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

First Amendment

THIS AMENDMENT (this "Amendment") is made as of July 1, 2021, in San Francisco, California, by and between **Health Right 360** ("Contractor"), and the City and County of San Francisco, a municipal corporation ("City"), acting by and through its Director of the Office of Contract Administration.

Recitals

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

WHEREAS, City and Contractor desire to modify the Agreement on the terms and conditions set forth herein to extend the term, increase contract amount and update standard contractual clauses; and

WHEREAS, the Agreement was competitively procured as required by San Francisco Administrative Code Chapter 21.1 through RFP-16-2019 issued on December 19, 2019 and this modification is consistent therewith; and

WHEREAS, the City's Civil Service Commission approved Contract number 41183-19-20 on February 3, 2020;

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

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

Article 1 Definitions

The following definitions shall apply to this Amendment:

- 1.1 **Agreement.** The term "Agreement" shall mean the Agreement dated January 1, 2021 between Contractor and City.
- 1.2 **Other Terms**. Terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Agreement.

Article 2 Modifications to the Agreement

The Agreement is hereby modified as follows:

- **2.1 Term of the Agreement.** *Section 2 Term of the Agreement currently reads as follows:*
- 2.1 The term of this Agreement shall commence on January 1, 2021 and expire on July 31, 2021, unless earlier terminated as otherwise provided herein.

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

- 2.1 The term of this Agreement shall commence on (i) January 1, 2021 and expire on June 30, 2023, unless earlier terminated as otherwise provided herein.
- **2.2 Compensation.** *Section 3.3.1 Payment currently reads as follows:*
- 3.3.1 Payment. Contractor shall provide an invoice to the City on a monthly basis for Services completed in the immediate preceding month, unless a different schedule is set out in Appendix B, "Calculation of Charges." Compensation shall be made for Services identified in the invoice that the Director of Health, in his or her sole discretion, concludes has been satisfactorily performed. Payment shall be made within 30 calendar days of receipt of the invoice, unless the City notifies the Contractor that a dispute as to the invoice exists. In no event shall the amount of this Agreement exceed Nine Million Nine Hundred Eighty-Seven Thousand Three Hundred Seventy-One Dollars (\$9,987,371). The breakdown of charges associated with this Agreement appears in Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein. A portion of payment may be withheld until conclusion of the Agreement if agreed to by both parties as retainage, described in Appendix B. In no event shall City be liable for interest or late charges for any late payments.

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

- 3.3.1 Payment. Contractor shall provide an invoice to the City on a monthly basis for Services completed in the immediate preceding month, unless a different schedule is set out in Appendix B, "Calculation of Charges." Compensation shall be made for Services identified in the invoice that the Director of Health, in his or her sole discretion, concludes has been satisfactorily performed. Payment shall be made within 30 calendar days of receipt of the invoice, unless the City notifies the Contractor that a dispute as to the invoice exists. In no event shall the amount of this Agreement exceed Forty-Six Million Seven Hundred Sixty-Six Thousand One Hundred Sixty Dollars (\$46,766,160). The breakdown of charges associated with this Agreement appears in Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein. A portion of payment may be withheld until conclusion of the Agreement if agreed to by both parties as retainage, described in Appendix B. In no event shall City be liable for interest or late charges for any late payments.
- **2.3 Getting Paid by the City for Goods and/or Services.** *The following is hereby added to Article 3 of the Agreement, replacing the previous Section 3.3.6 in its entirety.*
- 3.3.6 Getting paid by the City for Goods and/or Services.
- (a) The City and County of San Francisco utilizes the Paymode-X® service offered by Bank of America Merrill Lynch to pay City contractors. Contractor must sign up to receive electronic payments to be paid under this Agreement. To sign up for electronic payments, visit http://portal.paymode.com/city_countyofsanfrancisco.
- (b) At the option of the City, Contractor may be required to submit invoices directly in the City's financial and procurement system (PeopleSoft) via eSettlement. Refer to https://sfcitypartner.sfgov.org/pages/training.aspx for more information on eSettlement. For access to PeopleSoft eSettlement, submit a request through sfgov.org.
- **2.4 Audit and Inspection of Records.** *The following is hereby added to Article 3 of the Agreement, replacing the previous Section 3.4 in its entirety.*
- 3.4 Audit and Inspection of Records.

3.4.1 Contractor agrees to maintain and make available to the City, during regular business hours, accurate books and accounting records relating to its Services. 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 fewer than five years, unless required for a longer duration due to Federal, State, or local requirements of which the City will notify contractor in writing, 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 as conferred upon City by this Section. Contractor shall include the same audit and inspection rights and record retention requirements in all subcontracts.

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 \$750,000 or more in Federal funding per year, from any and all Federal awards, said audit shall be conducted in accordance with 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Said requirements can be found at the following website address: https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl.

- 3.4.2 If Contractor expends less than \$750,000 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.
- 3.4.3 The Director of Public Health or his / her designee may approve a waiver of the audit requirement in Section 3.4.1 above, 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.
- 3.4.4 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.
- **2.5 Payment Terms. Payment Due Date.** *The following is hereby added to Article 3. 8 of the Agreement:*
- **3.8 Payment Terms. Payment Due Date**: Unless City notifies the Contractor that a dispute exists, Payment shall be made within 30 calendar days, measured from (1) the delivery of goods and/or the rendering of services or (2) the date of receipt of the invoice, whichever is later. Payment is deemed to be made on the date on which City has issued a check to Contractor or, if Contractor has agreed to electronic payment, the date on which City has posted electronic payment to Contractor.

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July 1, 2021; 1000018756 P-650 (11-20; DPH 4-18) **2.6 Insurance.** *The following is hereby added to Article 5 of the Agreement, replacing the previous Section 5.1 in its entirety.*

5.1 Insurance

- **5.1.1 Required Coverages.** Insurance limits are subject to Risk Management review and revision, as appropriate, as conditions warrant. 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:
- (a) Commercial General Liability Insurance with limits not less than \$1,000,000 each occurrence for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations.
- (b) 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.
- (c) Workers' Compensation Insurance, in statutory amounts, with Employers' Liability Limits not less than \$1,000,000 each accident, injury, or illness.
- (d) Professional Liability Insurance, applicable to Contractor's profession, with limits not less than \$1,000,000 for each claim with respect to negligent acts, errors or omissions in connection with the Services.
- (e) Technology Errors and Omissions Liability Insurance, with limits of \$1,000,000 for each claim and each loss. The policy shall at a minimum cover professional misconduct or lack of the requisite skill required for the performance of services defined in the Agreement and shall also provide coverage for the following risks:
- (i) Network security liability arising from the unauthorized access to, use of, or tampering with computers or computer systems, including hacker attacks; and
- (ii) Liability arising from the introduction of any form of malicious software including computer viruses into, or otherwise causing damage to the City's or third person's computer, computer system, network, or similar computer related property and the data, software, and programs thereon.
- (f) Cyber and Privacy Insurance with limits of not less than \$2,000,000 per claim. Such insurance shall include coverage for liability arising from theft, dissemination, and/or use of confidential information, including but not limited to, bank and credit card account information or personal information, such as name, address, social security numbers, protected health information or other personally identifying information, stored or transmitted in any form.
 - (g) Reserved. (Pollution Liability Insurance).

5.1.2 Additional Insured Endorsements

- (a) The Commercial General Liability policy must be endorsed to name as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees.
- (b) The Commercial Automobile Liability Insurance policy must be endorsed to name as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees.
 - (c) Reserved. Pollution Auto Liability Insurance Additional Insured Endorsement

5.1.3 Waiver of Subrogation Endorsements

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

5.1.4 Primary Insurance Endorsements

- (a) The Commercial General Liability policy shall provide 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 the insurance applies separately to each insured against whom claim is made or suit is brought.
- (b) The Commercial Automobile Liability Insurance policy shall provide 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 the insurance applies separately to each insured against whom claim is made or suit is brought.
- (c) Reserved. (Pollution Liability Insurance Primary Insured Endorsement). policy shall provide 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 the insurance applies separately to each insured against whom claim is made or suit is brought.

5.1.5 Other Insurance Requirements

- (a) Thirty (30) days' advance written notice shall be provided to the City of cancellation, intended non-renewal, or reduction in coverages, except for non-payment for which no less than ten (10) days' notice shall be provided to City. Notices shall be sent to the City email address: insurance-contractsrm410@sfdph.org.
- (b) 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 Agreement term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies.
- (c) 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.
- (d) 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.
- (e) Before commencing any Services, Contractor shall furnish to City certificates of insurance and additional insured policy endorsements with insurers with ratings comparable to A-, VIII or higher, that are authorized to do business in the State of California, and that are satisfactory to City, in form evidencing all coverages set forth above. Approval of the insurance by City shall not relieve or decrease Contractor's liability hereunder.
- (f) If Contractor will use any subcontractor(s) to provide Services, Contractor shall require the subcontractor(s) to provide all necessary insurance and to name the City and County of San Francisco, its officers, agents and employees and the Contractor as additional insureds.
- **2.7 Termination for Default; Remedies.** *The following is hereby added to Article 8 of the Agreement, replacing the previous Section 8.2.2 in its entirety.*

- 8.2.2. 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, under San Francisco Administrative Code Section 21.33, 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. Under San Francisco Administrative Code Section 10.27, City shall have the right to offset from any amounts due to Contractor under this Agreement or any other agreement between City and Contractor: (i) all damages, losses, costs or expenses incurred by City as a result of an Event of Default; and (ii) any liquidated damages levied upon Contractor pursuant to the terms of this Agreement; and (iii), any damages imposed by any ordinance or statute that is incorporated into this Agreement by reference, or into any other agreement with the City. This Section 8.2.2 shall survive termination of this Agreement.
- **2.8 Slavery Era Disclosure.** The following is hereby added to Article 10 of the Agreement, replacing the previous Section 10.12 in its entirety.
- 10.12 Slavery Era Disclosure. Contractor shall comply with San Francisco Administrative Code Chapter 12Y, San Francisco Slavery Era Disclosure Ordinance, including but not limited to Contractor's affirmative duty to research and disclose evidence of Contractor, its parent or subsidiary entity, or its Predecessor Company's Participation in the Slave Trade or receipt of Profits from the Slave Trade. Contractor is subject to the enforcement and penalty provisions in Chapter 12Y.
- 2.9 Order of Precedence. The following is hereby added to Article 11 of the Agreement, replacing the previous Section 11.13 in its entirety.
- 11.13, Order of Precedence. Contractor agrees to perform the services described below in accordance with the terms and conditions of this Agreement, implementing task orders, the RFP, and Contractor's proposal dated February 10, 2020. The RFP and Contractor's proposal are incorporated by reference as though fully set forth herein. Should there be a conflict of terms or conditions, this Agreement and any implementing task orders shall control over the RFP and the Contractor's proposal. If the Appendices to this Agreement include any standard printed terms from the Contractor, Contractor agrees that in the event of discrepancy, inconsistency, gap, ambiguity, or conflicting language between the City's terms and Contractor's printed terms attached, the City's terms shall take precedence, followed by the procurement issued by the department, Contractor's proposal, and Contractor's printed terms, respectively.
- 2.10 Management of City Data. The following Section 13.4 is hereby added to the Agreement, replacing the previous 13.4 in its entirety.
- 13.4 Management of City Data and Confidential Information.
- 13.4.1 Use of City Data and Confidential Information. Contractor agrees to hold City's Data received from, or collected on behalf of, the City, in strictest confidence. Contractor shall not use or disclose City's Data except as permitted or required by the Agreement or as otherwise authorized in writing by the City. Any work using, or sharing or storage of, City's Data outside the United States is subject to prior written authorization by the City. Access to City's Data must be strictly controlled and limited to Contractor's staff assigned to this project on a need-to-know basis only. Contractor is provided a limited non-exclusive license to use the City Data solely for performing its obligations under the Agreement and not for Contractor's own purposes or later use. Nothing herein shall be construed to confer any license or right to the City Data or Confidential Information, by implication, estoppel or otherwise, under copyright or other intellectual property rights, to any third-party. Unauthorized use of City Data by Contractor, subcontractors or other third-parties is prohibited. For purpose of this requirement, the phrase "unauthorized use" means the data mining or processing of data, stored or transmitted by the service, for commercial purposes, advertising or advertising-related purposes, or for any purpose other than security or service delivery analysis that is not explicitly authorized.

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- 13.4.2 Disposition of Confidential Information. Upon request of City or termination or expiration of this Agreement, and pursuant to any document retention period required by this Agreement, Contractor shall promptly, but in no event later than thirty (30) calendar days, return all data given to or collected by Contractor on City's behalf, which includes all original media. Once Contractor has received written confirmation from City that City's Data has been successfully transferred to City, Contractor shall within ten (10) business days clear or purge all City Data from its servers, any hosted environment Contractor has used in performance of this Agreement, including its subcontractors environment(s), work stations that were used to process the data or for production of the data, and any other work files stored by Contractor in whatever medium. Contractor shall provide City with written certification that such purge occurred within five (5) business days of the purge. Secure disposal shall be accomplished by "clearing," "purging" or "physical destruction," in accordance with National Institute of Standards and Technology (NIST) Special Publication 800-88 or most current industry standard.
- 13.4.3 Protected Health Information. Contractor, all subcontractors, all agents and employees of Contractor and any subcontractor shall comply with all federal and state laws regarding the transmission, storage and protection of all private health information disclosed to Contractor by City in the performance of this Agreement. Contractor agrees that any failure of Contractor to comply with the requirements of federal and/or state and/or local privacy laws shall be a material breach of the Contract. In the event that City pays a regulatory fine, and/or is assessed civil penalties or damages through private rights of action, based on an impermissible use or disclosure of protected health information given to Contractor or its subcontractors or agents by City, Contractor shall indemnify City for the amount of such fine or penalties or damages, including costs of notification. In such an event, in addition to any other remedies available to it under equity or law, the City may terminate the Contract.
- **2.11 Ownership of City Data.** *The following is hereby added to Article 13.5 of the Agreement.*
- **13.5** Ownership of City Data. The Parties agree that as between them, all rights, including all intellectual property rights, in and to the City Data and any derivative works of the City Data is the exclusive property of the City.
- 2.12 Appendices A and A-1 dated 07/01/21 (i.e. July 1, 2021) are hereby added for 2021-22.
- 2.13 Appendices B and B-1 dated 07/01/21 (i.e. July 1, 2021) are hereby added for 2021-22.
- 2.14 Appendix F, Invoices, dated 07/01/21 (July 1, 2021) are hereby added for 2021-22.
- 2.15 Appendix H, Data Access Terms, dated 07/01/21 (July 1, 2021) is hereby added for 2021-22.

Article 3 Effective Date

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

Article 4 Legal Effect

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

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July 1, 2021; 1000018756 P-650 (11-20; DPH 4-18) IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day first mentioned above.

CITY	CONTRACTOR	
Recommended by:	Health Right 360 Docusigned by: Vilka Eisen Vitka Eisen	10/13/2021 6:23 PM PDT
Grant Colfax Director of Health Department of Public Health	Chief Executive Director City Supplier ID: 0000018936	
Approved as to Form:		
Dennis J. Herrera City Attorney		
By: Henry Lifton Deputy City Attorney		
Approved:		
Sailaja Kurella Acting Director of the Office of Contract Administration, and Purchaser		

Appendix A Scope of Services – DPH Behavioral Health Services

1. Terms

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

2. Description of Services

3. Services Provided by Attorneys

1. Terms

A. Contract Administrator:

In performing the Services hereunder, Contractor shall report to **Elizabeth Davis**, Program Manager, Contract Administrator for the City, or his / her designee.

B. Reports:

Contractor shall submit written reports as requested by the City. The format for the content of such reports shall be determined by the City. The timely submission of all reports is a necessary and material term and condition of this Agreement. All reports, including any copies, shall be submitted on recycled paper and printed on double-sided pages to the maximum extent possible.

C. Evaluation:

Contractor shall participate as requested with the City, State and/or Federal government in evaluative studies designed to show the effectiveness of Contractor's Services. Contractor agrees to meet the requirements of and participate in the evaluation program and management information systems of the City. The City agrees that any final written reports generated through the evaluation program shall be made available to Contractor within thirty (30) working days. Contractor may submit a written response within thirty working days of receipt of any evaluation report and such response will become part of the official report.

D. Possession of Licenses/Permits:

Contractor warrants the possession of all licenses and/or permits required by the laws and regulations of the United States, the State of California, and the City to provide the Services. Failure to maintain these licenses and permits shall constitute a material breach of this Agreement.

E. <u>Adequate Resources</u>:

Contractor agrees that it has secured or shall secure at its own expense all persons, employees and equipment required to perform the Services required under this Agreement, and that all such Services

shall be performed by Contractor, or under Contractor's supervision, by persons authorized by law to perform such Services.

F. Admission Policy:

Admission policies for the Services shall be in writing and available to the public. Except to the extent that the Services are to be rendered to a specific population as described in the programs listed in Section 2 of Appendix A, such policies must include a provision that clients are accepted for care without discrimination on the basis of race, color, creed, religion, sex, age, national origin, ancestry, sexual orientation, gender identification, disability, or AIDS/HIV status.

G. San Francisco Residents Only:

Only San Francisco residents shall be treated under the terms of this Agreement. Exceptions must have the written approval of the Contract Administrator.

H. Grievance Procedure:

Contractor agrees to establish and maintain a written Client Grievance Procedure which shall include the following elements as well as others that may be appropriate to the Services: (1) the name or title of the person or persons authorized to make a determination regarding the grievance; (2) the opportunity for the aggrieved party to discuss the grievance with those who will be making the determination; and (3) the right of a client dissatisfied with the decision to ask for a review and recommendation from the community advisory board or planning council that has purview over the aggrieved service. Contractor shall provide a copy of this procedure, and any amendments thereto, to each client and to the Director of Public Health or his/her designated agent (hereinafter referred to as "DIRECTOR"). Those clients who do not receive direct Services will be provided a copy of this procedure upon request.

I. Infection Control, Health and Safety:

- (1) Contractor must have a Bloodborne Pathogen (BBP) Exposure Control plan as defined in the California Code of Regulations, Title 8, Section 5193, Bloodborne Pathogens (http://www.dir.ca.gov/title8/5193.html), and demonstrate compliance with all requirements including, but not limited to, exposure determination, training, immunization, use of personal protective equipment and safe needle devices, maintenance of a sharps injury log, post-exposure medical evaluations, and recordkeeping.
- (2) Contractor must demonstrate personnel policies/procedures for protection of staff and clients from other communicable diseases prevalent in the population served. Such policies and procedures shall include, but not be limited to, work practices, personal protective equipment, staff/client Tuberculosis (TB) surveillance, training, etc.
- (3) Contractor must demonstrate personnel policies/procedures for Tuberculosis (TB) exposure control consistent with the Centers for Disease Control and Prevention (CDC) recommendations for health care facilities and based on the Francis J. Curry National Tuberculosis Center: Template for Clinic Settings, as appropriate.
- (4) Contractor is responsible for site conditions, equipment, health and safety of their employees, and all other persons who work or visit the job site.
- (5) Contractor shall assume liability for any and all work-related injuries/illnesses including infectious exposures such as BBP and TB and demonstrate appropriate policies and procedures for reporting such events and providing appropriate post-exposure medical management as required by State workers' compensation laws and regulations.
- (6) Contractor shall comply with all applicable Cal-OSHA standards including maintenance of the OSHA 300 Log of Work-Related Injuries and Illnesses.

- (7) Contractor assumes responsibility for procuring all medical equipment and supplies for use by their staff, including safe needle devices, and provides and documents all appropriate training.
- (8) Contractor shall demonstrate compliance with all state and local regulations with regard to handling and disposing of medical waste.

J. Aerosol Transmissible Disease Program, Health and Safety:

- (1) Contractor must have an Aerosol Transmissible Disease (ATD) Program as defined in the California Code of Regulations, Title 8, Section 5199, Aerosol Transmissible Diseases (http://www.dir.ca.gov/Title8/5199.html), and demonstrate compliance with all requirements including, but not limited to, exposure determination, screening procedures, source control measures, use of personal protective equipment, referral procedures, training, immunization, post-exposure medical evaluations/follow-up, and recordkeeping.
- (2) Contractor shall assume liability for any and all work-related injuries/illnesses including infectious exposures such as Aerosol Transmissible Disease and demonstrate appropriate policies and procedures for reporting such events and providing appropriate post-exposure medical management as required by State workers' compensation laws and regulations.
- (3) Contractor shall comply with all applicable Cal-OSHA standards including maintenance of the OSHA 300 Log of Work-Related Injuries and Illnesses.
- (4) Contractor assumes responsibility for procuring all medical equipment and supplies for use by their staff, including Personnel Protective Equipment such as respirators, and provides and documents all appropriate training.

K. Acknowledgment of Funding:

Contractor agrees to acknowledge the San Francisco Department of Public Health in any printed material or public announcement describing the San Francisco Department of Public Health-funded Services. Such documents or announcements shall contain a credit substantially as follows: "This program/service/activity/research project was funded through the Department of Public Health, City and County of San Francisco."

L. Client Fees and Third Party Revenue:

- (1) Fees required by Federal, state or City laws or regulations to be billed to the client, client's family, Medicare or insurance company, shall be determined in accordance with the client's ability to pay and in conformance with all applicable laws. Such fees shall approximate actual cost. No additional fees may be charged to the client or the client's family for the Services. Inability to pay shall not be the basis for denial of any Services provided under this Agreement.
- (2) Contractor agrees that revenues or fees received by Contractor related to Services performed and materials developed or distributed with funding under this Agreement shall be used to increase the gross program funding such that a greater number of persons may receive Services. Accordingly, these revenues and fees shall not be deducted by Contractor from its billing to the City, but will be settled during the provider's settlement process.

M. <u>DPH Behavioral Health Services (BHS) Electronic Health Records (EHR)</u> <u>System</u>

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

N. Patients' Rights:

All applicable Patients' Rights laws and procedures shall be implemented.

O. <u>Under-Utilization Reports</u>:

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

P. Quality Improvement:

CONTRACTOR agrees to develop and implement a Quality Improvement Plan based on internal standards established by CONTRACTOR applicable to the SERVICES as follows:

- (1) Staff evaluations completed on an annual basis.
- (2) Personnel policies and procedures in place, reviewed and updated annually.
- (3) Board Review of Quality Improvement Plan.

Q. Working Trial Balance with Year-End Cost Report

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

R. <u>Harm Reduction</u>

The program has a written internal Harm Reduction Policy that includes the guiding principles per Resolution # 10-00 810611 of the San Francisco Department of Public Health Commission.

S. Compliance with Behavioral Health Services Policies and Procedures

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

T. Fire Clearance

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

U. Clinics to Remain Open:

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

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

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

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

V. Compliance with Grant Award Notices:

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

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

2. Description of Services

Contractor agrees to perform the following Services:

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

Detailed description of services are listed below and are attached hereto

Appendix A-1 Fiscal Administrator- Check Writing Services

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

1. Agency and Program Identification

Name: HealthRIGHT360 Fiscal Administrator for BHS and Department of Homeless and

Supportive Housing

Address: 1563 Mission Street

San Francisco, CA 94103

Phone: 415-226-1775

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3. Background

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

- 1) Private Provider Network (PPN)/ Out of Network Provider Reimbursement;
- 2) Residential Care Facilities (RCFs);
- 3) Client wraparound services and related expenses; and
- 4) Emergency Housing/Stabilization Rooms and Related Expenses Workforce and Training and Other Emergent Needs such as Mental Health and Substance Use Disorder consultations, and hospital payments for psychiatric emergency and eating disorders.

The four types of services are described as follows:

A. San Francisco Health Plan Private Provider Network (PPN)/Out of Network Provider Reimbursement:

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

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

BHS needs a fiscal intermediary mechanism to provide payment to several dozen providers, both within San Francisco and out-of-county. Many of these providers are small, home-like operations that are owner-occupied licensed facilities unable to contract with the City and County of San Francisco but who are willing to enter into a Memorandum of Agreement ("MOA") regarding placement of mental health clients at their facility. BHS enters into a MOA with each participating provider and agrees to pay to the provider a daily per diem for each client or bed utilized by mental health clients. Payments are made either monthly or quarterly for services rendered during the previous month or quarter, or in some cases payments are made in advance of services rendered.

- C. <u>Client Wraparound Services and Related Expenses</u>; Workforce and Training; and Emergent Needs BHS needs a FISCAL INTERMEDIARY (CONTRACTOR) to provide check writing and tracking services to support the function of providing client wraparound and related services. These fiscal management services include: direct check writing for services or expenses that will assist in a client's stabilization efforts, such as for emergency housing needs or food, and for non-emergency services such as transportation, clothing, and vocational training. Additionally, consultants are occasionally hired for amounts up to approximately \$10,000 to assist in various efforts related to the service delivery system, which may include work force or specialty training. Finally, there may be miscellaneous related costs that occur from time to time that require check writing to respond to emergent needs.
- D. Emergency Housing/Stabilization Rooms and Related Expenses , including for the Department of Homeless and Supportive Housing (HSH)

The Department requires a fiscal intermediary to provide payment to several providers within San Francisco. These providers are small hotel operators who have entered into a Memorandum of Agreement ("MOA") regarding placement of clients at their buildings for a limited time period. The Department or HSH enters into a MOA with each participating provider and agrees to pay to the provider a monthly rate for a specified number of rooms. Payments are made monthly or quarterly for services rendered during the previous month, or in some cases, payments are made in advance to secure the rooms. Furthermore, housing vouchers and housing subsidies are needed for clients served by four different UCSF programs: SFGH/UCSF case management programs: Citywide Case Management, Crisis Resolution Team (CRT), Emergency Department (ED), and Community Focus are managed through this agreement.

Target populations are clients experiencing homelessness with special needs who are referred by the San Francisco Homeless Outreach Team (SFHOT). This fiscal intermediary service includes managing monthly rental payments for rooms at the Kean, Riviera and Crystal hotels and up to 30 or more additional rooms at other sites identified throughout the year as necessary.

4. Services to be Provided

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

- 1. Private Provider Network (PPN)/ Out of Network Provider Reimbursement;
- 2. Residential Care Facilities (RCFs);
- 3. Client wraparound services and related expenses; and

4. Emergency Housing/Stabilization Rooms and Related Expenses Workforce and Training and Other Emergent Needs such as Mental Health and Substance Use Disorder consultations, and hospital payments for psychiatric emergency and eating disorders.

The FISCAL INTERMEDIARY (CONTRACTOR) will open and maintain a bank account to deposit contract funds, which are paid either weekly or monthly depending upon the type of service being paid for, and the FISCAL INTERMEDIARY (CONTRACTOR) will draw on such bank account funds on a weekly or monthly basis to pay BHS providers. The FISCAL INTERMEDIARY (CONTRACTOR) will not co-mingle BHS funds with non-BHS funds. BHS will require the FISCAL INTERMEDIARY (CONTRACTOR) to have adequate funds in the account(s) prior to writing and distributing checks against the account(s).

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

The price-per-cl	heck shall	be as	follows:
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\$22 per check

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

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

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

GENERAL PROCEDURES:

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

1. Any disagreement about claims, payment inquiries, and other related issues from the providers will be handled and resolved by BHS.

- 2. The FISCAL INTERMEDIARY (CONTRACTOR) will maintain accounting records and disclosures.
- 3. The FISCAL INTERMEDIARY (CONTRACTOR) will adhere to BHS Confidentiality and Privacy requirements of maintaining provider financial information such as provider social security number, tax I.D. number, name, address, etc.
- 4. The FISCAL INTERMEDIARY (CONTRACTOR) will issue checks for claims based on authorized payment requests as submitted by the appropriate BHS Staff. See specific payment procedures for details about turnaround time for writing checks for the three types of BHS services.
- 5. The FISCAL INTERMEDIARY (CONTRACTOR) will be responsible for tracking all payments to each provider. The FISCAL INTERMEDIARY (CONTRACTOR) will keep individual provider's data of Federal ID number, report of monthly payment information, and generate annual Tax Form 1099 where applicable or requested by BHS. A final report (Annual Payment Summary) containing a summary of these 1099 records will be sent to BHS by January 31 of the New Year.
- 6. The FISCAL INTERMEDIARY (CONTRACTOR) will develop and generate contract budget modifications as directed by BHS. The FISCAL INTERMEDIARY (CONTRACTOR) will obtain prior approval from BHS before changing a budget.
- 7. The FISCAL INTERMEDIARY (CONTRACTOR) will comply with audit requirements as pursuant to the contract.
- 8. The FISCAL INTERMEDIARY (CONTRACTOR) will comply with cost report requirements as directed by BHS, including annual settlement and reconciliation procedures.
- 9. The FISCAL INTERMEDIARY (CONTRACTOR) will provide access to financial records and internal back-up documents related to BHS funds as requested by BHS.
- The FISCAL INTERMEDIARY (CONTRACTOR) will provide insurance for liability and malpractice as outlined in the insurance requirements attached. As well as any bonding required by the Dept

PAYMENT PROCEDURES:

Private Practitioners Monthly Payment Procedures:

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

BHS Claims Supervisor will reconcile check amounts against the payment request and Explanation of Benefits (EOBs) and then will mail checks to providers.

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

- 1. BHS will send authorized payment requests once a month to CONTRACTOR, Inc. via encrypted email message and followed by a confidential fax.
- 2. CONTRACTOR will write checks based upon payment requests received and will mail the checks within five business days of receiving the request directly to the RCFs and RCFEs.
- 3. CONTRACTOR will direct all claim and payment questions to BHS for resolution.
- 4. CONTRACTOR will mail a check and a photocopy of the invoice to each residential care provider no later than the 20th day of each month.
- 5. CONTRACTOR will send the following information monthly to the BHS RCNM: a) a profit-loss statement of how much was paid out and a general ledger report, b) a budget vs. actual report, c) a bank statement report, and d) a cost reimbursement report. CONTRACTOR will also prepare an End-of-the-Year reconciliation report.

Client Wraparound Services and All Other Monthly Payment Procedures:

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

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

Department of Homeless and Supportive Housing:

BHS will send requests for payments to the FISCAL INTERMEDIARY (CONTRACTOR) as they
are received by BHS. The FISCAL INTERMEDIARY (CONTRACTOR) will issue and mail checks
within five working/business days from the date the request is received via confidential fax. Original
copy of the request will be mail to FISCAL INTERMEDIARY (Contractor) for record keeping.
Checks will be mailed directly to the provider, or based on separate instructions.

- 2. The FISCAL INTERMEDIARY (CONTRACTOR) will direct all claim and payment questions to the BHS Claims Supervisor or Billing Manager for solution. Hotel operators will not be contacted by FISCAL INTERMEDIARY (CONTRACTOR).
- 3. The FISCAL INTERMEDIARY (CONTRACTOR) will provide record keeping for all funding transactions.
- 4. The FISCAL INTERMEDIARY (CONTRACTOR) will send the following information monthly to the BHS RCNM: a) a profit-loss statement of how much was paid out and a general ledger report, b) a budget vs. actual report, c) a bank statement report, and d) a cost reimbursement report. An End-of-the-Year reconciliation report is also required.

The FISCAL INTERMEDIARY (CONTRACTOR) will pay all expenses approved by the Department of Homeless and Supportive Housing

Reports to be provided by the FISCAL INTERMEDIARY (CONTRACTOR) to BHS/ Department of Homeless and Supportive Housing:

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

Appendix B Calculation of Charges

1. Method of Payment

A. Invoices furnished by CONTRACTOR under this Agreement must be in a form acceptable to the Contract Administrator and the CONTROLLER and must include the Contract Progress Payment Authorization number or Contract Purchase Number. All amounts paid by CITY to CONTRACTOR shall be subject to audit by CITY. The CITY shall make monthly payments as described below. Such payments shall not exceed those amounts stated in and shall be in accordance with the provisions of Section 3.3, COMPENSATION, of this Agreement.

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

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

CONTRACTOR shall submit monthly invoices in the format attached, Appendix \mathbf{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 \mathbf{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 the effective date of this Agreement, contingent upon prior approval by the CITY'S Department of Public Health of an invoice or claim submitted by Contractor, and of each year's revised Appendix A (Description of Services) and each year's revised Appendix B (Program Budget and Cost Reporting Data Collection Form), and

within each fiscal year, the CITY agrees to make an initial payment to CONTRACTOR not to exceed twenty-five per cent (25%) of the General Fund and MHSA Fund of the CONTRACTOR'S allocation for the applicable fiscal year.

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

B. COMPENSATION

Compensation shall be made in monthly payments on or before the 30th day after the DIRECTOR, in his or her sole discretion, has approved the invoice submitted by CONTRACTOR. The breakdown of costs and sources of revenue associated with this Agreement appears in Appendix B, Cost Reporting/Data Collection (CR/DC) and Program Budget, attached hereto and incorporated by reference as though fully set forth herein. The maximum dollar obligation of the CITY under the terms of this Agreement shall not exceed Forty-Six Million Seven Hundred Sixty-Six Thousand One Hundred Sixty Dollars (\$46,766,160) for the period of January 1, 2021 through June 30, 2023.

CONTRACTOR understands that, of this maximum dollar obligation, \$4,187,032 is included as a contingency amount and is neither to be used in Appendix B, Budget, or available to CONTRACTOR without a modification to this Agreement executed in the same manner as this Agreement or a revision to Appendix B, Budget, which has been approved by the Director of Health. CONTRACTOR further understands that no payment of any portion of this contingency amount will be made unless and until such modification or budget revision has been fully approved and executed in accordance with applicable CITY and Department of Public Health laws, regulations and policies/procedures and certification as to the availability of funds by the Controller. CONTRACTOR agrees to fully comply with these laws, regulations, and policies/procedures.

- (1) For each fiscal year of the term of this Agreement, CONTRACTOR shall submit for approval of the CITY's Department of Public Health a revised Appendix A, Description of Services, and a revised Appendix B, Program Budget and Cost Reporting Data Collection form, based on the CITY's allocation of funding for SERVICES for the appropriate fiscal year. CONTRACTOR shall create these Appendices in compliance with the instructions of the Department of Public Health. These Appendices shall apply only to the fiscal year for which they were created. These Appendices shall become part of this Agreement only upon approval by the CITY.
- (2) CONTRACTOR understands that, of the maximum dollar obligation stated above, the total amount to be used in Appendix B, Budget and available to CONTRACTOR for the entire term of the contract is as follows, not withstanding that for each fiscal year, the amount to be used in Appendix B, Budget and available to CONTRACTOR for that fiscal year shall conform with the Appendix A, Description of Services, and a Appendix B, Program Budget and Cost Reporting Data Collection form, as approved by the CITY's Department of Public Health based on the CITY's allocation of funding for SERVICES for that fiscal year.

January 1, 2021 - June 30, 2021	\$7,163,815
July 1, 2021- June 30, 2022	\$17,445,967
July 1, 2022- June 30, 2023	\$17,969,346
January 1, 2021 - July 31, 2023 Contingency	\$4,187,032
TOTAL January 1, 2021 - July 31, 2023	\$46,766,160

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

3. Services of Attorneys

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

4. State or Federal Medi-Cal Revenues

- A. CONTRACTOR understands and agrees that should the CITY'S maximum dollar obligation under this Agreement include State or Federal Medi-Cal revenues, CONTRACTOR shall expend such revenues in the provision of SERVICES to Medi-Cal eligible clients in accordance with CITY, State, and Federal Medi-Cal regulations. Should CONTRACTOR fail to expend budgeted Medi-Cal revenues herein, the CITY'S maximum dollar obligation to CONTRACTOR shall be proportionally reduced in the amount of such unexpended revenues. In no event shall State/Federal Medi-Cal revenues be used for clients who do not qualify for Medi-Cal reimbursement.
- B. CONTRACTOR further understands and agrees that any State or Federal Medi-Cal funding in this Agreement subject to authorized Federal Financial Participation (FFP) is an estimate, and actual amounts will be determined based on actual services and actual costs, subject to the total compensation amount shown in this Agreement."

5. Reports and Services

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

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

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

- A. Comply with all CITY's asset management and reporting requirements, including, but not limited to, providing SFDPH with monthly financial statements to the Chief Financial Officer located at 101 Grove, Room 308, San Francisco, CA 94110.
- B. Provide written notification to SFDPH of any proposed merger negotiations, and obtain City approval of any such proposed merger negotiations prior to executing any documents regarding an intent to enter into merger negotiations or an intent to merge. SFDPH shall respond within thirty (30) business days from the date that CONTRACTOR provides a merger plan to SFDPH.

C. Provide written notification to SFDPH and the Mayor's Office of Housing and Community Development no less than one hundred twenty (120) days prior to any intent to sell or lease CONTRACTOR's properties located at 890 Hayes Street and/or 214 Haight Street, and obtain City's prior written approval of any sale or lease of such properties, which shall not be unreasonably withheld, conditioned, or delayed. Within 30 days of executing this Agreement, CONTRACTOR shall record a notice, substantially in a form acceptable to the City, against the properties located at 890 Hayes Street and/or 214 Haight Street setting forth City's rights and CONTRACTOR's obligations set forth in this Section 6(C).

HealthRIGHT360

Appendix B-1: Fiscal Intermediary Budget and Fee Fiscal Year FY21/22

		Date: 08/1/21			21-22
		Fee \$22 as of 7/1/21	PeopleSoft Charge Codes	Funding Notification #1 August 30, 2021	Amend#1 Aug 30, 2021 July 1, 21-June 30, 22
Division	•	Funding Source	•		
BHS	General Fund	HMHMLT730416	240645-10000-10026703-0001	14,497,000	14,497,000
BHS	General Fund	HMHMCC730515	251984-10000-10001792-0001	807,553	807,553
BHS	Project	HMHMOPMGDCAR-PHMGDC19	251984-17128-10031195-0004	-	-
BHS	Grant	HCHPDTBCTLGR-HCPD211901	251974-10001-10036925-0002	25,000	25,000
BHS	Grant	HMHMRCGRANTS HMM007-1901 CFDA#93.958	251984-10001-10035198-0001	<u>-</u>	-
BHS	Grant	HMHMRCGRANTS HMM007-1901 CFDA#93.958	251984-10001-10036957-0001	54,079	54,079
BHS	Project	HMHMPROP63 PMHS63	251984-17156-10031199-0043	-	-
BHS	Project	HMHMPROP63 PMHS63	251984-17156-10031199-0045	-	-
BHS	Project	HMHMPROP63 PMHS63	251984-17156-10031199-0046	-	-
BHS	Project	HMHMPROP63 PMHS63	251984-17156-10031199-0047	-	-
BHS	Project	HMHMPROP63 PMHS63	251984-17156-10031199-0044	-	-
BHS	Work Order	Work Order	251984-10002-10033255-0005	20,000	20,000
BHS	Project	HMHMPROP63 PMHS63	251984-17156-10031199-0006	460,754	460,754
BHS	Project	HMHMPROP63 PMHS63	251984-17156-10031199-0057	78,000	78,000
BHS	Project	HMHMPROP63 PMHS63	251984-17156-10031199-0058	381,910	381,910
BHS	Project	HMHMPROP63 PMHS63	251984-17156-10031199-0059	15,000	15,000
BHS	Project	HMHMPROP63 PMHS63	251984-17156-10031199-0060	125,000	125,000
BHS	Project	HMHMPROP63 PMHS63	251984-17156-10031199-0061	211,100	211,100
Sub Adu	Ilt MH Total:			16,675,396	16,675,396
		Lunungari	1	-	T
BHS	General Fund	HMHMCP751594	251962-10000-10001670-0001	412,702	412,702
BHS	General Fund	HMHMCP8828CH - Cap MediCal	251962-10000-10001794-0001	110,000	110,000
BHS	Work Order	HMHMCHTBSSWO	251962-10002-10001803-0012	33,572	33,572
BHS	Work Order	HMHMCHTHFCWO	251962-10002-10001803-0013	-	-
BHS	Work Order	HMHMCHPTINWO	251962-10002-10001800-0002	-	-
BHS	Work Order	HMHMCHPTRIWO	251962-10002-10001799-0005	-	-
BHS	Work Order	HMHMPROP63	251984-17156-10031199-0042	-	-
BHS	Work Order	HMHMPROP63	251984-17156-10031199-0056	30,000	30,000
Sub Chil	dren MH Total:			586,274	586,274
BHS	General Fund	HMHSOTHERSGF	240646-10000-10001681-0008	184,297	184,297
	S SA/Check Fees Tot	tal:		184,297	184,297
HUH				,	,
SF HOT	SF Homeless Outre	HOMHOUSINGF	203646-10000-10026739-0001	-	-
Sub HUH	l Total:			0	0
G. Total:				17,445,967	17,445,967

Appendix F Invoices

Appendix F PAGE A Contract ID# 1000018756 INVOICE NUMBER: M03JL21 Contractor: HealthRIGHT360 - CW Template Version Amendment 1 User Cd SFGOV-TBD Address: 1735 Mission St., San Francisco, CA 94103 Ct. PO No.: POHM Tel. No.: (415) 692-8225 Fund Source: 251962-10000-10001670-0001 BHS Fax No.: (415) Invoice Period: July 2021 Funding Term: 07/01/2021 - 06/30/2022 Final Invoice: (Check if Yes) PHP Division: Behavioral Health Services DELIVERED DELIVERED REMAINING TOTAL % OF % OF CONTRACTED THIS PERIOD TO DATE TOTAL **DELIVERABLES** TOTAL Program/Exhibit UOS UDC UOS UDC UOS UDC UOS UDC UDC UOS UDC UOS Monthly Check Writing Unduplicated Counts for AIDS Use Only. **EXPENSES EXPENSES** REMAINING % OF Description BUDGET THIS PERIOD BALANCE TO DATE **BUDGET Total Salaries** 0.00% \$ \$ Fringe Benefits \$ \$ \$ 0.00% \$ Total Personnel Expenses \$ \$ 0.00% \$ Funds for Payment to Providers MH Consultation - Chld GF 53,112.00 \$ \$ 0.00% \$ 53,112.00 MH Consultation - Chld Realignment 84,242.00 \$ \$ \$ 0.00% \$ 84,242.00 122,422.00 \$ Children's Acute Svcs - Chld GF \$ \$ 0.00% \$ 122,422.00 Children's Acute Svcs - Chld Realignment \$ 131,350.00 \$ \$ 0.00% \$ 131,350.00 FMP Wrap Around - Chld GF 2,326.00 \$ \$ 0.00% \$ 2,326.00 Child Crisis - Chld GF 14,250.00 \$ \$ 0.00% \$ 14,250.00 Training-TIS 5,000.00 \$ \$ 0.00% \$ 5,000.00 Total Operating Expenses 412,702.00 \$ 0.00% \$ 412,702.00 \$ \$ 0.00% \$ **Capital Expenditures** TOTAL DIRECT EXPENSES \$ 412,702.00 \$ \$ 0.00% \$ 412,702.00 Indirect Expenses \$ \$ \$ 0.00% \$ TOTAL EXPENSES 412,702.00 \$ \$ 0.00% \$ 412,702.00 Less: Initial Payment Recovery NOTES: Other Adjustments (DPH use only) REIMBURSEMENT I certify that the information provided above is, to the best of my knowledge, complete and accurate; the amount requested for reimbursement is in accordance with the contract approved for services provided under the provision of that contract. Full justification and backup records for those claims are maintained in our office at the address indicated. Signature: Date: Printed Name: Title: Phone: Send to: DPH Authorization for Payment Behavioral Health Services-Budget/ Invoice Analyst 1380 Howard St., 4th Floor San Francisco, CA 94103 Or email to: cbhsinvoices@sfdph.org Authorized Signatory Date

Jul Prepared: 9/17/2021

Appendix F PAGE A

Contract ID# 1000018756

				1000	018	756								
								INVOICE N	IUMBER:	M04JL21]			
Contractor: HealthRIGHT360 - CW								Template \	/ersion	Amendm	ent 1			
Address 4705 Mississ Ct. Con Fassis	- 04 04	100						Ct. PO No.	· DOUM	SFGOV-	TDD		User	Cd
Address: 1735 Mission St., San Francisc	0, CA 94	103			1			CI. PO NO.	. POHIVI	SFGUV-	וסט			
Tel. No.: (415) 692-8225				3HS				Fund Sour	ce:	251984-1	10000-10	0017	92-00)01
Fax No.: (415)					J			Invoice Pe	riod.	July 20	21			
										0 , 20	1			
Funding Term: 07/01/2021 - 06/30/2022								Final Invoid	e:		(0	Check	if Yes	s)
PHP Division: Behavioral Health Service	s													
	TO	TAL	DE	LIVERED	DELIVERED			%	OF	REMA	% OF			
		RACTED		S PERIOD		TO D			TAL		RABLES		ТОТ	
Program/Exhibit	UOS	UDC	UOS	UDC		UOS	UDC	UOS	UDC	UOS	UDC	UC	S	UDC
RCF Monthly Check Writing					-						<u> </u>			
											<u>.</u>			
Unduplicated Counts for AIDS Use Only.														
D windia u				UDOET		EXPEN			INSES		OF			INING
Description Total Salaries			\$	BUDGET -	\$	THIS PE	- RIOD	\$	DATE -	BOD	0.00%	_	BALA	NCE
Fringe Benefits			\$		\$			\$			0.00%			
Total Personnel Expenses			\$	-	\$		-	\$	-		0.00%	\$		-
Funds for Payment to Providers Mission ACT (Adult GF)			\$	212,856.00	\$			\$	_	1	0.00%	¢.	212	2,856.00
Coordinator Case Mgt (Adult GF)		\$	88,264.00			<u> </u>	\$	<u> </u>		0.00%			,264.00
Outcome Project (Adult GF)				31,254.00			-	\$	-		0.00%	_		,254.00
IMD Alter Alternatives (Adult GF)	\$	15,006.00	\$		-	\$	-		0.00%	\$,006.00		
Mobile Crisis (Adult GF)				9,516.00			-	\$	-		0.00%			,516.00
Special Needs (Adult GF)				85,008.00 50,000.00			-	\$	-		0.00%			,008.00
	Managed Care (Adult GF)						-	\$	-		0.00%	-		,000.00
HR360 Fee (Adult GF)			\$	82,000.00	-		-	\$	-		0.00%	•	82	2,000.00
			Ψ		\$			\$			0.00%	>		
Total Operating Expenses			\$	573,904.00	\$		-	\$	-		0.00%	\$	573	,904.00
Capital Expenditures			\$	-	\$		-	\$	-		0.00%	\$		-
TOTAL DIRECT EXPENSES			\$	573,904.00	_		-	\$	-		0.00%		573	,904.00
Indirect Expenses TOTAL EXPENSES			\$	573,904.00	\$		-	\$	-		0.00%		E72	-
Less: Initial Payment Recovery			φ	373,904.00	Φ		-	NOTES:	-	1	0.00%	Φ	3/3	,904.00
Other Adjustments (DPH use only)								INOTES.						
REIMBURSEMENT					\$		-							
I certify that the information provided abo	ve is, to tl	ne best of	my kno	owledge, cor	nple	ete and a	ccurate;	the amount	requested f	or reimburs	sement is	in		
accordance with the contract approved for	r services	provided	l under	the provisior	n of	that conf	tract. Ful	ll justification	and backu	p records f	or those			
claims are maintained in our office at the	address i	ndicated.												
Signature:					_			Date:						
Printed Name:					_				,					
Title:					•			Phone:						
			1		-									
Send to:								DPH Author	zation for F	ayment				
Behavioral Health Services-Budget/ Invo	ice Analys	t												
1380 Howard St., 4th Floor														
San Francisco, CA 94103			1											
Or amail to:			1											
Or email to:							∧uthori-	ed Signator	N/	_		D.	ate	
cbhsinvoices@sfdph.org						4	AUU IOHZ	eu Signator	у			Da	ale	
Jul			_								Prepare	ed: 9/1	7/2021	

Contractor: HealthRIGHT360 - CW

DEPARTMENT OF PUBLIC HEALTH CONTRACTOR COST REIMBURSEMENT INVOICE

Appendix F PAGE A

M06JL21

Amendment 1

INVOICE NUMBER:

Template Version

Contract ID# 1000018756

											-	Hs	ser Cd
Address: 1735 Mission St., San Francisc	co, CA 94	103						Ct. PO No.	: POHM	SFGOV-	ГВD	- 00	ici od
	,				1					054004	7100.10	004405	2222
Tel. No.: (415) 692-8225 Fax No.: (415)				3HS				Fund Sour	ce:	251984-1	17128-100	031195-	0006
1 ax 140 (413)					J			Invoice Pe	riod:	July 20	21		
Funding Term: 07/01/2021 - 06/30/2022								Final Invoid				Check if \	Voc)
Turiding Term. 07/01/2021 - 00/30/2022								i illai ilivoit	ъ.		(JIICK II	165)
PHP Division: Behavioral Health Service	es												
	TO	TAL	DE	LIVERED	DELIVERED			%	OF	REMA	INING	% OF	
		RACTED	THIS PERIOD			TO D			TAL	-	RABLES		OTAL
Program/Exhibit PPN-Adult (Managed Care)	UOS	UDC	UOS	UDC		UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC
													+
Traditions-MD (Managed Care)											<u> </u>		
Unduplicated Counts for AIDS Use Only.													
						EXPE	NSES	EXPE	ENSES	%	OF	REM	MAINING
Description			-	UDGET		THIS P	ERIOD	TO	DATE	BUD	GET		LANCE
Total Salaries			\$	-	\$		-	\$	-		0.00%		-
Fringe Benefits			\$	-	\$		-	\$	-		0.00%		-
Total Personnel Expenses			\$	-	\$		-	\$			0.00%	\$	-
Funds for Payment to Providers													
PPN - Adult - (Managed Care)			\$	52,102.00	\$			\$			0.00%	¢	52,102.00
251984-17128-10031195-	.0006		\$	-	\$			\$			0.00%		52,102.00
Traditions - MD - (Managed Ca			\$	408,652.00	\$			\$			0.00%		08,652.00
251984-17128-10031195-			\$	-	\$		_	\$	_		0.00%		-
			\$	-	\$		-	\$	-		0.00%		-
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			\$	-	\$		-	\$	-		0.00%		-
			\$	-	\$		-	\$	-		0.00%	\$	-
			\$	-	\$		-	\$	-		0.00%	\$	-
Total Operating Expenses				460,754.00	\$		-	\$	-		0.00%		60,754.00
Capital Expenditures			\$	-	\$		-	\$	-		0.00%		-
TOTAL DIRECT EXPENSES				460,754.00	\$		-	\$	-		0.00%		60,754.00
Indirect Expenses TOTAL EXPENSES			\$	460,754.00	\$		-	\$ \$	-		0.00%		60.754.00
Less: Initial Payment Recovery			φ	400,734.00	φ		-	NOTES:	-		0.00%	φ 4	50,754.00
Other Adjustments (DPH use only)								NOTES.					
Carol Adjustmente (B111 des emy)								-					
REIMBURSEMENT					\$		-						
I certify that the information provided aboraccordance with the contract approved for claims are maintained in our office at the Signature:	or services address i	s provided ndicated.	l under	the provisior								in	
Drintad Names					-								
Title:								Phone:					
Send to:			1		_			DPH Author	ization for P	avment			
Behavioral Health Services-Budget/ Invo 1380 Howard St., 4th Floor San Francisco, CA 94103 Or email to:	ice Analys	st						DI II Author	ization for f	aymont			
cbhsinvoices@sfdph.org							Authoriz	ed Signator	У	_		Date	
Jul Jul			_					<u> </u>	-		Prepar	ed. 9/17/20)21

Contract ID#

Appendix F PAGE A

Prepared: 9/17/2021

1000018756 INVOICE NUMBER: M07JL21 Contractor: HealthRIGHT360 - CW Amendment 1 Template Version User Cd Ct. PO No.: POHM SFGOV-TBD Address: 1735 Mission St., San Francisco, CA 94103 Fund Source: 251962-10000-10001794-0001 Tel. No.: (415) 692-8225 **BHS** Fax No.: (415) Invoice Period: July 2021 Funding Term: 07/01/2021 - 06/30/2022 Final Invoice: (Check if Yes) PHP Division: Behavioral Health Services TOTAL DELIVERED DELIVERED % OF REMAINING % OF TO DATE CONTRACTED THIS PERIOD TOTAL **DELIVERABLES** TOTAL UDC UDC UOS UDC Program/Exhibit UOS UDC UOS UDC UOS UOS UOS UDC FMP Wrap Around - Chld Family Mosaic #DIV/0! #DIV/0! Unduplicated Counts for AIDS Use Only. **EXPENSES EXPENSES** % OF REMAINING Description BUDGET THIS PERIOD TO DATE **BUDGET** BALANCE **Total Salaries** \$ 0.00% \$ \$ Fringe Benefits \$ \$ \$ 0.00% \$ -Total Personnel Expenses \$ \$ \$ 0.00% \$ 0.00% Funds for Payment to Providers 0.00% \$ \$ \$ \$ FMP Wrap Around - Chld Family Mosaic 110,000.00 \$ 110,000.00 \$ \$ 0.00% \$ 251962-10000-10001794-0001 \$ \$ 0.00% \$ \$ \$ \$ \$ 0.00% \$ \$ 0.00% Total Operating Expenses 110,000.00 \$ 0.00% 110,000.00 \$ Capital Expenditures 0.00% \$ \$ _ \$ _ \$ TOTAL DIRECT EXPENSES \$ 110,000.00 \$ \$ 0.00% \$ 110,000.00 Indirect Expenses \$ \$ \$ 0.00% \$ TOTAL EXPENSES \$ 110,000.00 \$ \$ 0.00% \$ 110,000.00 Less: Initial Payment Recovery NOTES: Other Adjustments (DPH use only) REIMBURSEMENT I certify that the information provided above is, to the best of my knowledge, complete and accurate; the amount requested for reimbursement is in accordance with the contract approved for services provided under the provision of that contract. Full justification and backup records for those claims are maintained in our office at the address indicated. Signature: Printed Name: Phone: Send to: DPH Authorization for Payment Behavioral Health Services-Budget/ Invoice Analyst 1380 Howard St., 4th Floor San Francisco, CA 94103 Or email to: cbhsinvoices@sfdph.org **Authorized Signatory** Date

Appendix F PAGE A

Contract ID# 1000018756

INVOICE NUMBER: M08JL21 Contractor: HealthRIGHT360 - CW Template Version Amendment 1 User Cd Ct. PO No.: POHM SFGOV-TBD Address: 1735 Mission St., San Francisco, CA 94103 251984-10000-10001792-0001 Tel. No.: (415) 692-8225 **BHS** Fund Source: Fax No.: (415) Invoice Period: July 2021 Funding Term: 07/01/2021 - 06/30/2022 Final Invoice: (Check if Yes) PHP Division: Behavioral Health Services TOTAL **DELIVERED DELIVERED** REMAINING % OF % OF THIS PERIOD TOTAL CONTRACTED **DELIVERABLES** TOTAL TO DATE UDC Program/Exhibit UOS UDC UOS UOS UOS UDC UOS UDC UOS UDC Program Expenses (Adult GF) Unduplicated Counts for AIDS Use Only. **EXPENSES EXPENSES** % OF REMAINING BUDGET THIS PERIOD TO DATE BUDGET **BALANCE** Description **Total Salaries** 0.00% \$ \$ 0.00% \$ Fringe Benefits \$ \$ Total Personnel Expenses \$ 0.00% \$ \$ **Funds for Payment to Providers** Program Expenses (Adult GF) 251984-10000-10001792-0001 30,000.00 \$ 0.00% \$ 30,000.00 \$ Total Operating Expenses 30,000.00 \$ 0.00% \$ 30,000.00 \$ 0.00% \$ **Capital Expenditures** \$ \$ TOTAL DIRECT EXPENSES \$ 30,000.00 \$ 0.00% \$ 30,000.00 Indirect Expenses \$ \$ 0.00% \$ 0.00% \$ 30,000.00 TOTAL EXPENSES \$ 30,000.00 \$ \$ Less: Initial Payment Recovery NOTES: Other Adjustments (DPH use only) REIMBURSEMENT I certify that the information provided above is, to the best of my knowledge, complete and accurate; the amount requested for reimbursement is in accordance with the contract approved for services provided under the provision of that contract. Full justification and backup records for those claims are maintained in our office at the address indicated. Signature: _ Printed Name: _____ Phone: Send to: DPH Authorization for Payment Behavioral Health Services-Budget/ Invoice Analyst 1380 Howard St., 4th Floor San Francisco, CA 94103 Or email to: cbhsinvoices@sfdph.org Authorized Signatory Date Prepared: 9/17/2021

Appendix F

PAGE A Contract ID# 1000018756 M10JL21 INVOICE NUMBER: Contractor: HealthRIGHT360 - CW Template Version Amendment 1 User Cd Ct. PO No.: POHM SFGOV-TBD Address: 1735 Mission St., San Francisco, CA 94103 251962-10002-10001803-0012 Tel. No.: (415) 692-8225 **BHS** Fund Source: Fax No.: (415) Invoice Period: July 2021 Funding Term: 07/01/2021 - 06/30/2022 Final Invoice: (Check if Yes) PHP Division: Behavioral Health Services TOTAL **DELIVERED DELIVERED** REMAINING % OF % OF TOTAL THIS PERIOD **DELIVERABLES** CONTRACTED TO DATE TOTAL Program/Exhibit UOS UDC UOS UDC UOS UOS UDC UOS UDC UOS UDC MH Consultation - HSA WO TBS Shadow Unduplicated Counts for AIDS Use Only. **EXPENSES EXPENSES** % OF REMAINING BUDGET THIS PERIOD TO DATE BUDGET **BALANCE** Description **Total Salaries** 0.00% \$ \$ \$ Fringe Benefits \$ \$ 0.00% \$ Total Personnel Expenses \$ 0.00% \$ \$ Funds for Payment to Providers 33,572.00 \$ MH Consultation - HSA WO TBS Shadow 0.00% \$ 33,572.00 \$ \$ 251962-10002-10001803-0012 \$ 0.00% \$ \$ \$ 0.00% \$ \$ \$ \$ 0.00% \$ \$ \$ \$ \$ \$ 0.00% \$ \$ 0.00% \$ \$ \$ \$ 0.00% \$ \$ \$ \$ 0.00% \$ \$ \$ \$ 0.00% \$ Total Operating Expenses 33,572.00 \$ \$ 0.00% \$ 33,572.00 \$ \$ \$ 0.00% \$ **Capital Expenditures** \$ TOTAL DIRECT EXPENSES \$ 33,572.00 \$ 0.00% \$ 33,572.00 Indirect Expenses \$ \$ 0.00% \$ 0.00% \$ 33,572.00 TOTAL EXPENSES \$ 33,572.00 \$ \$ Less: Initial Payment Recovery NOTES: Other Adjustments (DPH use only) REIMBURSEMENT I certify that the information provided above is, to the best of my knowledge, complete and accurate; the amount requested for reimbursement is in accordance with the contract approved for services provided under the provision of that contract. Full justification and backup records for those claims are maintained in our office at the address indicated. Signature: _ Printed Name: _____ Phone: Send to: DPH Authorization for Payment Behavioral Health Services-Budget/ Invoice Analyst 1380 Howard St., 4th Floor San Francisco, CA 94103 Or email to: cbhsinvoices@sfdph.org Authorized Signatory Date

Jul Prepared: 9/17/2021

Appendix F PAGE A

Contract ID#

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								INVOICE I	NUMBER:	M10AU2				
Contractor: HealthRIGHT360 - CW								Template \	/ersion	Amendm	ent 1		laar Od	
Address: 1735 Mission St., San Francisc	co, CA 94	103						Ct. PO No.	: POHM	SFGOV-	TBD		Jser Cd	
Tel. No.: (415) 692-8225	,		В	HS				Fund Sour	ce:	251962-	10002-10	00180	3-0012	
Fax No.: (415)								Invesion Do		A	0004			
								Invoice Pe	rioa:	August	2021			
Funding Term: 07/01/2021 - 06/30/2022								Final Invoi	ce:		(0	Check i	f Yes)	
PHP Division: Behavioral Health Service	es													
	TO	TAL	DEL	IVERED		DELIVE	ERED	%	OF	REMA	INING		% OF	
5 (5.11)	CONTRACTED			PERIOD		TO D			TAL		RABLES		TOTAL	
Program/Exhibit MH Consultation - HSA WO TBS Shadow	UOS	UDC	UOS	UDC		UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	
50.150.150.150.150														
			•	•						•	•		•	
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Fringe Benefits			\$	-	\$		-	\$	-		0.00%		-	
Total Personnel Expenses			\$	-	\$		-	\$	-		0.00%	\$	-	
Funds for Payment to Providers														
MH Consultation - HSA WO TE		W	\$	33,572.00	\$		-	\$	-		0.00%		33,572.00	
251962-10002-10001803-	0012		\$	-	\$			\$	-		0.00%			
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		\$	-	\$		-	\$	-		0.00%		-		
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			\$	-	\$			\$	-	+	0.00%		-	
			φ		\$		-	\$	-		0.00%	\$	-	
Total Operating Expenses			\$	33,572.00	\$		_	\$	_		0.00%	\$	33,572.00	
Capital Expenditures			\$	-	\$		-	\$	-		0.00%		-	
TOTAL DIRECT EXPENSES			\$	33,572.00	\$		-	\$	-		0.00%		33,572.00	
Indirect Expenses			\$	-	\$		-	\$	-		0.00%	-	-	
TOTAL EXPENSES			\$	33,572.00	\$		-	\$	-		0.00%	\$	33,572.00	
Less: Initial Payment Recovery								NOTES:						
Other Adjustments (DPH use only)														
REIMBURSEMENT					\$		-							
I certify that the information provided aboraccordance with the contract approved for claims are maintained in our office at the	or services	s provided	,	0 /	•				•			in		
Signature:								Date:						
Printed Name:														
Title:								Phone:						
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Behavioral Health Services-Budget/ Invo 1380 Howard St., 4th Floor San Francisco, CA 94103	ice Analys	st												
Or email to: cbhsinvoices@sfdph.org							Authoriz	ed Signato	у	_		Dat	е	
Aug			_								Prepare	ed: 9/17	2021	

Appendix F PAGE A

Contract ID#

				1000	018756		IND (010E N		1440050			
							INVOICE N	IUMBER:	M10SE2	1		
Contractor: HealthRIGHT360 - CW							Template \	ersion	Amendm	ent 1		
Address: 1735 Mission St., San Francisc	o, CA 941	03					Ct. PO No.	: POHM	SFGOV-	TBD	Us	er Cd
Tel. No.: (415) 692-8225			B	HS			Fund Source	ce:	251962-10002-10001803-0012			
Fax No.: (415)				110								<u> </u>
							Invoice Per	riod:	Septem	nber 2021		
Funding Term: 07/01/2021 - 06/30/2022							Final Invoid	e:		((Check if Y	'es)
PHP Division: Behavioral Health Service	s											
	ТО	TAL	DELI	VERED	DELIVE	RED	%	OF	REMA	AINING	%	6 OF
	CONTR	RACTED	THIS	PERIOD	TO D	ATE	ТО	TAL	DELIVE	RABLES	TC	OTAL
Program/Exhibit	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC
MH Consultation - HSA WO TBS Shadow										<u> </u>		
Unduplicated Counts for AIDS Use Only.												
					EXPEN			NSES		OF	REM	IAINING
Description				DGET	THIS PE	RIOD		DATE	BUD	GET		ANCE
Total Salaries			\$	-	\$	-	\$	-		0.00%		-
Fringe Benefits Total Personnel Expenses			\$		\$		\$			0.00%		
Total Fersonnel Expenses			Ψ		Ψ		Ψ			0.0070	Ψ	
Funds for Payment to Providers	i											
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251962-10002-10001803-	0012		\$	-	\$	-	\$	-		0.00%	\$	-
			\$	-	\$	-	\$	-		0.00%		-
			\$	-	\$	-	\$	-		0.00%		-
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			\$	-	\$	-	\$			0.00%	-	-
			\$		\$	<u> </u>	\$	<u> </u>		0.00%		-
			\$	-	\$	-	\$	-		0.00%		-
Total Operating Expenses				33,572.00	\$	-	\$	-		0.00%		33,572.00
Capital Expenditures			\$	<u>-</u>	\$	-	\$	-		0.00%	<u> </u>	-
TOTAL DIRECT EXPENSES				33,572.00	\$	-	\$	-		0.00%		33,572.00
Indirect Expenses TOTAL EXPENSES			\$	33,572.00	\$	-	\$	-		0.00%		33,572.00
Less: Initial Payment Recovery			φ ,	33,372.00	Ψ		NOTES:			0.00 /6	Ψ	33,372.00
Other Adjustments (DPH use only)							INOTES.					
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REIMBURSEMENT					\$	-						
I certify that the information provided abo accordance with the contract approved for claims are maintained in our office at the Signature:	r services address ii	provided ndicated.	under the	e provision	•			•			า	
Printed Name:					_							
Title:					•		Phone:					
Send to:			1				DPH Authori	zation for F	avment			
Behavioral Health Services-Budget/ Invoi 1380 Howard St., 4th Floor San Francisco, CA 94103 Or email to:	ce Analys	t							_			
cbhsinvoices@sfdph.org						Authorize	ed Signator	у	•		Date	

Sep Prepared: 9/17/2021

Appendix F

				Contr	act I	D#						PA	GE A
				1000				INVOICE	NUMBER:	M10OC2	11		
Contractor: Health BIGHT260 CM													
Contractor: HealthRIGHT360 - CW								Template	version	Amendm	enti	Us	er Cd
Address: 1735 Mission St., San Francisc	co, CA 94	103			1			Ct. PO No	o.: POHM	SFGOV-	TBD		
Tel. No.: (415) 692-8225			6	BHS				Fund Sou	ırce:	251962-1	10002-100	001803-0	012
Fax No.: (415)]			Invoice P	eriod·	Octobe	er 2021		
F										00.000	1	21 1 15 2	, ,
Funding Term: 07/01/2021 - 06/30/2022								Final Invo	iice:] ((Check if Y	es)
PHP Division: Behavioral Health Service	S												
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Behavioral Health Services-Budget/ Invoi	ce Analys	t											
1380 Howard St., 4th Floor													
San Francisco, CA 94103													
Or email to:					_								
cbhsinvoices@sfdph.org			Ī		-	-	Authorize	ed Signate	orv			Date	

Oct Prepared: 9/17/2021

Appendix F PAGE A

Contract ID#

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Appendix F PAGE A

Contract ID# 1000018756

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1380 Howard St., 4th Floor San Francisco, CA 94103													
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Appendix F PAGE A

Contract ID#

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Appendix F PAGE A

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Behavioral Health Services-Budget/ Invoi 1380 Howard St., 4th Floor San Francisco, CA 94103 Or email to:	ce Analys	st									•				
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Appendix F PAGE A

Contract ID#

1000018756 INVOICE NUMBER: M10MR22 Contractor: HealthRIGHT360 - CW Template Version Amendment 1 User Cd Address: 1735 Mission St., San Francisco, CA 94103 Ct. PO No.: POHM SFGOV-TBD 251962-10002-10001803-0012 Tel. No.: (415) 692-8225 **BHS** Fund Source: Fax No.: (415) Invoice Period: March 2022 Funding Term: 07/01/2021 - 06/30/2022 Final Invoice: (Check if Yes) PHP Division: Behavioral Health Services **TOTAL** DELIVERED **DELIVERED** REMAINING % OF % OF THIS PERIOD **DELIVERABLES** CONTRACTED TO DATE TOTAL TOTAL Program/Exhibit UOS UDC UOS UDC UOS UOS UDC UOS UDC UOS UDC MH Consultation - HSA WO TBS Shadow Unduplicated Counts for AIDS Use Only. **EXPENSES EXPENSES** % OF REMAINING **BUDGET** THIS PERIOD TO DATE BUDGET **BALANCE** Description Total Salaries 0.00% \$ \$ Fringe Benefits 0.00% \$ \$ \$ Total Personnel Expenses 0.00% \$ \$ \$ Funds for Payment to Providers 33,572.00 \$ MH Consultation - HSA WO TBS Shadow 33,572.00 0.00% \$ 251962-10002-10001803-0012 \$ 0.00% \$ \$ \$ \$ 0.00% \$ \$ \$ \$ 0.00% \$ \$ \$ \$ \$ \$ 0.00% \$ \$ \$ 0.00% \$ \$ \$ 0.00% \$ \$ \$ \$ 0.00% \$ 0.00% \$ \$ \$ 33,572.00 \$ 0.00% \$ 33,572.00 Total Operating Expenses \$ 0.00% \$ Capital Expenditures TOTAL DIRECT EXPENSES \$ 33,572.00 \$ \$ 0.00% \$ 33,572.00 Indirect Expenses \$ \$ 0.00% \$ 0.00% \$ 33,572.00 TOTAL EXPENSES \$ 33,572.00 \$ \$ Less: Initial Payment Recovery NOTES: Other Adjustments (DPH use only) REIMBURSEMENT I certify that the information provided above is, to the best of my knowledge, complete and accurate; the amount requested for reimbursement is in accordance with the contract approved for services provided under the provision of that contract. Full justification and backup records for those claims are maintained in our office at the address indicated. Signature: Printed Name: _____ Phone: Send to: DPH Authorization for Payment Behavioral Health Services-Budget/ Invoice Analyst 1380 Howard St., 4th Floor San Francisco, CA 94103 Or email to: cbhsinvoices@sfdph.org Authorized Signatory Date Mar Prepared: 9/17/2021

Appendix F PAGE A

					act ID# 018756	1						
						_	INVOICE N	IUMBER:	M10AP22	2		
Contractor: HealthRIGHT360 - CW							Template V	ersion	Amendme	ent 1		
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Appendix F PAGE A

Contract ID#

1000018756 INVOICE NUMBER: M10MY22 Contractor: HealthRIGHT360 - CW Template Version Amendment 1 User Cd Address: 1735 Mission St., San Francisco, CA 94103 Ct. PO No.: POHM SFGOV-TBD 251962-10002-10001803-0012 Tel. No.: (415) 692-8225 **BHS** Fund Source: Fax No.: (415) Invoice Period: May 2022 Funding Term: 07/01/2021 - 06/30/2022 Final Invoice: (Check if Yes) PHP Division: Behavioral Health Services **TOTAL** DELIVERED **DELIVERED** REMAINING % OF % OF THIS PERIOD **DELIVERABLES** CONTRACTED TO DATE TOTAL TOTAL Program/Exhibit UOS UDC UOS UDC UOS UOS UDC UOS UDC UOS UDC MH Consultation - HSA WO TBS Shadow Unduplicated Counts for AIDS Use Only. **EXPENSES EXPENSES** % OF REMAINING **BUDGET** THIS PERIOD TO DATE BUDGET **BALANCE** Description Total Salaries 0.00% \$ \$ Fringe Benefits 0.00% \$ \$ \$ Total Personnel Expenses 0.00% \$ \$ Funds for Payment to Providers 33,572.00 \$ MH Consultation - HSA WO TBS Shadow 33,572.00 0.00% \$ 251962-10002-10001803-0012 \$ 0.00% \$ \$ \$ \$ 0.00% \$ \$ \$ \$ \$ \$ 0.00% \$ \$ \$ \$ 0.00% \$ \$ \$ 0.00% \$ \$ \$ 0.00% \$ \$ \$ \$ 0.00% \$ 0.00% \$ \$ \$ 33,572.00 \$ 0.00% \$ 33,572.00 Total Operating Expenses \$ 0.00% \$ Capital Expenditures TOTAL DIRECT EXPENSES \$ 33,572.00 \$ \$ 0.00% \$ 33,572.00 Indirect Expenses \$ \$ 0.00% \$ 0.00% \$ 33,572.00 TOTAL EXPENSES \$ 33,572.00 \$ \$ Less: Initial Payment Recovery NOTES: Other Adjustments (DPH use only) REIMBURSEMENT I certify that the information provided above is, to the best of my knowledge, complete and accurate; the amount requested for reimbursement is in accordance with the contract approved for services provided under the provision of that contract. Full justification and backup records for those claims are maintained in our office at the address indicated. Signature: _ Printed Name: _____ Phone: Send to: DPH Authorization for Payment Behavioral Health Services-Budget/ Invoice Analyst 1380 Howard St., 4th Floor San Francisco, CA 94103 Or email to: cbhsinvoices@sfdph.org Authorized Signatory Date May Prepared: 9/17/2021

Appendix F PAGE A

Contract ID# 1000018756

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Contractor: HealthRIGHT360 - CW								Template V	ersion	Amendm	ent 1	_	User Cd
Address: 1735 Mission St., San Francisc	o, CA 941	03			_			Ct. PO No.	: POHM	SFGOV-	ΓBD		0001 Ou
Tel. No.: (415) 692-8225			В	HS				Fund Source	ce:	251962-1	0002-100	0180	3-0012
Fax No.: (415)								Invoice Per	iod.	June 20	122		
- II										045	ı		
Funding Term: 07/01/2021 - 06/30/2022								Final Invoic	e:		((Check	if Yes)
PHP Division: Behavioral Health Service	s												
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TOTAL DIRECT EXPENSES			\$	33,572.00	\$		-	\$	-		0.00%	\$	33,572.00
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TOTAL EXPENSES			\$	33,572.00	\$		-	\$	-		0.00%	\$	33,572.00
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accordance with the contract approved for claims are maintained in our office at the			under th	e provision	of tha	at contr	act. Full	justification	and backup	records fo	r those		
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Behavioral Health Services-Budget/ Invoi	ce Analys	t											
1380 Howard St., 4th Floor													
San Francisco, CA 94103													
Or email to:										_			
cbhsinvoices@sfdph.org						7	Authorize	ed Signator	y			Da	te
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Contract ID# 1000018756 Appendix F PAGE A

						INVOIC	E NUMB	ER:	M12JL2	1			
Contractor: HealthRIGHT360 - CW						Templat	e Versio	n	Amendn	nent 1			
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Address: 1735 Mission St., San Francis	co, CA 94103					Ct. PO	No.: POH	НМ	SFGOV	-TBD			
Tel. No.: (415) 692-8225						Fund Sc	ource:		251984-	-17156-100	031199	9-006	0
Fax No.: (415)			Bł	4S		lavaiaa l	Dania di		lulu 20	204			
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Program/Exhibit	UOS UDC	_	INISP	PERIOD UDC	TO D UOS	UDC	UOS	TAL UDC	UOS	RABLES UDC	UOS	TOTA	UDC
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Fringe Benefits		\$		-	\$	-	\$	-		0.00%	•		-
Total Personnel Expenses		\$		-	\$	-	\$	-		0.00%	\$		-
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I certify that the information provided aboaccordance with the contract approved for claims are maintained in our office at the Signature:	or services provided un address indicated.	nder	the pro	ovision of t	te and acc							1	
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Send to:		1			•	DI	PH Autho	rization	for Paym	ent			
Behavioral Health Services-Budget/ Invo 1380 Howard St., 4th Floor San Francisco, CA 94103													
Or email to: cbhsinvoices@sfdph.org					Au	thorized	Signato	ry	_		Dat	e	
		_											

Contractor: HealthRIGHT360 - CW

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

DEPARTMENT OF PUBLIC HEALTH CONTRACTOR COST REIMBURSEMENT INVOICE

Contract ID# 1000018756

INVOICE NUMBER:

Template Version

Ct. PO No.: POHM

M13JL21

Amendment 1

SFGOV-TBD

Appendix F PAGE A

User Cd

Tel. No.: (415) 692-8225 Fund Source: 251984-17156-10031199-0058 **BHS** Fax No.: (415) Invoice Period: July 2021 Funding Term: 07/01/2021 - 06/30/2022 Final Invoice: (Check if Yes) PHP Division: Behavioral Health Services DELIVERED DELIVERED REMAINING % OF TOTAL % OF CONTRACTED THIS PERIOD TO DATE **TOTAL DELIVERABLES TOTAL** UOS UOS UDC UDC UDC Program/Exhibit UOS UDC UDC UOS UOS UDC UOS MHSA Adult SF First Client Expenses Unduplicated Counts for AIDS Use Only. **EXPENSES EXPENSES** % OF REMAINING BUDGET BALANCE Description BUDGET THIS PERIOD TO DATE Total Salaries 0.00% \$ \$ \$ \$ Fringe Benefits \$ \$ \$ 0.00% \$ Total Personnel Expenses \$ \$ \$ 0.00% \$ 0.00% Funds for Payment to Providers \$ MHSA Adult SF First Client Expenses 52,000.00 52,000.00 \$ \$ \$ 0.00% \$ 251984-17156-10031199-0058 \$ \$ 0.00% \$ \$ \$ \$ 0.00% \$ 0.00% \$ \$ \$ \$ Total Operating Expenses \$ 52,000.00 \$ \$ 0.00% \$ 52,000.00 0.00% \$ Capital Expenditures \$ \$ \$ TOTAL DIRECT EXPENSES 0.00% \$ \$ 52,000.00 \$ \$ 52,000.00 Indirect Expenses \$ 0.00% \$ \$ \$ 52,000.00 \$ TOTAL EXPENSES \$ 0.00% \$ 52,000.00 \$ Less: Initial Payment Recovery NOTES: Other Adjustments (DPH use only) REIMBURSEMENT \$ I certify that the information provided above is, to the best of my knowledge, complete and accurate; the amount requested for reimbursement is in accordance with the contract approved for services provided under the provision of that contract. Full justification and backup records for those claims are maintained in our office at the address indicated. Date: ____ Signature: Printed Name: Title: Phone: Send to: DPH Authorization for Payment Behavioral Health Services-Budget/ Invoice Analyst 1380 Howard St., 4th Floor San Francisco, CA 94103 Or email to: cbhsinvoices@sfdph.org Authorized Signatory Date Jul Prepared: 9/17/2021

Appendix F

PAGE A Contract ID# 1000018756 M14JL21 INVOICE NUMBER: Contractor: HealthRIGHT360 - CW Template Version Amendment 1 User Cd Ct. PO No.: POHM SFGOV-TBD Address: 1735 Mission St., San Francisco, CA 94103 251984-17156-10031199-0061 Tel. No.: (415) 692-8225 **BHS** Fund Source: Fax No.: (415) Invoice Period: July 2021 Funding Term: 07/01/2021 - 06/30/2022 Final Invoice: (Check if Yes) PHP Division: Behavioral Health Services TOTAL **DELIVERED DELIVERED** REMAINING % OF % OF TOTAL CONTRACTED THIS PERIOD **DELIVERABLES** TO DATE TOTAL Program/Exhibit UOS UDC UOS UDC UOS UOS UDC UOS UDC UOS UDC MHSA WET Trainings Unduplicated Counts for AIDS Use Only. **EXPENSES EXPENSES** % OF REMAINING BUDGET THIS PERIOD TO DATE BUDGET **BALANCE** Description **Total Salaries** 0.00% \$ \$ Fringe Benefits \$ \$ 0.00% \$ Total Personnel Expenses \$ 0.00% \$ \$ Funds for Payment to Providers 50,000.00 \$ MHSA WET Trainings 0.00% \$ 50,000.00 \$ 251984-17156-10031199-0061 \$ \$ 0.00% \$ \$ \$ 0.00% \$ \$ \$ \$ 0.00% \$ \$ \$ \$ \$ \$ 0.00% \$ \$ 0.00% \$ \$ \$ \$ 0.00% \$ \$ \$ \$ 0.00% \$ \$ \$ \$ 0.00% \$ Total Operating Expenses 50,000.00 \$ \$ 0.00% \$ 50,000.00 \$ \$ \$ 0.00% \$ **Capital Expenditures** \$ TOTAL DIRECT EXPENSES \$ 50,000.00 \$ 0.00% \$ 50,000.00 Indirect Expenses \$ \$ 0.00% \$ 0.00% \$ 50,000.00 TOTAL EXPENSES \$ 50,000.00 \$ \$ Less: Initial Payment Recovery NOTES: Other Adjustments (DPH use only) REIMBURSEMENT I certify that the information provided above is, to the best of my knowledge, complete and accurate; the amount requested for reimbursement is in accordance with the contract approved for services provided under the provision of that contract. Full justification and backup records for those claims are maintained in our office at the address indicated. Signature: _ Printed Name: _____ Phone: Send to: DPH Authorization for Payment Behavioral Health Services-Budget/ Invoice Analyst 1380 Howard St., 4th Floor San Francisco, CA 94103 Or email to: cbhsinvoices@sfdph.org Authorized Signatory Date

Appendix F PAGE A

Contract ID#

1000018756 INVOICE NUMBER: M15JL21 Contractor: HealthRIGHT360 - CW Template Version Amendment 1 User Cd Ct. PO No.: POHM SFGOV-TBD Address: 1735 Mission St., San Francisco, CA 94103 281984-17156-10031199-0056 Tel. No.: (415) 692-8225 **BHS** Fund Source: Fax No.: (415) Invoice Period: July 2021 Funding Term: 07/01/2021 - 06/30/2022 Final Invoice: (Check if Yes) PHP Division: Behavioral Health Services TOTAL **DELIVERED DELIVERED** REMAINING % OF % OF TOTAL THIS PERIOD **DELIVERABLES** CONTRACTED TO DATE TOTAL Program/Exhibit UOS UDC UOS UDC UOS UOS UDC UOS UDC UOS UDC FMP Wrap Around - MHSA CYF Unduplicated Counts for AIDS Use Only. **EXPENSES EXPENSES** % OF REMAINING BUDGET THIS PERIOD TO DATE BUDGET **BALANCE** Description **Total Salaries** 0.00% \$ \$ \$ Fringe Benefits \$ \$ 0.00% \$ Total Personnel Expenses \$ 0.00% \$ \$ Funds for payment to providers FMP Wrap Around - MHSA CYF 30,000.00 \$ 30,000.00 281984-17156-10031199-0056 0.00% \$ \$ \$ 0.00% \$ \$ \$ \$ 0.00% \$ \$ \$ \$ \$ \$ 0.00% \$ \$ 0.00% \$ \$ \$ \$ 0.00% \$ \$ \$ \$ 0.00% \$ \$ \$ \$ 0.00% \$ Total Operating Expenses 30,000.00 \$ \$ 0.00% \$ 30,000.00 \$ \$ \$ 0.00% \$ **Capital Expenditures** \$ TOTAL DIRECT EXPENSES \$ 30,000.00 \$ 0.00% \$ 30,000.00 Indirect Expenses \$ \$ 0.00% \$ 0.00% \$ 30,000.00 TOTAL EXPENSES \$ 30,000.00 \$ \$ Less: Initial Payment Recovery NOTES: Other Adjustments (DPH use only) REIMBURSEMENT I certify that the information provided above is, to the best of my knowledge, complete and accurate; the amount requested for reimbursement is in accordance with the contract approved for services provided under the provision of that contract. Full justification and backup records for those claims are maintained in our office at the address indicated. Signature: _ Printed Name: _____ Phone: Send to: DPH Authorization for Payment Behavioral Health Services-Budget/ Invoice Analyst 1380 Howard St., 4th Floor San Francisco, CA 94103 Or email to: cbhsinvoices@sfdph.org Authorized Signatory Date

Prepared: 9/17/2021

INVOICE NUMBER:

M16JL21

Contract ID# 1000018756 Appendix F PAGE A

Contractor: HealthRIGHT360 - C\	N						Template	e Version	Amendr	nent 1		
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Address: 1735 Mission St., San Fra	ancisco, C	A 94103			_		Ct. PO N	o.: POHM	SFGOV	-TBD		
Tel. No.: (415) 692-8225			Bl	HS			Fund So	urce:	251984-	17156-10	0031199	-0058
Fax No.: (415)												
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Total Operating Expenses			\$ 32	9,910.00	\$	-	\$	-		0.00%		9,910.00
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Other Adjustments (DPH use only)												
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I certify that the information provide												
accordance with the contract appro- claims are maintained in our office a				der the pro	OVISION O	that cont	raci. Full	justilication ar	ій раскир	records	or those	
							Data					
Signature:					-		Date:					
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Title:				_		Phone:						
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Behavioral Health Services-Budget 1380 Howard St., 4th Floor	nalyst											
San Francisco, CA 94103												
Or email to:									_			
cbhsinvoices@sfdph.org						Author	ized Signa	atory			Date	
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Appendix F PAGE A

Contract ID# 1000018756 M19JL21 INVOICE NUMBER: Contractor: HealthRIGHT360 - CW Template Version Amendment 1 User Cd Ct. PO No.: POHM SFGOV-TBD Address: 1735 Mission St., San Francisco, CA 94103 251984-17156-10031199-0057 Tel. No.: (415) 692-8225 **BHS** Fund Source: Fax No.: (415) Invoice Period: July 2021 Funding Term: 07/01/2021 - 06/30/2022 Final Invoice: (Check if Yes) PHP Division: Behavioral Health Services **DELIVERED DELIVERED** REMAINING TOTAL % OF % OF TOTAL CONTRACTED THIS PERIOD **DELIVERABLES** TOTAL TO DATE UOS UDC UOS UDC UOS UOS UDC UOS UDC UOS UDC Program/Exhibit MHSA TAY Client Expenses MHSA TAY Program Expenses Unduplicated Counts for AIDS Use Only. **EXPENSES EXPENSES** % OF REMAINING Description BUDGET THIS PERIOD TO DATE BUDGET **BALANCE Total Salaries** 0.00% \$ \$ Fringe Benefits \$ \$ 0.00% \$ Total Personnel Expenses \$ 0.00% \$ \$ Funds for Payment to Providers 35,000.00 \$ MHSA TAY Client Expenses 0.00% \$ 35,000.00 \$ 43,000.00 \$ MHSA TAY Prorgam Expenses \$ 43,000.00 \$ 0.00% \$ 251984-17156-10031199-0057 \$ 0.00% \$ \$ \$ \$ 0.00% \$ \$ \$ \$ \$ \$ 0.00% \$ \$ 0.00% \$ \$ \$ \$ 0.00% \$ \$ \$ \$ 0.00% \$ \$ \$ \$ 0.00% \$ Total Operating Expenses 78,000.00 \$ \$ 0.00% \$ 78,000.00 \$ \$ \$ 0.00% \$ **Capital Expenditures** \$ TOTAL DIRECT EXPENSES \$ 78,000.00 \$ 0.00% \$ 78,000.00 Indirect Expenses \$ \$ 0.00% \$ 0.00% \$ 78,000.00 TOTAL EXPENSES \$ 78,000.00 \$ \$ Less: Initial Payment Recovery NOTES: Other Adjustments (DPH use only) REIMBURSEMENT I certify that the information provided above is, to the best of my knowledge, complete and accurate; the amount requested for reimbursement is in accordance with the contract approved for services provided under the provision of that contract. Full justification and backup records for those claims are maintained in our office at the address indicated. Signature: _ Printed Name: _____ Phone: Send to: DPH Authorization for Payment Behavioral Health Services-Budget/ Invoice Analyst 1380 Howard St., 4th Floor San Francisco, CA 94103 Or email to: cbhsinvoices@sfdph.org Authorized Signatory Date

Appendix F PAGE A

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				1000	010750		INVOICE N	IUMBER:	M20JL21			
Contractor: HealthRIGHT360 - CW							Template \	/ersion	Amendm	ent 1		
Contractor: Treatmixical 17000 - CVV							Template	CISIOII	Amendin	CIIL I	Us	er Cd
Address: 1735 Mission St., San Francisc	o, CA 94	103			1		Ct. PO No.	: POHM	SFGOV-	ГBD		
Tel. No.: (415) 692-8225 Fax No.: (415)			В	HS			Fund Source	ce:	251984-1	7156-10)31199-	0059
Tax Ho (110)					I		Invoice Per	riod:	July 20	21		
Funding Term: 07/01/2021 - 06/30/2022							Final Invoid	e:		((Check if Y	'es)
PHP Division: Behavioral Health Service	s											
	TO	TAL	DELI	VERED	DELIV	ERED	%	OF	REMA	INING	%	6 OF
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Program/Exhibit MHSA Older Adult Expenses	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC
MITON CIGOT NUMBER EXPONECT												
Unduplicated Counts for AIDS Use Only.												
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Fringe Benefits			\$	-	\$	-	\$	-		0.00%	\$	-
Total Personnel Expenses			\$	-	\$	-	\$	-		0.00%	\$	-
Funds for Payment to Providers												
MHSA Older Adult Expenses			\$	15,000.00	\$	_	\$	_		0.00%	\$	15,000.00
251984-17156-10031199-	0059		\$	-	\$	-	\$	-		0.00%		-
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Total Operating Expenses Capital Expenditures			\$	15,000.00	\$		\$	-		0.00%	_	15,000.00
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Indirect Expenses			\$	-	\$	-	\$	-		0.00%		-
TOTAL EXPENSES			\$	15,000.00	\$	-	\$	-		0.00%	\$ ^	15,000.00
Less: Initial Payment Recovery							NOTES:					
Other Adjustments (DPH use only)												
REIMBURSEMENT					\$	-						
I certify that the information provided abo accordance with the contract approved for claims are maintained in our office at the Signature:	or services address i	s provided ndicated.	under th	e provisior							in	
Printed Name:												
Title:					•		Phone:					
Send to:			1			l	DPH Authori	zation for P	ayment			
Behavioral Health Services-Budget/ Invoi 1380 Howard St., 4th Floor San Francisco, CA 94103	ice Analys	st										
Or email to:						Authoriza	ed Signator	v	_		Data	
cbhsinvoices@sfdph.org]			AutilOHZ	eu oignaidh	у			Date	

Appendix F PAGE A

Contract ID#

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Contractor: HealthRIGHT360 - CW							Template \	/ersion	Amendm	nent 1		
Address: 1735 Mission St., San Francis	co, CA 94	103					Ct. PO No.	: РОНМ	SFGOV-	TBD	Us	er Cd
Tel. No.: (415) 692-8225			B	HS			Fund Sour	ce:	251984-	10002-10	033255-	0005
Fax No.: (415)					J		Invoice Do	riod:	July 20	121		
							Invoice Pe	nou.	July 20	21		
Funding Term: 07/01/2021 - 06/30/2022	2						Final Invoid	ce:		((Check if Y	'es)
PHP Division: Behavioral Health Service	es											
	TC	TAL	DEL	VERED	DELIVI	ERED	%	OF	REMA	AINING	%	6 OF
	CONT	RACTED	THIS	PERIOD	TO D	ATE	TC	TAL	DELIVE	RABLES	TO	DTAL
Program/Exhibit	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC
TAY Mental Acedemy WO Program Expens	ses									 		_
	1	ļ.		1			I	I	1			<u>.</u>
Unduplicated Counts for AIDS Use Only.					EXPE	NSES	EXPE	ENSES	%	OF	REM	IAINING
Description			BU	DGET	THIS PI			DATE		GET		_ANCE
Total Salaries			\$	-	\$	-	\$	-		0.00%	\$	-
Fringe Benefits			\$	-	\$	-	\$	-		0.00%		-
Total Personnel Expenses			\$	-	\$	-	\$			0.00%	\$	
Funds for Payment to Providers	3											
TAY Mental Academy WO Pr		penses	\$	20,000.00	\$	-	\$	-		0.00%	\$ 2	20,000.00
251984-10002-10033255			\$	-	\$	-	\$	-		0.00%	\$	-
			\$	-	\$	-	\$	-		0.00%		-
			\$	-	\$	-	\$	-		0.00%		-
			\$		\$	-	\$	-		0.00%		-
			\$	-	\$		\$			0.00%		
			\$	-	\$	-	\$	-		0.00%		-
			\$	-	\$	-	\$	-		0.00%	\$	-
Total Operating Expenses			\$	20,000.00	\$		\$	_		0.00%	\$ 1	20,000.00
Capital Expenditures			\$	-	\$		\$			0.00%		-
TOTAL DIRECT EXPENSES				20,000.00	\$	-	\$	-		0.00%	\$ 2	20,000.00
Indirect Expenses			\$	-	\$	-	\$	-		0.00%		-
TOTAL EXPENSES			\$	20,000.00	\$	-	\$	-		0.00%	\$ 2	20,000.00
Less: Initial Payment Recovery Other Adjustments (DPH use only)							NOTES:					
Other Aujustments (DFTT use only)							1					
REIMBURSEMENT					\$	-						
I certify that the information provided aboaccordance with the contract approved for claims are maintained in our office at the Signature: Printed Name: Title:	or service: address	s provided indicated.	d under th	e provisior			l justification		ıp records f	for those		
Send to:			1				DPH Author	ization for F	Payment			
Behavioral Health Services-Budget/ Invo 1380 Howard St., 4th Floor San Francisco, CA 94103	vice Analys	st										
Or email to: cbhsinvoices@sfdph.org						Authorize	ed Signator	ТУ	_		Date	

Appendix F PAGE A

Contract ID#

					018756	1						
						_	INVOICE N	IUMBER:	M22JL21			
Contractor: HealthRIGHT360 - CW							Template \	/ersion	Amendm	ent 1		
Address: 1735 Mission St., San Francisc	co, CA 94°	103					Ct. PO No.	: POHM	SFGOV-	ГВО	Us	er Cd
Tel. No.: (415) 692-8225			В	HS			Fund Source		251984-1		131100_0	0061
Fax No.: (415)				по			Tuna ooun				751155-0	5001
							Invoice Per	riod:	July 202	21		
Funding Term: 07/01/2021 - 06/30/2022							Final Invoid	e:		(0	Check if Y	es)
PHP Division: Behavioral Health Service	es											
	ТО	TAL	DEL	IVERED	DELIV	ERED	%	OF	REMA	INING	%	OF
	CONTR	RACTED	THIS	PERIOD	TOE	DATE	ТО	TAL	DELIVE	RABLES	TC	TAL
Program/Exhibit	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC
BHS Trainings												
	I.	I		L	l		1			ı		I.
Unduplicated Counts for AIDS Use Only.					EYDE	NSES	EYDE	NSES	% (∩F	REM	AINING
Description			BU	IDGET	THIS P			DATE	BUD			ANCE
Total Salaries			\$	-	\$	-	\$	-		0.00%		-
Fringe Benefits			\$	-	\$	-	\$	-		0.00%		-
Total Personnel Expenses			Ф	-	Ф		φ			0.00%	Þ	-
Funds for Payment to Providers												
BHS Trainings				100,000.00	\$	-	\$	-		0.00%		00,000.00
251984-17156-10031199-		\$	-	\$	-	\$	-		0.00%		-	
		\$	-	\$	-	\$	-		0.00%		-	
			\$		\$	-	\$	-		0.00%		-
			\$	_	\$		\$			0.00%	•	
			\$	-	\$	_	\$	_		0.00%	•	_
			\$	-	\$	-	\$	-		0.00%	\$	-
			\$	-	\$	-	\$	-		0.00%	\$	-
Total Operating Expenses			\$ 1	00,000.00	\$		\$			0.00%	¢ 10	00,000.00
Capital Expenditures			\$	-	\$		\$	<u> </u>		0.00%		-
TOTAL DIRECT EXPENSES				00,000.00	\$	-	\$	-		0.00%		00,000.00
Indirect Expenses			\$	-	\$	-	\$	-		0.00%		-
TOTAL EXPENSES			\$ 1	00,000.00	\$	-	\$	-		0.00%	\$ 10	00,000.00
Less: Initial Payment Recovery							NOTES:					
Other Adjustments (DPH use only)							1					
REIMBURSEMENT					\$	-						
I certify that the information provided abo	we is to th	ne hest of	my knov	vledae con	nnlete and	accurate: t	he amount i	reauseted f	or reimbure	ement is	in	
accordance with the contract approved for claims are maintained in our office at the	or services	provided										
Signature:							Date:					
Printed Name:												
Title:							Phone:					
Send to:			1		•		DPH Authori	zation for F	Payment			
Behavioral Health Services-Budget/ Invo 1380 Howard St., 4th Floor San Francisco, CA 94103	ice Analys	t										
Or email to: cbhsinvoices@sfdph.org						Authorize	ed Signator	у	_		Date	
Jul			J							Prepare	ed: 9/17/20	21

Appendix F PAGE A

				Contr									OL /\
				10000)187	56		INVOICE I	NUMBER:	M23JL21			
Contractor: HealthRIGHT360 - CW								Template	Version	Amendm	ent 1		
Address 4725 Mississ Ct. Con Francis	CA 04	100						Ct. PO No		SFGOV-		Us	er Cd
Address: 1735 Mission St., San Francis	sco, CA 94	103						CI. PO NO	POHIVI	SFGOV-	ТВО		
Tel. No.: (415) 692-8225 Fax No.: (415)			В	HS				Fund Sour	ce:	251984-1	17156-100)31199-()061
(110)								Invoice Pe	riod:	July 20	21		
Funding Term: 07/01/2021 - 06/30/202	2							Final Invoi	ce.		((Check if Y	'es)
PHP Division: Behavioral Health Service													<u></u>
	ТО	TAL	DELI	VERED		DELIVE	RED	%	OF .	REMA	INING	%	6 OF
		RACTED		PERIOD		TO DA			OTAL		RABLES		OTAL
Program/Exhibit MHSA Staff Wellness	UOS	UDC	UOS	UDC	L	JOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC
WINDA Stall Welliess	1												
Unduplicated Counts for AIDS Use Only	,			l.		И.		1	•	.			
oridaplicated dounts for AIDO ose Offig	•					EXPEN	SES	EXP	ENSES	%	OF	REM	AINING
Description			BU	DGET	-	THIS PE	RIOD	ТО	DATE	BUD	GET	BAL	ANCE
Total Salaries			\$	-	\$		-	\$	-		0.00%		
Fringe Benefits			\$	-	\$		-	\$	-		0.00%		
Total Personnel Expenses			\$	-	\$		-	\$	-		0.00%	\$	-
Funds for Payment to Providers													
MHSA Staff Wellness			\$	50,000.00	\$			\$	_		0.00%	\$ 5	50,000.00
251984-17156-10031199	1_0061		\$	-	\$			\$			0.00%		-
201004-17100-10001100	7-0001		\$	-	\$			\$			0.00%		
			\$		\$		_	\$	_		0.00%		_
			\$	-	\$		_	\$	_		0.00%		_
			\$	-	\$		-	\$			0.00%	\$	-
			\$	-	\$		-	\$	-		0.00%		-
			\$	-	\$		-	\$	-		0.00%	\$	-
			\$	-	\$		-	\$	-		0.00%	\$	-
Total Operating Expenses			\$:	50,000.00	\$			\$	_		0.00%	\$ 5	50,000.00
Capital Expenditures			\$	-	\$			\$			0.00%		-
TOTAL DIRECT EXPENSES				50,000.00	\$			\$			0.00%	•	50,000.00
Indirect Expenses			\$	-	\$		_	\$	_		0.00%	\$	-
TOTAL EXPENSES				50,000.00	\$		-	\$	-		0.00%		50,000.00
Less: Initial Payment Recovery								NOTES:		•			
Other Adjustments (DPH use only)								1					
REIMBURSEMENT					\$		-						
certify that the information provided ab accordance with the contract approved claims are maintained in our office at the	for services	s provided	-	-	•							in	
Signature:								Date:					
Printed Name:					•								
Title:								Phone:					
Send to:]					DPH Author	ization for F	Payment			
Behavioral Health Services-Budget/ Invi 1380 Howard St., 4th Floor San Francisco, CA 94103	oice Analys	st											
Or email to: cbhsinvoices@sfdph.org						Α	Authorize	ed Signato	ry	_		Date	

INVOICE NUMBER:

M30JL21

Contract ID# 1000018756 Appendix F PAGE A

Contractor: HealthRigh 1360 - CV	V							rempiate	version	Amendr	nent i		
Address: 1735 Mission St., San Fra	ncisco, C	A 94103			ı			Ct. PO No	o.: POHM	SFGOV	-TBD	Us	er Cd
Tel. No.: (415) 692-8225 Fax No.: (415)			В	HS				Fund Sou	rce:	240645	-10000-10	0026703-	0001
an iiii (iii)								Invoice Pe	eriod:	July 20	021		
Funding Term: 01/01/2021- 06/30/2	021							Final Invo	ice:			Check if \	'es)
PHP Division: Behavioral Health Se	rvices												
	_	TAL		VERED		ELIVE			% OF		AINING		OF.
Program/Exhibit	UOS	UDC	UOS	PERIOD UDC	UOS	TO DA	UDC	UOS	OTAL UDC	UOS	RABLES	UOS	DTAL UDC
Adult RCF/E and SNF Beds (LT)		020				_		000			020		020
Unduplicated Counts for AIDS Use Only	<u>'</u>					-							
Description			BU	DGET		XPEN			PENSES DATE		OF DGET	BAL	AINING ANCE
Total Salaries Fringe Benefits			\$	-	\$		-	\$ \$	-		0.00%		-
Total Personnel Expenses			\$	-	\$		-	\$	-		0.00%	•	-
<u>-</u>											0.000/		
Funds for Payment to Providers Adult RCF/E and SNFI Beds			\$ \$ 14,4	97,000.00	\$			\$			0.00%		97,000.00
240645-10000-10026703			\$	- -	\$		-	\$	-		0.00%		-
			\$	-	\$		-	\$	-		0.00%		-
			\$	-	\$		-	\$			0.00%	\$ \$	
			\$		\$		-	\$	-		0.00%		-
			\$	-	\$		-	\$	-		0.00%	\$	-
Total Operating Expenses			\$ 14,4	97,000.00	\$			\$			0.00%	\$ 14.4	97,000.00
Capital Expenditures			\$	-	\$		-	\$	-		0.00%	\$	-
TOTAL DIRECT EXPENSES				97,000.00			-	\$	-		0.00%		97,000.00
Indirect Expenses TOTAL EXPENSES			\$ \$ 14.4	97,000.00	\$		-	\$ \$	-		0.00% 0.00%		97,000.00
Less: Initial Payment Recovery			Ψ,.	0.,000.00	Ψ			NOTES:			0.0070	Ψ,	,
Other Adjustments (DPH use only)													
REIMBURSEMENT					\$			-					
certify that the information provided aboaccordance with the contract approved for claims are maintained in our office at the Signature:	or services	provided											
Printed Name:													
Title:					1			Phone:					
Send to:								DPH Auth	orization for	Payment			
Behavioral Health Services-Budget/ 1380 Howard St., 4th Floor San Francisco, CA 94103 Or email to:	Invoice A	nalyst											
cbhsinvoices@sfdph.org							Authoriz	zed Signat	ory	-		Date	
Jul			•								Prepare	d: 9/17/202	21

Appendix F

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				1000									
								INVOICE N	IUMBER:	M32JL21			
Contractor: HealthRIGHT360 - CW								Template \	ersion/	Amendm	ent 1		
Address: 1735 Mission St., San Franc	isco. CA 94	103						Ct. PO No.	: РОНМ	SFGOV-	ТВD	Use	er Cd
Tel. No.: (415) 692-8225	,			ше				Fund Sour	20.	251094 1	17156-100	21100 (2061
Fax No.: (415)				BHS				Fulla Soul	Je.			731199-0	J00 I
								Invoice Per	riod:	July 20	21		
Funding Term: 07/01/2021 - 06/30/20	22							Final Invoid	e:		(0	Check if Y	es)
PHP Division: Behavioral Health Servi	ces												
	TC	TAL	DE	LIVERED		DELIVE	RED	%	OF	REMA	INING	%	OF
		RACTED		S PERIOD		TO DA			TAL	DELIVE			TAL
Program/Exhibit Training - Interms	UOS	UDC	UOS	UDC	U	JOS	UDC	UOS	UDC	UOS	UDC	UOS	UDC
Truming - merms													
Unduplicated Counts for AIDS Use On	lv												
	.,.					EXPEN			NSES		OF		AINING
Description Total Salarias				UDGET	_	THIS PE	RIOD	1	DATE	BUD			ANCE
Total Salaries Fringe Benefits			\$	<u> </u>	\$		<u> </u>	\$	<u>-</u>		0.00%		<u> </u>
Total Personnel Expenses			\$	-	\$		-	\$	-		0.00%		_
Funds for Payment to Providers													
Training - Interms			\$	11,100.00	\$			\$	_		0.00%	\$ 1	1,100.00
251984-17156-1003119	9-0061		\$	-	\$		-	\$	-		0.00%		-
			\$	-	\$		-	\$	-		0.00%		-
			\$	-	\$		-	\$	-		0.00%		-
			\$	-	\$		-	\$	-		0.00%		-
			\$		\$		-	\$			0.00%		
			\$	-	\$		_	\$	_		0.00%		_
			\$	-	\$		-	\$	-		0.00%		-
Total Operating Expenses			\$	11,100.00	\$		_	\$			0.00%	\$ 1	1,100.00
Capital Expenditures			\$	-	\$		-	\$	_		0.00%		-
TOTAL DIRECT EXPENSES			\$	11,100.00	\$		-	\$	-		0.00%	\$ 1	1,100.00
Indirect Expenses			\$	-	\$		-	\$	-		0.00%		-
TOTAL EXPENSES			\$	11,100.00	\$		-	\$	-		0.00%	\$ 1	1,100.00
Less: Initial Payment Recovery Other Adjustments (DPH use only)								NOTES:					
Cuter Adjustments (El 11 dec only)													
REIMBURSEMENT					\$		-						
I certify that the information provided a	bove is, to t	he best of	my kno	wledge, con	nplete	e and a	ccurate; t	the amount i	equested 1	for reimburs	ement is	in	
accordance with the contract approved													
claims are maintained in our office at t	ne address	indicated.											
Signature:								Date:					
Printed Name:					_								
Title:								Phone:					
Send to:			1		•		[DPH Authori	zation for F	Payment			
Behavioral Health Services-Budget/ In	voice Analy	st								,			
1380 Howard St., 4th Floor													
San Francisco, CA 94103													
Or email to:										_			
cbhsinvoices@sfdph.org							Authorize	ed Signator	у	_		Date	

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Contract ID# 1000018756

				1000	018	756							
								INVOICE I	NUMBER:	M43JL21			
Contractor: HealthRIGHT360 - CW								Template	Version	Amendm	ent 1		
Address: 1735 Mission St., San Francisc	o CA 04	102						Ct. PO No	· DOHM	SFGOV-	TRD	ι	Jser Cd
Address. 1733 Mission St., San Flancisc	0, CA 94	103			1			Ct. 1 C No	I OI IIVI	31 00 4-	100		
Tel. No.: (415) 692-8225 Fax No.: (415)			E	BHS				Fund Sour	ce:	251984-1	10000-100	00179	2-0001
					•			Invoice Pe	riod:	July 20	21		
Funding Term: 07/01/2021 - 06/30/2022								Final Invoi	ce:		(0	Check i	f Yes)
PHP Division: Behavioral Health Services	S												
	ТО	TAL	DE	LIVERED		DELIVE	RED	9/	OF	REMA	INING		% OF
	CONTR	RACTED	THIS	S PERIOD		TO DA	ATE	TO	TAL	DELIVE	RABLES		TOTAL
Program/Exhibit	UOS	UDC	UOS	UDC		UOS	UDC	UOS	UDC	UOS	UDC	UOS	S UDC
UC Dept of Psychiatry-Subsidies (Adult GF))									1			
					<u> </u>								
Unduplicated Counts for AIDS Use Only.													
						EXPEN			ENSES		OF		MAINING
Description				UDGET	_	THIS PE	RIOD		DATE	BUD			ALANCE
Total Salaries Fringe Benefits			\$	-	\$		-	\$	-		0.00%		-
Total Personnel Expenses			\$		\$			\$			0.00%		
Total I croomer Expenses			ΙΨ		Ψ			T T			0.0070	Ψ	
Funds for Payment to Providers													
UC Dept of Psychiatry-Subsidy (A	dult-GF)												
251984-10000-10001792-0			\$	145,000.00	\$		-	\$	-		0.00%	\$	145,000.00
			\$	-	\$		-	\$	-		0.00%	\$	-
			\$	-	\$		-	\$	-		0.00%	\$	-
			\$	-	\$		-	\$	-		0.00%	\$	-
			\$	-	\$		-	\$	-		0.00%		-
			\$	-	\$		-	\$	-		0.00%		-
			\$	-	\$		-	\$	-		0.00%	\$	-
			\$	-	\$		-	\$	-		0.00%	\$	-
Total Onevating Evenence			¢ .	145,000.00	\$			\$			0.00%	Φ	145,000.00
Total Operating Expenses			\$	145,000.00	\$		-	\$	-		0.00%		145,000.00
Capital Expenditures TOTAL DIRECT EXPENSES			_	145,000.00	\$			\$			0.00%		145,000.00
Indirect Expenses			\$	143,000.00	\$			\$			0.00%		143,000.00
TOTAL EXPENSES				145,000.00			_	\$	_		0.00%		145,000.00
Less: Initial Payment Recovery				,	T			NOTES:					,
Other Adjustments (DPH use only)								1.0.20.					
, , , , , , , , , , , , , , , , , , , ,								1					
REIMBURSEMENT					\$		-						
I certify that the information provided above accordance with the contract approved for claims are maintained in our office at the	r services	s provided										in	
Signature:								Date:					
Printed Name:													
Title:								Phone:					
Send to:			1					DPH Author	ization for F	ayment			
Behavioral Health Services-Budget/ Invoid 1380 Howard St., 4th Floor San Francisco, CA 94103 Or email to:	ce Analys	st											
cbhsinvoices@sfdph.org					_	,	Authorize	ed Signato	ry	_		Dat	e
									-				
Jul											Prepare	ed: 9/17	/2021

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Contract ID# 1000018756

				10000	0187	756							
							_	INVOICE	NUMBER:	M47JL21			
Contractor: HealthRIGHT360 - CW								Template	Version	Amendm	ent 1		
Address: 1735 Mission St., San Francis	co CA 94	103						Ct. PO No	.: POHM	SFGOV-	TBD	U	ser Cd
Fel. No.: (415) 692-8225			В	ПС				Fund Sou			10000-100	nn1702	-0001
Fax No.: (415)			Ь	HS				i una sou	ice.	231904-	10000-100	001792	-0001
					_			Invoice Pe	eriod:	July 20	21		
Funding Term: 07/01/2021 - 06/30/2022	2							Final Invo	ice:		(0	check if	Yes)
PHP Division: Behavioral Health Service	es												
	ТО	TAL	DEL	IVERED		DELIVE	RED	9	6 OF	REMA	INING	(% OF
Program/Exhibit	CONTE	RACTED UDC	THIS	PERIOD UDC	Η.	TO DA	UDC	UOS	OTAL UDC	DELIVE	RABLES UDC	UOS	OTAL UDC
raining	003	ODC	003	ODC	<u> </u>	003	ODC	003	ODC	003	ODC	003	ODC
Jnduplicated Counts for AIDS Use Only													
<u> </u>						EXPEN			ENSES		OF		MAINING
Description			-	DGET	_	THIS PE	RIOD		DATE	BUD			LANCE
Total Salaries Fringe Benefits			\$		\$		-	\$			0.00%		-
otal Personnel Expenses			\$		\$			\$			0.00%	•	
our resonner Expenses			Ī		Ψ			I V			0.0070	Ψ	_
Funds for Payment to Providers													
Training - SOC			\$.	40,603.00	\$		-	\$	-		0.00%	\$	40,603.00
Training - CME			\$	18,046.00	\$		-	\$	-		0.00%		18,046.00
Training - Psychiatry Medical Sta	ff		\$	-	\$		-	\$	_		0.00%		-
<u> </u>			\$	-	\$		-	\$	_		0.00%	•	-
			\$	-	\$		-	\$	_		0.00%		-
			\$	-	\$		-	\$	_		0.00%		-
			\$	-	\$		-	\$	_		0.00%		-
			\$	-	\$		-	\$	_		0.00%		-
			\$	-	\$		_	\$	_		0.00%		_
otal Operating Expenses			\$	58,649.00	\$		-	\$	-		0.00%	\$	58,649.00
Capital Expenditures			\$	-	\$		-	\$	-		0.00%	\$	-
OTAL DIRECT EXPENSES			\$	58,649.00	\$		-	\$	-		0.00%	\$	58,649.00
Indirect Expenses			\$	-	\$		-	\$	-		0.00%	\$	-
OTAL EXPENSES			\$	58,649.00	\$		-	\$	-		0.00%	\$	58,649.00
Less: Initial Payment Recovery								NOTES:					
Other Adjustments (DPH use only)													
REIMBURSEMENT					\$								
certify that the information provided aboaccordance with the contract approved folialims are maintained in our office at the	or services	provided										in	
Signature:								Date:					
Printed Name:					-								
Title:					-			Phone:					
Send to:							[OPH Autho	rization for F	Payment			
Behavioral Health Services-Budget/ Invo 380 Howard St., 4th Floor San Francisco, CA 94103	ice Analys	st											
Or email to: cbhsinvoices@sfdph.org							Authorize	ed Signato	ory	_		Date	
Jul			J								Proper	ed: 9/17/2	021
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Appendix F PAGE A

Contract ID# 1000018756 M59JL21 INVOICE NUMBER: Contractor: HealthRIGHT360 - CW Template Version Amendment 1 User Cd Ct. PO No.: POHM SFGOV-TBD Address: 1735 Mission St., San Francisco, CA 94103 251974-10001-10036925-0002 Tel. No.: (415) 692-8225 **BHS** Fund Source: Fax No.: (415) Invoice Period: July 2021 Funding Term: 07/01/2021 - 06/30/2022 Final Invoice: (Check if Yes) PHP Division: Behavioral Health Services TOTAL **DELIVERED DELIVERED** REMAINING % OF % OF TOTAL THIS PERIOD **DELIVERABLES** CONTRACTED TO DATE TOTAL UOS UDC UOS UDC UOS UOS UDC UOS UDC UOS UDC Program/Exhibit TB SRO Hotels (HPH Desease Ctl) Unduplicated Counts for AIDS Use Only. **EXPENSES EXPENSES** % OF REMAINING BUDGET THIS PERIOD TO DATE BUDGET **BALANCE** Description **Total Salaries** 0.00% \$ \$ Fringe Benefits \$ \$ 0.00% \$ Total Personnel Expenses \$ 0.00% \$ \$ Funds for Payment to Providers 25,000.00 \$ TB SRO Hotels (HPH Disease Ctl) 0.00% \$ 25,000.00 \$ 251974-10001-10036925-0002 \$ \$ 0.00% \$ \$ \$ 0.00% \$ \$ \$ \$ 0.00% \$ \$ \$ \$ \$ \$ 0.00% \$ \$ 0.00% \$ \$ \$ \$ 0.00% \$ \$ \$ \$ 0.00% \$ \$ \$ \$ 0.00% \$ Total Operating Expenses 25,000.00 \$ \$ 0.00% \$ 25,000.00 \$ \$ \$ 0.00% \$ **Capital Expenditures** \$ TOTAL DIRECT EXPENSES \$ 25,000.00 \$ 0.00% \$ 25,000.00 Indirect Expenses \$ \$ 0.00% \$ 0.00% \$ 25,000.00 TOTAL EXPENSES \$ 25,000.00 \$ \$ Less: Initial Payment Recovery NOTES: Other Adjustments (DPH use only) REIMBURSEMENT I certify that the information provided above is, to the best of my knowledge, complete and accurate; the amount requested for reimbursement is in accordance with the contract approved for services provided under the provision of that contract. Full justification and backup records for those claims are maintained in our office at the address indicated. Signature: _ Printed Name: _____ Phone: Send to: DPH Authorization for Payment Behavioral Health Services-Budget/ Invoice Analyst 1380 Howard St., 4th Floor San Francisco, CA 94103 Or email to: cbhsinvoices@sfdph.org Authorized Signatory Date

Appendix F

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APPENDIX H

Data Access and Sharing Terms

Article 1 Access

1.1 Revision to Scope of Access (RSA):

Any added access may be granted by the City to Agency and each Agency Data User through a Revision to Scope of Access in writing and executed by both parties. Any Revision to Scope of Access shall be considered a part of and incorporated into this Agreement, governed by all its terms, by reference.

1.2 Primary and Alternate Agency Site Administrator.

Before System(s) access is granted, Agency must appoint a primary and alternate Agency Site Administrator responsible for System(s) access tasks, including but not limited to the following:

- **1.2.3** Completing and obtaining City approval of the Account Provisioning Request documents and/or Data Set Request documents;
 - **1.2.4** Communicating with the SFDPH IT Service Desk;
 - **1.2.5** Providing Agency Data User(s) details to the City;
- **1.2.6** Ensuring that Agency Data User(s) complete required SFDPH trainings annually;
- **1.2.7** Ensuring that Agency Data User(s) understand and execute SFDPH's data access confidentiality agreement; and
- **1.2.8** Provisioning and deprovisioning Agency Data Users as detailed herein. To start the process, the Agency Site Administrator must contact the SFDPH IT Service Desk at 628-206-7378, **dph.helpdesk@sfdph.org**.

1.3 **SFDPH IT Service Desk.**

For new provisioning requests, only Agency Site Administrators are authorized to contact the SFDPH IT Service Desk. The City reserves the right to decline any call placed by other than the Agency Site Administrator. Individual Agency Data Users are not authorized to contact the SFDPH IT Service Desk.

1.4 **Deprovisioning Schedule.**

Agency, through the Agency Site Administrator, has sole responsibility to deprovision Agency Data Users from the System(s) as appropriate on an ongoing basis. Agency must immediately deprovision an Agency Data User upon any event ending that Data User's need to access the System(s), including job duty change and/or termination. Agency remains liable for the conduct of Agency Data Users until deprovisioned. When deprovisioning employees via the SFDPH IT Service Desk, Agency must maintain evidence that the SFDPH IT Service Desk was notified.

1.5 **Active Directory.**

Agency Data Users will need an SFDPH Active Directory account in order to access each System(s). These Active Directory Accounts will be created as part of the provisioning process.

1.6 Role Based Access.

Each Agency Data User's access to the System(s) will be role-based and access is limited to that necessary for treatment, payment, and health care operations. The City will assign Agency Data User roles upon provisioning and reserves the right to deny, revoke, limit, or modify Agency Data User's access acting in its sole discretion.

1.7 Training Requirements.

Before System(s) access is granted, and annually thereafter, each Agency Data User must complete SFDPH compliance, privacy, and security training. Agency must maintain written records evidencing such annual training for each Agency Data User and provide copies upon request to the City. For questions about how to complete SFDPH's compliance, privacy, and security training, contact Compliance.Privacy@sfdph.org, (855) 729-6040.

Before Agency Data User first access to System(s), system-specific training must be completed. For training information, Agency Site Administrator may contact the SFDPH IT Service Desk,

1.8 Agency Data User Confidentiality Agreement.

Before System(s) access is granted, as part of SFDPH's compliance, privacy, and security training, each Agency Data User must complete SFDPH's individual user confidentiality, data security and electronic signature agreement form. The agreement must be renewed annually.

1.9 Corrective Action.

Agency shall take corrective action, including but not limited to termination and/or suspension of any System(s) access by any Agency Data User who acts in violation of this Agreement and/or applicable regulatory requirements.

1.10 User ID and Password.

Each Agency Data User will be assigned or create a User ID and password. Agency and each Agency Data User shall protect the confidentiality of User IDs and passwords and shall not divulge them to any other person(s). Agency is responsible for the security of the User IDs and passwords issued to or created by Agency Data Users and is liable for any misuse.

1.11 Notification of Compromised Password.

In the event that a password assigned to or created by an Agency Data User is compromised or disclosed to a person other than the Agency Data User, Agency shall upon learning of the compromised password immediately notify the City, at Compliance.Privacy@sfdph.org, (855) 729-6040. Agency is liable for any such misuse. Agency's failure to monitor each Agency Data User's ID and/or password use shall provide grounds for the City to terminate and/or limit Agency's System(s) access.

1.12 Multi Factor Authentication.

Agency and each Agency Data User must use multi-factor authentication as directed by the City to access the System(s).

1.13 Qualified Personnel.

Agency shall allow only qualified personnel under Agency's direct supervision to act as Agency Data Users with access to the System(s).

1.14 Workstation/Laptop encryption.

All workstations and laptops that process and/or store City Data must be encrypted using a current industry standard algorithm. The encryption solution must be full disk unless approved by the SFDPH Information Security Office.

1.15 Server Security.

Servers containing unencrypted City Data must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review.

1.16 Removable media devices.

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All electronic files that contain City Data must be encrypted using a current industry standard algorithm when stored on any removable media or portable device (i.e. USB thumb drives, CD/DVD, smart devices tapes etc.).

1.17 Antivirus software.

All workstations, laptops and other systems that process and/or store City Data must install and actively use a comprehensive anti-virus software solution with automatic updates scheduled at least daily.

1.18 Patch Management.

All workstations, laptops and other systems that process and/or store City Data must have operating system and application security patches applied, with system reboot if necessary. There must be a documented patch management process that determines installation timeframe based on risk assessment and vendor recommendations.

1.19 **System Timeout.**

The system must provide an automatic timeout, requiring reauthentication of the user session after no more than 20 minutes of inactivity.

1.20 Warning Banners.

All systems containing City Data must display a warning banner each time a user attempts access, stating that data is confidential, systems are logged, and system use is for business purposes only. User must be directed to log off the system if they do not agree with these requirements.

1.21 Transmission encryption.

All data transmissions of City Data outside the Agency's secure internal network must be encrypted using a current industry standard algorithm. Encryption can be end to end at the network level, or the data files containing City Data can be encrypted. This requirement pertains to any type of City Data in motion such as website access, file transfer, and e-mail.

1.22 No Faxing/Mailing.

City Data may not be faxed or mailed.

1.23 **Intrusion Detection.**

All systems involved in accessing, holding, transporting, and protecting City Data that are accessible via the Internet must be protected by a comprehensive intrusion detection and prevention solution. of the City.

1.24 Security of PHI.

Agency is solely responsible for maintaining data security policies and procedures, consistent with those of the City that will adequately safeguard the City Data and the System. Upon request, Agency will provide such security policies and procedures to the City. The City may examine annually, or in response to a security or privacy incident, Agency's facilities, computers, privacy and security policies and procedures and related records as may be necessary to be assured that Agency is in compliance with the terms of this Agreement, and as applicable HIPAA, the HITECH Act, and other federal and state privacy and security laws and regulations. Such examination will occur at a mutually acceptable time agreed upon by the parties but no later than ten (10) business days of Agency's receipt of the request.

1.25 Data Security and City Data

Agency shall provide security for its networks and all internet connections consistent with industry best practices, and will promptly install all patches, fixes, upgrades, updates and new versions of any security

software it employs. For information disclosed in electronic form, Agency agrees that appropriate safeguards include electronic barriers (e.g., "firewalls", Transport Layer Security (TLS), Secure Socket Layer [SSL] encryption, or most current industry standard encryption, intrusion prevention/detection or similar barriers).

1.26 Data Privacy and Information Security Program.

Without limiting Agency's obligation of confidentiality as further described herein, Agency shall be responsible for establishing and maintaining a data privacy and information security program, including physical, technical, administrative, and organizational safeguards, that is designed to: (i) ensure the security and confidentiality of the City Data; (ii) protect against any anticipated threats or hazards to the security or integrity of the City Data; (iii) protect against unauthorized disclosure, access to, or use of the City Data; (iv) ensure the proper disposal of City Data; and, (v) ensure that all of Agency's employees, agents, and subcontractors, if any, comply with all of the foregoing. In no case shall the safeguards of Agency's data privacy and information security program be less stringent than the safeguards and standards recommended by the National Institute of Standards and Technology (NIST) Cybersecurity Framework and the Health Information Technology for Economic and Clinical Health Act (HITECH).

1.27 **Disaster Recovery.**

Agency must establish a documented plan to protect the security of electronic City Data in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this agreement for more than 24 hours.

1.28 Supervision of Data.

City Data in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means that information is not being observed by an Agency Data User authorized to access the information. City Data in paper form shall not be left unattended at any time in vehicles or planes and shall not be checked in baggage on commercial airplanes.

1.29 As Is Access.

The City provides Agency and each Agency Data User with System(s) access on an "as is" basis with no guarantee as to uptime, accessibility, or usefulness. To the fullest extent permissible by applicable law, the City disclaims all warranties, express or implied, including, without limitation, implied warranties of merchantability, fitness for a particular purpose, title and non-infringement.

1.30 No Technical or Administrative Support.

Except as provided herein, the City will provide no technical or administrative support to Agency or Agency Data Users for System(s) access.

1.31 City Audit of Agency and Agency Data Users.

The City acting in its sole discretion may audit Agency and Agency Data Users at any time. If an audit reveals an irregularity or security issue, the City may take corrective action including but not limited to termination of such Agency's and/or Agency Data User's access to the System(s) permanently or until the City determines that all irregularities have been satisfactorily cured. Agency and each Agency Data User understands that the City may create and review an audit trail for each Agency Data User, including but not limited to, noting each Agency Data User's ID(s), the patient information accessed, and/or the date accessed. Agency and each Agency Data User understands that any inappropriate access or use of patient information, as determined by the City, may result in the temporary and/or permanent termination of Agency's or such Agency Data User's access to the System(s). Agency remains liable for all inappropriate System(s) access, misuse and/or breach of patient information, whether in electronic or hard-copy form.

1.32 Minimum Necessary.

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Amendment One
Health Right 360

Agency and each Agency Data User shall safeguard the confidentiality of all City Data that is viewed or obtained through the System(s) at all times. Agency and each Agency Data User shall access patient information in the System(s) only to the minimum extent necessary for its assigned duties and shall only disclose such information to persons authorized to receive it, as minimally necessary for treatment, payment and health care operations.

1.33 No Re-Disclosure or Reporting.

Agency may not in any way re-disclose SFDPH Data or otherwise prepare reports, summaries, or any other material (in electronic or hard-copy format) regarding or containing City Data for transmission to any other requesting individuals, agencies, or organizations without prior written City approval and where such re-disclosure is otherwise permitted or required by law.

1.34 **Health Information Exchange.**

If Agency is qualified to enroll in a health information exchange, the City encourages Agency to do so in order to facilitate the secure exchange of data between Agency's electronic health record system (EHR) and the City's Epic EHR.

1.35 **Subcontracting.**

Agency may not subcontract any portion of Data Access Agreement, except upon prior written approval of City. If the City approves a subcontract, Agency remains fully responsible for its subcontractor(s) throughout the term and/or after expiration of this Agreement. All Subcontracts must incorporate the terms of this Data Access Agreement. To the extent that any subcontractor would have access to a System, each such subcontractor's access must be limited and subject to the same governing terms to the same extent as Agency's access. In addition, each contract between Agency and that subcontractor must, except as the City otherwise agrees, include a Business Associate Agreement requiring such subcontractor to comply with all regulatory requirements regarding third-party access, and include a provision obligating that subcontractor to (1) defend, indemnify, and hold the City harmless in the event of a data breach in the same manner in which Agency would be so obligated, (2) provide cyber and technology errors and omissions insurance with limits identified in Article 5, and (3) ensure that such data has been destroyed, returned, and/or protected as provided by HIPAA at the expiration of the subcontract term.

Article 2 Indemnity

2.1 Medical Malpractice Indemnification.

Agency recognizes that the System(s) is a sophisticated tool for use only by trained personnel, and it is not a substitute for competent human intervention and discretionary thinking. Therefore, if providing patient treatment, Agency agrees that it will:

- 1. Read information displayed or transmitted by the System accurately and completely;
- **2.** Ensure that Agency Data Users are trained on the use of the System;
- **3.** Be responsible for decisions made based on the use of the System;
- **4.** Verify the accuracy of all information accessed through the System using applicable standards of good medical practice to no less a degree than if Agency were using paper records;
- **5.** Report to the City as soon as reasonably practicable all data errors and suspected problems related to the System that Agency knows or should know could adversely affect patient care;

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- **6.** Follow industry standard business continuity policies and procedures that will permit Agency to provide patient care in the event of a disaster or the System unavailability;
 - 7. Use the System only in accordance with applicable standards of good medical practice.

Agency agrees to indemnify, hold harmless and defend City from any claim by or on behalf of any patient, or by or on behalf of any other third party or person claiming damage by virtue of a familial or financial relationship with such a patient, regardless of the cause, if such claim in any way arises out of or relates to patient care or outcomes based on Agency's or an Agency Data User's System access.

Article 3 Proprietary Rights and Data Breach

3.1 Ownership of City Data.

The Parties agree that as between them, all rights, including all intellectual property rights in and to the City Data and any derivative works of the City Data shall remain the exclusive property of the City.

3.2 Data Breach; Loss of City Data.

The Agency shall notify City immediately by telephone call plus email upon the discovery of a breach (as herein). For purposes of this Section, breaches and security incidents shall be treated as discovered by Agency as of the first day on which such breach or security incident is known to the Agency, or, by exercising reasonable diligence would have been known to the Agency. Agency shall be deemed to have knowledge of a breach if such breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the breach, who is an employee or agent of the Agency.

Agency shall take:

- i. prompt corrective action to mitigate any risks or damages involved with the breach or security incident and to protect the operating environment; and
- ii. any action pertaining to a breach required by applicable federal and state laws.
- **3.2.3** Investigation of Breach and Security Incidents: The Agency shall immediately investigate such breach or security incident. As soon as the information is known and shall inform the City of:
 - i. what data elements were involved, and the extent of the data disclosure or access involved in the breach, including, specifically, the number of individuals whose personal information was breached; and
 - ii.a description of the unauthorized persons known or reasonably believed to have improperly used the City Data and/or a description of the unauthorized persons known or reasonably believed to have improperly accessed or acquired the City Data, or to whom it is known or reasonably believed to have had the City Data improperly disclosed to them; and
 - iii. a description of where the City Data is believed to have been improperly used or disclosed; and
 - iv.a description of the probable and proximate causes of the breach or security incident; and
 - v. whether any federal or state laws requiring individual notifications of breaches have been triggered.
- **3.2.4 Written Report**: Agency shall provide a written report of the investigation to the City as soon as practicable after the discovery of the breach or security incident. The report shall include,

but not be limited to, the information specified above, as well as a complete, detailed corrective action plan, including information on measures that were taken to halt and/or contain the breach or security incident, and measures to be taken to prevent the recurrence or further disclosure of data regarding such breach or security incident.

- **3.2.5** Notification to Individuals: If notification to individuals whose information was breached is required under state or federal law, and regardless of whether Agency is considered only a custodian and/or non-owner of the City Data, Agency shall, at its sole expense, and at the sole election of City, either:
 - i.make notification to the individuals affected by the breach (including substitute notification), pursuant to the content and timeliness provisions of such applicable state or federal breach notice laws. Agency shall inform the City of the time, manner and content of any such notifications, prior to the transmission of such notifications to the individuals; or
 - ii.cooperate with and assist City in its notification (including substitute notification) to the individuals affected by the breach.
- **3.2.6** Sample Notification to Individuals: If notification to individuals is required, and regardless of whether Agency is considered only a custodian and/or non-owner of the City Data, Agency shall, at its sole expense, and at the sole election of City, either:
 - i.electronically submit a single sample copy of the security breach notification as required to the state or federal entity and inform the City of the time, manner and content of any such submissions, prior to the transmission of such submissions to the Attorney General; or
 - ii.cooperate with and assist City in its submission of a sample copy of the notification to the Attorney General.

3.3 Media Communications

City shall conduct all media communications related to such Data Breach, unless in its sole discretion, City directs Agency to do so.

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Attachment 1 to Appendix H System Specific Requirements

I. For Access to SFDPH Epic through Care Link the following terms shall apply:

A. SFDPH Care Link Requirements:

- 1. Connectivity.
 - a) Agency must obtain and maintain connectivity and network configuration and required hardware and equipment in accordance with specifications provided by Epic and must update the configuration of all first and third-party software as required. Technical equipment and software specifications for accessing SFDPH Care Link will change over time. Current required browser, system and connection requirements can be found on the Target Platform Roadmap and Target Platform Notes sections of the Epic Galaxy website galaxy.epic.com. Agency is responsible for all associated costs. Agency shall ensure that Agency Data Users access the System only through equipment owned or leased and maintained by Agency.
- 2. Compliance with Epic Terms and Conditions.
 - a) Agency will at all times access and use the System strictly in accordance with the Epic Terms and Conditions. The following Epic Care Link Terms and Conditions are embedded within the SFDPH Care Link application, and each Data User will need to agree to them electronically upon first sign-in before accessing SFDPH Care Link:
- **3.** Epic-Provided Terms and Conditions
 - a) Some short, basic rules apply to you when you use your EpicCare Link account. Please read them carefully. The Epic customer providing you access to EpicCare Link may require you to accept additional terms, but these are the rules that apply between you and Epic.
 - b) Epic is providing you access to EpicCare Link, so that you can do useful things with data from an Epic customer's system. This includes using the information accessed through your account to help facilitate care to patients shared with an Epic customer, tracking your referral data, or otherwise using your account to further your business interests in connection with data from an Epic customer's system. However, you are not permitted to use your access to EpicCare Link to help you or another organization develop software that is similar to EpicCare Link. Additionally, you agree not to share your account information with anyone outside of your organization.

II. For Access to SFDPH Epic through Epic Hyperspace and Epic Hyperdrive the following terms shall apply:

- **A.** SFDPH Epic Hyperspace and Epic Hyperdrive:
 - 1. Connectivity.
 - a) Agency must obtain and maintain connectivity and network configuration and required hardware and equipment in accordance with specifications provided by Epic and SFDPH and must update the configuration of all first and third-party software as required. Technical equipment and software specifications for accessing SFDPH Epic Hyperspace will change over time. Epic Hyperdrive is a web-based platform that will replace Epic Hyperspace in the future. You may request a copy of current required browser, system

- and connection requirements from the SFDPH IT team. Agency is responsible for all associated costs. Agency shall ensure that Agency Data Users access the System only through equipment owned or leased and maintained by Agency.
- 2. Application For Access and Compliance with Epic Terms and Conditions.
 - a) Prior to entering into agreement with SFDPH to access SFDPH Epic Hyperspace or Epic Hyperdrive, Agency must first complete an Application For Access with Epic Systems Corporation of Verona, WI. The Application For Access is found at: https://userweb.epic.com/Forms/AccessApplication. Epic Systems Corporation must notify SFDPH, in writing, of Agency's permissions to access SFDPH Epic Hyperspace or Epic Hyperdrive prior to completing this agreement. Agency will at all times access and use the system strictly in accordance with the Epic Terms and Conditions.

III. For Access to SFDPH myAvatar through WebConnect and VDI the following terms shall apply:

- A. SFDPH myAvatar via WebConnect and VDI:
- 1. Connectivity.
 - a. Agency must obtain and maintain connectivity and network configuration and required hardware and equipment in accordance with specifications provided by SFDPH and must update the configuration of all first and third-party software as required. Technical equipment and software specifications for accessing SFDPH myAvatar will change over time. You may request a copy of current required browser, system and connection requirements from the SFDPH IT team. Agency is responsible for all associated costs. Agency shall ensure that Agency Data Users access the System only through equipment owned or leased and maintained by Agency.
- 2. Information Technology (IT) Support.
 - a. Agency must have qualified and professional IT support who will participate in quarterly CBO Technical Workgroups.
- 3. Access Control.
 - a. Access to the BHS Electronic Heath Record is granted based on clinical and business requirements in accordance with the Behavioral Health Services EHR Access Control Policy (6.00-06). The Access Control Policy is found at: https://www.sfdph.org/dph/files/CBHSPolProcMnl/6.00-06.pdf
 - b. Each user is unique and agrees not to share accounts or passwords.
 - Applicants must complete the myAvatar Account Request Form found at https://www.sfdph.org/dph/files/CBHSdocs/BHISdocs/UserDoc/Avatar_Account_Reque st_Form.pdf
 - d. Applicants must complete the credentialling process in accordance with the DHCS MHSUDS Information Notice #18-019.
 - e. Applicants must complete myAvatar Training.
- f. Level of access is based on "Need to Know", job duties and responsibilities.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/30/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

001/504.050	AEDTIEIAATE NIIIABED 440000000		
		INSURER F: HSB Specialty Insurance Company	14438
		INSURER E: Tokio Marine Specialty Insurance Compar	ny 23850
San Francisco CA 94103		INSURER D: Great American Insurance Company	16691
HealthRIGHT 360 1563 Mission Street		INSURER c: Nationwide Mutual Fire Insurance Compa	ny 23779
INSURED	HAIGASH-05	ınsurer в : Depositors Insurance Company	42587
	License#: 0564249	INSURER A: Nationwide Mutual Insurance Company	23787
		INSURER(S) AFFORDING COVERAGE	NAIC#
Walnut Creek CA 94596		E-MAIL ADDRESS: ShelaineG@heffins.com	
(WC) Heffernan Insurance Broke 1350 Carlback Avenue	rs		x C, No): 925-934-8278
PRODUCER		CONTACT NAME: Shelaine Gonsalves	
BROBLIGER		CONTACT	

COVERAGES CERTIFICATE NUMBER: 1423830250 REVISION NUMBER:

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

	VOLU	JSIONS AND CONDITIONS OF SUCH I		-					
INSR LTR		TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	S
Α	Х	COMMERCIAL GENERAL LIABILITY	Υ		3009735962	7/1/2021	7/1/2022	EACH OCCURRENCE	\$ 1,000,000
		CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
	Х	Prof Liab\$1m/\$3m						MED EXP (Any one person)	\$ 20,000
	Х	SMC \$1m/\$2m						PERSONAL & ADV INJURY	\$ 1,000,000
	GEN	N'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 3,000,000
		POLICY PRO- X LOC						PRODUCTS - COMP/OP AGG	\$ 3,000,000
		OTHER:							\$
В	AUT	TOMOBILE LIABILITY	Υ		BAPD3009735962	7/1/2021	7/1/2022	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	Х	ANY AUTO						BODILY INJURY (Per person)	\$
		OWNED SCHEDULED AUTOS ONLY AUTOS						BODILY INJURY (Per accident)	\$
	Х	HIRED X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
									\$
С		UMBRELLA LIAB X OCCUR			CAA3009735962	7/1/2021	7/1/2022	EACH OCCURRENCE	\$ 10,000,000
	Х	EXCESS LIAB CLAIMS-MADE						AGGREGATE	\$ 10,000,000
		DED X RETENTION \$ 10,000							\$
		RKERS COMPENSATION EMPLOYERS' LIABILITY						PER OTH- STATUTE ER	
	ANY	PROPRIETOR/PARTNER/EXECUTIVE ICER/MEMBER EXCLUDED?	N/A					E.L. EACH ACCIDENT	\$
	(Man	ndatory in NH)	,					E.L. DISEASE - EA EMPLOYEE	\$
	If yes	s, describe under CRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$
D E F	Prim	ess Fidelity - Employee Theft nary Fidelity - Employee Theft er Liability Technology E&O			SAA02416171000 PSD1640590 661046901	7/1/2021 7/1/2021 7/1/2021	7/1/2022 7/1/2022 7/1/2022	18.000.000 5,000,000 3,000,000	18,000,000 5,000,000 3,000,000

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

Re: As Per Contract or Agreement on File with Insured. City & County of San Francis co, Dept. of Public Health and it's officers, agents and employees are included as an additional insured (and primary) on General Liability and Automobile Liability policies per the attached endorsements, if required. This Certificate replaces and supersedes all previously issued certificates.

CERTIFICATE HOLDER	CANCELLATION
	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE C
	THE EXPIRATION DATE THEREOF, NOTICE WILL

City & County of San Francisco Dept. of Public Health 101 Grove Street, Rm. #402 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

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

HUMAN SERVICES LIABILITY ENDORSEMENT

This endorsement modifies insurance provided by the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

Coverage Applicable	Limit of Insurance	Page Number
Damage to Premises Rented to You	\$1,000,000	2
Extended Property Damage	Included	2
Non-Owned Watercraft	Less than 58 feet	2
Medical Payments	\$20,000	3
Medical Payments-Extended Reporting Period	3 years	3
Athletic Activities	Amended	3
Supplementary Payments – Bail Bonds	\$7,500	3
Supplementary Payment – Loss of Earnings	\$1,500 per day	3
Employee Indemnification Defense Coverage for Employee	\$25,000	3
Named Insured – Newly Acquired	Included	3
Named Insured – Broadened Named Insured	Included	4
Additional Insured – Medical Directors and Administrators	Included	4
Additional Insured – Funding Source	Included	4
Additional Insured – Home Care Providers	Included	4
Additional Insured – Managers, Landlords, or Lessors of Premises	Included	4
Additional Insured – Lessor of Leased Equipment – Automatic Status When Required in Lease Agreement With You	Included	4
Additional Insured – Grantors of Permits	Included	4
Additional Insured – Broad Form Vendors	Included	5
Additional Insured – Grantor of Franchise	Included	5
Additional Insured – As Required by Contract	Included	6
Additional Insured – State or Political Subdivisions	Included	7
Limited Rental Lease Agreement Contractual Liability	\$100,000 limit	8
Damage to Property You Own, Rent or Occupy	\$50,000 limit	8
Transfer of Rights of Recovery Against Others To Us	Clarification	8
Duties in the Event of Occurrence, Claim or Suit	Included	8
Unintentional Failure to Disclose Hazards	Included	9
Liberalization	Included	9
Bodily Injury – includes Mental Anguish	Included	9
Personal and Advertising Injury – includes Abuse of Process, Discrimination	Included	9
Key and Lock Replacement – Janitorial Services Client Coverage	\$15,000 Limit	10

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A. Damage to Premises Rented to You

- 1. If damage by fire to premises rented to you is not otherwise excluded from this Coverage Part, the word "fire" is changed to "fire, lightning, explosion, smoke or leakage from automatic fire protective systems" where it appears in:
 - a. The last paragraph of SECTION I COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection 2. Exclusions;
 - b. The first paragraph immediately following Exclusion j.(6) of SECTION I COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY under Subsection 2. Exclusions
 - c. SECTION III LIMITS OF INSURANCE, Paragraph 6.;
 - d. SECTION V DEFINITIONS, Paragraph 9.a.
- 2. If damage by fire to premises rented to you is not otherwise excluded from this Coverage Part, the term "Fire insurance" is changed to "insurance for fire, lightning, explosion, smoke, or leakage from automatic fire protective systems" where it appears in:
 - a. SECTION IV COMMERCIAL GENERAL LIABILITY CONDITIONS, Subsection 4. Other Insurance, Paragraph b. Excess Insurance, items b.(1)(a)(ii).
- 3. The Damage to Premises Rented to You Limit shown on the Declarations is deleted and replaced by \$1,000,000. \$1,000,000 is the only limit of liability for Damage to Premises Rented to You and this limit will not be combined with the limit shown on the Declarations for this coverage. This is the most we will pay for all damage proximately caused by the same event, whether such damage results from fire, lightning, explosion, smoke, or leaks from automatic fire protective systems or any combination thereof.

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

B. Extended "Property Damage"

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection 2. Exclusions, Paragraph a. is deleted and replaced by the following:

a. Expected or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

C. Non-Owned Watercraft

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection 2. Exclusions, Paragraph g. (2) is deleted and replaced by the following:

- (2) A watercraft you do not own that is:
 - (a) Less than 58 feet long; and
 - (b) Not being used to carry persons or property for a charge;

This provision applies to any person, who with your consent, either uses or is responsible for the use of such a watercraft. This insurance is excess over any other valid and collectible insurance available to the insured whether primary, excess or contingent.

D. Medical Payments - Limit Increased to \$20,000, Extended Reporting Period

If COVERAGE C MEDICAL PAYMENTS is not otherwise excluded from this Coverage Part:

- 1. The Medical Expense Limit shown on the Declarations is deleted and replaced by \$20,000. \$20,000 is the only limit of insurance for Medical Expenses and this limit will not be combined with the limit shown on the Declarations for this coverage.
- 2. COVERAGE C MEDICAL PAYMENTS, Subsection 1. Insuring Agreement, Paragraph a(3)(b) is amended to read: provided that:
 - (b) The expenses are incurred and reported to us within three years of the date of the accident; and

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E. Athletic Activities

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

e. Athletic Activities

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

F. Supplementary Payments

Under the SUPPLEMENTARY PAYMENTS – COVERAGE A AND B provision, items 1.b. and 1.d. are amended as follows:

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

G. Employee Indemnification Defense Coverage

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

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

The most we will reimburse you for defense costs that you incur in the defense of an "employee" who is alleged to be directly involved in a criminal proceeding is \$25,000, subject to an aggregate limit of \$25,000 for all reimbursements that we make during the policy period on behalf of all "employees", regardless of the numbers of "employees", claims or "suits" brought or persons or organizations making claims or bringing "suits".

H. SECTION II - WHO IS AN INSURED is amended as follows:

- 1. If coverage for newly acquired or formed organizations is not otherwise excluded from this Coverage Part, Paragraph 3.a. is deleted and replaced with the following:
 - **a.** Coverage under this provision is afforded until the end of the policy period during which you acquired or formed the organization.
- 2. Each of the following is also an insured:

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

- **3.** Each of the following is also an additional insured:
 - a. Medical Directors and Administrators Your medical directors and administrators, but only while acting within the scope of and during the course of their duties as such. Such duties do not include the furnishing or failure to furnish professional services as a physician or psychiatrist in the treatment of a patient.
 - b. Funding Source Any person or organization with respect to their liability arising out of:
 - (1) Their financial control of you; or
 - (2) Premises they own, maintain or control while you lease or occupy these premises.

This insurance does not apply to:

- (a) Any "occurrence" or offense which takes place after you cease to lease or occupy that premises; or
- (b) Structural alterations, new construction or demolition operations performed by or on behalf of that person or organization.
- c. Home Care Providers At the first Named Insured's option, any person or organization under your direct supervision and control while providing on your behalf private home respite or foster home care for the developmentally disabled.
- d. Managers, Landlords, or Lessors of Premises Any person or organization with respect to their liability arising out of the ownership, maintenance or use of that part of the premises leased or rented to you subject to the following additional exclusions:

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This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of that person or organization.
- e. Lessor of Leased Equipment Automatic Status When Required in Lease Agreement With You Any person or organization from whom you lease equipment when you and such organization or person have agreed in writing in a contract or agreement that such person or organization is to be added as an additional insured on your policy. Such person or organization is an insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization and only as specified by such written contract or agreement.

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

- **f.** Grantors of Permits Any state or political subdivision granting you a permit in connection with your premises subject to the following additional provision:
 - (1) This insurance applies only with respect to the following hazards for which the state or political subdivision has issued a permit in connection with the premises you own, rent, or control and to which this insurance applies:
 - (a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures; or
 - (b) The construction, erection, or removal of elevators; or
 - (c) The ownership, maintenance, or use of any elevators covered by this insurance.
- g. Broad Form Vendors Any person(s) or organization(s) which or who is or are a vendor of "your products" with whom you agreed under a written contract or agreement to add as an additional insured to your policy, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

The insurance afforded the vendor does not apply to:

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

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

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

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

Other Insurance

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

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

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

Other Insurance

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

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

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

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

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

Other Insurance

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

Definitions

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

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

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

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

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This insurance does not apply to:

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

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

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

Other Insurance

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

I. Limited Rental Lease Agreement Contractual Liability

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

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

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

J. Damage to Property You Own, Rent or Occupy

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection 2. Exclusions, Paragraph j. Damage to Property, Item (1) is deleted in its entirety and is replaced with the following:

Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property, unless the damage to property is caused by your client, in which case we will provide coverage for such "property damage" for which you are legally obligated to pay up to a \$50,000 limit per "occurrence". This limit is the only limit of insurance for such "property damage" and will not be combined with the Each Occurrence Limit set forth in **Section III – Limits of Insurance** and will be included within and not be in addition to the Each Occurrence Limit. A client, as used in this provision, is defined as a person under your direct care and supervision for whom you are providing goods and/or services.

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

K. Transfer of Rights of Recovery Against Others To Us

As a clarification, the following is added to SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph 8. Transfer of Rights of Recovery Against Others To Us:

Therefore, the insured can waive the insurer's Rights of Recovery prior to the occurrence of a loss, provided the waiver is expressly made in a written contract.

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

- 1. The requirement in Paragraph 2.a. of SECTION IV COMMERCIAL GENERAL LIABILITY CONDITIONS that you must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim or a "suit", applies only when the "occurrence" or offense which may result in a claim or a "suit" is known to:
 - a. You, if you are an individual;
 - b. A partner, if you are a partnership; or
 - c. An executive officer or insurance manager, if you are a corporation.
- 2. The requirement in Paragraph 2.b. of SECTION IV COMMERCIAL GENERAL LIABILITY CONDITIONS that you must see to it that we receive notice of a claim or "suit" as soon as practicable will not be considered breached unless the breach occurs after such claim or "suit" is known to:
 - a. You, if you are an individual;
 - b. A partner, if you are a partnership; or
 - c. An executive officer or insurance manager, if you are a corporation.

M. Unintentional Failure to Disclose Hazards

It is agreed that, based on our reliance on your representations as to existing hazards, if you should unintentionally fail to disclose all such hazards prior to the beginning of the policy period of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.

N. Liberalization

If we make a change which broadens coverage under this edition of this endorsement without additional premium charge, that change will automatically apply to your insurance as of the date we implement the change in your state, provided that this implementation date falls within 45 days prior to or during the policy period stated in the Declarations.

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

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

O. Bodily Injury - Mental Anguish

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

"Bodily Injury":

- Means bodily injury, sickness or disease sustained by a person, and includes mental anguish resulting from any of these; and
- b. Except for mental anguish, includes death resulting from the foregoing (Item a. above) at any time.

P. Personal and Advertising Injury – Abuse of Process, Discrimination

If COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY COVERAGE is not otherwise excluded from this Coverage Part, the definition of "personal and advertising injury" is amended as follows:

- 1. SECTION V DEFINITIONS, Paragraph 14.b. is amended to read:
 - b. Malicious prosecution or abuse of process;
- 2. SECTION V DEFINITIONS, Paragraph 14. is amended to include the following:

"Personal and advertising injury" also means injury, including consequential "bodily injury", arising out of discrimination based on race, color, religion, sex, age or national origin, except when:

- (1) Done intentionally by or at the direction of, or with the knowledge or consent of:
 - (a) Any insured; or
 - (b) Any executive officer, director, stockholder, partner or member of the insured; or
- (2) Directly or indirectly related to the employment, former or prospective employment, termination of employment, demotion, failure to promote or application for employment of any person or persons by an insured; or
- (3) Directly or indirectly related to the sale, rental, lease or sublease or prospective sales, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured; or
- (4) Insurance for such discrimination is prohibited by or held in violation of law, public policy, legislation, court decision or administrative ruling.

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

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Q. Key and Lock Replacement - Janitorial Services Client Coverage

- 1. We will pay for the cost to replace keys and locks at the "client's" premises due to theft or other loss to keys entrusted to you by your "client", up to a \$15,000 limit per occurrence/\$15,000 policy aggregate.
- 2. We will not pay for loss or damage resulting from theft or any other dishonest or criminal act that you or any of your partners, members, officers, "employees", "managers", directors, trustees, authorized representatives or any one to whom you entrust the keys of a "client" for any purpose commit, whether acting alone or in collusion with other persons.
- 3. The following, when used in this coverage only, are defined as follows:
 - a. "Client" means an individual, company or organization with whom you have a written contract or work order for your services for a described premises and you have billed for your services.
 - b. "Employee" means:
 - (1) Any natural person:
 - (a) While in your services or for 30 days after termination of service;
 - (b) Who you compensate directly by salary, wages or commissions; and
 - (c) Who you have the right to direct and control while performing services for you; or
 - (2) Any natural person who is furnished temporarily to you:
 - (a) To substitute for an "employee" as defined in Paragraph 1. above, who is on leave; or
 - (b) To meet seasonal or short-term workload conditions; while that person is subject to your direction and control and performing services for you.
 - (3) "Employee" does not mean:
 - (a) Any agent, broker, person leased to you by a labor leasing firm, factor, commission merchant, consignee, independent contractor or representative of the same general character; or
 - **(b)** Any "manager", director or trustee except while performing acts coming within the scope of the usual duties of an "employee".
 - c. "Manager" means a person serving in a directorial capacity for a limited liability company.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM GARAGE COVERAGE FORM

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

Schedule

The premium for this endorsement is \$

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

SUMMARY OF COVERAGES

- I. Section II Liability Coverage
 - A. Broad Form Insured
 - B. Employees as Insureds
 - C. Liability Coverage Extensions Supplementary Payments
 - D. Prejudgment Interest Coverage
 - E. Amendment of Fellow Employee Liability Exclusion
 - F. Additional Insured by Contract, Permit or Agreement
- II. Sections III and IV Physical Damage Coverage
 - A. Hired Car Physical Damage
 - **B. Physical Damage Coverage Extensions**
 - a. Transportation Expenses
 - b. Loss of Use Expenses
 - c. Extra Expense
 - C. Personal Effects Coverage
 - D. Accidental Discharge of Airbag
 - E. Lease/Loan Gap Coverage
 - F. Deductible Amendments
 - G. Towing and Labor
 - H. Rental Reimbursement
- III. Sections IV and V Conditions
 - A. Notice of and Knowledge of Occurrence
 - B. Unintentional Failure to Disclose Hazards
 - C. Hired Car Coverage Territory
 - D. Waiver of Subrogation
- IV. Sections V and VI Definitions
 - A. Mental Anguish
 - **B.** Additional Definitions
- V. Cancellation Conditions

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

A. BROAD FORM INSURED

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

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

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

B. EMPLOYEES AS INSUREDS

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

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

C. LIABILITY COVERAGE EXTENSIONS - SUPPLEMENTARY PAYMENTS

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

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

D. PREJUDGMENT INTEREST COVERAGE

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

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

E. AMENDMENT OF FELLOW EMPLOYEE LIABILITY EXCLUSION

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

F. ADDITIONAL INSURED BY CONTRACT, PERMIT OR AGREEMENT

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

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

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

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

A. HIRED CAR PHYSICAL DAMAGE

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

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

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

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

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

B. PHYSICAL DAMAGE COVERAGE EXTENSIONS

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

Coverage Extensions

a. Transportation Expenses

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

b. Loss of Use Expenses

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

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

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

c. Extra Expense

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

C. PERSONAL EFFECTS COVERAGE

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

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

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

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D. ACCIDENTAL DISCHARGE OF AIRBAG

The following is added to Section B. Exclusions:

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

E. LEASE/LOAN GAP COVERAGE

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

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

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

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

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

F. DEDUCTIBLE AMENDMENTS

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

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

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

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

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

G. TOWING AND LABOR

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

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

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

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H. RENTAL REIMBURSEMENT

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

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

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

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

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

A. NOTICE OF AND KNOWLEDGE OF OCCURRENCE

- 1. Your obligation in paragraph A.2.a., Loss Conditions Duties in the Event of Accident, Claim, Suit or Loss, relative to notification requirements apples only when the "accident" or "loss" is known to:
 - a. You, if you are an individual;
 - b. A partner, if you are a partnership;
 - c. A member, if you are a Limited Liability Company; or
 - d. An executive officer or insurance manager, if you are a corporation.
- 2. Your obligation in paragraph A.2.b., Loss Conditions Duties in the Event of Accident, Claim, Suit or Loss relative to providing us with documents concerning a claim or "suit" will not be considered breached unless the breach occurs after such claim or "suit" is known to:
 - a. You, if you are an individual;
 - b. A partner, if you are a partnership;
 - c. A member, if you are a Limited Liability Company; or
 - d. An executive officer or insurance manager, if you are a corporation.

B. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

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

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

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C. HIRED CAR - COVERAGE TERRITORY

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

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

D. WAIVER OF SUBROGATION

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

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

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

A. MENTAL ANGUISH

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

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

B. ADDITIONAL DEFINITIONS

The following definitions are added:

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

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

V. CANCELLATION CONDITION

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

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

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/25/2021

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.

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).												
PRODUCER Arthur J. Gallagher & Co.						CONTACT NAME: Kimberly Kleinman						
Insurance Brokers of CA., Inc.						(A/C, No, Ext): 818.539.8619 (A/C, No): 818.539.8719					9.8719	
505 N Brand Blvd, Suite 600						E-MAIL ADDRESS: Kimberly_Kleinman@ajg.com						
Glendale CA 91203						INSURER(S) AFFORDING COVERAGE					NAIC#	
						INSURER A: Quality Comp Inc						
INSURED HEAL360-01 HealthRIGHT 360						INSURER B:						
1563 Mission Street						INSURER C:						
San Francisco, CA 94103					INSURER D:							
						INSURER E :						
					INSURER F:							
COVERAGES CER			CATE	NUMBER: 362135376	REVISION NUMBER:							
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.												
INSR LTR	TYPE OF INSURANCE		SUBR WVD	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)		LIMIT	s		
	COMMERCIAL GENERAL LIABILITY							EACH OCCURRENC		\$		
	CLAIMS-MADE OCCUR							DAMAGE TO RENTI PREMISES (Ea occu		\$		
								MED EXP (Any one	person)	\$		
								PERSONAL & ADV I	INJURY	\$		
	GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREG	SATE	\$		
	POLICY PRO- LOC							PRODUCTS - COMP	P/OP AGG	\$		
	OTHER:							COMPINED CINCLE	LIMIT	\$		
	AUTOMOBILE LIABILITY							COMBINED SINGLE (Ea accident)		\$		
	ANY AUTO OWNED SCHEDULED						BODILY INJURY (Per person) \$					
	AUTOS ONLY AUTOS							BODILY INJURY (Pe		\$		
	HIRED AUTOS ONLY NON-OWNED AUTOS ONLY							PROPERTY DAMAG (Per accident)	5 E	\$		
										\$		
	UMBRELLA LIAB OCCUR							EACH OCCURRENCE	CE	\$		
	EXCESS LIAB CLAIMS-MADE	CLAIWS-WADE						AGGREGATE		\$		
	DED RETENTION\$							DED	OTH.	\$		
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N		Υ	0150730716		1/1/2021	1/1/2022	X PER STATUTE	OTH- ER			
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N/A						E.L. EACH ACCIDENT		\$ 1,000		
	(Mandatory in NH) If yes, describe under							E.L. DISEASE - EA E	EMPLOYEE			
	DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POL	ICY LIMIT	\$ 1,000	,000	
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Re: HealthRIGHT 360 Outpatient Program, 1735 Mission St. #3280, San Francisco, CA 94103.												
10. Health 1011 000 Calpation 1 10grain, 1700 Mission Ot. #0200, Oal 1 Tahoisto, OA 34 100.												
Waiver of Subrogation on Worker compensation applies in favor of City and County .												
CERTIFICATE HOLDER CANCELLATION												
City & County of San Francisco Dept. of Public Health						SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.						
San Francisco CA 94102						Meluse Cum						





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

To Whom It May Concern:

As proof of workers' compensation coverage, I would like to provide you with the attached Certificate of Consent to Self-Insure issued to Quality Comp, Inc. by the Department of Industrial Relations, Office of Self-Insurance Plans. This Certificate carries an effective date of December 1, 2004 and does not have an expiration date. The Quality Comp, Inc. program has excess insurance coverage with Safety National Casualty Corporation. Safety National is a fully licensed and admitted writer of Excess Workers' Compensation Insurance in the State of California (NAIC #15105). The company is rated "A++ Superior" Category "XV" by A.M. Best & Company.

Specific Excess Insurance

Excess Workers' Compensation: Statutory per occurrence excess of \$500,000

Employers Liability: \$1,000,000 Limit

Term of Coverage

Effective Date: January 1, 2021 Expiration: January 1, 2022

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

Sincerely,

Jacqueline Harris

Director of Underwriting

Jacquelise Harris

RPS Monument

STATE OF CALIFORNIA
DEPARTMENT OF INDUSTRIAL RELATIONS

OFFICE OF THE DIRECTOR

NUMBER 4515

CERTIFICATE OF CONSENT TO SELF-INSURE

Quality Comp, Inc.

THIS IS TO CERTIFY, That (a CA corporation)

Sections 3700 to 3705, inclusive, of the Labor Code of the State of California and is hereby granted this has complied with the requirements of the Director of Industrial Relations under the provisions of Certificate of Consent to Self-Insure.

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

EFFECTIVE:

THE 1St DAY OF December 2004

JOHN'M. REA

DEPARTMENT OF INDUSTRIAL RELATIONS

OF CALIFORNIA

HE STATE

MARK T. JOHNSON

• Revocation of Certificate—"A certificate of consent to self-fusure may be revoked by the Director of Industrial Relations at any time for good cause after a hearing. Good cause includes, among other things, the impairment of the solvency of such employer, the inability of the employer to fulfill his obligations, or the practice by such employer or his agent in charge of the administration of obligations under this division of any of the following: (a) Habitually and as a matter of practice and custom inducing claimants for compensation to accept less than the compensation due or making it necessary for them to resort to proceedings against the employer to secure the compensation due; (b) Discharging his compensation obligations in a dishonest manner: (c) Discharging his compensation obligations in such a manner as to cause injury to the public or those dealing with him." (Section 3702 of Labor Code.) The Certificate may be revoked for noncompliance with Title 8, California Administrative Code, Group 2—Administration of Self-Insurance.

A MONITO

DEPARTMENT OF INDUSTRIAL RELATIONS OFFICE OF SELF-INSURANCE PLANS

11050 Olson Drive, Suite 230 Rancho Cordova, CA 95670 Phone No. (916) 464-7000 FAX (916) 464-7007



CERTIFICATION OF SELF-INSURANCE OF WORKERS' COMPENSATION

TO WHOM IT MAY CONCERN:

This certifies that Certificate of Consent to Self-Insure No. 4515 was issued by the Director of Industrial Relations to:

Quality Comp, Inc.

under the provisions of Section 3700, Labor Code of California with an effective date of **December 1, 2004.** The certificate is currently in full force and effective.

Dated at Sacramento, California This day the 03rd of December 2020

Lyn Asio Booz, Chief

ORIG: Jackie Harris

Director Of Underwriting Monument Insurance Services 255 Great Valley Pkwy, Ste 200

Malvern, Pa 19355

NUMBER: 4515 - 0088

STATE OF CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS OFFICE OF THE DIRECTOR

CERTIFICATE OF CONSENT TO SELF-INSURE

THIS IS TO CERTIFY, That

Healthright 360

(Name of Affiliate)
STATE OF INCORPORATION CA

Quality Comp, Inc.

(Master CertificateHolder) STATE OF INCORPORATION CA

Mustine Baker

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

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

EFFECTIVE DATE:

July 1, 2016

DEPARTMENT OF INDUSTRIAL RELATIONS
OF THE STATE OF CALIFORNIA

Lyn Asio Booz, Chief

Christine Baker, Director

*Revocation of Certificate.--"A certificate of consent to self-insure may be revoked by the Director of Industrial Relations at any time for good cause after a hearing. Good cause includes, among other things, the impairment of solvency of such employer, the inability of the employer to fulfill his obligations, or the practice of such employer or his agent in charge of the administration of obligations, under the this division of any of the following: (a) Habitually and as a matter of practice and custom inducing claimants for compensation to accept less than the compensation due or making it necessary for them to resort to proceedings against the employer to secure the compensation due; (b) Discharging his compensation obligations in a dishonest manner; (c) Discharging his compensation obligations in such a manner as to cause injury to the public or those dealing with him." (Section 3702 of Labor Code.) The Certificate may be revoked for non compliance with Title 8, California Administrative Code, Group 2 -- Administration of Self Insurance





WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS

Quality Comp, Inc. is a Group Self-Insurance Program authorized by the Office of Self-Insurance Plans to provide workers' compensation to approved members. The Board of Directors of Quality Comp, Inc. has authorized the Program Administrator to waive rights of subrogation in certain instances.

This change in coverage, effective 12:01 AM January 1, 2021, forms part of the member's coverage in Self-Insurance Group No. 4515.

Issued to Healthright 360

By Quality Comp, Inc.

The Program has the right to recover our payments from anyone liable for an injury covered by this employer. 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.)

The additional premium for this change shall be Waived for 2021.

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

Funding source for healthcare operations

Countersigned by_

Vicki Eberwein, Program Administrator, Authorized Representative