CA 94102
Office email: compliance.privacy@sfdph.org
Office telephone: 415-554-2787
Confidential Privacy Hotline (Toll-Free): 1-855-729-6040
Confidential Compliance Hotline: 415-642-5790

Appendix F
Invoice

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

Appendix F
PAGE A

Control Number

Contractor: HealthRIGHT360 - CW

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

Tel. No.: (415) 692-8225

Fax No.: (415)

CBHS

Contract Term: 07/01/2015 - 06/30/2016

PHP Division: Community Behavioral Health Services

INVOICE NUMBER:

H01 JL 15

Ct. Blanket No.: BPHM

TBD

Ct. PO No.: POHM

DPHM15000040

Fund Source:

General Fund - HCHSHHOUSGGF

Invoice Period:

July 2015

Final Invoice:

(Check if Yes)

ACE Control Number:

Program/Exhibit	TOTAL CONTRACTED		DELIVERED THIS PERIOD		DELIVERED TO DATE		% OF TOTAL		REMAINING DELIVERABLES		% OF TOTAL	
	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC
UCSF Dept of Psychiatry -Subsidies-Fiscal Intermediary							#DIV/0!				#DIV/0!	

Unduplicated Counts for AIDS Use Only.

Description	BUDGET	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
Total Salaries	\$ -	\$ -	\$ -	0.00%	\$ -
Fringe Benefits	\$ -	\$ -	\$ -	0.00%	\$ -
Total Personnel Expenses	\$ -	\$ -	\$ -	0.00%	\$ -
UCSF Dept of Psychiatry - Subsidies	\$ 70,000.00	\$ -	\$ -	0.00%	\$ 70,000.00
HCHSHHOUSGGF	\$ -	\$ -	\$ -	0.00%	\$ -
	\$ -	\$ -	\$ -	0.00%	\$ -
	\$ -	\$ -	\$ -	0.00%	\$ -
	\$ -	\$ -	\$ -	0.00%	\$ -
	\$ -	\$ -	\$ -	0.00%	\$ -
	\$ -	\$ -	\$ -	0.00%	\$ -
Total Operating Expenses	\$ 70,000.00	\$ -	\$ -	0.00%	\$ 70,000.00
Capital Expenditures	\$ -	\$ -	\$ -	0.00%	\$ -
TOTAL DIRECT EXPENSES	\$ 70,000.00	\$ -	\$ -	0.00%	\$ 70,000.00
Indirect Expenses	\$ -	\$ -	\$ -	0.00%	\$ -
TOTAL EXPENSES	\$ 70,000.00	\$ -	\$ -	0.00%	\$ 70,000.00
Less: Initial Payment Recovery					
Other Adjustments (DPH use only)					
REIMBURSEMENT		\$ -			

NOTES:

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

Signature: _____

Date: _____

Printed Name: _____

Title: _____

Phone: _____

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

DPH Authorization for Payment

Authorized Signatory

Date

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

Appendix F
PAGE A

Control Number

Contractor: HealthRIGHT360 - CW

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

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



Contract Term: 07/01/2015 - 06/30/2016

PHP Division: Community Behavioral Health Services

INVOICE NUMBER: H02 JL 15

Ct. Blanket No.: BPHM TBD

User Cd

Ct. PO No.: POHM DPHM15000040

Fund Source: General Fund-HCHSHHOUSSGGF

Invoice Period: July 2015

Final Invoice: (Check if Yes)

ACE Control Number:

Program/Exhibit	TOTAL CONTRACTED		DELIVERED THIS PERIOD		DELIVERED TO DATE		% OF TOTAL		REMAINING DELIVERABLES		% OF TOTAL	
	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC
SF Homeless Outreach Team (SF HOT)-Fiscal Intermediary							#DIV/0!		-		#DIV/0!	

Unduplicated Counts for AIDS Use Only.

Description	BUDGET	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
Total Salaries	\$ -	\$ -	\$ -	0.00%	\$ -
Fringe Benefits	\$ -	\$ -	\$ -	0.00%	\$ -
Total Personnel Expenses	\$ -	\$ -	\$ -	0.00%	\$ -
SF Homeless Outreach Team (SF HOT)	\$ -	\$ -	\$ -	0.00%	\$ -
HCHSHHOUSSGGF	\$ 2,100,000.00	\$ -	\$ -	0.00%	\$ 2,100,000.00
	\$ -	\$ -	\$ -	0.00%	\$ -
	\$ -	\$ -	\$ -	0.00%	\$ -
	\$ -	\$ -	\$ -	0.00%	\$ -
	\$ -	\$ -	\$ -	0.00%	\$ -
	\$ -	\$ -	\$ -	0.00%	\$ -
Total Operating Expenses	\$ 2,100,000.00	\$ -	\$ -	0.00%	\$ 2,100,000.00
Capital Expenditures	\$ -	\$ -	\$ -	0.00%	\$ -
TOTAL DIRECT EXPENSES	\$ 2,100,000.00	\$ -	\$ -	0.00%	\$ 2,100,000.00
Indirect Expenses	\$ -	\$ -	\$ -	0.00%	\$ -
TOTAL EXPENSES	\$ 2,100,000.00	\$ -	\$ -	0.00%	\$ 2,100,000.00
Less: Initial Payment Recovery					
Other Adjustments (DPH use only)					
REIMBURSEMENT		\$ -			

NOTES:

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

Signature: _____

Date: _____

Printed Name: _____

Title: _____

Phone: _____

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

DPH Authorization for Payment

Authorized Signatory

Date

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

Appendix F
PAGE A

Control Number

Contractor: HealthRIGHT360 - CW

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

Tel. No.: (415) 692-8225

Fax No.: (415)

CBHS

Contract Term: 07/01/2015 - 06/30/2016

PHP Division: Community Behavioral Health Services

INVOICE NUMBER:

H04 JL 15

Ct. Blanket No.: BPHM

TBD

User Cd

Ct. PO No.: POHM

DPHM15000040

Fund Source:

HMSA-Prop63-PMHS63-1505

Invoice Period:

July 2015

Final Invoice:

(Check if Yes)

ACE Control Number:

Program/Exhibit	TOTAL CONTRACTED		DELIVERED THIS PERIOD		DELIVERED TO DATE		% OF TOTAL		REMAINING DELIVERABLES		% OF TOTAL	
	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC
Prop 63 Stabilization Rooms-Fiscal Intermediary												
							#DIV/0!					#DIV/0!

Unduplicated Counts for AIDS Use Only.

Description	BUDGET	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
Total Salaries	\$ -	\$ -	\$ -	0.00%	\$ -
Fringe Benefits	\$ -	\$ -	\$ -	0.00%	\$ -
Total Personnel Expenses	\$ -	\$ -	\$ -	0.00%	\$ -
	\$ -	\$ -	\$ -	0.00%	\$ -
Prop63 Stabilization Rooms	\$ -	\$ -	\$ -	0.00%	\$ -
HMHMPROP63 - PMHS63-1505	\$ 284,985.00	\$ -	\$ -	0.00%	\$ 284,985.00
	\$ -	\$ -	\$ -	0.00%	\$ -
	\$ -	\$ -	\$ -	0.00%	\$ -
	\$ -	\$ -	\$ -	0.00%	\$ -
Total Operating Expenses	\$ 284,985.00	\$ -	\$ -	0.00%	\$ 284,985.00
Capital Expenditures	\$ -	\$ -	\$ -	0.00%	\$ -
TOTAL DIRECT EXPENSES	\$ 284,985.00	\$ -	\$ -	0.00%	\$ 284,985.00
Indirect Expenses	\$ -	\$ -	\$ -	0.00%	\$ -
TOTAL EXPENSES	\$ 284,985.00	\$ -	\$ -	0.00%	\$ 284,985.00
Less: Initial Payment Recovery					
Other Adjustments (DPH use only)					
REIMBURSEMENT		\$ -			

NOTES:

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

Signature: _____

Date: _____

Printed Name: _____

Title: _____

Phone: _____

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

DPH Authorization for Payment

Authorized Signatory

Date

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

Appendix F
PAGE A

Control Number

Contractor: HealthRIGHT360 - CW

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

Tel. No.: (415) 692-8225

Fax No.: (415)

CBHS

Contract Term: 07/01/2015 - 06/30/2016

PHP Division: Community Behavioral Health Services

INVOICE NUMBER:

H06 JL 15

Ct. Blanket No.: BPHM

TBD

User Cd

Ct. PO No.: POHM

DPHM15000040

Fund Source:

HSA Work Order - HCHSHCPSSIPJ

Invoice Period:

July 2015

Final Invoice:

(Check if Yes)

ACE Control Number:

Program/Exhibit	TOTAL CONTRACTED		DELIVERED THIS PERIOD		DELIVERED TO DATE		% OF TOTAL		REMAINING DELIVERABLES		% OF TOTAL	
	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC
150 Otis Transition - Fiscal Intermediary							#DIV/0!		-		#DIV/0!	

Unduplicated Counts for AIDS Use Only.

Description	BUDGET	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
Total Salaries	\$ -	\$ -	\$ -	0.00%	\$ -
Fringe Benefits	\$ -	\$ -	\$ -	0.00%	\$ -
Total Personnel Expenses	\$ -	\$ -	\$ -	0.00%	\$ -
150 Otis Transition	\$ -	\$ -	\$ -	0.00%	\$ -
HCHSHCPSSIPJ - HSA Work Order	\$ 489,697.00	\$ -	\$ -	0.00%	\$ 489,697.00
	\$ -	\$ -	\$ -	0.00%	\$ -
	\$ -	\$ -	\$ -	0.00%	\$ -
	\$ -	\$ -	\$ -	0.00%	\$ -
	\$ -	\$ -	\$ -	0.00%	\$ -
	\$ -	\$ -	\$ -	0.00%	\$ -
Total Operating Expenses	\$ 489,697.00	\$ -	\$ -	0.00%	\$ 489,697.00
Capital Expenditures	\$ -	\$ -	\$ -	0.00%	\$ -
TOTAL DIRECT EXPENSES	\$ 489,697.00	\$ -	\$ -	0.00%	\$ 489,697.00
Indirect Expenses	\$ -	\$ -	\$ -	0.00%	\$ -
TOTAL EXPENSES	\$ 489,697.00	\$ -	\$ -	0.00%	\$ 489,697.00
Less: Initial Payment Recovery					
Other Adjustments (DPH use only)					
REIMBURSEMENT		\$ -			

NOTES:

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

Signature: _____

Date: _____

Printed Name: _____

Title: _____

Phone: _____

Send to:
Community Programs Budget/ Invoice Analyst
1380 Howard St 4th Floor
San Francisco CA 94103-2614

DPH Authorization for Payment

Authorized Signatory

Date

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

Appendix F
PAGE A

Control Number

Contractor: HealthRIGHT360 - CW

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

Tel. No.: (415) 692-8225

Fax No.: (415)

CBHS

Contract Term: 07/01/2015 - 06/30/2016

PHP Division: Community Behavioral Health Services

INVOICE NUMBER: H07 JL 15

Ct. Blanket No.: BPHM TBD

Ct. PO No.: POHM DPHM15000040

Fund Source: MHSA-Prop63-PMHS63-1513

Invoice Period: July 2015

Final Invoice: _____ (Check if Yes)

ACE Control Number: _____

Program/Exhibit	TOTAL CONTRACTED		DELIVERED THIS PERIOD		DELIVERED TO DATE		% OF TOTAL		REMAINING DELIVERABLES		% OF TOTAL	
	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC
Prop63/ AAIMS Program - Fiscal Intermediary							#DIV/0!		-		#DIV/0!	

Unduplicated Counts for AIDS Use Only.

Description	BUDGET	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
Total Salaries	\$ -	\$ -	\$ -	0.00%	\$ -
Fringe Benefits	\$ -	\$ -	\$ -	0.00%	\$ -
Total Personnel Expenses	\$ -	\$ -	\$ -	0.00%	\$ -
Prop 63/ AAIMS Program	\$ -	\$ -	\$ -	0.00%	\$ -
HMHMPROP63 - PMHS63 - 1513	\$ 314,946.00	\$ -	\$ -	0.00%	\$ 314,946.00
	\$ -	\$ -	\$ -	0.00%	\$ -
	\$ -	\$ -	\$ -	0.00%	\$ -
	\$ -	\$ -	\$ -	0.00%	\$ -
	\$ -	\$ -	\$ -	0.00%	\$ -
Total Operating Expenses	\$ 314,946.00	\$ -	\$ -	0.00%	\$ 314,946.00
Capital Expenditures	\$ -	\$ -	\$ -	0.00%	\$ -
TOTAL DIRECT EXPENSES	\$ 314,946.00	\$ -	\$ -	0.00%	\$ 314,946.00
Indirect Expenses	\$ -	\$ -	\$ -	0.00%	\$ -
TOTAL EXPENSES	\$ 314,946.00	\$ -	\$ -	0.00%	\$ 314,946.00

Less: Initial Payment Recovery		NOTES:
Other Adjustments (DPH use only)		
REIMBURSEMENT	\$ -	

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

Signature: _____

Date: _____

Printed Name: _____

Title: _____

Phone: _____

Send to:
Community Programs Budget/ Invoice Analyst
1380 Howard St 4th Floor
San Francisco CA 94103-2614

DPH Authorization for Payment

Authorized Signatory

Date

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

Appendix F
PAGE A

Control Number

Contractor: HealthRIGHT360 - CW

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

Tel. No.: (415) 692-8225

Fax No.: (415)



Contract Term: 07/01/2015 - 06/30/2016

PHP Division: Community Behavioral Health Services

INVOICE NUMBER: H11 JL 15

Ct. Blanket No.: BPHM TBD

User Cd

Ct. PO No.: POHM DPHM15000040

Fund Source: General Fund-HGH1HAD40001

Invoice Period: July 2015

Final Invoice: (Check if Yes)

ACE Control Number:

Program/Exhibit	TOTAL CONTRACTED		DELIVERED THIS PERIOD		DELIVERED TO DATE		% OF TOTAL		REMAINING DELIVERABLES		% OF TOTAL	
	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC
EDCM Adrian Hotel Stabilization Rooms							#DIV/0!					#DIV/0!
Fiscal Intermediary												

Unduplicated Counts for AIDS Use Only.

Description	BUDGET	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
Total Salaries	\$ -	\$ -	\$ -	0.00%	\$ -
Fringe Benefits	\$ -	\$ -	\$ -	0.00%	\$ -
Total Personnel Expenses	\$ -	\$ -	\$ -	0.00%	\$ -
ECCM Adrian Hotel Stabilization Rooms	\$ -	\$ -	\$ -	0.00%	\$ -
HGH1HAD40001	\$ 146,160.00	\$ -	\$ -	0.00%	\$ 146,160.00
	\$ -	\$ -	\$ -	0.00%	\$ -
	\$ -	\$ -	\$ -	0.00%	\$ -
	\$ -	\$ -	\$ -	0.00%	\$ -
	\$ -	\$ -	\$ -	0.00%	\$ -
	\$ -	\$ -	\$ -	0.00%	\$ -
Total Operating Expenses	\$ 146,160.00	\$ -	\$ -	0.00%	\$ 146,160.00
Capital Expenditures	\$ -	\$ -	\$ -	0.00%	\$ -
TOTAL DIRECT EXPENSES	\$ 146,160.00	\$ -	\$ -	0.00%	\$ 146,160.00
Indirect Expenses	\$ -	\$ -	\$ -	0.00%	\$ -
TOTAL EXPENSES	\$ 146,160.00	\$ -	\$ -	0.00%	\$ 146,160.00
Less: Initial Payment Recovery					
Other Adjustments (DPH use only)					
REIMBURSEMENT		\$ -			

NOTES:

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

Signature: _____

Date: _____

Printed Name: _____

Title: _____

Phone: _____

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

DPH Authorization for Payment

Authorized Signatory _____ Date _____

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

Appendix F
PAGE A

Control Number

Contractor: HealthRIGHT360 - CW

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

Tel. No.: (415) 692-8225

Fax No.: (415)



Contract Term: 07/01/2015 - 06/30/2016

PHP Division: Community Behavioral Health Services

INVOICE NUMBER: H12 JL 15

Ct. Blanket No.: BPHM TBD

Ct. PO No.: POHM DPHM15000040

Fund Source: General Fund - HCHSHHOUSGGF

Invoice Period: July 2015

Final Invoice: (Check if Yes)

ACE Control Number: _____

Program/Exhibit	TOTAL CONTRACTED		DELIVERED THIS PERIOD		DELIVERED TO DATE		% OF TOTAL		REMAINING DELIVERABLES		% OF TOTAL	
	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC
Medical Respite - Fiscal Intermediary							#DIV/0!		-		#DIV/0!	
	1											

Unduplicated Counts for AIDS Use Only.

Description	BUDGET	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
Total Salaries	\$ -	\$ -	\$ -	0.00%	\$ -
Fringe Benefits	\$ -	\$ -	\$ -	0.00%	\$ -
Total Personnel Expenses	\$ -	\$ -	\$ -	0.00%	\$ -
Medical Respite	\$ -	\$ -	\$ -	0.00%	\$ -
HCHSHHOUSGGF	\$ 46,663.00	\$ -	\$ -	0.00%	\$ 46,663.00
	\$ -	\$ -	\$ -	0.00%	\$ -
	\$ -	\$ -	\$ -	0.00%	\$ -
	\$ -	\$ -	\$ -	0.00%	\$ -
	\$ -	\$ -	\$ -	0.00%	\$ -
Total Operating Expenses	\$ 46,663.00	\$ -	\$ -	0.00%	\$ 46,663.00
Capital Expenditures	\$ -	\$ -	\$ -	0.00%	\$ -
TOTAL DIRECT EXPENSES	\$ 46,663.00	\$ -	\$ -	0.00%	\$ 46,663.00
Indirect Expenses	\$ -	\$ -	\$ -	0.00%	\$ -
TOTAL EXPENSES	\$ 46,663.00	\$ -	\$ -	0.00%	\$ 46,663.00
Less: Initial Payment Recovery					
Other Adjustments (DPH use only)					
REIMBURSEMENT		\$ -			

NOTES: _____

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

Signature: _____

Date: _____

Printed Name: _____

Title: _____

Phone: _____

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

DPH Authorization for Payment

Authorized Signatory

Date

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

Appendix F
PAGE A

Control Number

Contractor: HealthRIGHT360 - CW

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

Tel. No.: (415) 692-8225

Fax No.: (415)



Funding Term: 07/01/2015 - 06/30/2016

PHP Division: Community Behavioral Health Services

INVOICE NUMBER: M01 JL 15

Ct. Blanket No.: BPHM TBD

Ct. PO No.: POHM TBD

Fund Source: DPHM16000109

Invoice Period: July 2015

Final Invoice: (Check if Yes)

Ace Control Number: _____

Program/Exhibit	TOTAL CONTRACTED		DELIVERED THIS PERIOD		DELIVERED TO DATE		% OF TOTAL		REMAINING DELIVERABLES		% OF TOTAL	
	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC
Adult Supplemental Beds (LT)												

Unduplicated Counts for AIDS Use Only.

Description	BUDGET	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
Total Salaries	\$ -	\$ -	\$ -	0.00%	\$ -
Fringe Benefits	\$ -	\$ -	\$ -	0.00%	\$ -
Total Personnel Expenses	\$ -	\$ -	\$ -	0.00%	\$ -
Funds for Payment to Providers	\$ -	\$ -	\$ -	0.00%	\$ -
Adult Supplemental Beds (LT)	\$ 8,576,400.00	\$ -	\$ -	0.00%	\$ 8,576,400.00
HMHMLT730416	\$ -	\$ -	\$ -	0.00%	\$ -
	\$ -	\$ -	\$ -	0.00%	\$ -
	\$ -	\$ -	\$ -	0.00%	\$ -
	\$ -	\$ -	\$ -	0.00%	\$ -
	\$ -	\$ -	\$ -	0.00%	\$ -
	\$ -	\$ -	\$ -	0.00%	\$ -
Total Operating Expenses	\$ 8,576,400.00	\$ -	\$ -	0.00%	\$ 8,576,400.00
Capital Expenditures	\$ -	\$ -	\$ -	0.00%	\$ -
TOTAL DIRECT EXPENSES	\$ 8,576,400.00	\$ -	\$ -	0.00%	\$ 8,576,400.00
Indirect Expenses	\$ -	\$ -	\$ -	0.00%	\$ -
TOTAL EXPENSES	\$ 8,576,400.00	\$ -	\$ -	0.00%	\$ 8,576,400.00
Less: Initial Payment Recovery					
Other Adjustments (DPH use only)					
REIMBURSEMENT		\$ -			

NOTES: _____

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

Signature: _____

Date: _____

Printed Name: _____

Title: _____

Phone: _____

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

DPH Authorization for Payment

Authorized Signatory

Date

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

Appendix F
PAGE A

Control Number

Contractor: HealthRIGHT360 - CW

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

Tel. No.: (415) 692-8225

Fax No.: (415)

CBHS

Funding Term: 07/01/2015 - 06/30/2016

PHP Division: Community Behavioral Health Services

INVOICE NUMBER:

M03 JL 15

Ct. Blanket No.: BPHM

TBD

User Cd

Ct. PO No.: POHM

DPHM15000040

Fund Source:

General Fund

Invoice Period:

July 2015

Final Invoice:

(Check if Yes)

ACE Control Number:

Program/Exhibit	TOTAL CONTRACTED		DELIVERED THIS PERIOD		DELIVERED TO DATE		% OF TOTAL		REMAINING DELIVERABLES		% OF TOTAL	
	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC
Monthly Check Writing												

Unduplicated Counts for AIDS Use Only.

Description	BUDGET	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
Total Salaries	\$ -	\$ -	\$ -	0.00%	\$ -
Fringe Benefits	\$ -	\$ -	\$ -	0.00%	\$ -
Total Personnel Expenses	\$ -	\$ -	\$ -	0.00%	\$ -
Funds for Payment to Providers	\$ -	\$ -	\$ -	0.00%	\$ -
Outpatient Expansion - GF - HMHMCP751594	\$ 24,774.00	\$ -	\$ -	0.00%	\$ 24,774.00
Outpatient Expansion - Realignment- HMHMCP751594	\$ 28,414.00	\$ -	\$ -	0.00%	\$ 28,414.00
MHealth Consultation - HMHMCP751594	\$ 66,779.00	\$ -	\$ -	0.00%	\$ 66,779.00
MHealth Consultation - Realignment - HMHMCP751594	\$ 65,828.00	\$ -	\$ -	0.00%	\$ 65,828.00
Children's Acute Svcs - GF - HMHMCP751594	\$ 31,350.00	\$ -	\$ -	0.00%	\$ 31,350.00
Children's Acute Svcs - Realignment HMHMCP751594	\$ 31,350.00	\$ -	\$ -	0.00%	\$ 31,350.00
FMP Wrap Around - GF - HMHMCP751594	\$ 2,325.00	\$ -	\$ -	0.00%	\$ 2,325.00
Child Crisis (Adult Funding) - HMHMCP751594	\$ 14,250.00	\$ -	\$ -	0.00%	\$ 14,250.00
Total Operating Expenses	\$ 265,070.00	\$ -	\$ -	0.00%	\$ 265,070.00
Capital Expenditures	\$ -	\$ -	\$ -	0.00%	\$ -
TOTAL DIRECT EXPENSES	\$ 265,070.00	\$ -	\$ -	0.00%	\$ 265,070.00
Indirect Expenses	\$ -	\$ -	\$ -	0.00%	\$ -
TOTAL EXPENSES	\$ 265,070.00	\$ -	\$ -	0.00%	\$ 265,070.00
Less: Initial Payment Recovery					
Other Adjustments (DPH use only)					
REIMBURSEMENT		\$ -			

NOTES:

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

Signature: _____

Date: _____

Printed Name: _____

Phone: _____

Title: _____

Send to:

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

DPH Authorization for Payment

Authorized Signatory

Date

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

Appendix F
PAGE A

Control Number

Contractor: HealthRIGHT360 - CW

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

Tel. No.: (415) 692-8225

Fax No.: (415)



Funding Term: 07/01/2015 - 06/30/2016

PHP Division: Community Behavioral Health Services

INVOICE NUMBER: M04 JL 15

Ct. Blanket No.: BPHM TBD

Ct. PO No.: POHM DPHM15000040

Fund Source: General Fund

Invoice Period: July 2015

Final Invoice: (Check if Yes)

Acc Control Number: _____

Program/Exhibit	TOTAL CONTRACTED		DELIVERED THIS PERIOD		DELIVERED TO DATE		% OF TOTAL		REMAINING DELIVERABLES		% OF TOTAL	
	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC
RCF Monthly Check Writing												

Unduplicated Counts for AIDS Use Only.

Description	BUDGET	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
Total Salaries	\$ -	\$ -	\$ -	0.00%	\$ -
Fringe Benefits	\$ -	\$ -	\$ -	0.00%	\$ -
Total Personnel Expenses	\$ -	\$ -	\$ -	0.00%	\$ -
Funds for Payment to Providers	\$ -	\$ -	\$ -	0.00%	\$ -
Mission ACT - HHMCC730515	\$ 212,856.00	\$ -	\$ -	0.00%	\$ 212,856.00
Coordinator Case Mgt - HHMCC730515	\$ 142,164.00	\$ -	\$ -	0.00%	\$ 142,164.00
Outcome Project - HHMCC730515	\$ 31,254.00	\$ -	\$ -	0.00%	\$ 31,254.00
IMD Alter Alternatives - HHMCC730515	\$ 15,006.00	\$ -	\$ -	0.00%	\$ 15,006.00
Mobile Crisis Treatment - HHMCC730515	\$ 9,516.00	\$ -	\$ -	0.00%	\$ 9,516.00
Special Needs - HHMCC730515	\$ 85,008.00	\$ -	\$ -	0.00%	\$ 85,008.00
Managed Care - HHMCC730515	\$ 50,000.00	\$ -	\$ -	0.00%	\$ 50,000.00
AARS Fee - HHMCC730515	\$ 82,000.00	\$ -	\$ -	0.00%	\$ 82,000.00
	\$ -	\$ -	\$ -	0.00%	\$ -
Total Operating Expenses	\$ 627,804.00	\$ -	\$ -	0.00%	\$ 627,804.00
Capital Expenditures	\$ -	\$ -	\$ -	0.00%	\$ -
TOTAL DIRECT EXPENSES	\$ 627,804.00	\$ -	\$ -	0.00%	\$ 627,804.00
Indirect Expenses	\$ -	\$ -	\$ -	0.00%	\$ -
TOTAL EXPENSES	\$ 627,804.00	\$ -	\$ -	0.00%	\$ 627,804.00
Less: Initial Payment Recovery					
Other Adjustments (DPH use only)					
REIMBURSEMENT		\$ -			

NOTES:

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

Signature: _____

Date: _____

Printed Name: _____

Title: _____

Phone: _____

Send to:

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

DPH Authorization for Payment

Authorized Signatory

Date

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

Appendix F
PAGE A

Control Number

Contractor: HealthRIGHT360 - CW

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

Tel. No.: (415) 692-8225

Fax No.: (415)



Funding Term: 07/01/2015 - 06/30/2016

PHP Division: Community Behavioral Health Services

INVOICE NUMBER: M06 JL 15

Ct. Blanket No.: BPHM TBD

User Cd

Ct. PO No.: POHM DPHM15000040

Fund Source: HMHMOPMGDCAR - PHMGDC 15

Invoice Period: July 2015

Final Invoice: _____ (Check if Yes)

ACE Control Number: _____

Program/Exhibit	TOTAL CONTRACTED		DELIVERED THIS PERIOD		DELIVERED TO DATE		% OF TOTAL		REMAINING DELIVERABLES		% OF TOTAL	
	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC
PPN-Adult (Managed Care)												
Traditions-MD (Managed Care)							#DIV/0!		-		#DIV/0!	

Unduplicated Counts for AIDS Use Only.

Description	BUDGET	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
Total Salaries	\$ -	\$ -	\$ -	0.00%	\$ -
Fringe Benefits	\$ -	\$ -	\$ -	0.00%	\$ -
Total Personnel Expenses	\$ -	\$ -	\$ -	0.00%	\$ -
Funds for Payment to Providers	\$ -	\$ -	\$ -	0.00%	\$ -
PPN - Adult - (Managed Care)	\$ 52,102.00	\$ -	\$ -	0.00%	\$ 52,102.00
HMHMOPMGDCAR - PHMGDC 15	\$ -	\$ -	\$ -	0.00%	\$ -
Traditions - MD - (Managed Care)	\$ 408,652.00	\$ -	\$ -	0.00%	\$ 408,652.00
HMHMOPMGDCAR - PHMGDC 15	\$ -	\$ -	\$ -	0.00%	\$ -
	\$ -	\$ -	\$ -	0.00%	\$ -
	\$ -	\$ -	\$ -	0.00%	\$ -
Total Operating Expenses	\$ 460,754.00	\$ -	\$ -	0.00%	\$ 460,754.00
Capital Expenditures	\$ -	\$ -	\$ -	0.00%	\$ -
TOTAL DIRECT EXPENSES	\$ 460,754.00	\$ -	\$ -	0.00%	\$ 460,754.00
Indirect Expenses	\$ -	\$ -	\$ -	0.00%	\$ -
TOTAL EXPENSES	\$ 460,754.00	\$ -	\$ -	0.00%	\$ 460,754.00
Less: Initial Payment Recovery					
Other Adjustments (DPH use only)					
REIMBURSEMENT		\$ -			

NOTES:

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

Signature: _____

Date: _____

Printed Name: _____

Title: _____

Phone: _____

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

DPH Authorization for Payment

Authorized Signatory

Date

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

Appendix F
PAGE A

Control Number

Contractor: HealthRIGHT360 - CW

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

Tel. No.: (415) 692-8225

Fax No.: (415)



Funding Term: 07/01/2015 - 06/30/2016

PHP Division: Community Behavioral Health Services

INVOICE NUMBER:

M08 JL 15

Ct. Blanket No.: BPHM

TBD

User Cd

Ct. PO No.: POHM

DPHM16000109

Fund Source:

HMHMPROP63-PMHS63-1603

Invoice Period:

July 2015

Final Invoice:

(Check if Yes)

ACE Control Number:

Program/Exhibit	TOTAL CONTRACTED		DELIVERED THIS PERIOD		DELIVERED TO DATE		% OF TOTAL		REMAINING DELIVERABLES		% OF TOTAL	
	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC
FMP Wrap Around - MHSA CSS												
							#DIV/0!					#DIV/0!

Unduplicated Counts for AIDS Use Only.

Description	BUDGET	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
Total Salaries	\$ -	\$ -	\$ -	0.00%	\$ -
Fringe Benefits	\$ -	\$ -	\$ -	0.00%	\$ -
Total Personnel Expenses	\$ -	\$ -	\$ -	0.00%	\$ -
Funds for payment to providers	\$ 30,000.00	\$ -	\$ -	0.00%	\$ 30,000.00
FMP Wrap Around - MHSA CSS	\$ -	\$ -	\$ -	0.00%	\$ -
HMHMPROP63 - PMHS63-1603	\$ -	\$ -	\$ -	0.00%	\$ -
	\$ -	\$ -	\$ -	0.00%	\$ -
	\$ -	\$ -	\$ -	0.00%	\$ -
Total Operating Expenses	\$ 30,000.00	\$ -	\$ -	0.00%	\$ 30,000.00
Capital Expenditures	\$ -	\$ -	\$ -	0.00%	\$ -
TOTAL DIRECT EXPENSES	\$ 30,000.00	\$ -	\$ -	0.00%	\$ 30,000.00
Indirect Expenses	\$ -	\$ -	\$ -	0.00%	\$ -
TOTAL EXPENSES	\$ 30,000.00	\$ -	\$ -	0.00%	\$ 30,000.00
Less: Initial Payment Recovery					
Other Adjustments (DPH use only)					
REIMBURSEMENT		\$ -			

NOTES:

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

Signature: _____

Date: _____

Printed Name: _____

Title: _____

Phone: _____

Send to:
Behavioral Health Services-Budget/ Invoice Analyst
1380 Howard St., 4th Floor
San Francisco, CA 94103
Jul MYE 07 03

DPH Authorization for Payment

Authorized Signatory

Date

Prepared: 07/2015

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

Appendix F
PAGE A

Control Number

Contractor: HealthRIGHT360 - CW

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

Tel. No.: (415) 692-8225

Fax No.: (415)



Funding Term: 07/01/2015 - 06/30/2016

PHP Division: Community Behavioral Health Services

INVOICE NUMBER:

M09 JL 15

Ct. Blanket No.: BPHM

TBD

Ct. PO No.: POHM

User Cd

DPHM16000109

Fund Source:

General Fund

Invoice Period:

July 2015

Final Invoice:

(Check if Yes)

ACE Control Number:

Program/Exhibit	TOTAL CONTRACTED		DELIVERED THIS PERIOD		DELIVERED TO DATE		% OF TOTAL		REMAINING DELIVERABLES		% OF TOTAL	
	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC
Alameda County (LT)												
							#DIV/0!					#DIV/0!

Unduplicated Counts for AIDS Use Only.

Description	BUDGET	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
Total Salaries	\$ -	\$ -	\$ -	0.00%	\$ -
Fringe Benefits	\$ -	\$ -	\$ -	0.00%	\$ -
Total Personnel Expenses	\$ -	\$ -	\$ -	0.00%	\$ -
Funds for Payment to Providers	\$ -	\$ -	\$ -	0.00%	\$ -
Alameda County (LT)	\$ -	\$ -	\$ -	0.00%	\$ -
HMHMLT730416	\$ 1,762,000.00	\$ -	\$ -	0.00%	\$ 1,762,000.00
	\$ -	\$ -	\$ -	0.00%	\$ -
	\$ -	\$ -	\$ -	0.00%	\$ -
Total Operating Expenses	\$ 1,762,000.00	\$ -	\$ -	0.00%	\$ 1,762,000.00
Capital Expenditures	\$ -	\$ -	\$ -	0.00%	\$ -
TOTAL DIRECT EXPENSES	\$ 1,762,000.00	\$ -	\$ -	0.00%	\$ 1,762,000.00
Indirect Expenses	\$ -	\$ -	\$ -	0.00%	\$ -
TOTAL EXPENSES	\$ 1,762,000.00	\$ -	\$ -	0.00%	\$ 1,762,000.00
Less: Initial Payment Recovery					
Other Adjustments (DPH use only)					
REIMBURSEMENT		\$ -			

NOTES:

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

Signature: _____

Date: _____

Printed Name: _____

Title: _____

Phone: _____

Send to:

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

Jul MYE 07-03

DPH Authorization for Payment

Authorized Signatory

Prepared: 9/2/15

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

Appendix F
PAGE A

Control Number

Contractor: HealthRIGHT360 - CW

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

Tel. No.: (415) 692-8225

Fax No.: (415)



Funding Term: 07/01/2015 - 06/30/2016

PHP Division: Community Behavioral Health Services

INVOICE NUMBER: M12 JL 15

Ct. Blanket No.: BPHM TBD

Ct. PO No.: POHM DPHM16000109

Fund Source: HMMHPPROP63-PMHS63-1607

Invoice Period: July 2015

Final Invoice: _____ (Check if Yes)

ACE Control Number: _____

Program/Exhibit	TOTAL CONTRACTED		DELIVERED THIS PERIOD		DELIVERED TO DATE		% OF TOTAL		REMAINING DELIVERABLES		% OF TOTAL	
	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC
CSS MHSa Program & Planning Expenses												

Unduplicated Counts for AIDS Use Only.

Description	BUDGET	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
Total Salaries	\$ -	\$ -	\$ -	0.00%	\$ -
Fringe Benefits	\$ -	\$ -	\$ -	0.00%	\$ -
Total Personnel Expenses	\$ -	\$ -	\$ -	0.00%	\$ -
Funds for Payment to Providers	\$ -	\$ -	\$ -	0.00%	\$ -
CSS MHSa Program & Planning Expenses	\$ 200,000.00	\$ -	\$ -	0.00%	\$ 200,000.00
HMMHPPROP63 - PMHS63 - 1607	\$ -	\$ -	\$ -	0.00%	\$ -
	\$ -	\$ -	\$ -	0.00%	\$ -
	\$ -	\$ -	\$ -	0.00%	\$ -
	\$ -	\$ -	\$ -	0.00%	\$ -
Total Operating Expenses	\$ 200,000.00	\$ -	\$ -	0.00%	\$ 200,000.00
Capital Expenditures	\$ -	\$ -	\$ -	0.00%	\$ -
TOTAL DIRECT EXPENSES	\$ 200,000.00	\$ -	\$ -	0.00%	\$ 200,000.00
Indirect Expenses	\$ -	\$ -	\$ -	0.00%	\$ -
TOTAL EXPENSES	\$ 200,000.00	\$ -	\$ -	0.00%	\$ 200,000.00
Less: Initial Payment Recovery					
Other Adjustments (DPH use only)					
REIMBURSEMENT		\$ -			

NOTES:

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

Signature: _____

Date: _____

Printed Name: _____

Title: _____

Phone: _____

Send to:
Behavioral Health Services-Budget/ Invoice Analyst
1380 Howard St., 4th Floor
San Francisco, CA 94103
JulMYE 07-03

DPH Authorization for Payment

Authorized Signatory

Date
Prepared: 07/2015

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

Appendix F
PAGE A

Control Number

Contractor: HealthRIGHT360 - CW

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

Tel. No.: (415) 692-8225

Fax No.: (415)

Funding Term: 07/01/2015 - 06/30/2016

PHP Division: Community Behavioral Health Services

INVOICE NUMBER: M17 JL 15

Ct. Blanket No.: BPHM TBD

Ct. PO No.: POHM DPHM15000040

Fund Source: HMHMCHPTINWO

Invoice Period: July 2015

Final Invoice: _____ (Check if Yes)

ACE Control Number: _____

Program/Exhibit	TOTAL CONTRACTED		DELIVERED THIS PERIOD		DELIVERED TO DATE		% OF TOTAL		REMAINING DELIVERABLES		% OF TOTAL	
	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC
MH Consultation - SFCFC Work Order	1						0%		1		100%	

Unduplicated Counts for AIDS Use Only.

Description	BUDGET	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
Total Salaries	\$ -	\$ -	\$ -	0.00%	\$ -
Fringe Benefits	\$ -	\$ -	\$ -	0.00%	\$ -
Total Personnel Expenses	\$ -	\$ -	\$ -	0.00%	\$ -
Operating Expenses:					
	\$ -	\$ -	\$ -	0.00%	\$ -
	\$ -	\$ -	\$ -	0.00%	\$ -
Other: Funds for payment to providers	\$ -	\$ -	\$ -	0.00%	\$ -
MH Consultation - SFCFC WO	\$ 104,560.00	\$ -	\$ -	0.00%	\$ 104,560.00
HMHMCHPTINWO	\$ -	\$ -	\$ -	0.00%	\$ -
	\$ -	\$ -	\$ -	0.00%	\$ -
	\$ -	\$ -	\$ -	0.00%	\$ -
Total Operating Expenses	\$ 104,560.00	\$ -	\$ -	0.00%	\$ 104,560.00
Capital Expenditures	\$ -	\$ -	\$ -	0.00%	\$ -
TOTAL DIRECT EXPENSES	\$ 104,560.00	\$ -	\$ -	0.00%	\$ 104,560.00
Indirect Expenses	\$ -	\$ -	\$ -	0.00%	\$ -
TOTAL EXPENSES	\$ 104,560.00	\$ -	\$ -	0.00%	\$ 104,560.00
Less: Initial Payment Recovery					
Other Adjustments (DPH use only)					
REIMBURSEMENT		\$ -			

NOTES:

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

Signature: _____

Date: _____

Printed Name: _____

Title: _____

Phone: _____

Send to:
Community Programs Budget/Invoice Analyst
1380 Howard St., 4th Floor
San Francisco, CA 94103
Jul InfrmMOD4 05-27

DPH Authorization for Payment

Authorized Signatory

Date

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

Appendix F
PAGE A

Control Number

Contractor: HealthRIGHT360 - CW

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

Tel. No.: (415) 692-8225

Fax No.: (415)

CBHS

Funding Term: 07/01/2015 - 06/30/2016

PHP Division: Community Behavioral Health Services

INVOICE NUMBER: M18 JL 15

Ct. Blanket No.: BPHM TBD

Ct. PO No.: POHM DPHM15000040

Fund Source: General Fund

Invoice Period: July 2015

Final Invoice: (Check if Yes)

ACE Control Number: _____

Program/Exhibit	TOTAL CONTRACTED		DELIVERED THIS PERIOD		DELIVERED TO DATE		% OF TOTAL		REMAINING DELIVERABLES		% OF TOTAL	
	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC
PPN - Program Expenses (GF)												

Unduplicated Counts for AIDS Use Only.

Description	BUDGET	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
Total Salaries	\$ -	\$ -	\$ -	0.00%	\$ -
Fringe Benefits	\$ -	\$ -	\$ -	0.00%	\$ -
Total Personnel Expenses	\$ -	\$ -	\$ -	0.00%	\$ -
Funds for payment to providers	\$ -	\$ -	\$ -	0.00%	\$ -
Consultant Fees - HMMCC730515	\$ 29,000.00	\$ -	\$ -	0.00%	\$ 29,000.00
Other Program Related Expenses	\$ 1,000.00	\$ -	\$ -	0.00%	\$ 1,000.00
HMMCC730515	\$ -	\$ -	\$ -	0.00%	\$ -
	\$ -	\$ -	\$ -	0.00%	\$ -
	\$ -	\$ -	\$ -	0.00%	\$ -
	\$ -	\$ -	\$ -	0.00%	\$ -
Total Operating Expenses	\$ 30,000.00	\$ -	\$ -	0.00%	\$ 30,000.00
Capital Expenditures	\$ -	\$ -	\$ -	0.00%	\$ -
TOTAL DIRECT EXPENSES	\$ 30,000.00	\$ -	\$ -	0.00%	\$ 30,000.00
Indirect Expenses	\$ -	\$ -	\$ -	0.00%	\$ -
TOTAL EXPENSES	\$ 30,000.00	\$ -	\$ -	0.00%	\$ 30,000.00
Less: Initial Payment Recovery					
Other Adjustments (DPH use only)					
REIMBURSEMENT		\$ -			

NOTES:

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

Signature: _____

Date: _____

Printed Name: _____

Title: _____

Phone: _____

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

DPH Authorization for Payment

Authorized Signatory

Date

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

Appendix F
PAGE A

Control Number

Contractor: HealthRIGHT360 - CW

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

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

CBHS

Funding Term: 07/01/2015 - 06/30/2016

PHP Division: Community Behavioral Health Services

INVOICE NUMBER: M20 JL 15

Ct. Blanket No.: BPHM TBD

Ct. PO No.: POHM DPHM15000040

Fund Source: MHSA-Prop63-PMHS63-1506

Invoice Period: July 2015

Final Invoice: _____ (Check if Yes)

ACE Control Number: _____

Program/Exhibit	TOTAL CONTRACTED		DELIVERED THIS PERIOD		DELIVERED TO DATE		% OF TOTAL		REMAINING DELIVERABLES		% OF TOTAL	
	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC
MHSA Older Adult Expenses												

Unduplicated Counts for AIDS Use Only.

Description	BUDGET	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
Total Salaries	\$ -	\$ -	\$ -	0.00%	\$ -
Fringe Benefits	\$ -	\$ -	\$ -	0.00%	\$ -
Total Personnel Expenses	\$ -	\$ -	\$ -	0.00%	\$ -
Funds for payment to providers	\$ -	\$ -	\$ -	0.00%	\$ -
MHSA Older Adult Expenses	\$ -	\$ -	\$ -	0.00%	\$ -
HMHMPROP63 - PMHS63 - 1506	\$ 15,000.00	\$ -	\$ -	0.00%	\$ 15,000.00
	\$ -	\$ -	\$ -	0.00%	\$ -
	\$ -	\$ -	\$ -	0.00%	\$ -
	\$ -	\$ -	\$ -	0.00%	\$ -
	\$ -	\$ -	\$ -	0.00%	\$ -
Total Operating Expenses	\$ 15,000.00	\$ -	\$ -	0.00%	\$ 15,000.00
Capital Expenditures	\$ -	\$ -	\$ -	0.00%	\$ -
TOTAL DIRECT EXPENSES	\$ 15,000.00	\$ -	\$ -	0.00%	\$ 15,000.00
Indirect Expenses	\$ -	\$ -	\$ -	0.00%	\$ -
TOTAL EXPENSES	\$ 15,000.00	\$ -	\$ -	0.00%	\$ 15,000.00
Less: Initial Payment Recovery					
Other Adjustments (DPH use only)					
REIMBURSEMENT		\$ -			

NOTES: _____

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

Signature: _____

Date: _____

Printed Name: _____

Title: _____

Phone: _____

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

DPH Authorization for Payment

Authorized Signatory

Date

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

Appendix F
PAGE A

Control Number

Contractor: HealthRIGHT360 - CW

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

Tel. No.: (415) 692-8225

Fax No.: (415)

Funding Term: 07/01/2015 - 06/30/2016

PHP Division: Community Behavioral Health Services

INVOICE NUMBER:

M21 JL 15

Ct. Blanket No.: BPHM

TBD

User Cd

Ct. PO No.: POHM

DPHM15000040

Fund Source:

SAMHSA SOC - HMM007-1501

Invoice Period:

July 2015

Final Invoice:

(Check if Yes)

ACE Control Number:

Program/Exhibit	TOTAL CONTRACTED		DELIVERED THIS PERIOD		DELIVERED TO DATE		% OF TOTAL		REMAINING DELIVERABLES		% OF TOTAL	
	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC
							#DIV/0!				#DIV/0!	

Unduplicated Counts for AIDS Use Only.

Description	BUDGET	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
Total Salaries	\$ -	\$ -	\$ -	0.00%	\$ -
Fringe Benefits	\$ -	\$ -	\$ -	0.00%	\$ -
Total Personnel Expenses	\$ -	\$ -	\$ -	0.00%	\$ -
Funds for payment to providers	\$ -	\$ -	\$ -	0.00%	\$ -
SAMHSA SOC #93-958	\$ 102,151.00	\$ -	\$ -	0.00%	\$ 102,151.00
HMHMMRCGRANTS - HMM007-1501	\$ -	\$ -	\$ -	0.00%	\$ -
	\$ -	\$ -	\$ -	0.00%	\$ -
	\$ -	\$ -	\$ -	0.00%	\$ -
Total Operating Expenses	\$ 102,151.00	\$ -	\$ -	0.00%	\$ 102,151.00
Capital Expenditures	\$ -	\$ -	\$ -	0.00%	\$ -
TOTAL DIRECT EXPENSES	\$ 102,151.00	\$ -	\$ -	0.00%	\$ 102,151.00
Indirect Expenses	\$ -	\$ -	\$ -	0.00%	\$ -
TOTAL EXPENSES	\$ 102,151.00	\$ -	\$ -	0.00%	\$ 102,151.00
Less: Initial Payment Recovery					
Other Adjustments (DPH use only)					
REIMBURSEMENT		\$ -			

NOTES:

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

Signature: _____

Date: _____

Printed Name: _____

Title: _____

Phone: _____

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

DPH Authorization for Payment

Authorized Signatory _____ Date _____

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

Appendix F
PAGE A

Control Number

Contractor: HealthRIGHT360 - CW

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

Tel. No.: (415) 692-8225

Fax No.: (415)



Funding Term: 07/01/2015 - 06/30/2016

PHP Division: Community Behavioral Health Services

INVOICE NUMBER:

M23 JL 15

Ct. Blanket No.: BPHM

TBD

Ct. PO No.: POHM

User Cd

Fund Source:

DPHM15000040

HCHLENOWVRGF

Invoice Period:

July 2015

Final Invoice:

(Check if Yes)

ACE Control Number:

Program/Exhibit	TOTAL CONTRACTED		DELIVERED THIS PERIOD		DELIVERED TO DATE		% OF TOTAL		REMAINING DELIVERABLES		% OF TOTAL	
	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC
Alameda County (LT)												
							#DIV/0!				#DIV/0!	

Unduplicated Counts for AIDS Use Only.

Description	BUDGET	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
Total Salaries	\$ -	\$ -	\$ -	0.00%	\$ -
Fringe Benefits	\$ -	\$ -	\$ -	0.00%	\$ -
Total Personnel Expenses	\$ -	\$ -	\$ -	0.00%	\$ -
Funds for Payment to Providers	\$ -	\$ -	\$ -	0.00%	\$ -
CLSB (Leno Waiver Program)	\$ -	\$ -	\$ -	0.00%	\$ -
HCHLENOWVRGF	\$ 582,000.00	\$ -	\$ -	0.00%	\$ 582,000.00
	\$ -	\$ -	\$ -	0.00%	\$ -
	\$ -	\$ -	\$ -	0.00%	\$ -
Total Operating Expenses	\$ 582,000.00	\$ -	\$ -	0.00%	\$ 582,000.00
Capital Expenditures	\$ -	\$ -	\$ -	0.00%	\$ -
TOTAL DIRECT EXPENSES	\$ 582,000.00	\$ -	\$ -	0.00%	\$ 582,000.00
Indirect Expenses	\$ -	\$ -	\$ -	0.00%	\$ -
TOTAL EXPENSES	\$ 582,000.00	\$ -	\$ -	0.00%	\$ 582,000.00
Less: Initial Payment Recovery					
Other Adjustments (DPH use only)					
REIMBURSEMENT		\$ -			

NOTES:

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

Signature: _____

Date: _____

Printed Name: _____

Title: _____

Phone: _____

Send to:

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

Jul InformalMOD4 05-27

DPH Authorization for Payment

Authorized Signatory

Date: 7/17/2015

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

Appendix F
PAGE A

Control Number

INVOICE NUMBER: M57 JL 15

Contractor: HealthRIGHT360 - CW

Ct. Blanket No.: BPHM TBD

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

Ct. PO No.: POHM DPHM15000040

Tel. No.: (415) 692-8225

Fax No.: (415)



Fund Source: MHSA-Prop63-PMHS63-1504

Invoice Period: July 2015

Funding Term: 07/01/2015 - 06/30/2016

Final Invoice: (Check if Yes)

PHP Division: Community Behavioral Health Services

ACE Control Number:

Program/Exhibit	TOTAL CONTRACTED		DELIVERED THIS PERIOD		DELIVERED TO DATE		% OF TOTAL		REMAINING DELIVERABLES		% OF TOTAL	
	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC
MH Consultation - MHSA CSS												
							#DIV/0!					#DIV/0!

Unduplicated Counts for AIDS Use Only.

Description	BUDGET	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
Total Salaries	\$ -	\$ -	\$ -	0.00%	\$ -
Fringe Benefits	\$ -	\$ -	\$ -	0.00%	\$ -
Total Personnel Expenses	\$ -	\$ -	\$ -	0.00%	\$ -
Funds for payment to providers	\$ 6,000.00	\$ -	\$ -	0.00%	\$ 6,000.00
MH Consultation - MHSA CSS	\$ -	\$ -	\$ -	0.00%	\$ -
HMHMPROP63 - PMHS63-1504	\$ -	\$ -	\$ -	0.00%	\$ -
	\$ -	\$ -	\$ -	0.00%	\$ -
	\$ -	\$ -	\$ -	0.00%	\$ -
Total Operating Expenses	\$ 6,000.00	\$ -	\$ -	0.00%	\$ 6,000.00
Capital Expenditures	\$ -	\$ -	\$ -	0.00%	\$ -
TOTAL DIRECT EXPENSES	\$ 6,000.00	\$ -	\$ -	0.00%	\$ 6,000.00
Indirect Expenses	\$ -	\$ -	\$ -	0.00%	\$ -
TOTAL EXPENSES	\$ 6,000.00	\$ -	\$ -	0.00%	\$ 6,000.00
Less: Initial Payment Recovery					
Other Adjustments (DPH use only)					
REIMBURSEMENT		\$ -			

NOTES:

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

Signature: _____

Date: _____

Printed Name: _____

Title: _____

Phone: _____

Send to:

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

Jul InformalMOD4 05-27

DPH Authorization for Payment

Authorized Signatory

Date

Prepared: 07/2015

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

Appendix F
PAGE A

Control Number

Contractor: HealthRIGHT360 - CW

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

Tel. No.: (415) 692-8225

Fax No.: (415)



Funding Term: 07/01/2015 - 06/30/2016

PHP Division: Community Behavioral Health Services

INVOICE NUMBER:

M58 JL 15

Ct. Blanket No.: BPHM

TBD

Ct. PO No.: POHM

User Cd
DPHM15000040

Fund Source:

Adult Probation WO

Invoice Period:

July 2015

Final Invoice:

(Check if Yes)

ACE Control Number:

Program/Exhibit	TOTAL CONTRACTED		DELIVERED THIS PERIOD		DELIVERED TO DATE		% OF TOTAL		REMAINING DELIVERABLES		% OF TOTAL	
	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC
ADM Grant Writer - Adult Probation WO - HCHACGRANTPJ												
							#DIV/0!					#DIV/0!

Unduplicated Counts for AIDS Use Only.

Description	BUDGET	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
Total Salaries	\$ -	\$ -	\$ -	0.00%	\$ -
Fringe Benefits	\$ -	\$ -	\$ -	0.00%	\$ -
Total Personnel Expenses	\$ -	\$ -	\$ -	0.00%	\$ -
	\$ -	\$ -	\$ -	0.00%	\$ -
Funds for Payment to Providers	\$ -	\$ -	\$ -	0.00%	\$ -
ADM Grant Writer - Adult Program	\$ 10,000.00	\$ -	\$ -	0.00%	\$ 10,000.00
HCHACGRANTPJ	\$ -	\$ -	\$ -	0.00%	\$ -
	\$ -	\$ -	\$ -	0.00%	\$ -
	\$ -	\$ -	\$ -	0.00%	\$ -
Total Operating Expenses	\$ 10,000.00	\$ -	\$ -	0.00%	\$ 10,000.00
Capital Expenditures	\$ -	\$ -	\$ -	0.00%	\$ -
TOTAL DIRECT EXPENSES	\$ 10,000.00	\$ -	\$ -	0.00%	\$ 10,000.00
Indirect Expenses	\$ -	\$ -	\$ -	0.00%	\$ -
TOTAL EXPENSES	\$ 10,000.00	\$ -	\$ -	0.00%	\$ 10,000.00
Less: Initial Payment Recovery					
Other Adjustments (DPH use only)					
REIMBURSEMENT		\$ -			

NOTES:

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

Signature: _____

Date: _____

Printed Name: _____

Title: _____

Phone: _____

Send to:
Community Programs Budget/ Invoice Analyst
1380 Howard St., 4th Floor
San Francisco, CA 94103
Jul InformalMOD4 05-27

DPH Authorization for Payment

Authorized Signatory

Prepared Date: 7/13/2015

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

Appendix F
PAGE A

Control Number

INVOICE NUMBER: M59 JL 15

Ct. Blanket No.: BPHM TBD

Ct. PO No.: POHM DPHM15000040 User Cd

Fund Source: PATH Grant - CFDS #63-150

Invoice Period: July 2015

Final Invoice: (Check if Yes)

ACE Control Number:

Contractor: HealthRIGHT360 - CW

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

Tel. No.: (415) 692-8225

Fax No.: (415)



Funding Term: 07/01/2015 - 06/30/2016

PHP Division: Community 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
PATH Grant							#DIV/0!		-		#DIV/0!	

Unduplicated Counts for AIDS Use Only.

Description	BUDGET	EXPENSES THIS PERIOD	EXPENSES TO DATE	% OF BUDGET	REMAINING BALANCE
Total Salaries	\$ -	\$ -	\$ -	0.00%	\$ -
Fringe Benefits	\$ -	\$ -	\$ -	0.00%	\$ -
Total Personnel Expenses	\$ -	\$ -	\$ -	0.00%	\$ -
Funds for Payment to Providers	\$ -	\$ -	\$ -	0.00%	\$ -
PATH Grant CFDA #93-150	\$ 15,000.00	\$ -	\$ -	0.00%	\$ 15,000.00
HMHMRCGRANTS - HMPATH 15	\$ -	\$ -	\$ -	0.00%	\$ -
	\$ -	\$ -	\$ -	0.00%	\$ -
	\$ -	\$ -	\$ -	0.00%	\$ -
Total Operating Expenses	\$ 15,000.00	\$ -	\$ -	0.00%	\$ 15,000.00
Capital Expenditures	\$ -	\$ -	\$ -	0.00%	\$ -
TOTAL DIRECT EXPENSES	\$ 15,000.00	\$ -	\$ -	0.00%	\$ 15,000.00
Indirect Expenses	\$ -	\$ -	\$ -	0.00%	\$ -
TOTAL EXPENSES	\$ 15,000.00	\$ -	\$ -	0.00%	\$ 15,000.00
Less: Initial Payment Recovery					
Other Adjustments (DPH use only)					
REIMBURSEMENT		\$ -			

NOTES: _____

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

Signature: _____

Date: _____

Printed Name: _____

Title: _____

Phone: _____

Send to:
Community Programs Budget/ Invoice Analyst
1380 Howard St., 4th Floor
San Francisco, CA 94103
Jul InformalMOD5 06-01

DPH Authorization for Payment

Authorized Signatory

Prepared Date: 7/14/2015

Appendix J

THE DECLARATION OF COMPLIANCE

Each Fiscal Year, CONTRACTOR attests with a Declaration of Compliance that each program site has an Administrative Binder that contains all of the forms, policies, statements, and documentation required by Community Behavioral Health Services (CBHS). The Declaration of Compliance also lists requirements for site postings of public and client information, and client chart compliance if client charts are maintained. CONTRACTOR understands that the Community Programs Business Office of Contract Compliance may visit a program site at any time to ensure compliance with all items of the Declaration of Compliance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Additional Insured Person(s) or Organization(s)
City & County of San Francisco
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SOCIAL SERVICES PREMIER GENERAL LIABILITY ENHANCEMENT ENDORSEMENT

It is understood and agreed that the following extensions only apply in the event that no other specific coverage for the indicated loss exposures are provided under this policy. If such specific coverage applies, the terms, conditions, and limits of that coverage are the sole and exclusive coverage applicable under this policy.

Throughout this endorsement the words "you" and "your" refer to the "Named Insured" shown in the Declarations. The words "we", "us", and "our" refer to the "Company" providing this insurance.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The following is a summary of the Limits of Insurance and Additional Coverage provided by this endorsement. For complete details on specific coverage's, consult the policy contract wording.

- A) Medical Payment – Limit increased to \$20,000
- B) Supplementary Payments – Bail bonds increased to \$3,000 / Loss of Earnings increased to \$1,000 each day
- C) Damage to Premises Rented to You – Fire, Lightning, Explosion, Smoke and Leaks from Fire Protective Sprinklers limit increased to \$1,000,000
- D) Broadened definition of Who is an Insured
- E) Knowledge or Notice of Occurrence
- F) Broadened definition of Advertising Injury includes televised, videotaped, or internet-based publication
- G) Amended definition of Bodily Injury to include mental anguish
- H) Amended Unintentional Failure to Disclose Hazards
- I) Amended Liberalization Clause
- J) Property Damage – Removal of exclusion for "Property Damage" resulting from the use of reasonable force to protect persons or property
- K) Premises Sold or Abandoned by You
- L) Added Blanket Additional Insured - Funding sources
- M) Added Blanket Additional Insured - Managers or lessors of premises
- N) Additional Insured – By Contract, Agreement or Permit
- O) General Aggregate Limit Per Location
- P) Blanket Special Events and Fund Raising Events Coverage
- Q) Non-Owned Watercraft Coverage - Length is increased to 65 feet
- R) Blanket Waiver of Subrogation
- S) Waiver of Immunity
- T) Violation of Rights of Residents Coverage (Patient's Rights)
- U) Liquor Liability Exception to Exclusion
- V) Employee Criminal Defense Coverage - \$25,000 limit

A) MEDICAL PAYMENTS

If Medical Payments Coverage (Coverage C) is not otherwise excluded from this Coverage Part:

- 1) The Medical Expense Limit is increased, subject to all the terms of Limits of Insurance (Section III) to \$20,000
- 2) The requirement in the Insuring Agreement of Coverage C, that expenses must be incurred and reported to us within "one year" of the accident date is changed to "three years."

B) SUPPLEMENTARY PAYMENTS

Coverage A. and B. provisions:

- 1) The limit for the cost of bail bonds is changed from \$250 to \$3,000.
- 2) The limit for loss of earnings is changed from \$250 per day to \$1,000 per day.

C) DAMAGE TO PREMISES RENTED TO YOU

If damage by fire to premises rented to you is not otherwise excluded from this Coverage Part, the word "fire" and the words "fire insurance" are changed to "fire, lightning, explosion, smoke, or leakage from fire protective sprinklers" where it appears in:

- 1) The last paragraph of Section I – Coverages, Coverage A Bodily Injury And Property Damage Liability, subsection 2. Exclusions;
- 2) Section III – Limits Of Insurance, paragraph 6.;
- 3) Section V – Definitions, paragraph 9.a.
- 4) Section IV – Commercial General Liability Conditions, subsection 4. Other Insurance, paragraph b. Excess Insurance

The Damage to Premises Rented to You Limit section of the Declarations is amended to \$1,000,000.

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 leakage from fire protective sprinklers or any combination thereof.

D) WHO IS AN INSURED

Paragraph 2. of Section II – Who Is An Insured is deleted and replaced by the following:

2. Each of the following is also an insured: but only while working within the scope of their duties for the insured:
 - a.
 - (i) "Employees";
 - (ii) "Volunteer Workers";
 - (iii) Independent Contractors

However, no "employees", "volunteer workers" or independent contractors are insureds for:

(1) "Bodily injury" or "personal and advertising injury":

- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1)(a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1)(a) or (b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.

(2) "Property damage" to property:

- (a) Owned, occupied or used by,
 - (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).
- b. Medical directors and administrators, including professional persons, are also insureds;
 - c. If you are an organization other than a partnership or joint venture, your managers and supervisors are also insureds;
 - d. If you are a limited liability company your members are insureds, but only with respect to their duties related to the conduct of your business;
 - e. Any organization and subsidiary thereof which you control and actively manage on the effective date of this endorsement;

- f. Any person or organization that has financial control of you or owns, maintains or controls premises occupied by you and requires you to name them as an additional insured but only with respect to their liability arising out of:

(1) Their financial control of you; or

(2) Premises they own maintain or control while you lease or occupy these premises.

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

- g. Any state or political subdivision subject to the following provision:

This insurance applies only with respect to the following hazards for which the state or political subdivision has issued a permit in connection with premises you own, rent, or control and to which this insurance applies:

(1) 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

(2) The construction, erection, or removal of elevators; or

(3) The ownership, maintenance, or use of any elevators covered by this insurance.

However, the insurance afforded for any organization and subsidiary thereof not named in the Declarations as a Named Insured, does not apply to injury or damage with respect to which an insured under this endorsement is also an insured under another policy, or would be an insured under such policy but for its termination or the exhaustion of its limits of insurance.

- h. Students in training, but not for "bodily injury" or "property damage" arising out of his or her rendering or failure to render professional services to patients;

- i. Your members but only with respect to their liability for your activities or activities they perform on your behalf;

- j. Your trustees or members of the board of governors while acting within the scope of their duties as such on your behalf;

- k. Any entity you are required in a written contract (hereinafter called Additional Insured) to name as an insured is an insured but only with respect to liability arising out of your premises, "your work" for the Additional Insured, or acts or omissions of the Additional Insured in connection with the general supervision of "your work" to the extent set forth below:

Insurance does not apply to "bodily injury," "property damage" or "personal and advertising injury" arising out of the rendering or failure to render any professional services by or for you, including but not limited to:

(1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications; and

(2) Supervisors, inspection, or engineering services.

Any coverage provided under this provision shall be excess over any other valid and collectible insurance available to the Additional Insured(s) whether primary, excess, contingent or on any other basis unless a contract specifically requires that this insurance be primary or you request that it apply on a primary basis.

Paragraph 3a. of Section II – Who Is An Insured is deleted and replaced by the following:

- a. Coverage under this provision is, subject to (1) and (2) below:

(1) Effective on the acquisition or formation date; and

(2) Afforded only until the end of the policy period.

E) KNOWLEDGE OR NOTICE OF OCCURRENCE

1) As respects any loss reporting requirements under this policy, it is understood and agreed that knowledge of an "occurrence" by an agent, servant or employee of yours or any other person shall not in itself constitute knowledge by you, unless a corporate officer of yours shall have received notice from said agent, servant, employee or any other person.

2) Your failure to give first report of an "occurrence" to us shall not invalidate coverage under this policy if the loss was inadvertently reported to another insurer. However, you shall report any such "occurrence" to us within a reasonable time once you become aware of such error.

F) ADVERTISING INJURY – TELEVISED, VIDEOTAPED, OR INTERNET-BASED PUBLICATION

1) The definition of "Personal and Advertising Injury" item 14. is changed to read:

"Personal and Advertising Injury" means injury arising out of one or more of the following offenses:

- d) Oral, written, televised, videotaped, or internet-based publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products, or services;
- e) Oral, written, televised, videotaped, or internet-based publication of material that violates a person's right of privacy;
- f) Misappropriation of advertising ideas or style of doing business; or
- g) Infringement of copyright, title, or slogan.

2) Exclusions b. and c. of Coverage B., Personal and Advertising Injury Liability, are changed to read:

- a) (2) Arising out of oral, written, televised, videotaped, or internet-based publication of material, if done by or at the direction of the insured with knowledge of its falsity;
- b) (3) Arising out of oral, written, televised, videotaped, or internet-based publication of material whose first publication took place before the beginning of the policy period.

G) BODILY INJURY – MENTAL ANGUISH

The definition of "bodily injury" is changed to read:

"Bodily Injury":

- a) 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.

H) 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.

I) LIBERALIZATION

If we adopt a change in our forms or rules which would broaden your coverage without an additional premium charge, your policy will automatically provide the additional coverage(s) as of the date the revision is effective in your state.

J) EXTENDED "PROPERTY DAMAGE"

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE 2.

Exclusions a. is deleted and replaced by the following:

- 1) 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.

K) PREMISES SOLD OR ABANDONED BY YOU

SECTION I -COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE 2.

Exclusions, Exclusion j. is amended as follows:

Paragraph (2) is replaced by the following:

- (2) Premises you sell, give away, or abandon, if the "property damage" arises out of any part of those premises and occurred from hazards that were known by you or should have reasonably been known by you, at the time the property was transferred or abandoned.

L) ADDITIONAL INSURED – FUNDING SOURCE

Under SECTION II – WHO IS AN INSURED the following is added:

- 2) Any person or organization with respect to their liability arising out of:
 - a) Their financial control of you; or
 - b) Premises they own, maintain, or control while you lease or occupy these premises.

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

M) ADDITIONAL INSURED – MANAGERS OR LESSORS OF PREMISES

Under SECTION II – WHO IS AN INSURED the following is added:

- 1.f. Any person or organization with respect to their liability arising out of the ownership, maintenance, or use of that part of the premises leased to you, subject to the following additional exclusions:

This insurance does not apply to:

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

N) ADDITIONAL INSUREDS - BY CONTRACT, AGREEMENT OR PERMIT

- 1) Any person or organization is an insured with whom you are required to add as an additional insured to this policy by a written contract or written agreement, or permit that is:
 - a) currently in effect or becoming effective during the term of this policy; and
 - b) executed prior to the "bodily injury," "property damage," "personal and advertising injury".
- 2) This insurance provided to the additional insured by this endorsement applies as follows:
 - a) That person or organization is only an additional insured with respect to liability caused by your negligent acts or omissions at or from:
 - (1) Premises you own, rent, lease, or occupy, or
 - (2) Your ongoing operations performed for the additional insured at the job indicated by written contract or written agreement.
 - b) The limits of insurance applicable to the additional insured are those specified in the written contract or written agreement or in the Declarations of this policy whichever is less. These limits of insurance are inclusive of and not in addition to the limits of insurance shown in the Declarations.
- 3) With respect to the insurance afforded these additional insured's, the following additional exclusions apply:
 - a) This insurance does not apply to "Bodily injury" or "property damage" occurring after:
 - (1) 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
 - (2) 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 on or at the same project.
 - b) This insurance does not apply to "bodily injury," "property damage," "personal and advertising injury" caused by the rendering of or failure to render any professional services.
- 4) Regardless of whether other insurance is available to an additional insured on a primary basis, this insurance will be primary and noncontributory if a written contract between you and the additional insured specifically requires that this insurance be primary.

O) GENERAL AGGREGATE LIMIT PER LOCATION

SECTION III – LIMITS OF INSURANCE, is amended as follows:

2. The General Aggregate Limit is the most we will pay for the sum of:

- a. Medical expenses under Coverage C;
- b. Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard, and
- c. Damages under Coverage B.

A separate Location General Aggregate Limit applies to each "location" and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.

SECTION V - DEFINITIONS is amended by adding the following:

23. "Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

P) BLANKET SPECIAL EVENTS AND FUND RAISING EVENTS

1) This insurance applies to your legal liability for "bodily injury," "property damage," and "personal and advertising injury" arising out of all your managed, operated or sponsored special events WITH THE FOLLOWING EXCEPTIONS:

- a) Events involving aircraft
- b) Events involving automobile or motorcycle races or rallies
- c) Events involving fireworks
- d) Events involving firearms
- e) Events involving live animals, excluding domestic pets
- f) Carnivals and fairs with mechanical rides
- g) Any event lasting more than three (3) days (including otherwise acceptable events)
- h) Any event with greater than 1,000 people in attendance (including otherwise acceptable events)

Coverage may be provided by endorsement issued by us and made part of this Coverage Part, and subject to an additional premium charge.

Q) NON-OWNED WATERCRAFT

SECTION I – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE 2. Exclusions, paragraph g.(2) is amended to read as follows:

(2) A watercraft you do not own that is:

- a) Less than 65 feet long, and
- b) Not being used to carry persons or property for a charge;

This provision applies to any person, who with your consent, either uses or is responsible for the use of a watercraft.

This insurance is excess over any other valid and collectible insurance available to the insured whether primary, excess, or contingent.

R) WAIVER OF SUBROGATION

We will waive our right of subrogation in the event of a loss. We must be advised in writing, prior to the loss, of your intention to waive subrogation. We also must know whom subrogation will be waived against. If your request meets our underwriting criteria regarding such waivers, we will waive our right. However, we reserve the right to charge additional premium or to limit the terms and conditions of such waiver.

S) WAIVER OF IMMUNITY

We will waive, both in the adjustment of claims and in defense of "suits" against the insured, any charitable or governmental immunity of the insured, unless the insured requests, in writing, that we not do so.

Waiver of immunity, as a defense, will not subject us to liability for any portion of a claim or judgment, in excess, of the applicable limit of insurance.

T) VIOLATION OF RIGHTS OF RESIDENTS (PATIENT'S RIGHTS)

- 1) The following is added to SECTION 1 – COVERAGES COVERAGE A BODILY INJURY AND PROPERTY DAMAGE – paragraph 1. Insuring Agreement:
"Bodily Injury" damages arising out of the violation of "Rights of Residents," shall be deemed an "occurrence."
- 2) As respects the coverage provided in paragraph A.1. of this endorsement, the following exclusions are added to SECTION 1 – COVERAGES COVERAGE A BODILY INJURY AND PROPERTY DAMAGE – 2. Exclusions:
This insurance does not apply to:
 - a) Liability arising out of the willful or intentional violation of "Rights of Residents."
 - b) Fines or penalties assessed by a court or regulatory authority.
 - c) Liability arising out of any act or omission in the furnishing, or failure to furnish, professional services in the medical treatment of residents.
- 3) As respects the violation of "Rights of Residents" Coverage, the following definition is added to SECTION V - DEFINITIONS:
 24. "Rights of Residents" means:
 - a. Any right granted to a resident under any state law regulating your business as a health care facility.
 - b. The "Rights of Residents" as included in the United States Department of Health and Welfare regulations governing participation of Intermediate Care Facilities and Skilled Nursing Facilities, regardless of whether your facility is subject to those regulations.

U. LIQUOR LIABILITY EXCLUSION – EXCEPTION FOR SPECIAL EVENTS OR FUNDRAISING EVENTS

SECTION 1. COVERAGES COVERAGE A BODILY INJURY AND PROPERTY DAMAGE 2.

Exclusions c. is amended by adding the following subparagraph:

This exclusion does not apply to "bodily injury" or "property damage" arising out of the selling, serving or furnishing of alcoholic beverages at any special events or fundraising events related to the insured's business.

V. EMPLOYEE CRIMINAL DEFENSE COVERAGE

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

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

The alleged criminal act must arise out of the "employee's" work performed on your behalf.

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

All other terms and conditions of this Policy remain unchanged.

Endorsement Number:

Policy Number: NTPKG0068204

Named Insured: HealthRIGHT360

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date: 7/01/2015

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

Date (MM/DD/YR)
6/29/15

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).

PRODUCER Heffernan Insurance Brokers 1350 Cariback Avenue Walnut Creek, CA 94596 CA License #0564249	CONTACT NAME: Shelaine Gonsalves	
	PHONE (A/C, No, Ext): 925-934-8500 FAX (A/C, No): 925-934-8278 EMAIL ADDRESS: ShelaineG@heffins.com	
INSURED HealthRIGHT360 1735 Mission Street San Francisco, CA 94103	INSURERS AFFORDING COVERAGE	NAIC #
	INSURER A: Arch Insurance Company	11150
	INSURER B: Berkshire Hathaway Homestate Ins. Co.	10855
	INSURER C: Travelers Casualty and Surety Co. of America	19038
	INSURER D: Great American Assurance Company	39896
	INSURER E:	
INSURER F:		

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 LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L. AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC	X		NTPKG0068204	07/01/15	07/01/16	EACH OCCURRENCE	\$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$3,000,000
							PRODUCTS - COMP/OP AGG	\$3,000,000
								\$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			NTAUT0026004	07/01/15	07/01/16	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			NTUMB0032604	07/01/15	07/01/16	EACH OCCURRENCE	\$3,000,000
							AGGREGATE	\$3,000,000
								\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		HEWC601810	07/01/15	07/01/16	<input checked="" type="checkbox"/> WC STATUTORY LIMITS OTHER	
							E.L. EACH ACCIDENT	1,000,000
							E.L. DISEASE - EA EMPLOYEE	1,000,000
							E.L. DISEASE - POLICY LIMIT	1,000,000
A	Professional Liability			NTPKG0068204	07/01/15	07/01/16	Each claim/aggregate	\$1mm/\$3mm
A	Excess Professional Liability			NTUMB0032604	07/01/15	07/01/16	Each claim/aggregate	\$3mm/\$3mm
C	Crime			105642284	07/01/15	07/01/16	Limit	\$10,000,000
D	Excess Crime			SAA024161703	07/01/15	07/01/16	Limit	\$13,000,000
A	Sexual Misconduct			NTPKG0068204	07/01/15	07/01/16	Each claim/aggregate	\$2mm/\$2mm

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

Re: As Per Contract or Agreement on File with Insured.

City & County of San Francisco is included as an additional insured (and primary) on General Liability policy per the attached endorsement, if required.

CERTIFICATE HOLDER

CANCELLATION

City & County of San Francisco
 Dept. of Public Works
 101 Grove Street, Rm #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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Additional Insured Person(s) or Organization(s)
City & County of San Francisco
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SOCIAL SERVICES PREMIER GENERAL LIABILITY ENHANCEMENT ENDORSEMENT

It is understood and agreed that the following extensions only apply in the event that no other specific coverage for the indicated loss exposures are provided under this policy. If such specific coverage applies, the terms, conditions, and limits of that coverage are the sole and exclusive coverage applicable under this policy.

Throughout this endorsement the words "you" and "your" refer to the "Named Insured" shown in the Declarations. The words "we", "us", and "our" refer to the "Company" providing this insurance.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The following is a summary of the Limits of Insurance and Additional Coverage provided by this endorsement. For complete details on specific coverage's, consult the policy contract wording.

- A) Medical Payment – Limit increased to \$20,000
- B) Supplementary Payments – Bail bonds increased to \$3,000 / Loss of Earnings increased to \$1,000 each day
- C) Damage to Premises Rented to You – Fire, Lightning, Explosion, Smoke and Leaks from Fire Protective Sprinklers limit increased to \$1,000,000
- D) Broadened definition of Who is an Insured
- E) Knowledge or Notice of Occurrence
- F) Broadened definition of Advertising Injury includes televised, videotaped, or internet-based publication
- G) Amended definition of Bodily Injury to include mental anguish
- H) Amended Unintentional Failure to Disclose Hazards
- I) Amended Liberalization Clause
- J) Property Damage – Removal of exclusion for "Property Damage" resulting from the use of reasonable force to protect persons or property
- K) Premises Sold or Abandoned by You
- L) Added Blanket Additional Insured - Funding sources
- M) Added Blanket Additional Insured - Managers or lessors of premises
- N) Additional Insured – By Contract, Agreement or Permit
- O) General Aggregate Limit Per Location
- P) Blanket Special Events and Fund Raising Events Coverage
- Q) Non-Owned Watercraft Coverage - Length is increased to 65 feet
- R) Blanket Waiver of Subrogation
- S) Waiver of Immunity
- T) Violation of Rights of Residents Coverage (Patient's Rights)
- U) Liquor Liability Exception to Exclusion
- V) Employee Criminal Defense Coverage - \$25,000 limit

A) MEDICAL PAYMENTS

If Medical Payments Coverage (Coverage C) is not otherwise excluded from this Coverage Part:

- 1) The Medical Expense Limit is increased, subject to all the terms of Limits of Insurance (Section III) to \$20,000
- 2) The requirement in the Insuring Agreement of Coverage C, that expenses must be incurred and reported to us within "one year" of the accident date is changed to "three years."

B) SUPPLEMENTARY PAYMENTS

Coverage A. and B. provisions:

- 1) The limit for the cost of bail bonds is changed from \$250 to \$3,000.
- 2) The limit for loss of earnings is changed from \$250 per day to \$1,000 per day.

C) DAMAGE TO PREMISES RENTED TO YOU

If damage by fire to premises rented to you is not otherwise excluded from this Coverage Part, the word "fire" and the words "fire insurance" are changed to "fire, lightning, explosion, smoke, or leakage from fire protective sprinklers" where it appears in:

- 1) The last paragraph of Section I – Coverages, Coverage A Bodily Injury And Property Damage Liability, subsection 2. Exclusions;
- 2) Section III – Limits Of Insurance, paragraph 6.;
- 3) Section V – Definitions, paragraph 9.a.
- 4) Section IV – Commercial General Liability Conditions, subsection 4. Other Insurance, paragraph b. Excess Insurance

The Damage to Premises Rented to You Limit section of the Declarations is amended to \$1,000,000.

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 leakage from fire protective sprinklers or any combination thereof.

D) WHO IS AN INSURED

Paragraph 2 of Section II – Who Is An Insured is deleted and replaced by the following:

2. Each of the following is also an insured: but only while working within the scope of their duties for the insured:
 - a.
 - (i) "Employees";
 - (ii) "Volunteer Workers";
 - (iii) Independent Contractors

However, no "employees", "volunteer workers" or independent contractors are insureds for:

(1) "Bodily injury" or "personal and advertising injury":

- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1)(a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1)(a) or (b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.

(2) "Property damage" to property:

- (a) Owned, occupied or used by,
 - (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).
- b. Medical directors and administrators, including professional persons, are also insureds;
 - c. If you are an organization other than a partnership or joint venture, your managers and supervisors are also insureds;
 - d. If you are a limited liability company your members are insureds, but only with respect to their duties related to the conduct of your business;
 - e. Any organization and subsidiary thereof which you control and actively manage on the effective date of this endorsement;

- f. Any person or organization that has financial control of you or owns, maintains or controls premises occupied by you and requires you to name them as an additional insured but only with respect to their liability arising out of:

- (1) Their financial control of you; or

- (2) Premises they own maintain or control while you lease or occupy these premises.

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

- g. Any state or political subdivision subject to the following provision:

This insurance applies only with respect to the following hazards for which the state or political subdivision has issued a permit in connection with premises you own, rent, or control and to which this insurance applies:

- (1) 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

- (2) The construction, erection, or removal of elevators; or

- (3) The ownership, maintenance, or use of any elevators covered by this insurance.

However, the insurance afforded for any organization and subsidiary thereof not named in the Declarations as a Named Insured, does not apply to injury or damage with respect to which an insured under this endorsement is also an insured under another policy, or would be an insured under such policy but for its termination or the exhaustion of its limits of insurance.

- h. Students in training, but not for "bodily injury" or "property damage" arising out of his or her rendering or failure to render professional services to patients;

- i. Your members but only with respect to their liability for your activities or activities they perform on your behalf;

- j. Your trustees or members of the board of governors while acting within the scope of their duties as such on your behalf;

- k. Any entity you are required in a written contract (hereinafter called Additional Insured) to name as an insured is an insured but only with respect to liability arising out of your premises, "your work" for the Additional Insured, or acts or omissions of the Additional Insured in connection with the general supervision of "your work" to the extent set forth below:

Insurance does not apply to "bodily injury," "property damage" or "personal and advertising injury" arising out of the rendering or failure to render any professional services by or for you, including but not limited to:

- (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications; and

- (2) Supervisors, inspection, or engineering services.

Any coverage provided under this provision shall be excess over any other valid and collectible insurance available to the Additional Insured(s) whether primary, excess, contingent or on any other basis unless a contract specifically requires that this insurance be primary or you request that it apply on a primary basis.

Paragraph 3a. of Section II – Who Is An Insured is deleted and replaced by the following:

- a. Coverage under this provision is, subject to (1) and (2) below:

- (1) Effective on the acquisition or formation date; and

- (2) Afforded only until the end of the policy period.

E) KNOWLEDGE OR NOTICE OF OCCURRENCE

1) As respects any loss reporting requirements under this policy, it is understood and agreed that knowledge of an "occurrence" by an agent, servant or employee of yours or any other person shall not in itself constitute knowledge by you, unless a corporate officer of yours shall have received notice from said agent, servant, employee or any other person.

2) Your failure to give first report of an "occurrence" to us shall not invalidate coverage under this policy if the loss was inadvertently reported to another insurer. However, you shall report any such "occurrence" to us within a reasonable time once you become aware of such error.

F) ADVERTISING INJURY – TELEVISED, VIDEOTAPED, OR INTERNET-BASED PUBLICATION

- 1) The definition of "Personal and Advertising Injury" item 14. is changed to read:
"Personal and Advertising Injury" means injury arising out of one or more of the following offenses:
 - d) Oral, written, televised, videotaped, or internet-based publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products, or services;
 - e) Oral, written, televised, videotaped, or internet-based publication of material that violates a person's right of privacy;
 - f) Misappropriation of advertising ideas or style of doing business; or
 - g) Infringement of copyright, title, or slogan.
- 2) Exclusions b. and c. of Coverage B., Personal and Advertising Injury Liability, are changed to read:
 - a) (2) Arising out of oral, written, televised, videotaped, or internet-based publication of material, if done by or at the direction of the insured with knowledge of its falsity;
 - b) (3) Arising out of oral, written, televised, videotaped, or internet-based publication of material whose first publication took place before the beginning of the policy period.

G) BODILY INJURY – MENTAL ANGUISH

The definition of "bodily injury" is changed to read:

"Bodily Injury":

- a) 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.

H) 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.

I) LIBERALIZATION

If we adopt a change in our forms or rules which would broaden your coverage without an additional premium charge, your policy will automatically provide the additional coverage(s) as of the date the revision is effective in your state.

J) EXTENDED "PROPERTY DAMAGE"

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE 2.

Exclusions a. is deleted and replaced by the following:

- 1) 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.

K) PREMISES SOLD OR ABANDONED BY YOU

SECTION I -COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE 2.

Exclusions, Exclusion j. is amended as follows:

Paragraph (2) is replaced by the following:

- (2) Premises you sell, give away, or abandon, if the "property damage" arises out of any part of those premises and occurred from hazards that were known by you or should have reasonably been known by you, at the time the property was transferred or abandoned.

L) ADDITIONAL INSURED – FUNDING SOURCE

Under SECTION II – WHO IS AN INSURED the following is added:

- 2) Any person or organization with respect to their liability arising out of:
 - a) Their financial control of you; or
 - b) Premises they own, maintain, or control while you lease or occupy these premises.

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

M) ADDITIONAL INSURED – MANAGERS OR LESSORS OF PREMISES

Under SECTION II – WHO IS AN INSURED the following is added:

- 1.f. Any person or organization with respect to their liability arising out of the ownership, maintenance, or use of that part of the premises leased to you, subject to the following additional exclusions:

This insurance does not apply to:

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

N) ADDITIONAL INSUREDS - BY CONTRACT, AGREEMENT OR PERMIT

- 1) Any person or organization is an insured with whom you are required to add as an additional insured to this policy by a written contract or written agreement, or permit that is:
 - a) currently in effect or becoming effective during the term of this policy; and
 - b) executed prior to the "bodily injury," "property damage," "personal and advertising injury".
- 2) This insurance provided to the additional insured by this endorsement applies as follows:
 - a) That person or organization is only an additional insured with respect to liability caused by your negligent acts or omissions at or from:
 - (1) Premises you own, rent, lease, or occupy, or
 - (2) Your ongoing operations performed for the additional insured at the job indicated by written contract or written agreement.
 - b) The limits of insurance applicable to the additional insured are those specified in the written contract or written agreement or in the Declarations of this policy whichever is less. These limits of insurance are inclusive of and not in addition to the limits of insurance shown in the Declarations.
- 3) With respect to the insurance afforded these additional insured's, the following additional exclusions apply:
 - a) This insurance does not apply to "Bodily injury" or "property damage" occurring after:
 - (1) 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
 - (2) 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 on or at the same project.
 - b) This insurance does not apply to "bodily injury," "property damage," "personal and advertising injury" caused by the rendering of or failure to render any professional services.
- 4) Regardless of whether other insurance is available to an additional insured on a primary basis, this insurance will be primary and noncontributory if a written contract between you and the additional insured specifically requires that this insurance be primary.

O) GENERAL AGGREGATE LIMIT PER LOCATION

SECTION III – LIMITS OF INSURANCE, is amended as follows:

2. The General Aggregate Limit is the most we will pay for the sum of:

- a. Medical expenses under Coverage C;
- b. Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard, and
- c. Damages under Coverage B.

A separate Location General Aggregate Limit applies to each "location" and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.

SECTION V - DEFINITIONS is amended by adding the following:

23. "Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

P) BLANKET SPECIAL EVENTS AND FUND RAISING EVENTS

1) This insurance applies to your legal liability for "bodily injury," "property damage," and "personal and advertising injury" arising out of all your managed, operated or sponsored special events WITH THE FOLLOWING EXCEPTIONS:

- a) Events involving aircraft
- b) Events involving automobile or motorcycle races or rallies
- c) Events involving fireworks
- d) Events involving firearms
- e) Events involving live animals, excluding domestic pets
- f) Carnivals and fairs with mechanical rides
- g) Any event lasting more than three (3) days (including otherwise acceptable events)
- h) Any event with greater than 1,000 people in attendance (including otherwise acceptable events)

Coverage may be provided by endorsement issued by us and made part of this Coverage Part, and subject to an additional premium charge.

Q) NON-OWNED WATERCRAFT

SECTION I – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE 2. Exclusions, paragraph g.(2) is amended to read as follows:

(2) A watercraft you do not own that is:

- a) Less than 65 feet long, and
- b) Not being used to carry persons or property for a charge;

This provision applies to any person, who with your consent, either uses or is responsible for the use of a watercraft.

This insurance is excess over any other valid and collectible insurance available to the insured whether primary, excess, or contingent.

R) WAIVER OF SUBROGATION

We will waive our right of subrogation in the event of a loss. We must be advised in writing, prior to the loss, of your intention to waive subrogation. We also must know whom subrogation will be waived against. If your request meets our underwriting criteria regarding such waivers, we will waive our right. However, we reserve the right to charge additional premium or to limit the terms and conditions of such waiver.

S) WAIVER OF IMMUNITY

We will waive, both in the adjustment of claims and in defense of "suits" against the insured, any charitable or governmental immunity of the insured, unless the insured requests, in writing, that we not do so.

Waiver of immunity, as a defense, will not subject us to liability for any portion of a claim or judgment, in excess, of the applicable limit of insurance.

T) VIOLATION OF RIGHTS OF RESIDENTS (PATIENT'S RIGHTS)

- 1) The following is added to SECTION 1 – COVERAGES COVERAGE A BODILY INJURY AND PROPERTY DAMAGE – paragraph 1. Insuring Agreement:
"Bodily Injury" damages arising out of the violation of "Rights of Residents," shall be deemed an "occurrence."
- 2) As respects the coverage provided in paragraph A.1. of this endorsement, the following exclusions are added to SECTION 1 – COVERAGES COVERAGE A BODILY INJURY AND PROPERTY DAMAGE – 2. Exclusions:
This insurance does not apply to:
 - a) Liability arising out of the willful or intentional violation of "Rights of Residents."
 - b) Fines or penalties assessed by a court or regulatory authority.
 - c) Liability arising out of any act or omission in the furnishing, or failure to furnish, professional services in the medical treatment of residents.
- 3) As respects the violation of "Rights of Residents" Coverage, the following definition is added to SECTION V - DEFINITIONS:
 24. "Rights of Residents" means:
 - a. Any right granted to a resident under any state law regulating your business as a health care facility.
 - b. The "Rights of Residents" as included in the United States Department of Health and Welfare regulations governing participation of Intermediate Care Facilities and Skilled Nursing Facilities, regardless of whether your facility is subject to those regulations.

U. LIQUOR LIABILITY EXCLUSION – EXCEPTION FOR SPECIAL EVENTS OR FUNDRAISING EVENTS

SECTION 1. COVERAGES COVERAGE A BODILY INJURY AND PROPERTY DAMAGE 2.

Exclusions c. is amended by adding the following subparagraph:

This exclusion does not apply to "bodily injury" or "property damage" arising out of the selling, serving or furnishing of alcoholic beverages at any special events or fundraising events related to the insured's business.

V. EMPLOYEE CRIMINAL DEFENSE COVERAGE

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

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

The alleged criminal act must arise out of the "employee's" work performed on your behalf.

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

All other terms and conditions of this Policy remain unchanged.

Endorsement Number:

Policy Number: NTPKG0068204

Named Insured: HealthRIGHT360

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date: 7/01/2015