

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

Agreement between the City and County of San Francisco and

HealthRIGHT360

This Agreement is made this **1st day of January, 2014**, in the City and County of San Francisco, State of California, by and between: **HealthRIGHT360, 1735 Mission Street, San Francisco, CA 94103**, hereinafter referred to as "Contractor," and the City and County of San Francisco, a municipal corporation, hereinafter referred to as "City," acting by and through its Director of the Office of Contract Administration or the Director's designated agent, hereinafter referred to as "Purchasing."

Recitals

WHEREAS, the **Department of Public Health, Community Behavioral Health Services**, ("Department") wishes to Fiscal Intermediary Services; and,

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

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

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

Now, THEREFORE, the parties agree as follows:

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

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

2. Term of the Agreement

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

3. Effective Date of Agreement.

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

4. Services Contractor Agrees to Perform.

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

5. Compensation.

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

6. Guaranteed Maximum Costs.

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

7. Payment; Invoice Format.

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

8. Submitting False Claims; Monetary Penalties.

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

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

9. Disallowance.

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

10. Taxes.

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

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

11. Payment Does Not Imply Acceptance of Work.

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

12. Qualified Personnel.

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

13. Responsibility for Equipment.

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

14. Independent Contractor; Payment of Taxes and Other Expenses

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

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

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

15. Insurance

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

- 1) Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than \$1,000,000 each accident, injury, or illness; and
- 2) Commercial General Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations; and
- 3) Commercial Automobile Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.
- 4) Professional liability insurance, applicable to Contractor's profession, with limits not less than \$1,000,000 each claim with respect to negligent acts, errors or omissions in connection with professional services to be provided under this Agreement.
- 5) Blanket Fidelity Bond (Commercial Blanket Bond): Limits in the amount of the Initial Payment provided for in the Agreement

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

- 1) Name as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees.
- 2) That such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought.

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

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

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

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

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

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

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

16. Indemnification

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

17. Incidental and Consequential Damages.

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

18. Liability of City.

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

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

20. Default; Remedies.

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

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

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

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

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

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

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

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

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

21. Termination for Convenience

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

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

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

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

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

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

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

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

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

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

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

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

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| 8. Submitting false claims | 26. Ownership of Results |
| 9. Disallowance | 27. Works for Hire |
| 10. Taxes | 28. Audit and Inspection of Records |
| 11. Payment does not imply acceptance of work | 48. Modification of Agreement. |
| 13. Responsibility for equipment | 49. Administrative Remedy for Agreement Interpretation. |
| 14. Independent Contractor; Payment of Taxes and Other Expenses | 50. Agreement Made in California; Venue |
| 15. Insurance | 51. Construction |
| 16. Indemnification | 52. Entire Agreement |
| 17. Incidental and Consequential Damages | 56. Severability |
| 18. Liability of City | 57. Protection of private information |
| 24. Proprietary or confidential information of City | And, item 1 of Appendix D attached to this Agreement. |

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

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

23. Conflict of Interest.

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

24. Proprietary or Confidential Information of City

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

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

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

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

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

25. Notices to the Parties.

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

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

Any notice of default must be sent by registered mail.

26. Ownership of Results.

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

27. Works for Hire.

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

28. Audit and Inspection of Records

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

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

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

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

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

29. Subcontracting.

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

30. Assignment.

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

31. Non-Waiver of Rights.

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

32. Earned Income Credit (EIC) Forms.

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

written notice of such a breach, Contractor fails to cure such breach or, if such breach cannot reasonably be cured within such period of thirty days, Contractor fails to commence efforts to cure within such period or thereafter fails to diligently pursue such cure to completion, the City may pursue any rights or remedies available under this Agreement or under applicable law. Any Subcontract entered into by Contractor shall require the subcontractor to comply, as to the subcontractor's Eligible Employees, with each of the terms of this section. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Section 12O of the San Francisco Administrative Code.

33. Local Business Enterprise Utilization; Liquidated Damages

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

a. Compliance and Enforcement

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

34. Nondiscrimination; Penalties

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

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

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

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

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

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

35. MacBride Principles—Northern Ireland.

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

36. Tropical Hardwood and Virgin Redwood Ban.

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

37. Drug-Free Workplace Policy.

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

38. Resource Conservation.

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

39. Compliance with Americans with Disabilities Act.

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

40. Sunshine Ordinance.

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

41. Public Access to Meetings and Records.

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

42. Limitations on Contributions.

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

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

43. Requiring Minimum Compensation for Covered Employees

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

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

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

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

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

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

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

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

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

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

44. Requiring Health Benefits for Covered Employees.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

45. First Source Hiring Program

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

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

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

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

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

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

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

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

6) Set the term of the requirements.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

46. Prohibition on Political Activity with City Funds.

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

47. Preservative-treated Wood Containing Arsenic.

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

48. Modification of Agreement.

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

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

50. Agreement Made in California; Venue.

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

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

52. Entire Agreement.

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

53. Compliance with Laws.

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

54. Services Provided by Attorneys.

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

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

56. Severability.

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

57. Protection of Private Information.

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

58. Not Used.

59. Food Service Waste Reduction Requirements.

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

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

61. Cooperative Drafting.

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

62. Dispute Resolution Procedure.

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

63. Additional Terms.

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

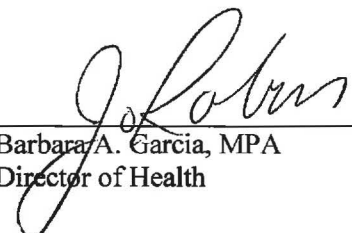
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day first mentioned above.

CITY

CONTRACTOR

Recommended by:

HealthRIGHT360



Barbara A. Garcia, MPA
Director of Health

2-3-14
Date

Approved as to Form:

Dennis J. Herrera
City Attorney

By signing this Agreement, I certify that I comply with the requirements of the Minimum Compensation Ordinance, which entitle Covered Employees to certain minimum hourly wages and compensated and uncompensated time off.


I have read and understood paragraph 35, the City's statement urging companies doing business in Northern Ireland to move towards resolving employment inequities, encouraging compliance with the MacBride Principles, and urging San Francisco companies to do business with corporations that abide by the MacBride Principles.

By: 

Kathy Murphy
Deputy City Attorney

2-14-14
Date

Approved:



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

1-31-14
Date

City vendor number: 08817



Jaci Fong
Director of the Office of
Contract Administration and
Purchaser

4/2/2014
Date

Appendices

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

RECEIVED
PURCHASING DEPARTMENT
14 MAR 10 AM 2:25

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

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

1. Contractor and Program Identification

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

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

2. Nature of Document (check one)

☒ New ☐ Renewal ☐ Modification

3. Goal Statement

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

4. Target Population

As an administrative modality, there is no target population.

5. Modality and Program Description

This appendix provides funding for the following administrative activities:

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

6. Methodology

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

7. Outcome Objectives

As an administrative modality, outcome objectives are as follows:

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

8. Continuous Quality Improvement

Contract evaluation is the joint responsibility of HR360 and CBHS.

1. Contractor and Program Identification

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

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

2. Nature of Document (check one)

☒ New ☐ Renewal ☐ Modification

3. Goal Statement

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

4. Target Population

As an administrative modality, there is no target population.

5. Modality and Program Description

This appendix provides funding for the following administrative activities:

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

6. Methodology

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

7. Outcome Objectives

As an administrative modality, outcome objectives are as follows:

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

8. Continuous Quality Improvement

Contract evaluation is the joint responsibility of HR360 and CBHS.

Contractor: HealthRIGHT 360 (Fiscal Intermediary)
Program: CBHS CYF Fostercare Migration
Fiscal Year: 2013-14

Appendix A-3
Document Date: 03/19/14
Term: 01/01/14-06/30/14

1. Contractor and Program Identification

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

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

2. Nature of Document (check one)

☒ New ☐ Renewal ☐ Modification

3. Goal Statement

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

4. Target Population

As an administrative modality, there is no target population.

5. Modality and Program Description

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

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

6. Methodology

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

7. Outcome Objectives

As an administrative modality, outcome objectives are as follows:

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

8. Continuous Quality Improvement

Contract evaluation is the joint responsibility of HR360 and CBHS.

1. Contractor and Program Identification

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

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

2. Nature of Document (check one)

☒ New ☐ Renewal ☐ Modification

3. Goal Statement

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

4. Target Population

As an administrative modality, there is no target population.

5. Modality and Program Description

This appendix provides funding for the following administrative activities:

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

6. Methodology

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

7. Outcome Objectives

As an administrative modality, outcome objectives are as follows:

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

8. Continuous Quality Improvement

Contract evaluation is the joint responsibility of HR360 and CBHS.

Contractor: HealthRIGHT 360 (Fiscal Intermediary)
Program: CBHS MH FI Services
Fiscal Year: 2013-14

Appendix A-5
Document Date: 03/19/14
Term: 01/01/14-06/30/14

1. Contractor and Program Identification

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

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

2. Nature of Document (check one)

☒ New ☐ Renewal ☐ Modification

3. Goal Statement

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

4. Target Population

As an administrative modality, there is no target population.

5. Modality and Program Description

This appendix provides funding for the following administrative activities:

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

6. Methodology

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

7. Outcome Objectives

As an administrative modality, outcome objectives are as follows:

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

8. Continuous Quality Improvement

Contract evaluation is the joint responsibility of HR360 and DPH.

1. Contractor and Program Identification

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

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

2. Nature of Document (check one)

☒ New ☐ Renewal ☐ Modification

3. Goal Statement

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

4. Target Population

As an administrative modality, there is no target population.

5. Modality and Program Description

This appendix provides funding for the following administrative activities:

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

6. Methodology

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

7. Outcome Objectives

As an administrative modality, outcome objectives are as follows:

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

8. Continuous Quality Improvement

Contract evaluation is the joint responsibility of HR360 and CBHS.

1. Contractor and Program Identification

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

Program Name: CBHS Drug Court Treatment Center
Address: 509 6th Street
San Francisco, CA 94107
Phone: 415-222-6150 / 415-503-4732
Contact: Kate Godsey, Program Coordinator, DCTC
Craig Murdock, Health Program Coordinator, CBHS

2. Nature of Document (check one)

☒ New ☐ Renewal ☐ Modification

3. Goal Statement

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

4. Target Population

As an administrative modality, there is no target population.

5. Modality and Program Description

This appendix provides funding for the following administrative activities:

- CBHS DCTC funded by San Francisco General Funds with funding term 01/01/14-06/30/14
- CBHS DCTC funded by State Public Safety Realignment (PSR) Drug Court funds with funding term 01/01/14-06/30/14

6. Methodology

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

7. Outcome Objectives

As an administrative modality, outcome objectives are as follows:

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

8. Continuous Quality Improvement

Contract evaluation is the joint responsibility of HR360 and CBHS.

1. Contractor and Program Identification

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

Program Name: CBHS Behavioral Health Access Center
Address: 1380 Howard Street, 1st Floor
San Francisco, CA 94103
Phone: 415-503-4730
Contact: Craig Murdock, Health Program Coordinator, CBHS

2. Nature of Document (check one)

☒ New ☐ Renewal ☐ Modification

3. Goal Statement

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

4. Target Population

As an administrative modality, there is no target population.

5. Modality and Program Description

This appendix provides funding for the following administrative activities:

- CBHS BHAC funded by San Francisco General Funds with funding term 01/01/14-06/30/14
- CBHS BHAC funded by State BASN funds with funding term 01/01/14-06/30/14

6. Methodology

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

7. Outcome Objectives

As an administrative modality, outcome objectives are as follows:

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

8. Continuous Quality Improvement

Contract evaluation is the joint responsibility of HR360 and CBHS.

Contractor: HealthRIGHT 360 (Fiscal Intermediary)
Program: Project Homeless Connect
Fiscal Year: 2013-14

Appendix A-9
Document Date: 03/19/14
Term: 01/01/14-06/30/14

1. Contractor and Program Identification

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

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

2. Nature of Document (check one)

☒ New ☐ Renewal ☐ Modification

3. Goal Statement

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

4. Target Population

As an administrative modality, there is no target population.

5. Modality and Program Description

This appendix provides funding for the following administrative activities:

- PHC funded by San Francisco General Funds with funding term 01/01/14-06/30/14
- PHC Everyday Connect funded by San Francisco General Funds with funding term 01/01/14-06/30/14

6. Methodology

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

7. Outcome Objectives

As an administrative modality, outcome objectives are as follows:

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

8. Continuous Quality Improvement

Contract evaluation is the joint responsibility of HR360 and CBHS.

Contractor: HealthRIGHT 360 (Fiscal Intermediary)
Program: Minority AIDS Initiative
Fiscal Year: 2013-14

Appendix A-10
Document Date: 03/19/14
Term: 01/01/14-09/29/14

1. Contractor and Program Identification

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

Program Name: Minority AIDS Initiative
Address: 25 Van Ness Avenue, 7th Floor
San Francisco, CA 94102
Phone: 415-554-9126
Contact: Dara Geckeler, Project Coordinator

2. Nature of Document (check one)

☒ New ☐ Renewal ☐ Modification

3. Goal Statement

- 1) To provide appropriate fiscal oversight and management and fulfill all fiscal reporting requirements

4. Target Population

As an administrative modality, there is no target population.

5. Modality and Program Description

This appendix provides funding for the following administrative activities:

- Minority AIDS Initiative funded by Federal SAMHSA grant with funding term 01/01/14-09/29/14

6. Methodology

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

7. Outcome Objectives

As an administrative modality, outcome objectives are as follows:

- 1) To provide appropriate fiscal oversight and management and fulfill all fiscal reporting requirements

8. Continuous Quality Improvement

Contract evaluation is the joint responsibility of HR360 and DPH.

1. Contractor and Program Identification

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

Program Name: Primary & Behavioral Health Care Integration
Address: 1380 Howard Street, 4th Floor
San Francisco, CA 94103
Phone: 415-255-3940
Contact: Jana Rickerson, Project Coordinator

2. Nature of Document (check one)

☒ New ☐ Renewal ☐ Modification

3. Goal Statement

- 1) To provide appropriate fiscal oversight and management and fulfill all fiscal reporting requirements

4. Target Population

As an administrative modality, there is no target population.

5. Modality and Program Description

This appendix provides funding for the following administrative activities:

- Primary & Behavioral Health Care Integration funded by Federal SAMHSA grant with funding term 01/01/14-08/31/14

6. Methodology

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

7. Outcome Objectives

As an administrative modality, outcome objectives are as follows:

- 1) To provide appropriate fiscal oversight and management and fulfill all fiscal reporting requirements

8. Continuous Quality Improvement

Contract evaluation is the joint responsibility of HR360 and DPH.

Contractor: HealthRIGHT 360 (Fiscal Intermediary)
Program: COPC FI Services
Fiscal Year: 2013-14

Appendix A-12
Document Date: 03/19/14
Term: 01/01/14-06/30/14

1. Contractor and Program Identification

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

Program Name: COPC FI Services
Address: 1380 Howard Street, 4th Floor
San Francisco, CA 94103
Phone: 415-255-3586 / 415-255-3416
Contact: Bill Blum, Director, COPC
Shirley Giang, Budget Director, DPH Community Programs

2. Nature of Document (check one)

☒ New ☐ Renewal ☐ Modification

3. Goal Statement

- 1) To provide appropriate fiscal oversight and management and fulfill all fiscal reporting requirements

4. Target Population

As an administrative modality, there is no target population.

5. Modality and Program Description

This appendix provides funding for the following administrative activities:

- Primary Care Encounters funded by San Francisco General funds with funding term 01/01/14-06/30/14
- Tom Waddell Health Center (TWHC) Shelter Nutritionist funded by San Francisco General funds with funding term 01/01/14-06/30/14
- Southeast Health Center (SEHC) Salesforce funded by Salesforce.com Grant funding with funding term 01/01/14-06/30/14

6. Methodology

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

7. Outcome Objectives

As an administrative modality, outcome objectives are as follows:

- 1) To provide appropriate fiscal oversight and management and fulfill all fiscal reporting requirements

8. Continuous Quality Improvement

Contract evaluation is the joint responsibility of HR360 and DPH.

1. Contractor and Program Identification

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

Program Name: Children Community Response Network
Address: 1380 Howard Street, 4th Floor
San Francisco, CA 94103
Phone: 415-554-8959 / 415-255-3416
Contact: Taras Madison, Budget Director, DCYF
Shirley Giang, Budget Director, DPH Community Programs

2. Nature of Document (check one)

☒ New ☐ Renewal ☐ Modification

3. Goal Statement

- 1) To provide appropriate fiscal oversight and management and fulfill all fiscal reporting requirements

4. Target Population

As an administrative modality, there is no target population.

5. Modality and Program Description

This appendix provides funding for the following administrative activities:

- Children Community Response Network funded by Community Health CRN Work Order funds with funding term 01/01/14-06/30/14

6. Methodology

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

7. Outcome Objectives

As an administrative modality, outcome objectives are as follows:

- 1) To provide appropriate fiscal oversight and management and fulfill all fiscal reporting requirements

8. Continuous Quality Improvement

Contract evaluation is the joint responsibility of HR360 and DPH.

Appendix B

Calculation of Charges

1. Method of Payment

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

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

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

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

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

CONTRACTOR shall submit monthly invoices in the format attached, Appendix F, and in a form acceptable to the Contract Administrator, by the fifteenth (15th) calendar day of each month for reimbursement of the actual costs for SERVICES of the preceding month. All costs associated with the SERVICES shall be reported on the invoice each month. All costs incurred under this Agreement shall be due and payable only after SERVICES have been rendered and in no case in advance of such SERVICES.

B. Final Closing Invoice

(1) Fee For Service Reimbursement:

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

(2) Cost Reimbursement:

A final closing invoice, clearly marked "FINAL," shall be submitted no later than forty-five (45) calendar days following the closing date of each fiscal year of the Agreement, and shall include only those costs incurred during the referenced period of performance. If costs are not invoiced during this period, all unexpended funding set aside for this Agreement will revert to CITY.

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

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

CONTRACTOR agrees that within that fiscal year, this initial payment shall be recovered by the CITY through a reduction to monthly payments to CONTRACTOR during the period of January 1, 2014 through March 31, 2013 of the applicable fiscal year, unless and until CONTRACTOR chooses to return to the CITY all or part of the initial payment for that fiscal year. The amount of the initial payment recovered each month shall be calculated by dividing the total initial payment for the fiscal year by the total number of months for recovery. Any termination of this Agreement, whether for cause or for convenience, will result in the total outstanding amount of the initial payment for that fiscal year being due and payable to the CITY within thirty (30) calendar days following written notice of termination from the CITY.

2. Program Budgets and Final Invoice

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

- Appendix B-1 CBHS CYF Care management
- Appendix B-2 CBHS CYF Family Mosaic Project
- Appendix B-3 CBHS CYF Fostercare Migration
- Appendix B-4 CBHS CYF SPMP Fostercare
- Appendix B-5 CBHS MH Administration
- Appendix B-6 CBHS SA Administration
- Appendix B-7 CBHS Drug Court Treatment Center
- Appendix B-8 CBHS Behavioral Health Access Center
- Appendix B-9 Project Homeless Connect
- Appendix B-10 Minority AIDS Initiative
- Appendix B-11 Primary & Behavioral Health Care Integration
- Appendix B-12 COPC FI Services
- Appendix B-13 Children Community Response

B. *COMPENSATION*

Compensation shall be made in monthly payments on or before the 30th day after the DIRECTOR, in his or her sole discretion, has approved the invoice submitted by CONTRACTOR. The breakdown of costs and sources of revenue associated with this Agreement appears in Appendix B, Cost Reporting/Data Collection (CR/DC) and Program Budget, attached hereto and incorporated by reference as though fully set forth herein. The maximum dollar obligation of the CITY under the terms of this Agreement shall not exceed **Nine Million Seven Hundred Thousand Four Hundred Ninety Five Dollars (\$9,700,495)** for the period of January 1, 2014 through December 31, 2014.

CONTRACTOR understands that, of this maximum dollar obligation, \$993,684 is included as a contingency amount and is neither to be used in Appendix B, Budget, or available to CONTRACTOR without a modification to this Agreement executed in the same manner as this Agreement or a revision to Appendix B, Budget, which has been approved by the Director of Health. CONTRACTOR further understands that no payment of any portion of this contingency amount will be made unless and until such modification or budget revision has been fully approved and executed in accordance with applicable CITY and Department of Public Health laws, regulations and policies/procedures and certification as to the availability of funds by the Controller. CONTRACTOR agrees to fully comply with these laws, regulations, and policies/procedures.

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

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

January 1, 2014 through June 30, 2014	\$5,829,820
July 1, 2014 through December 31, 2014	\$2,876,991
January 1, 2014 through December 31, 2014	\$8,706,811

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

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

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

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

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

DPH 1: Department of Public Health Contract Budget Summary

DMH Legal Entity Number: 00348		Prepared By/Phone #: Paul Kroger / 415-918-1820				Fiscal Year: 13-14	
Contractor Name: HealthRIGHT 360 (Fiscal Intermediary)		Document Date: 9/29/14					
Appendix Number	B-1	B-2	B-3	B-4	B-5	B-6	B-7
Program Name	CBHS CYF Care Management	CBHS CYF Family Mosaic Project	CBHS CYF Fostercare Migration	CBHS CYF SPMP Fostercare	CBHS MH FI Services	CBHS SA FI Services	CBHS Drug Court Treatment Center
Provider Number	00038	00038	00038	00038	00038	383800	383804
FUNDING TERM	1/1/14-6/30/14	1/1/14-6/30/14	1/1/14-6/30/14	1/1/14-6/30/14	1/1/14-6/30/14	1/1/14-6/30/14	1/1/14-6/30/14
FUNDING USES							
Salaries & Employee Benefits	354,300	77,059	129,219	309,227	331,393	197,502	395,368
Operating Expenses	21,023	5,419	7,226	5,412	96,781	228,660	301,000
Capital Expenses	-	-	-	-	-	-	-
Subtotal Direct Expenses	375,323	82,478	136,445	314,639	428,174	426,162	696,368
Indirect Expenses	41,286	9,072	15,010	34,610	46,135	46,877	76,600
Indirect %	11.00%	11.00%	11.00%	11.00%	10.77%	11.00%	11.00%
TOTAL FUNDING USES	416,609	91,550	151,455	349,249	474,309	473,039	772,968
CBHS MENTAL HEALTH FUNDING SOURCES							
CFDA	FAMIS						
MH COUNTY - General Fund	-	HMHMCC730515	-	-	-	339,740	-
MH FED - SAHMSA PBHCl Grant	93.243	HMAD03-1400	-	-	-	-	-
MH STATE - MHSA CSS Project	-	PMHS63-1407	-	-	-	76,414	-
MH STATE - MHSA WDET Project	-	PMHS63-1408	50,000	-	-	12,500	-
MH STATE - Family Mosaic Capitalated	-	HMHMCP8828CH	-	49,274	-	-	-
MH COUNTY - General Fund CYF	-	HMMHCP751594	236,588	42,276	-	-	-
MH COUNTY - General Fund CYF WO CODB	-	HMMHCP751594	-	-	1,856	3,872	-
MH WORK ORDER - DCYF	-	HMHMCHPRPJWO	-	-	-	45,655	-
MH WORK ORDER - HSA Childcare	-	HMHMCHCDHSWO	13,025	-	-	-	-
MH WORK ORDER - HSA Fostercare	-	HMHMCHFOSTWO	-	-	149,599	-	-
MH WORK ORDER - HSA SPMP Fostercare	-	HMHMCHSPMPWO	-	-	-	-	-
MH WORK ORDER - HSA GF Match	-	HMHMCHMTCHWO	-	-	281,351	-	-
MH WORK ORDER - HSA GF Match	-	HMHMCHMTCHWO	-	-	64,026	-	-
MH WORK ORDER - SFCFC First Five	-	HMHMCHPTINWO	54,341	-	-	-	-
MH STATE - SAMHSA FMP Grant	93.958	HMM007-1402	62,655	-	-	-	-
TOTAL CBHS MENTAL HEALTH FUNDING SOURCES			416,609	91,550	151,455	349,249	474,309
CBHS SUBSTANCE ABUSE FUNDING SOURCES							
CFDA	FAMIS						
SA FED - SAPT Primary Prevention Set-Aside	93.959	HMHSCCRES227	-	-	-	-	19,839
SA FED - SAPT HIV Set-Aside	93.959	HMHSCCRES227	-	-	-	-	77,260
SA STATE - Parolee Services Network BASN	-	HMHSCCRES227	-	-	-	-	-
SA STATE - PSR Drug Court	-	HMHSCCRES227	-	-	-	-	416,140
SA COUNTY - General Fund	-	HMHSCCRES227	-	-	-	-	324,551
SA GRANT - Fed SAMHSA MAI	93.243	HCSA10-1400	-	-	-	-	-
SA GRANT - Fed SAMHSA MAI	93.243	HCSA10-1401	-	-	-	-	-
SA GRANT - Fed SAMHSA MAI	93.243	HCSA10-1402	-	-	-	-	-
SA STATE - SACPA Project	-	HMHSPROP36	-	-	-	-	-
SA WORK ORDER - HSA Children's Program	-	HMHSDIFFERWO	-	-	-	-	51,389
TOTAL CBHS SUBSTANCE ABUSE FUNDING SOURCES			-	-	-	-	473,039
OTHER DPH FUNDING SOURCES							
CFDA	FAMIS						
Community Health - CRN Work Order	-	HCHCCHCCRNWO	-	-	-	-	-
COPC - Central Admin General Fund	-	HCHAPADMINGF	-	-	-	-	-
COPC - Tom Waddell General Fund	-	HCHAPTWC-GF	-	-	-	-	-
COPC - Salesforce.com Grant	-	HCGSAL-1400	-	-	-	-	-
TOTAL OTHER DPH FUNDING SOURCES			-	-	-	-	-
TOTAL DPH FUNDING SOURCES			416,609	91,550	151,455	349,249	474,309
NON-DPH FUNDING SOURCES							
			-	-	-	-	-
TOTAL NON-DPH FUNDING SOURCES			-	-	-	-	-
TOTAL FUNDING SOURCES (DPH AND NON-DPH)			416,609	91,550	151,455	349,249	474,309

DPH 1: Department of Public Health Contract Budget Summary

DMH Legal Entity Number: 00348			Prepared By/Phone #: Paul Kroger / 415-918-1820			Fiscal Year: 13-14	
Contractor Name: HealthRIGHT 360 (Fiscal Intermediary)			Document Date: 9/29/14				
Appendix Number	B-8	B-9	B-10	B-11	B-12	B-13	TOTAL
Program Name	CBHS Behavioral Health Access Center	Project Homeless Connect	Minority AIDS Initiative	Primary & Behavioral Health Care Integration	COPC FI Services	Children Community Response Network	
Provider Number	383800	383800	383800	00038	n/a	n/a	
FUNDING TERM	1/1/14-6/30/14	1/1/14-6/30/14	1/1/14-9/29/14	1/1/14-8/31/14	1/1/14-6/30/14	1/1/14-6/30/14	
FUNDING USES							
Salaries & Employee Benefits	343,229	449,054	663,527	201,382	89,702	463,424	4,004,386
Operating Expenses	24,000	32,932	-	55,517	353,604	117,000	1,248,574
Capital Expenses	-	-	-	-	-	-	-
Subtotal Direct Expenses	367,229	481,986	663,527	256,899	443,306	580,424	5,252,960
Indirect Expenses	40,396	53,018	72,987	28,259	48,762	63,848	576,860
Indirect %	11.00%	11.00%	11.00%	11.00%	11.00%	11.00%	10.98%
TOTAL FUNDING USES	407,625	535,004	736,514	285,158	492,068	644,272	5,829,820
Contract-Wide Employee Fringe Benefits %:							28.20%
CBHS MENTAL HEALTH FUNDING SOURCES	CFDA	FAMIS					
MH COUNTY - General Fund	-	HMHMCC730515	-	-	-	-	339,740
MH FED - SAHMSA PBHCI Grant	93.243	HMA03-1400	-	-	285,158	-	285,158
MH STATE - MHSA CSS Project	-	PMHS63-1407	-	-	-	-	76,414
MH STATE - MHSA WDET Project	-	PMHS63-1408	-	-	-	-	62,500
MH STATE - Family Mosaic Capitated	-	HMHMCP8828CH	-	-	-	-	49,274
MH COUNTY - General Fund CYF	-	HMMHCP751594	-	-	-	-	278,864
MH COUNTY - General Fund CYF WO CODB	-	HMMHCP751594	-	-	-	-	5,728
MH WORK ORDER - DCYF	-	HMHMCHPRPJWO	-	-	-	-	45,655
MH WORK ORDER - HSA Childcare	-	HMHMCHCDHSWO	-	-	-	-	13,025
MH WORK ORDER - HSA Fostercare	-	HMHMCHFOSTWO	-	-	-	-	149,599
MH WORK ORDER - HSA SPMP Fostercare	-	HMHMCHSPMPWO	-	-	-	-	281,351
MH WORK ORDER - HSA GF Match	-	HMHMCHMTCHWO	-	-	-	-	64,026
MH WORK ORDER - SFCFC First Five	-	HMHMCHPTINWO	-	-	-	-	54,341
MH STATE - SAMHSA FMP Grant	93.958	HMM007-1402	-	-	-	-	62,655
TOTAL CBHS MENTAL HEALTH FUNDING SOURCES			-	-	285,158	-	1,768,330
CBHS SUBSTANCE ABUSE FUNDING SOURCES	CFDA	FAMIS					
SA FED - SAPT Primary Prevention Set-Aside	93.959	HMHSCCRES227	-	-	-	-	19,839
SA FED - SAPT HIV Set-Aside	93.959	HMHSCCRES227	-	-	-	-	77,260
SA STATE - Parolee Services Network BASN	-	HMHSCCRES227	84,482	-	-	-	84,482
SA STATE - PSR Drug Court	-	HMHSCCRES227	-	-	-	-	416,140
SA COUNTY - General Fund	-	HMHSCCRES227	280,643	535,004	-	-	1,497,026
SA GRANT - Fed SAMHSA MAI	93.243	HCSA10-1400	-	-	594,377	-	594,377
SA GRANT - Fed SAMHSA MAI	93.243	HCSA10-1401	-	-	102,658	-	102,658
SA GRANT - Fed SAMHSA MAI	93.243	HCSA10-1402	-	-	39,479	-	39,479
SA STATE - SACPA Project	-	HMHSPROP36	42,500	-	-	-	42,500
SA WORK ORDER - HSA Children's Program	-	HMHSDIFFERWO	-	-	-	-	51,389
TOTAL CBHS SUBSTANCE ABUSE FUNDING SOURCES			407,625	535,004	736,514	-	2,925,150
OTHER DPH FUNDING SOURCES	CFDA	FAMIS					
Community Health - CRN Work Order	-	HCHCCHCCRNWO	-	-	-	644,272	644,272
COPC - Central Admin General Fund	-	HCHAPADMINGF	-	-	-	375,000	375,000
COPC - Tom Waddell General Fund	-	HCHAPTWC-GF	-	-	-	17,500	17,500
COPC - Salesforce.com Grant	-	HCSAL-1400	-	-	-	99,568	99,568
TOTAL OTHER DPH FUNDING SOURCES			-	-	-	492,068	1,136,340
TOTAL DPH FUNDING SOURCES			407,625	535,004	736,514	492,068	5,829,820
NON-DPH FUNDING SOURCES							
TOTAL NON-DPH FUNDING SOURCES			-	-	-	-	-
TOTAL FUNDING SOURCES (DPH AND NON-DPH)			407,625	535,004	736,514	492,068	5,829,820

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

DMH Legal Entity Name (MH)/Contractor Name (SA): HealthRIGHT 360 (Fiscal Intermediary)						Contract Appendix #: B-1	
Provider/Program Name: CBHS CYF Care Management						Document Date: 9/29/14	
Provider Number: 00038						Fiscal Year: 13-14	
Program Name	CBHS CYF Care Management	CBHS CYF Care Management	CBHS CYF Care Management	CBHS CYF Care Management	CBHS CYF Care Management		
Program Code (formerly Reporting Unit)	38CX	38CX	38CX	38CX	38CX		
Mode/SFC (MH) or Modality (SA)	60/78	60/78	60/78	60/78	60/78		
Service Description	Other Non-MediCal Client Support Exp	Other Non-MediCal Client Support Exp	Other Non-MediCal Client Support Exp	Other Non-MediCal Client Support Exp	Other Non-MediCal Client Support Exp		TOTAL
FUNDING TERM	1/1/14-6/30/14	1/1/14-6/30/14	1/1/14-6/30/14	1/1/14-6/30/14	1/1/14-6/30/14		1/1/14-6/30/14
FUNDING USES							
Salaries & Employee Benefits	200,614	55,059	11,275	42,306	45,046		354,300
Operating Expenses	12,527	1,387	459	6,650	-		21,023
Capital Expenses (greater than \$5,000)	-	-	-	-	-		-
Subtotal Direct Expenses	213,141	56,446	11,734	48,956	45,046	-	375,323
Indirect Expenses	23,447	6,209	1,291	5,385	4,954		41,286
TOTAL FUNDING USES	236,588	62,655	13,025	54,341	50,000	-	416,609
CBHS MENTAL HEALTH FUNDING SOURCES	CFDA	FAMIS					
MH STATE - MHSA WDET Project	-	PMHS63-1408			50,000		50,000
MH COUNTY - General Fund CYF	-	HMMHCP751594	236,588				236,588
MH WORK ORDER - HSA Childcare	-	HMHMCHCDHSWO		13,025			13,025
MH WORK ORDER - SFCFC First Five	-	HMHMCHPTINWO			54,341		54,341
MH STATE - SAMHSA FMP Grant	93.958	HMM007-1402		62,655			62,655
							-
TOTAL CBHS MENTAL HEALTH FUNDING SOURCES			236,588	62,655	13,025	54,341	416,609
CBHS SUBSTANCE ABUSE FUNDING SOURCES							
							-
TOTAL CBHS SUBSTANCE ABUSE FUNDING SOURCES			-	-	-	-	-
OTHER DPH FUNDING SOURCES							
							-
TOTAL OTHER DPH FUNDING SOURCES			-	-	-	-	-
TOTAL DPH FUNDING SOURCES			236,588	62,655	13,025	54,341	416,609
NON-DPH FUNDING SOURCES							
							-
TOTAL NON-DPH FUNDING SOURCES			-	-	-	-	-
TOTAL FUNDING SOURCES (DPH AND NON-DPH)			236,588	62,655	13,025	54,341	416,609
CBHS UNITS OF SERVICE AND UNIT COST							
Number of Beds Purchased (if applicable)							
Substance Abuse Only - Non-Res 33 - ODF # of Group Sessions (classes)							
SA Only - Licensed Capacity for Medi-Cal Provider with Narcotic Tx Program							
Cost Reimbursement (CR) or Fee-For-Service (FFS)	CR	CR	CR	CR	CR		
Units of Service	4,812	1,426	322	920	920		
Unit Type	Staff Hour	Staff Hour	Staff Hour	Staff Hour	Staff Hour		
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES Only)	49.17	43.94	40.45	59.07	54.35		
Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES)	49.17	43.94	40.45	59.07	54.35		
Published Rate (Medi-Cal Providers Only)	-	-	-	-	-		Total UDC:
Unduplicated Clients (UDC)	0	0	0	0	0		0

DPH 3: Salaries & Benefits Detail

Contractor Name: HealthRIGHT 360 (Fiscal Intermediary)

Appendix #: B-1

Program Name: CBHS CYF Care Management

Document Date: 9/29/14

	TOTAL		General Fund HMMHCP751594		SAMHSA FMP Grant HMM007-1402		HSA Childcare Work Order HMMHCHCDHSWO		SFCJC First Five Work Order HMMHCHPTINWO		MHSA WDET Project PMHS63-1408	
	Term: 1/1/14-6/30/14		Term: 1/1/14-6/30/14		Term: 1/1/14-6/30/14		Term: 1/1/14-6/30/14		Term: 1/1/14-6/30/14		Term: 1/1/14-6/30/14	
Position Title	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries
Administrative Analyst	1.00	28,228	0.65	19,433			0.35	8,795				
Administrative Assistant	1.00	18,255	1.00	18,255								
Clerk Typist/ Receptionist	1.00	18,820	1.00	18,820								
Inpatient Discharge Coordinator	1.00	32,470	1.00	32,470								
Mental Health Case Manager (TBS)	0.75	31,542	0.75	31,542								
Secretary	1.00	37,865	0.45	17,725	0.55	20,140						
Senior Administrative Assistant	1.00	22,808			1.00	22,808						
Trainer (Title IV E)	0.38	18,240	0.38	18,240								
Parent Training Institute Coordinator	1.00	33,000							1.00	33,000		
Trauma Informed System Project Coordinator	1.00	35,137									1.00	35,137
	-	-										
	-	-										
	-	-										
	-	-										
	-	-										
	-	-										
	-	-										
	-	-										
Totals:	9.13	276,365	5.23	156,485	1.55	42,948	0.35	8,795	1.00	33,000	1.00	35,137

Employee Fringe Benefits:	28.20%	77,935	28.20%	44,129	28.20%	12,111	28.20%	2,480	28.20%	9,306	28.20%	9,909
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TOTAL SALARIES & BENEFITS

354,300

200,614

55,059

11,275

42,306

45,046

DPH 4: Operating Expenses Detail

Contractor Name: HealthRIGHT 360 (Fiscal Intermediary)

Appendix #: B-1

Program Name: CBHS CYF Care Management

Document Date: 9/29/14

Expenditure Category	TOTAL	General Fund HMMHCP751594	SAMHSA FMP Grant HMM007-1402	HSA Childcare Work Order HMMHCHCDHSWO	SFCJC First Five Work Order HMMHCHPTINWO	MHSA WDET Project PMHS63-1408
	Term: 1/1/14-6/30/14	Term: 1/1/14-6/30/14	Term: 1/1/14-6/30/14	Term: 1/1/14-6/30/14	Term: 1/1/14-6/30/14	Term: 1/1/14-6/30/14
Occupancy:	-					
Rent	-					
Utilities (Telephone, Electricity, Water, Gas)	2,270	2,270				
Building Repair/Maintenance	-					
Materials & Supplies:	-					
Office Supplies	900				900	
Photocopying	-					
Printing	-					
Program Supplies	11,916	8,920	387	459	2,150	
Computer Hardware/Software	-					
General Operating:	-					
Training/Staff Development	2,800		1,000		1,800	
Insurance	-					
Professional License	-					
Permits	-					
Equipment Lease & Maintenance	-					
Staff Travel:	-					
Local Travel	3,137	1,337			1,800	
Out-of-Town Travel	-					
Field Expenses	-					
Consultant/Subcontractor:	-					
	-					
Other:	-					
	-					

TOTAL OPERATING EXPENSE

21,023

12,527

1,387

459

6,650

-

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

DMH Legal Entity Name (MH)/Contractor Name (SA): HealthRIGHT 360 (Fiscal Intermediary)						Contract Appendix #: B-2	
Provider/Program Name: CBHS CYF Family Mosaic Project						Document Date: 9/29/14	
Provider Number: 00038						Fiscal Year: 13-14	
Program Name	CBHS CYF Family Mosaic Project	CBHS CYF Family Mosaic Project					
Program Code (formerly Reporting Unit)	8957	8957					
Mode/SFC (MH) or Modality (SA)	60/78	60/78					
Service Description	Other Non-MediCal Client Support Exp	Other Non-MediCal Client Support Exp					TOTAL
FUNDING TERM	1/1/14-6/30/14	1/1/14-6/30/14					1/1/14-6/30/14
FUNDING USES							
Salaries & Employee Benefits	36,293	40,766					77,059
Operating Expenses	1,794	3,625					5,419
Capital Expenses (greater than \$5,000)	-	-					-
Subtotal Direct Expenses	38,087	44,391	-	-	-	-	82,478
Indirect Expenses	4,189	4,883					9,072
TOTAL FUNDING USES	42,276	49,274	-	-	-	-	91,550
CBHS MENTAL HEALTH FUNDING SOURCES	CFDA	FAMIS					
MH STATE - Family Mosaic Capitated	-	HMHMCP8828CH		49,274			49,274
MH COUNTY - General Fund CYF	-	HMMHCP751594	42,276				42,276
							-
TOTAL CBHS MENTAL HEALTH FUNDING SOURCES			42,276	49,274	-	-	91,550
CBHS SUBSTANCE ABUSE FUNDING SOURCES							
							-
TOTAL CBHS SUBSTANCE ABUSE FUNDING SOURCES			-	-	-	-	-
OTHER DPH FUNDING SOURCES							
							-
TOTAL OTHER DPH FUNDING SOURCES			-	-	-	-	-
TOTAL DPH FUNDING SOURCES			42,276	49,274	-	-	91,550
NON-DPH FUNDING SOURCES							
							-
TOTAL NON-DPH FUNDING SOURCES			-	-	-	-	-
TOTAL FUNDING SOURCES (DPH AND NON-DPH)			42,276	49,274	-	-	91,550
CBHS UNITS OF SERVICE AND UNIT COST							
Number of Beds Purchased (if applicable)							
Substance Abuse Only - Non-Res 33 - ODF # of Group Sessions (classes)							
SA Only - Licensed Capacity for Medi-Cal Provider with Narcotic Tx Program							
Cost Reimbursement (CR) or Fee-For-Service (FFS)	CR	CR					
Units of Service	644	920					
Unit Type	Staff Hour	Staff Hour					
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES Only)	65.65	53.56					
Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES)	65.65	53.56					
Published Rate (Medi-Cal Providers Only)	-	-					Total UDC:
Unduplicated Clients (UDC)	0	0					0

DPH 3: Salaries & Benefits Detail

Contractor Name: HealthRIGHT 360 (Fiscal Intermediary)

Appendix #: B-2

Program Name: CBHS CYF Family Mosaic Project

Document Date: 9/29/14

	TOTAL		General Fund HMMHCP751594		Capitated Medi-Cal HMMHCP8828CH							
	Term: 1/1/14-6/30/14		Term: 1/1/14-6/30/14		Term: 1/1/14-6/30/14		Term:		Term:		Term:	
Position Title	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries
Business Office Administrator	1.00	31,799			1.00	31,799						
Family Advocates	0.50	23,786	0.50	23,786								
Contract/Provider Relations	0.20	4,524	0.20	4,524								
	-	-										
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	-	-										
	-	-										
Totals:	1.70	60,109	0.70	28,310	1.00	31,799	-	-	-	-	-	-

Employee Fringe Benefits:	28.2%	16,950	28.2%	7,983	28.2%	8,967						
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TOTAL SALARIES & BENEFITS

77,059

36,293

40,766

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DPH 4: Operating Expenses Detail

Contractor Name: HealthRIGHT 360 (Fiscal Intermediary)

Appendix #: B-2

Program Name: CBHS CYF Family Mosaic Project

Document Date: 9/29/14

Expenditure Category	TOTAL	General Fund HMMHCP751594	Capitated Medi-Cal HMMHCP8828CH			
	Term: 1/1/14-6/30/14	Term: 1/1/14-6/30/14	Term: 1/1/14-6/30/14	Term:	Term:	Term:
Occupancy:	-					
Rent	-					
Utilities (Telephone, Electricity, Water, Gas)	-					
Building Repair/Maintenance	-					
Materials & Supplies:	-					
Office Supplies	-					
Photocopying	-					
Printing	-					
Program Supplies	3,019	594	2,425			
Computer Hardware/Software	-					
General Operating:	-					
Training/Staff Development	1,200	600	600			
Insurance	-					
Professional License	-					
Permits	-					
Equipment Lease & Maintenance	-					
Staff Travel:	-					
Local Travel	1,200	600	600			
Out-of-Town Travel	-					
Field Expenses	-					
Consultant/Subcontractor:	-					
	-					
Other:	-					
	-					

TOTAL OPERATING EXPENSE

5,419

1,794

3,625

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

DMH Legal Entity Name (MH)/Contractor Name (SA): HealthRIGHT 360 (Fiscal Intermediary)						Contract Appendix #: B-3	
Provider/Program Name: CBHS CYF Fostercare Migration						Document Date: 9/29/14	
Provider Number: 00038						Fiscal Year: 13-14	
Program Name	CBHS CYF Fostercare Migration						
Program Code (formerly Reporting Unit)	8997						
Mode/SFC (MH) or Modality (SA)	60/78						
Service Description	Other Non-MediCal Client Support Exp						TOTAL
FUNDING TERM	1/1/14-6/30/14						1/1/14-6/30/14
FUNDING USES							
Salaries & Employee Benefits	129,219						129,219
Operating Expenses	7,226						7,226
Capital Expenses (greater than \$5,000)	-						-
Subtotal Direct Expenses	136,445	-	-	-	-	-	136,445
Indirect Expenses	15,010						15,010
TOTAL FUNDING USES	151,455	-	-	-	-	-	151,455
CBHS MENTAL HEALTH FUNDING SOURCES	CFDA	FAMIS					
MH COUNTY - General Fund CYF WO CODB	-	HMMHCP751594	1,856				1,856
MH WORK ORDER - HSA Fostercare	-	HMMMCHFOSTWO	149,599				149,599
TOTAL CBHS MENTAL HEALTH FUNDING SOURCES			151,455	-	-	-	151,455
CBHS SUBSTANCE ABUSE FUNDING SOURCES							
TOTAL CBHS SUBSTANCE ABUSE FUNDING SOURCES			-	-	-	-	-
OTHER DPH FUNDING SOURCES							
TOTAL OTHER DPH FUNDING SOURCES			-	-	-	-	-
TOTAL DPH FUNDING SOURCES			151,455	-	-	-	151,455
NON-DPH FUNDING SOURCES							
TOTAL NON-DPH FUNDING SOURCES			-	-	-	-	-
TOTAL FUNDING SOURCES (DPH AND NON-DPH)			151,455	-	-	-	151,455
CBHS UNITS OF SERVICE AND UNIT COST							
Number of Beds Purchased (if applicable)							
Substance Abuse Only - Non-Res 33 - ODF # of Group Sessions (classes)							
SA Only - Licensed Capacity for Medi-Cal Provider with Narcotic Tx Program							
Cost Reimbursement (CR) or Fee-For-Service (FFS)	CR						
Units of Service	3,680						
Unit Type	Staff Hour						
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES Only)	41.16						
Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES)	41.16						
Published Rate (Medi-Cal Providers Only)	-						Total UDC:
Unduplicated Clients (UDC)	0						0

DPH 3: Salaries & Benefits Detail

Contractor Name: HealthRIGHT 360 (Fiscal Intermediary)

Appendix #: B-3

Program Name: CBHS CYF Fostercare Migration

Document Date: 9/29/14

	TOTAL		HSA Fostercare WO HMMHCHFOSTWO & GF WO CODB HMMHCP751594									
	Term: 1/1/14-6/30/14		Term: 1/1/14-6/30/14		Term:		Term:		Term:		Term:	
Position Title	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries
Administrative Assistant	1.00	28,314	1.00	28,314								
Clinical Case Manager	1.00	34,018	1.00	34,018								
Receptionist	1.00	18,554	1.00	18,554								
Receptionist	1.00	19,909	1.00	19,909								
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	-	-										
	-	-										
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	-	-										
	-	-										
Totals:	4.00	100,795	4.00	100,795	-	-	-	-	-	-	-	-

Employee Fringe Benefits:	28.2%	28,424	28.2%	28,424								
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TOTAL SALARIES & BENEFITS

129,219

129,219

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DPH 4: Operating Expenses Detail

Contractor Name: HealthRIGHT 360 (Fiscal Intermediary)

Appendix #: B-3

Program Name: CBHS CYF Fostercare Migration

Document Date: 9/29/14

Expenditure Category	TOTAL	HSA Fostercare WO HMMCHFOSTWO & GF WO CODB HMMHCP751594				
	Term: 1/1/14-6/30/14	Term: 1/1/14-6/30/14	Term:	Term:	Term:	Term:
Occupancy:	-					
Rent	-					
Utilities (Telephone, Electricity, Water, Gas)	-					
Building Repair/Maintenance	-					
Materials & Supplies:	-					
Office Supplies	1,200	1,200				
Photocopying	-					
Printing	-					
Program Supplies	4,826	4,826				
Computer Hardware/Software	-					
General Operating:	-					
Training/Staff Development	600	600				
Insurance	-					
Professional License	-					
Permits	-					
Equipment Lease & Maintenance	-					
Staff Travel:	-					
Local Travel	600	600				
Out-of-Town Travel	-					
Field Expenses	-					
Consultant/Subcontractor:	-					
	-					
Other:	-					
	-					

TOTAL OPERATING EXPENSE

7,226

7,226

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

DMH Legal Entity Name (MH)/Contractor Name (SA): HealthRIGHT 360 (Fiscal Intermediary)					Contract Appendix #: B-4		
Provider/Program Name: CBHS CYF SPMP Fostercare					Document Date: 9/29/14		
Provider Number: 00038					Fiscal Year: 13-14		
Program Name	CBHS CYF SPMP Fostercare	CBHS CYF SPMP Fostercare					
Program Code (formerly Reporting Unit)	8997	8997					
Mode/SFC (MH) or Modality (SA)	60/78	60/78					
Service Description	Other Non-MediCal Client Support Exp	Other Non-MediCal Client Support Exp					TOTAL
FUNDING TERM	1/1/14-6/30/14	1/1/14-6/30/14					1/1/14-6/30/14
FUNDING USES							
Salaries & Employee Benefits	251,546	57,681					309,227
Operating Expenses	5,412	-					5,412
Capital Expenses (greater than \$5,000)	-	-					-
Subtotal Direct Expenses	256,958	57,681	-	-	-	-	314,639
Indirect Expenses	28,265	6,345					34,610
TOTAL FUNDING USES	285,223	64,026	-	-	-	-	349,249
CBHS MENTAL HEALTH FUNDING SOURCES	CFDA	FAMIS					
MH COUNTY - General Fund CYF WO CODB	-	HMMHCP751594	3,872				3,872
MH WORK ORDER - HSA SPMP Fostercare	-	HMMHCHSPMPWO	281,351				281,351
MH WORK ORDER - HSA GF Match	-	HMMHCHMTCHWO		64,026			64,026
TOTAL CBHS MENTAL HEALTH FUNDING SOURCES			285,223	64,026	-	-	349,249
CBHS SUBSTANCE ABUSE FUNDING SOURCES							
TOTAL CBHS SUBSTANCE ABUSE FUNDING SOURCES			-	-	-	-	-
OTHER DPH FUNDING SOURCES							
TOTAL OTHER DPH FUNDING SOURCES			-	-	-	-	-
TOTAL DPH FUNDING SOURCES			285,223	64,026	-	-	349,249
NON-DPH FUNDING SOURCES							
TOTAL NON-DPH FUNDING SOURCES			-	-	-	-	-
TOTAL FUNDING SOURCES (DPH AND NON-DPH)			285,223	64,026	-	-	349,249
CBHS UNITS OF SERVICE AND UNIT COST							
Number of Beds Purchased (if applicable)							
Substance Abuse Only - Non-Res 33 - ODF # of Group Sessions (classes)							
SA Only - Licensed Capacity for Medi-Cal Provider with Narcotic Tx Program							
Cost Reimbursement (CR) or Fee-For-Service (FFS)	CR	CR					
Units of Service	5,520	920					
Unit Type	Staff Hour	Staff Hour					
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES Only)	51.67	69.59					
Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES)	51.67	69.59					
Published Rate (Medi-Cal Providers Only)	-	-					Total UDC:
Unduplicated Clients (UDC)	0	0					0

DPH 3: Salaries & Benefits Detail

Contractor Name: HealthRIGHT 360 (Fiscal Intermediary)

Appendix #: B-4

Program Name: CBHS CYF SPMP Fostercare

Document Date: 9/29/14

	TOTAL		HSA SPMP Fostercare WO HMMCHSPMPWO & GF WO CODB HMMHCP751594		HSA Children's Match Work Order HMMCHMTCHWO							
	Term: 1/1/14-6/30/14		Term: 1/1/14-6/30/14		Term: 1/1/14-6/30/14		Term:		Term:		Term:	
Position Title	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries
Case Manager	1.00	31,876	1.00	31,876								
Case Manager	1.00	31,876	1.00	31,876								
Clinician	1.00	31,876	1.00	31,876								
Clinician	1.00	29,288	1.00	29,288								
Clinician (CANS)	1.00	33,905	1.00	33,905								
Early Childhood Senior Community Coordinator	1.00	44,993			1.00	44,993						
Psychologist	1.00	37,393	1.00	37,393								
	-	-										
	-	-										
	-	-										
	-	-										
	-	-										
	-	-										
	-	-										
	-	-										
	-	-										
	-	-										
	-	-										
Totals:	7.00	241,207	6.00	196,214	1.00	44,993	-	-	-	-	-	-

Employee Fringe Benefits:	28.2%	68,020	28.2%	55,332	28.2%	12,688						
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TOTAL SALARIES & BENEFITS

309,227

251,546

57,681

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DPH 4: Operating Expenses Detail

Contractor Name: HealthRIGHT 360 (Fiscal Intermediary)

Appendix #: B-4

Program Name: CBHS CYF SPMP Fostercare

Document Date: 9/29/14

Expenditure Category	TOTAL	HSA SPMP Fostercare WO HMMCHSPMPWO & GF WO CODB HMMHCP751594	HSA Children's Match Work Order HMMCHMTCHWO			
	Term: 1/1/14-6/30/14	Term: 1/1/14-6/30/14	Term: 1/1/14-6/30/14	Term:	Term:	Term:
Occupancy:	-					
Rent	-					
Utilities (Telephone, Electricity, Water, Gas)	-					
Building Repair/Maintenance	-					
Materials & Supplies:	-					
Office Supplies	1,200	1,200				
Photocopying	-					
Printing	-					
Program Supplies	1,812	1,812				
Computer Hardware/Software	-					
General Operating:	-					
Training/Staff Development	1,200	1,200				
Insurance	-					
Professional License	-					
Permits	-					
Equipment Lease & Maintenance	-					
Staff Travel:	-					
Local Travel	1,200	1,200				
Out-of-Town Travel	-					
Field Expenses	-					
Consultant/Subcontractor:	-					
	-					
Other:	-					
	-					

TOTAL OPERATING EXPENSE

5,412

5,412

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Contract Appendix #: B-5

Document Date: 9/29/14

Fiscal Year: 13-14

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DPH 3: Salaries & Benefits Detail

Contractor Name: HealthRIGHT 360 (Fiscal Intermediary)

Program Name: CBHS MH FI Services

Document Date: 9/29/14Appendix #: B-5

	TOTAL		MH Administration General Fund HMHMCC730515		Sunnydale Community Facility General Fund HMHMCC730515		Medi-Cal Billing Clerks General Fund HMHMCC730515		DPH HSA Health Worker Pilot Project General Fund HMHMCC730515		MH Administration MHSA CSS PMHS63-1407		Information Technology MHSA CSS PMHS63-1407		SF Community Response Network MHSA WDET PMHS63-1408		SF Kids DCYF Work Order HMHMCHPRPJWO	
	Term:	1/1/14-6/30/14	Term:	1/1/14-6/30/14	Term:	1/1/14-6/30/14	Term:	1/1/14-6/30/14	Term:	1/1/14-6/30/14	Term:	1/1/14-6/30/14	Term:	1/1/14-6/30/14	Term:	1/1/14-6/30/14	Term:	1/1/14-6/30/14
Position Title	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries
Health Information Technician	1.00	35,918	1.00	35,918														
Community Facility Manager	1.00	38,207			1.00	38,207												
Consumer Employment Manager	1.00	43,157									1.00	43,157						
Programmer Analyst	1.00	10,541											1.00	10,541				
Medi-Cal Billing Clerks	6.00	116,525					6.00	116,525										
Public Service Aide/Program Coordinator	0.80	14,149							0.80	14,149								
	-	-																
	-	-																
	-	-																
	-	-																
	-	-																
	-	-																
	-	-																
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Totals:	10.80	258,497	1.00	35,918	1.00	38,207	6.00	116,525	0.80	14,149	1.00	43,157	1.00	10,541	-	-	-	-

Employee Fringe Benefits:	28.2%	72,896	28.2%	10,129	28.2%	10,774	28.2%	32,860	28.2%	3,990	28.2%	12,170	28.2%	2,973					-
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TOTAL SALARIES & BENEFITS

331,393

46,047

48,981

149,385

18,139

55,327

13,514

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DPH 4: Operating Expenses Detail

Contractor Name: HealthRIGHT 360 (Fiscal Intermediary)
 Program Name: CBHS MH FI Services
 Document Date: 9/29/14

Appendix #: B-5

Expenditure Category	TOTAL	MH Administration General Fund HMHMCC730515	Sunnydale Community Facility General Fund HMHMCC730515	Medi-Cal Billing Clerks General Fund HMHMCC730515	DPH HSA Health Worker Pilot Project General Fund HMHMCC730515	MH Administration MHSA CSS PMHS63-1407	Information Technology MHSA CSS PMHS63-1407	SF Community Response Network MHSA WDET PMHS63-1408	SF Kids DCYF Work Order HMHMCHPRPJWO
	Term: 1/1/14-6/30/14	Term: 1/1/14-6/30/14	Term: 1/1/14-6/30/14	Term: 1/1/14-6/30/14	Term: 1/1/14-6/30/14	Term: 1/1/14-6/30/14	Term: 1/1/14-6/30/14	Term: 1/1/14-6/30/14	Term: 1/1/14-6/30/14
Occupancy:	-								
Rent	-								
Utilities (Telephone, Electricity, Water, Gas)	-								
Building Repair/Maintenance	-								
Materials & Supplies:	-								
Office Supplies	-								
Photocopying	-								
Printing	-								
Program Supplies	600		600						
Computer Hardware/Software	-								
General Operating:	-								
Training/Staff Development	600		600						
Insurance	-								
Professional License	-								
Permits	-								
Equipment Lease & Maintenance	-								
Staff Travel:	-								
Local Travel	600		600						
Out-of-Town Travel	-								
Travel Expenses	-								
Consultant/Subcontractor:	-								
Sal Nunez, Curriculum Developer	11,261							11,261	
Appallicious LLC, Website Development	42,000								42,000
Other:	-								
CBHS MH Expenses	41,720	41,720							
TOTAL OPERATING EXPENSE	96,781	41,720	1,800	-	-	-	-	11,261	42,000

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

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DPH 3: Salaries & Benefits Detail

Contractor Name: HealthRIGHT 360 (Fiscal Intermediary)

Appendix #: B-6

Program Name: CBHS SA FI Services

Document Date: 9/29/14

	TOTAL		Methadone Van Parking General Fund HMHSCCRES227		OBOT Services General Fund HMHSCCRES227		Quality Management - Consumer Specialist General Fund HMHSCCRES227		Quality Management - Data Manager General Fund HMHSCCRES227		Training General Fund HMHSCCRES227		Training SAPT Primary Prevention Set-Aside HMHSCCRES227		HIV Set-Aside Coordinator SAPT HIV Set-Aside HMHSCCRES227		Children's Program HSA Work Order HMHSDIFFERWO	
	Term: 1/1/14-6/30/14		Term: 1/1/14-6/30/14		Term: 1/1/14-6/30/14		Term: 1/1/14-6/30/14		Term: 1/1/14-6/30/14		Term: 1/1/14-6/30/14		Term: 1/1/14-6/30/14		Term: 1/1/14-6/30/14		Term: 1/1/14-6/30/14	
Position Title	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries
Data Manager	1.00	39,966							1.00	39,966								
HIV Set-Aside Coordinator	1.00	48,209													1.00	48,209		
Consumer Specialist	1.00	41,003					1.00	41,003										
Domestic Violence Specialist	1.00	24,880															1.00	24,880
	-	-																
	-	-																
	-	-																
	-	-																
	-	-																
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	-	-																
	-	-																
Totals:	4.00	154,058	-	-	-	-	1.00	41,003	1.00	39,966	-	-	-	-	1.00	48,209	1.00	24,880

Employee Fringe Benefits:	28.2%	43,444		-		-	28.2%	11,563	28.2%	11,270		-		-	28.2%	13,595	28.2%	7,016
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TOTAL SALARIES & BENEFITS		197,502		-		-		52,566		51,236		-		-		61,804		31,896
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DPH 4: Operating Expenses Detail

Contractor Name: HealthRIGHT 360 (Fiscal Intermediary)

Appendix #: B-6

Program Name: CBHS SA FI Services

Document Date: 9/29/14

Expenditure Category	TOTAL	Methadone Van Parking General Fund HMHSCCRES227	OBOT Services General Fund HMHSCCRES227	Quality Management - Consumer Specialist General Fund HMHSCCRES227	Quality Management - Data Manager General Fund HMHSCCRES227	Training General Fund HMHSCCRES227	Training SAPT Primary Prevention Set-Aside HMHSCCRES227	HIV Set-Aside Coordinator SAPT HIV Set-Aside HMHSCCRES227	Children's Program HSA Work Order HMHSDIFFERWO
	Term: 1/1/14-6/30/14	Term: 1/1/14-6/30/14	Term: 1/1/14-6/30/14	Term: 1/1/14-6/30/14	Term: 1/1/14-6/30/14	Term: 1/1/14-6/30/14	Term: 1/1/14-6/30/14	Term: 1/1/14-6/30/14	Term: 1/1/14-6/30/14
Occupancy:	-								
Rent	-								
Utilities (Telephone, Electricity, Water, Gas)	-								
Building Repair/Maintenance	-								
Materials & Supplies:	-								
Office Supplies	9,000			9,000					
Photocopying	-								
Printing	-								
Program Supplies	15,000			9,000	3,000			3,000	
Computer Hardware/Software	-								
General Operating:	-								
Training/Staff Development	129,840			6,000		104,767	17,873	1,200	
Insurance	-								
Professional License	-								
Permits	-								
Equipment Lease & Maintenance	-								
Staff Travel:	-								
Local Travel	3,000			1,800				600	600
Out-of-Town Travel	-								
Travel Expenses	-								
Consultant/Subcontractor:	-								
Harm Reduction Therapy Center	16,192		16,192						
Elba Rosales, Domestic Violence Specialist									7,800
Other:	-								
Vehicle Expense	26,828	26,828							
Client Expense	21,000			12,000				3,000	6,000
TOTAL OPERATING EXPENSE	228,660	26,828	16,192	37,800	3,000	104,767	17,873	7,800	14,400

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

DMH Legal Entity Name (MH)/Contractor Name (SA): HealthRIGHT 360 (Fiscal Intermediary)				Contract Appendix #: B-7			
Provider/Program Name: CBHS Drug Court Treatment Center				Document Date: 9/29/14			
Provider Number: 383804				Fiscal Year: 13-14			
Program Name	Drug Court Treatment Center						
Program Code (formerly Reporting Unit)	38041						
Mode/SFC (MH) or Modality (SA)	Anc-87						
Service Description	Drug Court-Other Tx Related Svcs						TOTAL
FUNDING TERM	1/1/14-6/30/14						1/1/14-6/30/14
FUNDING USES							
Salaries & Employee Benefits	395,368						395,368
Operating Expenses	301,000						301,000
Capital Expenses (greater than \$5,000)	-						-
Subtotal Direct Expenses	696,368						696,368
Indirect Expenses	76,600						76,600
TOTAL FUNDING USES	772,968	-	-	-	-	-	772,968
CBHS MENTAL HEALTH FUNDING SOURCES							
TOTAL CBHS MENTAL HEALTH FUNDING SOURCES		-	-	-	-	-	-
CBHS SUBSTANCE ABUSE FUNDING SOURCES	CFDA	FAMIS					
SA STATE - PSR Drug Court	-	HMHSCCRES227	416,140				416,140
SA COUNTY - General Fund	-	HMHSCCRES227	356,828				356,828
TOTAL CBHS SUBSTANCE ABUSE FUNDING SOURCES			772,968	-	-	-	772,968
OTHER DPH FUNDING SOURCES							
TOTAL OTHER DPH FUNDING SOURCES			-	-	-	-	-
TOTAL DPH FUNDING SOURCES			772,968	-	-	-	772,968
NON-DPH FUNDING SOURCES							
TOTAL NON-DPH FUNDING SOURCES			-	-	-	-	-
TOTAL FUNDING SOURCES (DPH AND NON-DPH)			772,968	-	-	-	772,968
CBHS UNITS OF SERVICE AND UNIT COST							
Number of Beds Purchased (if applicable)							
Substance Abuse Only - Non-Res 33 - ODF # of Group Sessions (classes)							
SA Only - Licensed Capacity for Medi-Cal Provider with Narcotic Tx Program							
Cost Reimbursement (CR) or Fee-For-Service (FFS)	CR						
Units of Service	9,512						
Unit Type	Staff Hour						
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES Only)	81.26						
Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES)	81.26						
Published Rate (Medi-Cal Providers Only)	-						Total UDC:
Unduplicated Clients (UDC)	180						180

DPH 3: Salaries & Benefits Detail

Contractor Name: HealthRIGHT 360 (Fiscal Intermediary)

Appendix #: B-7

Program Name: CBHS Drug Court Treatment Center

Document Date: 9/29/14

	TOTAL		PSR Drug Court & General Fund HMHSCCRES227									
	Term: 1/1/14-6/30/14		Term: 1/1/14-6/30/14		Term:		Term:		Term:		Term:	
Position Title	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries
Program Coordinator	1.00	38,058	1.00	38,058								
Asst Program Coordinator	1.00	28,963	1.00	28,963								
Counselor/Case Manager	6.00	177,368	6.00	177,368								
Senior Administrative Assistant	1.00	24,621	1.00	24,621								
Administrative Assistant	1.00	23,791	1.00	23,791								
Senior Implementation Engineer	0.34	15,598	0.34	15,598								
	-	-										
	-	-										
	-	-										
	-	-										
	-	-										
	-	-										
	-	-										
	-	-										
	-	-										
	-	-										
	-	-										
	-	-										
	-	-										
Totals:	10.34	308,399	10.34	308,399	-	-	-	-	-	-	-	-

Employee Fringe Benefits:	28.2%	86,969	28.2%	86,969								
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TOTAL SALARIES & BENEFITS

395,368

395,368

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DPH 4: Operating Expenses Detail

Contractor Name: HealthRIGHT 360 (Fiscal Intermediary)

Appendix #: B-7

Program Name: CBHS Drug Court Treatment Center

Document Date: 9/29/14

Expenditure Category	TOTAL	PSR Drug Court & General Fund HMHSCCRES227				
	Term: 1/1/14-6/30/14	Term: 1/1/14-6/30/14	Term:	Term:	Term:	Term:
Occupancy:						
Rent	45,000	45,000				
Utilities (Telephone, Electricity, Water, Gas)	21,000	21,000				
Building Repair/Maintenance	21,000	21,000				
Materials & Supplies:	-					
Office Supplies	12,000	12,000				
Photocopying	-					
Printing	-					
Program Supplies	12,000	12,000				
Computer Hardware/Software	-					
General Operating:	-					
Training/Staff Development	6,000	6,000				
Insurance	3,000	3,000				
Professional License	-					
Permits	-					
Equipment Lease & Maintenance	18,000	18,000				
Staff Travel:	-					
Local Travel	3,000	3,000				
Out-of-Town Travel	3,000	3,000				
Field Expenses	-					
Consultant/Subcontractor:	-					
CJC Subcontractor: SF Study Center	6,000	6,000				
DDC Consultant: Dora Miranda	9,000	9,000				
DDC Subcontractor: Hamilton Family Center	32,000	32,000				
DDC Subcontractor: Harbor House	10,500	10,500				
DDC Subcontractor: Homeless Prenatal	40,000	40,000				
DDC Subcontractor: Jelani House	9,500	9,500				
OBOT Subcontractor: Harm Reduction Therapy Center	600	600				
Other:	-					
Client Drug Testing	24,000	24,000				
Client Expenses	20,000	20,000				
Vehicle Expenses	5,400	5,400				

TOTAL OPERATING EXPENSE

301,000

301,000

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

DMH Legal Entity Name (MH)/Contractor Name (SA): HealthRIGHT 360 (Fiscal Intermediary)				Contract Appendix #: B-8			
Provider/Program Name: CBHS Behavioral Health Access Center				Document Date: 9/29/14			
Provider Number: 383800				Fiscal Year: 13-14			
Program Name	BHAC	BHAC BASN	BHAC SACPA				
Program Code (formerly Reporting Unit)	99089	99089	99089				
Mode/SFC (MH) or Modality (SA)	SecPrev-21	SecPrev-21	SecPrev-21				
Service Description	SA-Sec Prev Referrals/Screening/Intake	SA-Sec Prev Referrals/Screening/Intake	SA-Sec Prev Referrals/Screening/Intake				TOTAL
FUNDING TERM	1/1/14-6/30/14	1/1/14-6/30/14	1/1/14-6/30/14				1/1/14-6/30/14
FUNDING USES							
Salaries & Employee Benefits	228,831	76,110	38,288				343,229
Operating Expenses	24,000	-	-				24,000
Capital Expenses (greater than \$5,000)	-	-	-				-
Subtotal Direct Expenses	252,831	76,110	38,288	-	-	-	367,229
Indirect Expenses	27,812	8,372	4,212				40,396
TOTAL FUNDING USES	280,643	84,482	42,500	-	-	-	407,625
CBHS MENTAL HEALTH FUNDING SOURCES							
							-
TOTAL CBHS MENTAL HEALTH FUNDING SOURCES		-	-	-	-	-	-
CBHS SUBSTANCE ABUSE FUNDING SOURCES	CFDA	FAMIS					
SA STATE - Parolee Services Network BASN	-	HMHS CCRES227	84,482				84,482
SA COUNTY - General Fund	-	HMHS CCRES227	280,643				280,643
SA STATE - SACPA Project	-	HMHS PROP36		42,500			42,500
							-
TOTAL CBHS SUBSTANCE ABUSE FUNDING SOURCES			280,643	84,482	42,500	-	407,625
OTHER DPH FUNDING SOURCES							
							-
TOTAL OTHER DPH FUNDING SOURCES			-	-	-	-	-
TOTAL DPH FUNDING SOURCES			280,643	84,482	42,500	-	407,625
NON-DPH FUNDING SOURCES							
							-
TOTAL NON-DPH FUNDING SOURCES			-	-	-	-	-
TOTAL FUNDING SOURCES (DPH AND NON-DPH)			280,643	84,482	42,500	-	407,625
CBHS UNITS OF SERVICE AND UNIT COST							
Number of Beds Purchased (if applicable)							
Substance Abuse Only - Non-Res 33 - ODF # of Group Sessions (classes)							
SA Only - Licensed Capacity for Medi-Cal Provider with Narcotic Tx Program							
Cost Reimbursement (CR) or Fee-For-Service (FFS)	CR	CR	CR				
Units of Service	6,679	2,668	1,380				
Unit Type	Staff Hour	Staff Hour	Staff Hour				
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES Only)	42.02	31.66	30.80				
Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES)	42.02	31.66	30.80				
Published Rate (Medi-Cal Providers Only)	-	-	-				Total UDC:
Unduplicated Clients (UDC)	540	465	540				1,005

DPH 3: Salaries & Benefits Detail

Contractor Name: HealthRIGHT 360 (Fiscal Intermediary)

Appendix #: B-8

Program Name: CBHS Behavioral Health Access Center

Document Date: 9/29/14

	TOTAL		BHAC General Fund HMHSCCRES227		BHAC BASN HMHSCCRES227		BHAC SACPA HMHSPROP36					
	Term: 1/1/14-6/30/14		Term: 1/1/14-6/30/14		Term: 1/1/14-6/30/14		Term: 1/1/14-6/30/14		Term:		Term:	
Position Title	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries
Assistant Program Coordinator	1.00	28,446	1.00	28,446								
Counselor/Case Manager	8.00	162,258	3.60	73,024	2.90	59,368	1.50	29,866				
Administrative Assistant	2.00	46,747	2.00	46,747								
Senior Implementation Engineer	0.66	30,278	0.66	30,278								
	-	-										
	-	-										
	-	-										
	-	-										
	-	-										
	-	-										
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	-	-										
	-	-										
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	-	-										
	-	-										
	-	-										
	-	-										
Totals:	11.66	267,729	7.26	178,495	2.90	59,368	1.50	29,866	-	-	-	-

Employee Fringe Benefits:	28.2%	75,500	28.2%	50,336	28.2%	16,742	28.2%	8,422				
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TOTAL SALARIES & BENEFITS

343,229

228,831

76,110

38,288

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DPH 4: Operating Expenses Detail

Contractor Name: HealthRIGHT 360 (Fiscal Intermediary)

Appendix #: B-8

Program Name: CBHS Behavioral Health Access Center

Document Date: 9/29/14

Expenditure Category	TOTAL	BHAC General Fund HMHSCCRES227	BHAC BASN HMHSCCRES227	BHAC SACPA HMHSPROP36		
	Term: 1/1/14-6/30/14	Term: 1/1/14-6/30/14	Term: 1/1/14-6/30/14	Term: 1/1/14-6/30/14	Term:	Term:
Occupancy:	-					
Rent	-					
Utilities (Telephone, Electricity, Water, Gas)	-					
Building Repair/Maintenance	-					
Materials & Supplies:	-					
Office Supplies	4,500	4,500				
Photocopying	-					
Printing	-					
Program Supplies	4,500	4,500				
Computer Hardware/Software	-					
General Operating:	-					
Training/Staff Development	6,000	6,000				
Insurance	-					
Professional License	-					
Permits	-					
Equipment Lease & Maintenance	-					
Staff Travel:	-					
Local Travel	200	200				
Out-of-Town Travel	2,800	2,800				
Field Expenses	-					
Consultant/Subcontractor:	-					
	-					
Other:	-					
Client Expenses	6,000	6,000				

TOTAL OPERATING EXPENSE

24,000

24,000

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

DMH Legal Entity Name (MH)/Contractor Name (SA): HealthRIGHT 360 (Fiscal Intermediary)						Contract Appendix #: B-9	
Provider/Program Name: Project Homeless Connect						Document Date: 9/29/14	
Provider Number: 383800						Fiscal Year: 13-14	
Program Name	Project Homeless Connect	Everyday Connect					
Program Code (formerly Reporting Unit)	n/a	n/a					
Mode/SFC (MH) or Modality (SA)	SecPrev-21	SecPrev-21					
Service Description	SA-Sec Prev Referrals/Screening/Intake	SA-Sec Prev Referrals/Screening/Intake					TOTAL
FUNDING TERM	1/1/14-6/30/14	1/1/14-6/30/14					1/1/14-6/30/14
FUNDING USES							
Salaries & Employee Benefits	194,094	254,960					449,054
Operating Expenses	10,120	22,812					32,932
Capital Expenses (greater than \$5,000)	-	-					-
Subtotal Direct Expenses	204,214	277,772	-	-	-	-	481,986
Indirect Expenses	22,463	30,555					53,018
TOTAL FUNDING USES	226,677	308,327	-	-	-	-	535,004
CBHS MENTAL HEALTH FUNDING SOURCES							
TOTAL CBHS MENTAL HEALTH FUNDING SOURCES							
CBHS SUBSTANCE ABUSE FUNDING SOURCES	CFDA	FAMIS					
SA COUNTY - General Fund	-	HMHSCCRES227	226,677	308,327			535,004
TOTAL CBHS SUBSTANCE ABUSE FUNDING SOURCES							
OTHER DPH FUNDING SOURCES							
TOTAL OTHER DPH FUNDING SOURCES							
TOTAL DPH FUNDING SOURCES							
NON-DPH FUNDING SOURCES							
TOTAL NON-DPH FUNDING SOURCES							
TOTAL FUNDING SOURCES (DPH AND NON-DPH)							
CBHS UNITS OF SERVICE AND UNIT COST							
Number of Beds Purchased (if applicable)							
Substance Abuse Only - Non-Res 33 - ODF # of Group Sessions (classes)							
SA Only - Licensed Capacity for Medi-Cal Provider with Narcotic Tx Program							
Cost Reimbursement (CR) or Fee-For-Service (FFS)							
	CR	CR					
Units of Service	4,512	5,976					
Unit Type	Staff Hour	Staff Hour					
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES Only)	50.24	51.60					
Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES)	50.24	51.60					
Published Rate (Medi-Cal Providers Only)	-	-					
Unduplicated Clients (UDC)	540	465					Total UDC: 1,005

DPH 3: Salaries & Benefits Detail

Contractor Name: HealthRIGHT 360 (Fiscal Intermediary)

Appendix #: B-9

Program Name: Project Homeless Connect

Document Date: 9/29/14

	TOTAL		Project Homeless Connect General Fund HMHSCCRES227		Everyday Connect General Fund HMHSCCRES227							
	Term: 1/1/14-6/30/14		Term: 1/1/14-6/30/14		Term: 1/1/14-6/30/14		Term:		Term:		Term:	
Position Title	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries
Director	1.00	55,000	0.57	31,423	0.43	23,577						
Director of Programs	1.00	37,500	0.13	5,000	0.87	32,500						
Director of Events and Marketing	1.00	32,500	0.81	26,250	0.19	6,250						
Director of Operations	1.00	32,500	0.69	22,500	0.31	10,000						
Director of Housing Resources	1.00	33,750	0.56	18,750	0.44	15,000						
Provider/Resource Coordinator	1.00	22,500	0.44	10,000	0.56	12,500						
Volunteer Coordinator	1.00	25,000	0.90	22,500	0.10	2,500						
Senior Case Manager	1.00	28,506	-	-	1.00	28,506						
Floating Case Manager	0.80	21,704	-	-	0.80	21,704						
Events Assistant	0.80	19,740	-	-	0.80	19,740						
Case Manager	1.00	26,600	-	-	1.00	26,600						
Program Associate	0.80	14,976	0.80	14,976	-	-						
	-	-										
	-	-										
	-	-										
	-	-										
	-	-										
	-	-										
Totals:	11.40	350,276	4.90	151,399	6.50	198,877	-	-	-	-	-	-

Employee Fringe Benefits:	28.2%	98,778	28.2%	42,695	28.2%	56,083						
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TOTAL SALARIES & BENEFITS

449,054

194,094

254,960

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DPH 4: Operating Expenses Detail

Contractor Name: HealthRIGHT 360 (Fiscal Intermediary)

Appendix #: B-9

Program Name: Project Homeless Connect

Document Date: 9/29/14

Expenditure Category	TOTAL	Project Homeless Connect General Fund HMHSCCRES227	Everyday Connect General Fund HMHSCCRES227			
	Term: 1/1/14-6/30/14	Term: 1/1/14-6/30/14	Term: 1/1/14-6/30/14	Term:	Term:	Term:
Occupancy:	-					
Rent	-					
Utilities (Telephone, Electricity, Water, Gas)	-					
Building Repair/Maintenance	-					
Materials & Supplies:	-					
Office Supplies	7,200		7,200			
Photocopying	-					
Printing	-					
Program Supplies	12,632	8,120	4,512			
Computer Hardware/Software	-					
General Operating:	-					
Training/Staff Development	11,000	2,000	9,000			
Insurance	1,200		1,200			
Professional License	-					
Permits	-					
Equipment Lease & Maintenance	-					
Staff Travel:	-					
Local Travel	900		900			
Out-of-Town Travel	-					
Field Expenses	-					
Consultant/Subcontractor:	-					
	-					
Other:	-					
	-					

TOTAL OPERATING EXPENSE

32,932

10,120

22,812

-

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

DMH Legal Entity Name (MH)/Contractor Name (SA): HealthRIGHT 360 (Fiscal Intermediary)				Contract Appendix #: B-10			
Provider/Program Name: Minority AIDS Initiative				Document Date: 9/29/14			
Provider Number: 383800				Fiscal Year: 13-14			
Program Name	MAI - MH	MAI - SA	MAI - Prev				
Program Code (formerly Reporting Unit)	n/a	n/a	n/a				
Mode/SFC (MH) or Modality (SA)	Supt-00	Supt-00	Supt-00				
Service Description	SA-County Support	SA-County Support	SA-County Support				TOTAL
FUNDING TERM	1/1/14-9/29/14	1/1/14-9/29/14	1/1/14-9/29/14				1/1/14-9/29/14
FUNDING USES							
Salaries & Employee Benefits	535,475	92,485	35,567				663,527
Operating Expenses	-	-	-				-
Capital Expenses (greater than \$5,000)	-	-	-				-
Subtotal Direct Expenses	535,475	92,485	35,567	-	-	-	663,527
Indirect Expenses	58,902	10,173	3,912				72,987
TOTAL FUNDING USES	594,377	102,658	39,479	-	-	-	736,514
CBHS MENTAL HEALTH FUNDING SOURCES							
							-
TOTAL CBHS MENTAL HEALTH FUNDING SOURCES		-	-	-	-	-	-
CBHS SUBSTANCE ABUSE FUNDING SOURCES	CFDA	FAMIS					
SA GRANT - Fed SAMHSA MAI	93.243	HCSA10-1400	594,377				594,377
SA GRANT - Fed SAMHSA MAI	93.243	HCSA10-1401		102,658			102,658
SA GRANT - Fed SAMHSA MAI	93.243	HCSA10-1402			39,479		39,479
							-
TOTAL CBHS SUBSTANCE ABUSE FUNDING SOURCES			594,377	102,658	39,479	-	736,514
OTHER DPH FUNDING SOURCES							
							-
TOTAL OTHER DPH FUNDING SOURCES			-	-	-	-	-
TOTAL DPH FUNDING SOURCES			594,377	102,658	39,479	-	736,514
NON-DPH FUNDING SOURCES							
							-
TOTAL NON-DPH FUNDING SOURCES			-	-	-	-	-
TOTAL FUNDING SOURCES (DPH AND NON-DPH)			594,377	102,658	39,479	-	736,514
CBHS UNITS OF SERVICE AND UNIT COST							
Number of Beds Purchased (if applicable)							
Substance Abuse Only - Non-Res 33 - ODF # of Group Sessions (classes)							
SA Only - Licensed Capacity for Medi-Cal Provider with Narcotic Tx Program							
Cost Reimbursement (CR) or Fee-For-Service (FFS)	CR	CR	CR				
Units of Service	11,193	1,871	736				
Unit Type	Staff Hour	Staff Hour	Staff Hour				
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES Only)	53.10	54.88	53.64				
Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES)	53.10	54.88	53.64				
Published Rate (Medi-Cal Providers Only)	-	-	-				
Unduplicated Clients (UDC)	8	3	2				Total UDC: 13

DPH 3: Salaries & Benefits Detail

Contractor Name: HealthRIGHT 360 (Fiscal Intermediary)

Appendix #: B-10

Program Name: Minority AIDS Initiative

Document Date: 9/29/14

	TOTAL		MAI - MH HCSA10-1400		MAI - SA HCSA10-1401		MAI - Prev HCSA10-1402					
	Term: 1/1/14-9/29/14		Term: 1/1/14-9/29/14		Term: 1/1/14-9/29/14		Term: 1/1/14-9/29/14		Term:		Term:	
Position Title	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries
Program Manager	1.00	67,994	1.00	67,994	-	-	-	-				
Behavioral Health Specialist	4.00	242,770	3.50	212,424	0.50	30,346	-	-				
Community Health Worker	1.00	31,058	1.00	31,058	-	-	-	-				
Evaluation Analyst	1.00	73,258	0.60	44,365	0.24	17,576	0.16	11,317				
Evaluation Assistant	1.00	39,585	0.60	23,887	0.24	9,354	0.16	6,344				
Lead Evaluator	1.00	62,906	0.60	37,959	0.24	14,865	0.16	10,082				
	-	-										
	-	-										
	-	-										
	-	-										
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	-	-										
	-	-										
	-	-										
	-	-										
	-	-										
	-	-										
	-	-										
Totals:	9.00	517,571	7.30	417,687	1.22	72,141	0.48	27,743	-	-	-	-

Employee Fringe Benefits:	28.2%	145,956	28.2%	117,788	28.2%	20,344	28.2%	7,824		-		
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TOTAL SALARIES & BENEFITS

663,527

535,475

92,485

35,567

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DPH 4: Operating Expenses Detail

Contractor Name: HealthRIGHT 360 (Fiscal Intermediary)

Appendix #: B-10

Program Name: Minority AIDS Initiative

Document Date: 9/29/14

Expenditure Category	TOTAL	MAI - MH HCSA10-1400	MAI - SA HCSA10-1401	MAI - Prev HCSA10-1402		
	Term: 1/1/14-9/29/14	Term: 1/1/14-9/29/14	Term: 1/1/14-9/29/14	Term: 1/1/14-9/29/14	Term:	Term:
Occupancy:	-					
Rent	-					
Utilities (Telephone, Electricity, Water, Gas)	-					
Building Repair/Maintenance	-					
Materials & Supplies:	-					
Office Supplies	-					
Photocopying	-					
Printing	-					
Program Supplies	-					
Computer Hardware/Software	-					
General Operating:	-					
Training/Staff Development	-					
Insurance	-					
Professional License	-					
Permits	-					
Equipment Lease & Maintenance	-					
Staff Travel:	-					
Local Travel						
Out-of-Town Travel						
Field Expenses	-					
Consultant/Subcontractor:	-					
	-					
Other:	-					
	-					

TOTAL OPERATING EXPENSE

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

DMH Legal Entity Name (MH)/Contractor Name (SA): HealthRIGHT 360 (Fiscal Intermediary)						Contract Appendix #: B-11	
Provider/Program Name: Primary & Behavioral Health Care Integration						Document Date: 9/29/14	
Provider Number: 00038						Fiscal Year: 13-14	
Program Name		PBHCI					
Program Code (formerly Reporting Unit)		n/a					
Mode/SFC (MH) or Modality (SA)		60/78					
Service Description		Other Non-MediCal Client Support Exp					
FUNDING TERM		1/1/14-8/31/14					TOTAL 1/1/14-8/31/14
FUNDING USES							
Salaries & Employee Benefits		201,382					201,382
Operating Expenses		55,517					55,517
Capital Expenses (greater than \$5,000)		-					-
Subtotal Direct Expenses		256,899	-	-	-	-	256,899
Indirect Expenses		28,259					28,259
TOTAL FUNDING USES		285,158	-	-	-	-	285,158
CBHS MENTAL HEALTH FUNDING SOURCES		CFDA	FAMIS				
MH FED - SAHMSA PBHCI Grant	93.243	HMA03-1400	285,158				285,158
TOTAL CBHS MENTAL HEALTH FUNDING SOURCES			285,158	-	-	-	285,158
CBHS SUBSTANCE ABUSE FUNDING SOURCES							
TOTAL CBHS SUBSTANCE ABUSE FUNDING SOURCES			-	-	-	-	-
OTHER DPH FUNDING SOURCES							
TOTAL OTHER DPH FUNDING SOURCES			-	-	-	-	-
TOTAL DPH FUNDING SOURCES			285,158	-	-	-	285,158
NON-DPH FUNDING SOURCES							
TOTAL NON-DPH FUNDING SOURCES			-	-	-	-	-
TOTAL FUNDING SOURCES (DPH AND NON-DPH)			285,158	-	-	-	285,158
CBHS UNITS OF SERVICE AND UNIT COST							
Number of Beds Purchased (if applicable)							
Substance Abuse Only - Non-Res 33 - ODF # of Group Sessions (classes)							
SA Only - Licensed Capacity for Medi-Cal Provider with Narcotic Tx Program							
Cost Reimbursement (CR) or Fee-For-Service (FFS)		CR					
Units of Service		3,680					
Unit Type		Staff Hour					
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES Only)		77.49					
Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES)		77.49					
Published Rate (Medi-Cal Providers Only)		-					Total UDC:
Unduplicated Clients (UDC)		83					83

DPH 3: Salaries & Benefits Detail

Contractor Name: HealthRIGHT 360 (Fiscal Intermediary)
 Program Name: Primary & Behavioral Health Care Integration
 Document Date: 9/29/14

Appendix #: B-11

	TOTAL		SAHMSA PBHCI Grant HMAD03-1400									
	Term: 1/1/14-8/31/14		Term: 1/1/14-8/31/14		Term:		Term:		Term:		Term:	
Position Title	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries
Project Manager	1.00	58,494	1.00	58,494								
Lead Evaluator	1.00	63,184	1.00	63,184								
Evaluation Assistant	1.00	35,406	1.00	35,406								
	-	-										
	-	-										
	-	-										
	-	-										
	-	-										
	-	-										
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	-	-										
	-	-										
	-	-										
	-	-										
	-	-										
	-	-										
	-	-										
Totals:	3.00	157,084	3.00	157,084	-	-	-	-	-	-	-	-

Employee Fringe Benefits:	28.2%	44,298	28.2%	44,298								
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TOTAL SALARIES & BENEFITS	201,382	201,382	-	-	-	-
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DPH 4: Operating Expenses Detail

Contractor Name: HealthRIGHT 360 (Fiscal Intermediary)

Appendix #: B-11

Program Name: Primary & Behavioral Health Care Integration

Document Date: 9/29/14

Expenditure Category	TOTAL	SAHMSA PBHCI Grant HMAD03-1400				
	Term: 1/1/14-8/31/14	Term: 1/1/14-8/31/14	Term:	Term:	Term:	Term:
Occupancy:	-					
Rent	-					
Utilities (Telephone, Electricity, Water, Gas)	-					
Building Repair/Maintenance	-					
Materials & Supplies:	-					
Office Supplies	8,000	8,000				
Photocopying	-					
Printing	-					
Program Supplies	8,535	8,535				
Computer Hardware/Software	-					
General Operating:	-					
Training/Staff Development	5,685	5,685				
Insurance	-					
Professional License	-					
Permits	-					
Equipment Lease & Maintenance	-					
Staff Travel:	-					
Local Travel	-					
Out-of-Town Travel	13,567	13,567				
Field Expenses	-					
Consultant/Subcontractor:	-					
Peer Counselors. \$15/hr x 520 hrs each x 4 Peer Counselors	19,730	19,730				
Other:	-					
	-					

TOTAL OPERATING EXPENSE

55,517

55,517

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

DMH Legal Entity Name (MH)/Contractor Name (SA): HealthRIGHT 360 (Fiscal Intermediary)						Contract Appendix #: B-12	
Provider/Program Name: COPC FI Services						Document Date: 9/29/14	
Provider Number: n/a						Fiscal Year: 13-14	
Program Name	Primary Care Encounters	TWHC Shelter Nutritionist	SEHC Salesforce				
Program Code (formerly Reporting Unit)	n/a	n/a	n/a				
Mode/SFC (MH) or Modality (SA)	n/a	n/a	n/a				
Service Description	n/a	n/a	n/a				TOTAL
FUNDING TERM	1/1/14-6/30/14	1/1/14-6/30/14	1/1/14-6/30/14				1/1/14-6/30/14
FUNDING USES							
Salaries & Employee Benefits	-	-	89,702				89,702
Operating Expenses	337,838	15,766	-				353,604
Capital Expenses (greater than \$5,000)	-	-	-				-
Subtotal Direct Expenses	337,838	15,766	89,702	-	-	-	443,306
Indirect Expenses	37,162	1,734	9,866				48,762
TOTAL FUNDING USES	375,000	17,500	99,568	-	-	-	492,068
CBHS MENTAL HEALTH FUNDING SOURCES							
							-
TOTAL CBHS MENTAL HEALTH FUNDING SOURCES		-	-	-	-	-	-
CBHS SUBSTANCE ABUSE FUNDING SOURCES							
							-
TOTAL CBHS SUBSTANCE ABUSE FUNDING SOURCES		-	-	-	-	-	-
OTHER DPH FUNDING SOURCES							
	CFDA	FAMIS					
COPC - Central Admin General Fund	-	HCHAPADMINGF	375,000				375,000
COPC - Tom Waddell General Fund	-	HCHAPTWC-GF		17,500			17,500
COPC - Salesforce.com Grant	-	HCGSAL-1400			99,568		99,568
							-
TOTAL OTHER DPH FUNDING SOURCES			375,000	17,500	99,568	-	492,068
TOTAL DPH FUNDING SOURCES			375,000	17,500	99,568	-	492,068
NON-DPH FUNDING SOURCES							
							-
TOTAL NON-DPH FUNDING SOURCES			-	-	-	-	-
TOTAL FUNDING SOURCES (DPH AND NON-DPH)			375,000	17,500	99,568	-	492,068
CBHS UNITS OF SERVICE AND UNIT COST							
Number of Beds Purchased (if applicable)							
Substance Abuse Only - Non-Res 33 - ODF # of Group Sessions (classes)							
SA Only - Licensed Capacity for Medi-Cal Provider with Narcotic Tx Program							
Cost Reimbursement (CR) or Fee-For-Service (FFS)							
Units of Service	CR	CR	CR				
Unit Type	n/a	n/a	n/a				
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES Only)							
Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES)							
Published Rate (Medi-Cal Providers Only)							
Unduplicated Clients (UDC)	n/a	n/a	n/a				Total UDC: n/a

DPH 3: Salaries & Benefits Detail

Contractor Name: HealthRIGHT 360 (Fiscal Intermediary)

Appendix #: B-12

Program Name: COPC FI Services

Document Date: 9/29/14

	TOTAL		Primary Care Encounters General Fund HCHAPADMINGF		TWHC Shelter Nutritionist General Fund HCHAPTWC--GF		SEHC Salesforce Salesforce.com Grant HCGSAL-14					
	Term: 1/1/14-6/30/14		Term: 1/1/14-6/30/14		Term: 1/1/14-6/30/14		Term: 1/1/14-6/30/14		Term:		Term:	
Position Title	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries
Pediatric Primary Care Behaviorist	1.00	47,132					1.00	47,132				
Pediatric Primary Care Behaviorist Assistant	1.00	22,838					1.00	22,838				
	-	-										
	-	-										
	-	-										
	-	-										
	-	-										
	-	-										
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	-	-										
	-	-										
	-	-										
	-	-										
	-	-										
Totals:	2.00	69,970	-	-	-	-	2.00	69,970	-	-	-	-

Employee Fringe Benefits:	28.2%	19,732		-		-	28.2%	19,732		-		-
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TOTAL SALARIES & BENEFITS

89,702

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89,702

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DPH 4: Operating Expenses Detail

Contractor Name: HealthRIGHT 360 (Fiscal Intermediary)

Appendix #: B-12

Program Name: COPC FI Services

Document Date: 9/29/14

Expenditure Category	TOTAL	Primary Care Encounters General Fund HCHAPADMINGF	TWHC Shelter Nutritionist General Fund HCHAPTWC--GF	SEHC Salesforce Salesforce.com Grant HCGSAL-14		
	Term: 1/1/14-6/30/14	Term: 1/1/14-6/30/14	Term: 1/1/14-6/30/14	Term: 1/1/14-6/30/14	Term:	Term:
Occupancy:	-					
Rent	-					
Utilities (Telephone, Electricity, Water, Gas)	-					
Building Repair/Maintenance	-					
Materials & Supplies:	-					
Office Supplies	-					
Photocopying	-					
Printing	-					
Program Supplies	-					
Computer Hardware/Software	-					
General Operating:	-					
Training/Staff Development	-					
Insurance	-					
Professional License	-					
Permits	-					
Equipment Lease & Maintenance	-					
Staff Travel:	-					
Local Travel	-					
Out-of-Town Travel	-					
Field Expenses	-					
Consultant/Subcontractor:	-					
COPC Staff Care	295,881	295,881				
COPC M Hawkins	41,957	41,957				
TWHC Shelter Nutritionist	15,766		15,766			
Other:	-					
	-					

TOTAL OPERATING EXPENSE

353,604

337,838

15,766

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

DMH Legal Entity Name (MH)/Contractor Name (SA): HealthRIGHT 360 (Fiscal Intermediary)						Contract Appendix #: B-13	
Provider/Program Name: Children Community Response Network						Document Date: 9/29/14	
Provider Number: n/a						Fiscal Year: 13-14	
Program Name	Children Community Response Network						
Program Code (formerly Reporting Unit)	n/a						
Mode/SFC (MH) or Modality (SA)	n/a						
Service Description	n/a						TOTAL
FUNDING TERM	1/1/14-6/30/14						1/1/14-6/30/14
FUNDING USES							
Salaries & Employee Benefits	463,424						463,424
Operating Expenses	117,000						117,000
Capital Expenses (greater than \$5,000)	-						-
Subtotal Direct Expenses	580,424	-	-	-	-	-	580,424
Indirect Expenses	63,848						63,848
TOTAL FUNDING USES	644,272	-	-	-	-	-	644,272
CBHS MENTAL HEALTH FUNDING SOURCES							
							-
TOTAL CBHS MENTAL HEALTH FUNDING SOURCES		-	-	-	-	-	-
CBHS SUBSTANCE ABUSE FUNDING SOURCES							
							-
TOTAL CBHS SUBSTANCE ABUSE FUNDING SOURCES		-	-	-	-	-	-
OTHER DPH FUNDING SOURCES							
	CFDA	FAMIS					
Community Health - CRN Work Order	-	HCHCCHCCRNWO	644,272				644,272
							-
TOTAL OTHER DPH FUNDING SOURCES			644,272	-	-	-	644,272
TOTAL DPH FUNDING SOURCES			644,272	-	-	-	644,272
NON-DPH FUNDING SOURCES							
							-
TOTAL NON-DPH FUNDING SOURCES			-	-	-	-	-
TOTAL FUNDING SOURCES (DPH AND NON-DPH)			644,272	-	-	-	644,272
CBHS UNITS OF SERVICE AND UNIT COST							
Number of Beds Purchased (if applicable)							
Substance Abuse Only - Non-Res 33 - ODF # of Group Sessions (classes)							
SA Only - Licensed Capacity for Medi-Cal Provider with Narcotic Tx Program							
Cost Reimbursement (CR) or Fee-For-Service (FFS)							
		CR					
Units of Service							
		n/a					
Unit Type							
Cost Per Unit - DPH Rate (DPH FUNDING SOURCES Only)							
Cost Per Unit - Contract Rate (DPH & Non-DPH FUNDING SOURCES)							
Published Rate (Medi-Cal Providers Only)							
							Total UDC:
Unduplicated Clients (UDC)							n/a

DPH 3: Salaries & Benefits Detail

Contractor Name: HealthRIGHT 360 (Fiscal Intermediary)
 Program Name: Children Community Response Network
 Document Date: 9/29/14

Appendix #: B-13

	TOTAL		CRN Work Order HCHCCHCCRNWO									
	Term: 1/1/14-6/30/14		Term: 1/1/14-6/30/14		Term:		Term:		Term:		Term:	
Position Title	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries	FTE	Salaries
Violence Prevention Manager	1.00	38,000	1.00	38,000								
Violence Prevention Associate Manager	1.00	29,000	1.00	29,000								
Coordinators	2.00	58,000	2.00	58,000								
Admin Data Support	1.00	14,000	1.00	14,000								
Line Staff	7.00	222,485	7.00	222,485								
	-	-										
	-	-										
	-	-										
	-	-										
	-	-										
	-	-										
	-	-										
	-	-										
	-	-										
	-	-										
	-	-										
	-	-										
	-	-										
	-	-										
Totals:	12.00	361,485	12.00	361,485	-	-	-	-	-	-	-	-

Employee Fringe Benefits:	28.2%	101,939	28.2%	101,939								
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TOTAL SALARIES & BENEFITS	463,424	463,424	-	-	-	-
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DPH 4: Operating Expenses Detail

Contractor Name: HealthRIGHT 360 (Fiscal Intermediary)
 Program Name: Children Community Response Network
 Document Date: 9/29/14

Appendix #: B-13

Expenditure Category	TOTAL	CRN Work Order HCHCCHCCRNWO				
	Term: 1/1/14-6/30/14	Term: 1/1/14-6/30/14	Term:	Term:	Term:	Term:
Occupancy:	-					
Rent	22,000	22,000				
Utilities (Telephone, Electricity, Water, Gas)	12,000	12,000				
Building Repair/Maintenance	3,300	3,300				
Materials & Supplies:	-					
Office Supplies	5,000	5,000				
Photocopying	-					
Printing	-					
Program Supplies	5,000	5,000				
Computer Hardware/Software	-					
General Operating:	-					
Training/Staff Development	2,100	2,100				
Insurance	1,200	1,200				
Professional License	-					
Permits	-					
Equipment Lease & Maintenance	10,400	10,400				
Staff Travel:	-					
Local Travel	-					
Out-of-Town Travel	-					
Field Expenses	-					
Consultant/Subcontractor:	-					
Monique LeSarre PsyD, Clinical Consultant	9,000	9,000				
Sal Nunez, Curriculum Developer	14,000	14,000				
Other:	-					
Vehicle Expense	9,000	9,000				
Client Incentives	12,000	12,000				
Client Outings and Groups	12,000	12,000				
TOTAL OPERATING EXPENSE	117,000	117,000	-	-	-	-

DPH 6: Contract-Wide Indirect Detail

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

Document Date: 9/29/14

1. SALARIES & BENEFITS

Position Title	FTE	Salaries
Chief Executive Officer	0.09	30,652
Chief Financial Officer	0.10	27,672
Chief Information Officer	0.10	21,995
Chief Operating Officer	0.05	5,535
VP of Quality and Compliance	0.10	8,089
VP of Development	0.07	7,096
Research and Evaluation Director	0.07	7,156
Workforce Development Director	0.01	991
Donations Manager	0.10	7,804
Controller	0.10	16,084
Grants Director	0.10	11,069
Budget Manager	0.05	5,492
Fiscal Projects Director	0.10	8,515
Budget/Fiscal Analyst	0.10	8,132
Budget Coordinator	0.10	7,096
Payroll Manager	0.10	10,472
Billing Specialist	0.10	8,515
General Ledger Accountant	0.02	1,518
Accounts Payable II	0.20	14,167
CJ Billing Assistant	0.10	5,730
Human Resources Director	0.05	4,879
Human Resources Analyst	0.10	7,096
Human Resources Coordinator	0.10	5,738
Electronic Medical Records Manager	0.10	7,025
EMR OPs Software Development Director	0.10	12,772
EMR Training and Data Analyst	0.07	3,941
Client Programmer II	0.03	2,375
IT Manager - Data Control	0.10	7,600
Senior IT Systems Analyst	0.06	4,541
IT Analyst	0.10	6,883
PC Support Analyst	0.10	6,883
IT Specialist - Data Entry	0.10	4,691
IT Specialist - Data Control	0.10	4,691
IT Specialist - Data Specialist	0.11	5,159
IT Data Analyst	0.04	1,720
Travel Coordinator	0.05	3,801
Administrative Assistant	0.08	3,633
Procurement Manager	0.10	7,096
Facility Operations Director	0.01	685
Transportation and Facility Manager	0.01	428
Maintenance Staff	0.02	1,042
Driver/Procurement Assistant	0.02	870
EMPLOYEE FRINGE BENEFITS		98,372
TOTAL SALARIES & BENEFITS		415,701

2. OPERATING COSTS

Expenditure Category	Amount
Rent	26,999
Utilities (Telephone, Electricity, Water, Gas)	9,704
Building Repair/Maintenance	2,319
Office Supplies	6,639
Insurance	12,638
Training/Staff Development	2,607
Staff Travel (Local & Out-of-Town)	10,407
Equipment Lease & Maintenance	8,256
Professional Services	55,790
General Operating	25,800
TOTAL OPERATING COSTS	161,159

TOTAL INDIRECT COSTS

(Salaries & Benefits + Operating Costs)

576,860

CBHSMODE	CBHSSERVEDESCRIPT	Official DMH/ADP Unit
05/10-18	Hospital IP	Client Day
05/19	Hospital IP Admin Day	Client Day
05/20-29	PHF	Client Day
05/30-34	SNF Intensive	Client Day
05/35	IMD Basic No Patch	Client Day
05/36-39	IMD with Patch	Client Day
05/40-49	Adult Crisis Residential	Client Day
05/50-59	Jail IP	Client Day
05/60-64	Residential Other	Client Day
05/65-79	Adult Residential	Client Day
05/80-84	Semi-Sup Living	Client Day
05/85-89	Independent Living	Client Day
05/90-94	MH Rehab Center	Client Day
10/20-24	Crisis Stab ER	Client Hour
10/25-29	Crisis Stab Urgent Care	Client Hour
10/30-39	Vocational	Client Full Day
10/40-49	Socialization	Client Full Day
10/60-69	SNF Augmentation	Client Full Day
10/81-84	Day Tx Intensive Half day	Client 1/2 Day
10/85-89	Day Tx Intensive Full day	Client Full Day
10/91-94	Day Rehab Half day	Client 1/2 Day
10/95-99	Day Rehab Full day	Client Full Day
15/01-09	Case Mgt Brokerage	Staff Minute
15/10-57	MH Svcs	Staff Minute
15/58	TBS	Staff Minute
15/60-69	Medication Support	Staff Minute
15/70-79	Crisis Intervention-OP	Staff Minute
20/00	MH Administration	Staff Hour
25/00	Research & Evaluation	Staff Hour
40/00	MHSA Administration	Staff Hour
45/10-19	MH Promotion	Staff Hour
45/20-29	Cmmtty Client Svcs	Staff Hour
60/20-29	Conserv-Investigation	Staff Minute
60/30-39	Conserv-Adm	Staff Minute
60/40-49	Life Support-Bd&Care	Client Full Day
60/60-69	Case Mgt Support	Staff Minute
60/70	CS-Client Hsng Support Exp	Staff Hour or Client Day, depending on contract.
60/71	CS-Client Hsng Operating Exp	Staff Hour or Client Day, depending on contract.
60/72	CS-Client Flexible Support Exp	Staff Hour or Client Day, depending on contract.
60/75	Non-MediCal Capital Assets	Staff Hour or Client Day, depending on contract.
60/78	Other Non-MediCal Client Support Exp	Staff Hour
Supt-00	SA-County Support	Staff Hour
Supt-01	SA-Support QA's	Staff Hour
Supt-02	SA-Support Training	Staff Hour
Supt-03	SA-Support Prog Dev	Staff Hour
Supt-04	SA-Support Research/Eval	Staff Hour
Supt-05	SA-Support Planning/Coord/Need Assess	Staff Hour
Supt-06	SA-Support Start-Up Costs	Staff Hour
Supt-09	SA-Support Alteration/Renovation	Staff Hour
PriPrev-12	SA-PriPrevention Info Dissemination	Staff Hour
PriPrev-13	SA-PriPrevention Education	Staff Hour
PriPrev-14	SA-PriPrevention Alternatives	Staff Hour
PriPrev-15	SA-PriPrevention Problem Id's/Referrals	Staff Hour
PriPrev-16	SA-PriPrevention Cmmtty Based	Staff Hour
PriPrev-17	SA-PriPrevention Environmental	Staff Hour
SecPrev-18	SA-Sec Prev Early Intervention	Staff Hour
SecPrev-19	SA-Sec Prev Outreach	Staff Hour
SecPrev-20	SA-Sec Prev IDU or IVDU	Staff Hour
SecPrev-21	SA-Sec Prev Referrals/Screening/Intake	Staff Hour
Nonres-30	SA-Nonresidntl IO Day Care Rehab	Face-to-face visit
Nonres-32	SA-Nonresidntl Aftercare	Staff Hour
Nonres-33	SA-Nonresidntl ODF Grp	Staff Hour
Nonres-34	SA-Nonresidntl ODF Indv	Staff Hour

CBHSMODE	CBHSSERVEDESCRIPT	Official DMH/ADP Unit
Nonres-35	SA-Nonresidtl Interim Tx CalWORKS Only	Staff Hour
NTP-41	SA-Narcotic Tx Prog OP Meth Detox (OMD)	Slot Days
NTP-42	SA-Narcotic Tx Prog IP Meth Detox	Bed Days
NTP-43	SA-Narcotic Tx Prog Naltrexone	Face-to-face visit
NTP-44	SA-Narcotic Tx Prog Rehab/Amb Detox (other than Methadone)	Slot Days
NTP-48	SA-Narcotic Tx Narc Replacement Therapy - All Svcs	Slot Days
Res-50	SA-Res Free Standing Res Detox	Bed Days
Res-51	SA-Res Recov Long Term (over 30 days)	Bed Days
Res-52	SA-Res Recov Short Term (up to 30 days)	Bed Days
Res-53	SA-Res Hospital IP Detox (24-Hr)	Bed Days
Res-54	SA-Res Hospital IP Residential (24-Hr)	Bed Days
Res-55	SA-Res Chemical Dependency Recov Hospital (CDRH)	Bed Days
Res-56	SA-Res Transitional Living Center (Perinatal/Parolee Only)	Bed Days
Res-57	SA-Res Alcohol Drug Housing (Perinatal/Parolee Only)	Bed Days
Anc-22	SA-Ancillary Svcs Perinatal Outreach	Staff Hour
Anc-63	SA-Ancillary Svcs Cooperative Proj	Staff Hour
Anc-64	SA-Ancillary Svcs Vocational Rehab	Staff Hour
Anc-65	DO NOT USE SA-Ancillary Svcs HIV Early Intervention	Staff Hour
Anc-66	SA-Ancillary Svcs TB Svcs	Staff Hour
Anc-67	SA-Ancillary Svcs Interim Svcs (within 48 hrs)	Staff Hour
Anc-68	SA-Ancillary Svcs Case Mgmt	Staff Hour
Anc-69	SA-Ancillary Svcs Primary Medical Care (Perinatal Only)	Staff Hour
Anc-70	SA-Ancillary Svcs Pediatric Medical Care (Perinatal Only)	Staff Hour
Anc-71	SA-Ancillary Svcs Transportation (Perinatal/Parolee Only)	Staff Hour
Anc-72	SA-Ancillary Svcs HIV Counseling Services	Number Served
Anc-73	SA-Ancillary Svcs HIV/AIDS Education Counseling Services	Number Served
Anc-74	SA-Ancillary Svcs Infectious Disease Services	Number Served
Anc-75	SA-Ancillary Svcs Therapeutic Measures for People Living with HIV	Number Served
Anc-76	SA-Ancillary Svcs HIV Referral/Linkage to Care Services	Number Served
Anc-77	SA-Ancillary Svcs Outreach	Number Served
Anc-80	SA-Ancillary Svcs SACPA Literacy Training	Staff Hour
Anc-81	SA-Ancillary Svcs SACPA Family Counseling	Staff Hour
Anc-82	SA-Ancillary Svcs SACPA Vocational Training	Staff Hour
Anc-83	SA-Ancillary Svcs SACPA Case Mgmt	Staff Hour
Anc-84	SA-Ancillary Svcs SACPA Other Svcs	Staff Hour
Anc-85	SA-Ancillary Svcs SACPA Testing	Staff Hour
Anc-87	Drug Court-Other Tx Related Svcs	Staff Hour
DUI-90	Driving Under the Influence	Persons Served

MH	SA
MH FED - SDMC Regular FFP (50%)	SA FED - SAPT Fed Discretionary
MH FED - Health Families/Enhanced Children FFP (at 65%)	SA FED - SAPT Adolescent Tx Svcs
MH FED - Refugee FFP (at 100%)	SA FED - SAPT Friday Night Live/Club Live
MH FED - SAHMSA PBHCl Grant	SA FED - SAPT Primary Prevention Set-Aside
MH STATE - CTF Fund (Cmmty Tx Facility)	SA FED - SAPT HIV Set-Aside
MH STATE - MH Realignment	SA FED - SAPT Perinatal Set-Aside
MH STATE - EPSDT Realignment	SA FED - Drug Medi-Cal
MH STATE - Family Mosaic Capitated	SA FED - Perinatal Drug Medi-Cal
MH STATE - IDEA Fund	SA STATE - PSR Non Drug Medi-Cal
MH STATE - MAA	SA STATE - PSR Drug Medi-Cal
MH STATE - MHSA Project	SA STATE - PSR Drug Medi-Cal carryforward from FY12-13
MH STATE - Managed Care	SA STATE - PSR Perinatal Non Drug Medi-Cal
MH STATE - Minor Consent	SA STATE - PSR Perinatal Drug Medi-Cal
MH STATE - SAMHSA FMP Grant	SA STATE - PSR Women/Children Residential Tx Svcs
MH STATE - RWJ	SA STATE - PSR Drug Court
MH STATE - PSR Managed Care	SA STATE - Parolee Services Network BASN
MH STATE - PSR EPSDT	SA STATE - SACPA Project
MH PRIOR YEAR - SEP-Special Assessment Program	SA COUNTY - General Fund - CJC GF
MH PRIOR YEAR - SB 163 - Children's Wrap-Around/Foster Care	SA COUNTY - General Fund
MH PRIOR YEAR - SB 90	SA GRANT - Fed DOJ Safe Havens
MH PRIOR YEAR - MH Managed Care	SA GRANT - Fed DOJ Second Chance
MH STATE - MHSA CSS Project	SA GRANT - Fed SAMHSA MAI
MH STATE - MHSA PEI Project	SA GRANT - Fed SAMHSA SHOP
MH STATE - MHSA INN Project	SA WORK ORDER - Controller's CJC Evaluation
MH STATE - MHSA CF Project	SA WORK ORDER - DCYF Wellness Center
MH STATE - MHSA Tech Project	SA WORK ORDER - HSA Children's Program
MH STATE - MHSA WDET Project	SA WORK ORDER - HSA FSET
MH STATE - MHSA WET Project	SA WORK ORDER - HSA HUD-SHP
MH PRIOR YEAR - Other (please identify)	SA WORK ORDER - HSA PAES/SSI Advocacy
MH WORK ORDER - County Work Order Fund	SA 3RD PARTY Medicare
MH WORK ORDER - City Attorney	SA 3RD PARTY Insurance Fees
MH WORK ORDER - District Attorney	SA 3RD PARTY Client Fees
MH WORK ORDER - DCYF	
MH WORK ORDER - Fire Department	
MH WORK ORDER - HSA Childcare	
MH WORK ORDER - HSA Fostercare	
MH WORK ORDER - HSA SPMP Fostercare	
MH WORK ORDER - HSA GF Match	
MH WORK ORDER - Human Services Agency	
MH WORK ORDER - Human Services Agency (Match)	
MH WORK ORDER - Library	
MH WORK ORDER - Juvenile Probation	
MH WORK ORDER - Mayor's Office	
MH WORK ORDER - Police Department	
MH WORK ORDER - Sherri's Department	
MH WORK ORDER - SFCFC First Five	
MH WORK ORDER - CALWORKS	
MH 3RD PARTY - Insurance Fees	
MH 3RD PARTY - Medicare	
MH 3RD PARTY - Patient/Client Fees	
MH COUNTY - General Fund	
MH COUNTY - General Fund WO CODB	
MH COUNTY - General Fund CYF	
MH COUNTY - General Fund CYF WO CODB	
MH COUNTY - Managed Care Match	
NON DPH - MH Conservatorship Admin Fees	
NON DPH - Provider's Fund	
NON DPH - Provider's Grants	
NON DPH - In-Kind	
NON DPH - Fund Raising	
NON DPH - Other (please identify)	

Appendix C
Insurance Waiver

Appendix D

Additional Terms

1. HIPAA

The parties acknowledge that CITY is a Covered Entity as defined in the Healthcare Insurance Portability and Accountability Act of 1996 ("HIPAA") and is therefore required to abide by the Privacy Rule contained therein. The parties further agree that CONTRACTOR falls within the following definition under the HIPAA regulations:

- ☐ A Covered Entity subject to HIPAA and the Privacy Rule contained therein; or
- ☒ A Business Associate subject to the terms set forth in Appendix E;
- ☐ Not Applicable, CONTRACTOR will not have access to Protected Health Information.

2. THIRD PARTY BENEFICIARIES

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

Appendix E

BUSINESS ASSOCIATE ADDENDUM

This Business Associate Addendum ("Addendum") supplements and is made a part of the contract ("Contract") by and between the City and County of San Francisco, Covered Entity ("CE") and Contractor, Business Associate ("BA").

RECITALS

- A. CE wishes to disclose certain information to BA pursuant to the terms of the Contract, some of which may constitute Protected Health Information ("PHI") (defined below).
- B. CE and BA intend to protect the privacy and provide for the security of PHI disclosed to BA pursuant to the Contract in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ("the HITECH Act"), and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the "HIPAA Regulations") and other applicable laws.
- C. As part of the HIPAA Regulations, the Privacy Rule and the Security Rule (defined below) require CE to enter into a contract containing specific requirements with BA prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 164.314(a), 164.502(a) and (e) and 164.504(e) of the Code of Federal Regulations ("C.F.R.") and contained in this Addendum.

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

1. Definitions

- a. **Breach** shall have the meaning given to such term under the HITECH Act and HIPAA Regulations [42 U.S.C. Section 17921 and 45 C.F.R. Section 164.402].
- b. **Breach Notification Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and D.
- c. **Business Associate** shall have the meaning given to such term under the Privacy Rule, the Security Rule, and the HITECH Act, including, but not limited to, 42 U.S.C. Section 17938 and 45 C.F.R. Section 160.103.
- d. **Covered Entity** shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to, 45 C.F.R. Section 160.103.
- e. **Data Aggregation** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- f. **Designated Record Set** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.

- g. **Electronic Protected Health Information** means Protected Health Information that is maintained in or transmitted by electronic media.
- h. **Electronic Health Record** shall have the meaning given to such term in the HITECT Act, including, but not limited to, 42 U.S.C. Section 17921.
- i. **Health Care Operations** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- j. **Privacy Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and E.
- k. **Protected Health Information or PHI** means any information, whether oral or recorded in any form or medium: (i) that relates to the part, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501. Protected Health Information includes Electronic Protected Health Information [45 C.F.R. Sections 160.103, 164.501].
- l. **Protected Information** shall mean PHI provided by CE to BA or created, maintained, received or transmitted by BA on CE's behalf.
- m. **Security Incident** shall have the meaning given to such term under the Security Rule, including, but not limited to, 45 C.F.R. Section 164.304.
- n. **Security Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and C.
- o. **Unsecured PHI** shall have the meaning given to such term under the HITECH Act and any guidance issued pursuant to such Act including, but not limited to, 42 U.S.C. Section 17932(h) and 45 C.F.R. Section 164.402.

2. **Obligations of Business Associate**

- a. **Permitted Uses.** BA shall use Protected Information only for the purpose of performing BA's obligations under the Contract and as permitted or required under the Contract and Addendum, or as required by law. Further, BA shall not use Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so used by CE. However, BA may use Protected Information as necessary (i) for the proper management and administration of BA; (ii) to carry out the legal responsibilities of BA; (iii) as required by law; or (iv) for Data Aggregation purposes relating to the Health Care Operations of CE [45 C.F.R. Sections 164.504(e)(2) and 164.504(e)(4)(i)].
- b. **Permitted Disclosures.** BA shall disclose Protected Information only for the purpose of performing BA's obligations under the Contract and as permitted or required under the

Contract and Addendum, or as required by law. BA shall not disclose Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so disclosed by CE. However, BA may disclose Protected Information as necessary (i) for the proper management and administration of BA; (ii) to carry out the legal responsibilities of BA; (iii) as required by law; or (iv) for Data Aggregation purposes relating to the Health Care Operations of CE. If BA discloses Protected Information to a third party, BA must obtain, prior to making any such disclosure, (i) reasonable written assurances from such third party that such Protected Information will be held confidential as provided pursuant to this Addendum and used or disclosed only as required by law or for the purposes for which it was disclosed to such third party, and (ii) a written agreement from such third party to immediately notify BA of any breaches, suspected breaches, security incidents, or unauthorized uses or disclosures of the Protected Information in accordance with paragraph 2. m. of the Addendum, to the extent it has obtained knowledge of such occurrences [42 U.S.C. Section 17932; 45 C.F.R. Section 164.504(e)].

- c. **Prohibited Uses and Disclosures.** BA shall not use or disclose PHI other than as permitted or required by the Contract and Addendum, or as required by law. BA shall not use or disclose Protected Information for fundraising or marketing purposes. BA shall not disclose Protected Information to a health plan for payment or health care operations purposes if the patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which the PHI solely relates [42 U.S.C. Section 17935(a) and 45 C.F.R. Section 164.522(a)(vi)]. BA shall not directly or indirectly receive remuneration in exchange for Protected Information, except with the prior written consent of CE and as permitted by the HITECH Act, 42 U.S.C. Section 17935(d)(2), and the HIPAA regulations, 45 C.F.R. Section 164.502(a)(5)(ii); however, this prohibition shall not affect payment by CE to BA for services provided pursuant to the Contract.
- d. **Appropriate Safeguards.** BA shall implement appropriate safeguards to prevent the use or disclosure of Protected Information other than as permitted by the Contract or Addendum, including, but not limited to, administrative, physical and technical safeguards in accordance with the Security Rule, including, but not limited to, 45 C.F.R. Sections 164.308, 164.310, and 164.312. [45 C.F.R. Section 164.504(e)(2)(ii)(B); 45 C.F.R. Section 164.308(b)]. BA shall comply with the policies and procedures and documentation requirements of the Security Rule, including, but not limited to, 45 C.F.R. Section 164.316. [42 U.S.C. Section 17931]
- e. **Business Associate's Subcontractors and Agents.** BA shall ensure that any agents and subcontractors that create, receive, maintain or transmit Protected Information on behalf of BA, agree in writing to the same restrictions and conditions that apply to BA with respect to such Protected Information and implement the safeguards required by paragraph 2.d. above with respect to Electronic PHI [45 C.F.R. Section 164.504(e)(2)(ii)(D); 45 C.F.R. Section 164.308(b)]. BA shall implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions

and shall mitigate the effects of any such violation (see 45 C.F.R. Sections 164.530(f) and 164.530(e)(1)).

- f. **Accounting of Disclosures.** Within ten (10) calendar days of a request by CE for an accounting of disclosures of Protected Information or upon any disclosure of Protected Information for which CE is required to account to an individual, BA and its agents and subcontractors shall make available to CE the information required to provide an accounting of disclosures to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.528, and the HITECH Act, including but not limited to 42 U.S.C. Section 17935 (c), as determined by CE. BA agrees to implement a process that allows for an accounting to be collected and maintained by BA and its agents and subcontractors for at least six(6) years prior to the request. However, accounting of disclosures from an Electronic Health Record for treatment, payment or health care operations purposes are required to be collected and maintained for only three (3) years prior to the request, and only to the extent that BA maintains an Electronic Health Record. At a minimum, the information collected and maintained shall include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed; and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure. If a patient submits a request for an accounting directly to BA or its agents or subcontractors, BA shall forward the request to CE in writing within five(5) calendar days.
- g. **Governmental Access to Records.** BA shall make its internal practices, books and records relating to the use and disclosure of Protected Information available to CE and to the Secretary of the U.S. Department of Health and Human Services (the "Secretary") for purposes of determining BA's compliance with HIPAA [45 C.F.R. Section 164.504(e)(2)(ii)(I)]. BA shall provide CE a copy of any Protected Information and other documents and records that BA provides to the Secretary concurrently with providing such Protected Information to the Secretary.
- h. **Minimum Necessary.** BA, its agents and subcontractors shall request, use and disclose only the minimum amount of Protected Information necessary to accomplish the purpose of the request, use or disclosure. [42 U.S.C. Section 17935(b); 45 C.F.R. Section 164.514(d)] BA understands and agrees that the definition of "minimum necessary" is in flux and shall keep itself informed of guidance issued by the Secretary with respect to what constitutes "minimum necessary."
- i. **Data Ownership.** BA acknowledges that BA has no ownership rights with respect to the Protected Information.
- j. **Notification of Possible Breach.** BA shall notify CE within twenty-four (24) hours of any suspected or actual breach of Protected Information; any use or disclosure of Protected Information not permitted by the Contract or Addendum; any security incident (i.e., any attempted or successful unauthorized access, use, disclosure, modification, or

destruction of information or interference with system operations in an information system) related to Protected Information, and any actual or suspected use or disclosure of data in violation of any applicable federal or state laws by BA or its agents or subcontractors. The notification shall include, to the extent possible, the identification of each individual who unsecured Protected Information has been, or is reasonably believed by the business associate to have been, accessed, acquired, used, or disclosed, as well as any other available information that CE is required to include in notification to the individual, the media, the Secretary, and any other entity under the Breach Notification Rule and any other applicable state or federal laws, including, but not limited, to 45 C.F.R. Section 164.404 through 45 C.F.R. Section 164.408, at the time of the notification required by this paragraph or promptly thereafter as information becomes available. BA shall take (i) prompt corrective action to cure any deficiencies and (ii) any action pertaining to unauthorized uses or disclosures required by applicable federal and state laws. (This provision should be negotiated.) [42 U.S.C. Section 17921; 45 C.F.R. Section 164.504(e)(2)(ii)(C); 45 C.F.R. Section 164.308(b)]

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

3. Termination

- a. **Material Breach.** A breach by BA of any provision of this Addendum, as determined by CE, shall constitute a material breach of the Contract and shall provide grounds for immediate termination of the Contract, any provision in the Contract to the contrary notwithstanding. [45 C.F.R. Section 164.504(e)(2)(iii)].
- b. **Judicial or Administrative Proceedings.** CE may terminate the Contract, effective immediately, if (i) BA is named as defendant in a criminal proceeding for a violation of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws or (ii) a finding or stipulation that the BA has violated any standard or requirement of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding in which the party has been joined.
- c. **Effect of Termination.** Upon termination of the Contract for any reason, BA shall, at the option of CE, return or destroy all Protected Information that BA and its agents and subcontractors still maintain in any form, and shall retain no copies of such Protected

Information. If return or destruction is not feasible, as determined by CE, BA shall continue to extend the protections and satisfy the obligations of Section 2 of this Addendum to such information, and limit further use and disclosure of such PHI to those purposes that make the return or destruction of the information infeasible [45 C.F.R. Section 164.504(e)(ii)(2)(J)]. If CE elects destruction of the PHI, BA shall certify in writing to CE that such PHI has been destroyed in accordance with the Secretary's guidance regarding proper destruction of PHI.

d. Disclaimer

CE makes no warranty or representation that compliance by BA with this Addendum, HIPAA, the HITECH Act, or the HIPAA Regulations will be adequate or satisfactory for BA's own purposes. BA is solely responsible for all decisions made by BA regarding the safeguarding of PHI.

4. Amendment to Comply with Law.

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

5. Reimbursement for Fines

In the event that CE pays a fine to a state or federal regulatory agency based on an impermissible use or disclosure of PHI by BA or its subcontractors or agents, then BA shall reimburse CE in the amount of such fine within thirty (30) calendar days.

Appendix F
Invoice

Appendix G

Dispute Resolution Procedure For Health and Human Services Nonprofit Contractors

9-06

Introduction

The City Nonprofit Contracting Task Force submitted its final report to the Board of Supervisors in June 2003. The report contains thirteen recommendations to streamline the City's contracting and monitoring process with health and human services nonprofits. These recommendations include: (1) consolidate contracts, (2) streamline contract approvals, (3) make timely payment, (4) create review/appellate process, (5) eliminate unnecessary requirements, (6) develop electronic processing, (7) create standardized and simplified forms, (8) establish accounting standards, (9) coordinate joint program monitoring, (10) develop standard monitoring protocols, (11) provide training for personnel, (12) conduct tiered assessments, and (13) fund cost of living increases. The report is available on the Task Force's website at http://www.sfgov.org/site/npcontractingtft_index.asp?id=1270. The Board adopted the recommendations in February 2004. The Office of Contract Administration created a Review/Appellate Panel ("Panel") to oversee implementation of the report recommendations in January 2005.

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

Dispute Resolution Procedure

The following Dispute Resolution Procedure provides a process to resolve any disputes or concerns relating to the administration of an awarded professional services grant or contract between the City and County of San Francisco and nonprofit health and human services contractors.

Contractors and City staff should first attempt to come to resolution informally through discussion and negotiation with the designated contact person in the department.

If informal discussion has failed to resolve the problem, contractors and departments should employ the following steps:

- **Step 1** The contractor will submit a written statement of the concern or dispute addressed to the Contract/Program Manager who oversees the agreement in question. The writing should describe the nature of the concern or dispute, i.e., program, reporting, monitoring, budget, compliance or other concern. The

Contract/Program Manager will investigate the concern with the appropriate department staff that are involved with the nonprofit agency's program, and will either convene a meeting with the contractor or provide a written response to the contractor within 10 working days.

- Step 2 Should the dispute or concern remain unresolved after the completion of Step 1, the contractor may request review by the Division or Department Head who supervises the Contract/Program Manager. This request shall be in writing and should describe why the concern is still unresolved and propose a solution that is satisfactory to the contractor. The Division or Department Head will consult with other Department and City staff as appropriate, and will provide a written determination of the resolution to the dispute or concern within 10 working days.
- Step 3 Should Steps 1 and 2 above not result in a determination of mutual agreement, the contractor may forward the dispute to the Executive Director of the Department or their designee. This dispute shall be in writing and describe both the nature of the dispute or concern and why the steps taken to date are not satisfactory to the contractor. The Department will respond in writing within 10 working days.

In addition to the above process, contractors have an additional forum available only for disputes that concern implementation of the thirteen policies and procedures recommended by the Nonprofit Contracting Task Force and adopted by the Board of Supervisors. These recommendations are designed to improve and streamline contracting, invoicing and monitoring procedures. For more information about the Task Force's recommendations, see the June 2003 report at http://www.sfgov.org/site/npcontractingtf_index.asp?id=1270.

The Review/Appellate Panel oversees the implementation of the Task Force report. The Panel is composed of both City and nonprofit representatives. The Panel invites contractors to submit concerns about a department's implementation of the policies and procedures. Contractors can notify the Panel after Step 2. However, the Panel will not review the request until all three steps are exhausted. This review is limited to a concern regarding a department's implementation of the policies and procedures in a manner which does not improve and streamline the contracting process. This review is not intended to resolve substantive disputes under the contract such as change orders, scope, term, etc. The contractor must submit the request in writing to purchasing@sfgov.org. This request shall describe both the nature of the concern and why the process to date is not satisfactory to the contractor. Once all steps are exhausted and upon receipt of the written request, the Panel will review and make recommendations regarding any necessary changes to the policies and procedures or to a department's administration of policies and procedures.

Appendix H

San Francisco Department of Public Health Privacy Policy Compliance Standards

As part of this Agreement, Contractor acknowledges and agrees to comply with the following:

In City's Fiscal Year 2003/04, a DPH Privacy Policy was developed and contractors advised that they would need to comply with this policy as of July 1, 2005.

As of July 1, 2004, contractors were subject to audits to determine their compliance with the DPH Privacy Policy using the six compliance standards listed below. Audit findings and corrective actions identified in City's Fiscal year 2004/05 were to be considered informational, to establish a baseline for the following year.

Beginning in City's Fiscal Year 2005/06, findings of compliance or non-compliance and corrective actions were to be integrated into the contractor's monitoring report.

Item #1: DPH Privacy Policy is integrated in the program's governing policies and procedures regarding patient privacy and confidentiality.

As Measured by: Existence of adopted/approved policy and procedure that abides by the rules outlined in the DPH Privacy Policy

Item #2: All staff who handle patient health information are oriented (new hires) and trained in the program's privacy/confidentiality policies and procedures.

As Measured by: Documentation showing individual was trained exists

Item #3: A Privacy Notice that meets the requirements of the Federal Privacy Rule (HIPAA) is written and provided to all patients/clients served in their threshold and other languages. If document is not available in the patient's/client's relevant language, verbal translation is provided.

As Measured by: Evidence in patient's/client's chart or electronic file that patient was "noticed." (Examples in English, Cantonese, Vietnamese, Tagalog, Spanish, Russian will be provided.)

Item #4: A Summary of the above Privacy Notice is posted and visible in registration and common areas of treatment facility.

As Measured by: Presence and visibility of posting in said areas. (Examples in English, Cantonese, Vietnamese, Tagalog, Spanish, Russian will be provided.)

Item #5: Each disclosure of a patient's/client's health information for purposes other than treatment, payment, or operations is documented.

As Measured by: Documentation exists.

Item #6: Authorization for disclosure of a patient's/client's health information is obtained prior to release (1) to non-treatment providers or (2) from a substance abuse program.

As Measured by: An authorization form that meets the requirements of the Federal Privacy Rule (HIPAA) is available to program staff and, when randomly asked, staff are aware of circumstances when authorization form is needed.

Appendix I

Emergency Response

(Applicable to sites and/or programs located in San Francisco only)

CONTRACTOR will develop and maintain an Agency Disaster and Emergency Response Plan containing Site Specific Emergency Response Plan(s) for each of its service sites operating in San Francisco. The agency-wide plan should address disaster coordination between and among service sites. CONTRACTOR will update the Agency/site(s) plan as needed and CONTRACTOR will train all employees regarding the provisions of the plan for their Agency/site(s). CONTRACTOR will attest on its annual Community Programs' Contractor Declaration of Compliance whether it has developed and maintained an Agency Disaster and Emergency Response Plan, including a site specific emergency response plan for each of its service sites. CONTRACTOR is advised that Community Programs Contract Compliance Section staff will review these plans during a compliance site review. Information should be kept in an Agency/Program Administrative Binder, along with other contractual documentation requirements for easy accessibility and inspection.

In a declared emergency, CONTRACTOR'S employees shall become emergency workers and participate in the emergency response of Community Programs, Department of Public Health. Contractors are required to identify and keep Community Programs staff informed as to which two staff members will serve as CONTRACTOR'S prime contacts with Community Programs in the event of a declared emergency.

Appendix J

THE DECLARATION OF COMPLIANCE

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

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

Date (MM/DD/YY)
6/27/13

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 Carback 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

INSURERS AFFORDING COVERAGE **NAIC #**

INSURED
HealthRIGHT360
1735 Mission Street
San Francisco, CA 94103

INSURER A:	Arch Specialty Insurance Company	11150
INSURER B:	Cypress Insurance Company	10855
INSURER C:	Travelers	19038
INSURER D:	Great American	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.

POLICY LIMITS SHOWN HAVE BEEN ROLLED INTO THIS CLAIM.												
INSR LTR	TYPE OF INSURANCE			ADOL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS			
A	GENERAL LIABILITY			X		NTPKG0068202	07/01/13	07/01/14	EACH OCCURRENCE	\$1,000,000		
	X	COMMERCIAL GENERAL LIABILITY							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000		
		CLAIMS-MADE	X OCCUR						MED EXP (Any one person)	\$ 10,000		
									PERSONAL & ADV INJURY	\$1,000,000		
									GENERAL AGGREGATE	\$3,000,000		
	GEN'L AGGREGATE LIMIT APPLIES PER								PRODUCTS - COMP/OP AGG	\$3,000,000		
		POLICY	PROJECT						LOC		\$	
A	AUTOMOBILE LIABILITY			X		NTAUTO0028002	07/01/13	07/01/14	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000		
	X	ANY AUTO							BODILY INJURY (Per person)	\$		
		ALL OWNED AUTOS	SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$		
	X	HIRED AUTOS	X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	\$		
										\$		
A		UMBRELLA LIAB	X OCCUR			NTUMB0032802	07/01/13	07/01/14	EACH OCCURRENCE	\$3,000,000		
	X	EXCESS LIAB	CLAIMS-MADE						AGGREGATE	\$3,000,000		
		DED	RETENTION						\$	\$		
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			N/A	X	3300064772131	07/01/13	07/01/14	X	NO STATUTORY LIMITS	OTHER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? (Mandatory in N.H.)										E.L. EACH ACCIDENT	1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below										E.L. DISEASE - EA EMPLOYEE	1,000,000
											E.L. DISEASE - POLICY LIMIT	1,000,000
A	Professional Liability					NTPKG0068202	07/01/13	07/01/14	Each claim/aggregate	\$1mm/\$3mm		
A	Excess Professional Liability					NTUMB0032802	07/01/13	07/01/14	Each claim/aggregate	\$3mm/\$3mm		
C	Crime					105642284	07/01/13	07/01/14	Limit	\$10,000,000		
D	Excess Crime					SAA024181702	07/01/13	07/01/14	Limit	\$10,000,000		
A	Sexual Misconduct					NTPKG0068202	07/01/13	07/01/14	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 and County of San Francisco, It's officers, agents & Employees, Office of Contract Management & Compliance is named as additional insured as respects to General Liability & Automobile Liability per attached endorsements. Insurance is primary and non-contributory. Waiver of subrogation applies to Workers Compensation policy - endorsement to follow from carrier.


CERTIFICATE HOLDER

CANCELLATION

City and County of San Francisco
It's officers, agents & Employees
Office of Contract Management & Compliance
101 Grove Street, Room 307
San Francisco, CA 94102

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

AUTHORIZED REPRESENTATIVE



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Additional Insured Person(s) or Organization(s)

City and County of San Francisco, it's officers, agents & Employees, Office of Contract Management & Compliance

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ULTRA AUTO PLUS ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

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

EXTENDED CANCELLATION CONDITION

Paragraph 2.b. of the CANCELLATION Common Policy Condition is replaced by the following:

- b. 60 days before the effective date of cancellation if we cancel for any other reason.

TEMPORARY SUBSTITUTE AUTO - PHYSICAL DAMAGE COVERAGE

Under paragraph C. - CERTAIN TRAILERS, MOBILE EQUIPMENT AND TEMPORARY SUBSTITUTE AUTOS of SECTION 1 - COVERED AUTOS, the following is added:

If Physical Damage coverage is provided by this Coverage Form, then you have coverage for:

Any "auto" you do not own while used with the permission of its owner as a temporary substitute for a covered "auto" you own that is out of service because of its breakdown, repair, servicing, "loss" or destruction.

BROAD FORM NAMED INSURED

SECTION II - LIABILITY COVERAGE - A.1. WHO IS AN INSURED provision is amended by the addition of the following:

- d. Any business entity newly acquired or formed by you during the policy period provided you own 50% or more of the business entity and the business entity is not separately insured for business auto coverage. Coverage is extended up to a maximum of 180 days following acquisition or formation of the business entity. Coverage under this provision is afforded only until the end of the policy period.

BLANKET ADDITIONAL INSURED

SECTION II - LIABILITY COVERAGE - A.1. WHO

IS AN INSURED provision is amended by the addition of the following:

- e. Any person or organization for whom you are required by an "insured contract" to provide insurance is an "insured", subject to the following additional provisions:

- (1) The "Insured Contract" must be in effect during the policy period shown in the Declarations, and must have been executed prior to the "bodily injury" or "property damage".
- (2) This person or organization is an "insured" only to the extent you are liable due to your ongoing operations for that insured, whether the work is performed by you or for you, and only to the extent you are held liable for an "accident" occurring while a covered "auto" is being driven by you or one of your employees.
- (3) There is no coverage provided to this person or organization for "bodily injury" to its employees, nor for "property damage" to its property.
- (4) Coverage for this person or organization shall be limited to the extent of your negligence or fault according to the applicable principles of comparative negligence or fault.
- (5) The defense of any claim or "suit" must be tendered by this person or organization as soon as practicable to all other insurers which potentially provide insurance for such claim or "suit".
- (6) The coverage provided will not exceed the lesser of:
 - (a) the coverage and/or limits of this policy; or

(b) the coverage and/or limits required by the "insured contract".

- (7) A person's or organization's status as an "insured" under this subparagraph ends when your operations for that "insured" are completed.

FELLOW EMPLOYEE COVERAGE - EXECUTIVE OFFICES

Exclusion 5. FELLOW EMPLOYEE of SECTION II - LIABILITY COVERAG - B. EXCLUSIONS is amended by the addition of the following:

This exclusion does not apply to liability incurred by your employees that are executive officers.

PHYSICAL DAMAGE - ADDITIONAL TRANSPORTATION EXPENSE COVERAGE

The first sentence of paragraph A.4 of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to add:

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

AIRBAG COVERAGE

Under paragraph B. - EXCLUSIONS of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

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

LEASE GAP COVERAGE

Under paragraph C - LIMIT OF INSURANCE OF SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

4. the most we will pay for a total "loss" in any on "accident" is the greater of the following, subject to a \$1,500 maximum limit:
 - a. Actual cash value of the damaged or stolen property as of the time of the "loss", less an adjustment for depreciation and physical condition; or
 - b. Balance due under the terms of the loan or lease that the damaged covered "auto" is subject to at the time of the "loss", less any one or all of the following adjustments:

- 1) Overdue payment and financial penalties associated with those payments as of the date of the "loss".
- 2) Financial penalties imposed under a lease due to high mileage, excessive use or abnormal wear and tear.
- 3) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease.
- 4) Transfer or rollover balances from previous loans or leases.
- 5) Final payment due under a "Balloon Loan".
- 6) The dollar amount of any un-repaired damage that occurred prior to the total loss" of a covered "auto".
- 7) Security deposits not refunded by a lessor.
- 8) All refunds payable or paid to you as a result of the early termination of a lease agreement or any warranty or extended service agreement on a covered "auto".
- 9) Any amount representing taxes.
- 10) Loan or lease termination fees.

GLASS REPAIR - WAIVER OF DEDUCTIBLE

Under paragraph d. - DEDUCTIBLE of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

The requirement in LOSS CONDITION 2.a. - DUTIES IN THE EVENT OF ACCIDENT, CLAIMS, SUIT OR LOSS - of SECTION IV - BUSINESS AUTO CONDITIONS that you must notify us of an "accident" applies only when the accident is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership; or
- (3) An executive officer or insurance manager, if you are a corporation.

UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS**SECTION IV – BUSINESS AUTO CONDITIONS – B.2. is amended by the addition of the following:**

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this coverage Form because of such failure. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

RESULTANT MENTAL ANGUISH COVERAGE**SECTION V – DEFINITIONS – C. is replaced by the following:**

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

HIRED AUTO PHYSICAL DAMAGE COVERAGE

If hired "autos" are covered "autos" for Liability coverage and if comprehensive, specified Causes of Loss or collision coverages are provided under this coverage form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire or borrow of the private passenger or light truck (10,000 lbs. Or less gross vehicle weight) type, subject to the following limit.

The most we will pay for loss to any hired "auto" is \$50,000 or actual Cash Value or cost of Repair, whichever is smallest, minus a deductible. The deductible will be equal to the largest deductible applicable to any owned "auto" of the private passenger or light truck type for that coverage. Hired Auto Physical Damage coverage is excess over any other collectible insurance. Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own of the private passenger or light truck type.

HIRED AUTO PHYSICAL DAMAGE COVERAGE – LOSS OF USE**SECTION III – PHYSICAL A.4.b Form does not**

apply.

Subject to a maximum of \$1,000 per accident, we will cover loss of use of a hired "auto" if it results from an accident, you are legally liable and the lessor incurs an actual financial loss.

RENTAL REIMBURSEMENT COVERAGE

A. This coverage applies only to a covered "auto" of the private passenger or light truck (10,000 lbs. Or less gross vehicle weight) type.

B. We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of a covered "loss" to a covered "auto." Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto." No deductible apply to this coverage.

C. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:

1. The number of days reasonably required to repair or replace the covered "auto." If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you.

2. 30 days.

D. Our payment is limited to the lesser of the following amounts:

- 1. Necessary and actual expenses incurred.
- 2. \$50 per day

E. this coverage does not apply while there are spare or reserve "autos" available to you for your operations.

F. If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under the PHYSICAL DAMAGE COVERAGE Coverage Extension.

G. The Rental Reimbursement Coverage described above does not apply to a covered "auto" that is described or designated as a covered "auto" on Rental Reimbursement coverage form CA 99 23

AUDIO, VISUAL AND SATA ELECTRONIC

EQUIPMENT COVERAGE**A. Coverage**

1. We will pay with respect to a covered "auto" for "loss" to any electronic equipment that receives or transmits audio, visual or data signals and that is not designed solely for the reproduction of sound. This coverage applies only if the equipment is permanently installed in the covered "auto" at the time of the "loss" or the equipment is removable from a housing unit which is permanently installed in the covered "auto" at the time of the "loss" or the equipment is removable from a housing unit which is permanently installed in the covered "auto" at the time of the "loss", and such equipment is designed to be solely operated by use of the power from the "auto's" electrical system, in or upon the covered "auto."
2. We will pay with respect to a covered "auto" for "loss" to any accessories used with the electronic equipment described in paragraph A.1. above. However, this does not include tapes, records or discs.
3. If audio, Visual and data Electronic Equipment Coverage form CA 99 60 or CA 99 94 is attached to this policy, then the Audio, visual and Data Electronic Equipment Coverage described above does not apply.

B. Exclusions

The exclusions that apply to PHYSICAL DAMAGE COVERAGE, except for the exclusion relating to Audio, Visual and Data Electronic Equipment, also apply to this coverage. In addition, the following exclusions apply:

We will not pay for wither any electronic equipment or accessories used with such electronic equipment that is:

1. Necessary for the normal operation of the covered "auto" for the monitoring of the covered "auto's" operating system: or
2. Both:
 - a. an integral part of the same unit housing any sound reproducing equipment designed solely for the reproduction of sound if the sound reproducing equipment is permanently

Installed in the covered "auto"; and

- b. permanently installed in the opening of the dash or console normally used by the manufacturer for the installation of a radio.

C. Limit of Insurance

With respect to this coverage, the LIMIT OF INSURANCE provision of PHYSICAL DAMAGE COVERAGE is replaced by the following:

1. The most we will pay for "loss: to audio, visual or data electronic equipment and any accessories used with this equipment as a result of any one "accident" is the lesser of:
 - a. The actual cash value of the damaged or stolen property as of the time of the "loss"; or
 - b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.
 - c. \$1,000
1. an adjustment for depreciation and physical condition will be made in determining actual cash value at the time of the "loss."

If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.

D. Deductible

1. If "loss" to the audio, visual or data electronic equipment or accessories used with this equipment is the result of a "loss" to the covered "auto" under the Business Auto coverage form's Comprehensive or Collision coverage, then for each covered "auto" our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations. Any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" to audio, visual or data electronic equipment caused by fire or lightning.
2. If "loss" to the audio, visual or data electronic equipment or accessories used with this equipment is the result of a "loss" to the covered "auto" under the Business Auto Coverage form's specified Causes of Loss coverage, then for each covered

"auto" our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by a \$100 deductible.

3. If "loss" occurs solely to the audio, visual or data electronic equipment or accessories used with this equipment, then for each covered "auto" our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by a \$100 deductible.

4. In the event that there is more than one applicable deductible, only the highest deductible will apply. In no event will more than one deductible apply.

BLANKET WAIVER OF SUBROGATION

We waive the right of recovery we may have for payments made for "bodily injury" or "property damage" on behalf of the persons or organizations added as "Insureds" under section II - LIABILITY COVERAGE - A.1.D. BROAD FORM NAMED INSURED and A.1.e. BLANKET ADDITION INSURED.

PERSONAL EFFECTS COVERAGE

A. SECTION III-PHYSICAL DAMAGE COVERAGE, A.4. COVERAGE EXTENSIONS, is amended by adding the following:

c. Personal Effects Coverage

For any Owned "auto" that is involved in a covered "loss", we will pay up to \$500 for "personal effects" that are lost or damaged as a result of the covered "loss", without applying a deductible.

B. SECTION V - DEFINITIONS is amended by adding the following:

Q. "Personal effects" means your tangible property that is worn or carried by you, except for tools, jewelry, money, or securities.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT-CALIFORNIA

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 5.00 % of the total policy premium otherwise due on such remuneration subject to a policy maximum charge for all such waivers of 5.00 % of total policy premium.

The minimum premium for this endorsement is \$ 350.00

Schedule**Person or Organization**

City and County of San Francisco
It's officers, agents & Employees
Office of Contract Management & Compliance
101 Grove Street, Room 307
San Francisco, CA 94102

Job Description

All California Operations

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 07/01/2013

Policy No. 3300064772-131

Endorsement No. 1

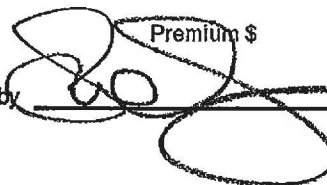
Insured HEALTHRIGHT360

Insurance Company

Cypress Insurance Company

WC 99 04 02B
(Ed 7-07)

Countersigned by

Premium \$


HRC Form 3
Compliance Affidavit

This affidavit must be completed and notarized by the proposer, including a separate form for each joint venture partner.

The completed and notarized affidavit must be returned with the proposal or the proposal may be determined non-responsive and rejected.

1. I declare, before the Notary Public, under penalty of perjury and the laws of California, that I will ensure that my firm complies fully with the provisions of Chapter 12B of the San Francisco Administrative Code; Chapter 12D of the San Francisco Administrative Code and its implementing Rules and Regulations.
2. I acknowledge and am hereby advised that upon a finding of noncompliance with the provisions of Chapter 12B, the City is authorized to impose penalties which may include financial penalties and disqualification from providing goods and services to the City and County of San Francisco for a period not to exceed two years.
3. I acknowledge and am hereby advised that upon a finding of noncompliance with the provisions of Chapter 12D, the City is authorized to impose penalties which may include any of the following: (a) refusal to certify the award of a contract; (b) the suspension of a contract; (c) the withholding of funds; (d) the revision of a contract for material breach of contract; (e) disqualification of my firm from eligibility for providing goods and services to the City and County of San Francisco for a period not to exceed five years.
4. I acknowledge and am advised and hereby agree that if my firm fails to comply in good faith with the provisions of Chapter 12D, my firm shall be liable for liquidated damages for each contract in an amount equal to my firm's net profit on the contract, or 10% of the total amount of the contract or \$1,000, whichever is the greatest. The amount of liquidated damages imposed will be determined by the Director of the HRC after investigation pursuant to Chapter 12D.14C.
5. I acknowledge and agree that any liquidated damages assessed against me by the Director of the HRC shall be payable to the City and County upon demand. I further acknowledge and agree that any liquidated damages assessed may be withheld from any monies due to me on any contract with the City and County of San Francisco.



FORM 3: CMD COMPLIANCE AFFIDAVIT

1. I will ensure that my firm complies fully with the provisions of Chapter 14B of the San Francisco Administrative Code and its implementing Rules and Regulations and attest to the truth and accuracy of all information provided regarding such compliance.
2. Upon request, I will provide the CMD with copies of contracts, subcontract agreements, certified payroll records and other documents requested so the HRC and CMD (as applicable) may investigate claims of discrimination or non-compliance with either Chapter 12B or Chapter 14B.
3. I acknowledge and agree that any monetary penalty assessed against my firm by the Director of the Contract Monitoring Division shall be payable to the City and County of San Francisco upon demand. I further acknowledge and agree that any monetary penalty assessed may be withheld from any monies due to my firm on any contract with the City and County of San Francisco.
4. I declare and swear under penalty of perjury under the laws of the State of California that the foregoing statements are true and correct and accurately reflect my intentions.

Signature of Owner/Authorized Representative: _____

A handwritten signature in black ink, appearing to read "Vitka Eisen", written over a horizontal line.

Owner/Authorized Representative (Print) _____

Vitka Eisen

Name of Firm (Print) _____

HealthRIGHT 360

Title and Position _____

CEO

Address, City, ZIP _____

1735 Mission Street

Federal Employer Identification Number (FEIN): _____

94-6129071

Date: _____

7/17/2013

