

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

First Amendment

THIS AMENDMENT (this "Amendment") is made as of **March 20, 2012**, in San Francisco, California, by and between **Haight Ashbury Free Clinic-Walden House – Jail Psychiatric Services** ("Contractor"), and the City and County of San Francisco, a municipal corporation ("City"), acting by and through its Director of the Office of Contract Administration.

RECITALS

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

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

WHEREAS, approval for this Amendment was obtained when the Civil Service Commission approved Contract number **4151-09/10** on **June 21, 2010**;

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

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

1a. Agreement. The term "Agreement" shall mean the Agreement dated July 1, 2010 from the RFP 23-2009, dated July 31, 2009, Contract Numbers DPHG11000009 and DPHG11000260 between Contractor and City, as amended by this First Amendment.

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

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

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

2. Term of the Agreement

Subject to Section 1, the term of this Agreement shall be from July 1, 2010 to June 30, 2012.

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

2. Term of the Agreement

Subject to Section 1, the term of this Agreement shall be from July 1, 2010 to December 31, 2015.

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

5. Compensation

Compensation shall be made in monthly payments on or before the 30th day of each month for work, as set forth in Section 4 of this Agreement, that the Director of the Public Health Department, in his or her sole discretion, concludes has been performed as of the 30th day of the immediately preceding month. In no event shall the amount of this Agreement exceed **Seven Million One Hundred Forty Seven Thousand Eight Hundred Sixty Two**

Dollars (\$7,147,862) The breakdown of costs associated with this Agreement appears in Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein.

No charges shall be incurred under this Agreement nor shall any payments become due to Contractor until reports, services, or both, required under this Agreement are received from Contractor and approved by The Department of Public Health as being in accordance with this Agreement. City may withhold payment to Contractor in any instance in which Contractor has failed or refused to satisfy any material obligation provided for under this Agreement.

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

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

5. Compensation

Compensation shall be made in monthly payments on or before the 30th day of each month for work, as set forth in Section 4 of this Agreement, that the Director of the Public Health Department, in his or her sole discretion, concludes has been performed as of the 30th day of the immediately preceding month. In no event shall the amount of this Agreement exceed **Nine Million Nine Hundred Ninety Nine Thousand Dollars (\$9,999,000)**. The breakdown of costs associated with this Agreement appears in Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein.

No charges shall be incurred under this Agreement nor shall any payments become due to Contractor until reports, services, or both, required under this Agreement are received from Contractor and approved by The Department of Public Health as being in accordance with this Agreement. City may withhold payment to Contractor in any instance in which Contractor has failed or refused to satisfy any material obligation provided for under this Agreement.

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

2c. Revised Appendix J, Emergency Response is hereby attached.

2d. Appendix K, The Declaration of Compliance is hereby added.

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

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

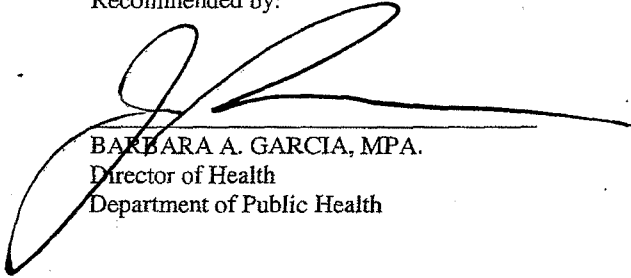
IN WITNESS WHEREOF, Contractor and City have executed this Amendment as of the date first referenced above.

CITY


CONTRACTOR:

Recommended by:

Haight Ashbury Free Clinics, Inc.
- Jail Psychiatric Services



BARBARA A. GARCIA, MPA.
Director of Health
Department of Public Health

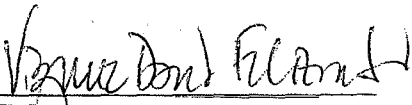


Name: Vjeka Elsen
Title: Executive Director
P. O. Box 29917
San Francisco, CA 94129

Approved as to Form:


City vendor number: 08817

Dennis J. Herrera
City Attorney

for 

By: SHERRIL SOKELAND KAISER
Deputy City Attorney

Approved:



for NAOMI KELLY
Director of the Office of Contract Administration, and
Purchaser

1570014 64 1103
RECEIVED
HAFG - Jail Psychiatric Services
CMS#6923
3/20/12

ADPICS/FAMIS - FY 11-12
 CITY/COUNTY OF SAN FRANCISCO
 CONTRACT PURCHASE ORDER INPUT FORM

Original
 Modification-Increase
 -Decrease
 Date Change Only

DOCUMENT NUMBER	DEPARTMENT DPH 81 / CHN / Jail Health Services
	DEPARTMENT CONTROL NO. CHN-12-06550
DATE 3/22/12	PAGE 1 OF 1

Complete for Contract Order type Agreements and Contracts		ORIGINAL CONTRACT NUMBER BPHG11000009	PERIOD COVERED FROM 07/01/11 TO 06/30/12
AMOUNT OF THIS DBPO	TOTAL APPROVED CONTRACT \$ 9,999,000		
OTHER DEPARTMENT INFORMATION OR NUM CMS#6923	CIVIL SERVICE RESOLUTION NO. 4151-09/10 6/21/10		

CONTRACTOR: ADDRESS Haight Ashbury Free Clinic-Walden House Jail Psych Services P.O. Box 29917 San Francisco CA 94129-0917	VENDOR NO.: 08817 SUFFIX: 01	DELIVER TO: Services to be provided to clients at Contractor's treatment sites.	SEND INVOICES IN DUPLICATE (Inter-Office) CHN Accounting Office, SFGH Bldg. 20, Ward 25, Rm. 2512 1001 Potrero Ave. SF 94110
FEIN/SSN No. 94-6129071	Phone # 552-2114		

TERMS OF PAYMENT Monthly	RETAINAGE REQUIRED, YES/NO: NO IF YES, AMOUNT OR %	INSURANCE REQUIRED	EXPIRATION DATE	ATTACH
------------------------------------	--	--------------------	-----------------	--------

COMMODITY OR SERVICE CODE #	DETAILED DESCRIPTION OF SERVICES AND PRODUCTS	WORKER'S COMP	AMOUNT	EXPIRATION DATE	ATTACH																																			
7400-18	FY 11-12 #3 Contract Extension <table border="1"> <tr> <th>Contract Term:</th> <th>AMT OF DBPO</th> <th>CHANGE ORDER</th> <th>Revised DBPO</th> </tr> <tr> <td>7/1/10-12/31/15</td> <td></td> <td></td> <td></td> </tr> <tr> <td>10/11 Prev. Encumb.</td> <td>\$ 3,191,010</td> <td></td> <td></td> </tr> <tr> <td>11/12 Prev. Encumb.</td> <td>\$ 3,191,010</td> <td></td> <td></td> </tr> <tr> <td>12/13 To Be Encum</td> <td>\$ 3,191,010</td> <td></td> <td></td> </tr> <tr> <td>13/14 To Be Encum</td> <td>\$ 425,970</td> <td></td> <td></td> </tr> <tr> <td>14/15 TBD</td> <td></td> <td></td> <td></td> </tr> <tr> <td>15/16 TBD</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Total contract</td> <td>\$ 9,999,000</td> <td></td> <td>\$ -</td> </tr> </table>	Contract Term:	AMT OF DBPO	CHANGE ORDER	Revised DBPO	7/1/10-12/31/15				10/11 Prev. Encumb.	\$ 3,191,010			11/12 Prev. Encumb.	\$ 3,191,010			12/13 To Be Encum	\$ 3,191,010			13/14 To Be Encum	\$ 425,970			14/15 TBD				15/16 TBD				Total contract	\$ 9,999,000		\$ -	\$1,000,000	7/1/2012	<input checked="" type="checkbox"/>
		Contract Term:	AMT OF DBPO	CHANGE ORDER	Revised DBPO																																			
		7/1/10-12/31/15																																						
		10/11 Prev. Encumb.	\$ 3,191,010																																					
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		14/15 TBD																																						
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		Total contract	\$ 9,999,000		\$ -																																			
		\$1,000,000	7/1/2012	<input checked="" type="checkbox"/>																																				
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		Professional																																						
		INSURANCE-	\$1,000,000	7/1/2012	<input checked="" type="checkbox"/>																																			
		OTHER INSURANCE-			<input type="checkbox"/>																																			
		ATTACHMENTS - Please identify by title or description			<input type="checkbox"/>																																			
		SYSTEM USE			<input type="checkbox"/>																																			

PREPARED BY (Print) Ada Ling Senior Administrative Analyst Phone # 255-3493 Fax # 252-3088	APPROVALS		
APPROVED BY (Signature) (Print Name)	MATERIALS, SUPPLIES, & SERVICES - PURCHASER	REAL PROPERTY LEASES & RENT - DIRECTOR OF PROPERTY	CONTROLLER

Line No.	Document Number	Amount	Index Code	Sub-Object	User Code	Project	Grant	Grant Detail	ATTACHED
		\$ -							<input type="checkbox"/>

Nos. of Pages

**Appendix B
Calculation of Charges**

1. Method of Payment

Actual Cost

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

2. Program Budgets and Final Invoice

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

Appendix B Budget Summary

Appendix B-1 Jail Psychiatric Services

B. Contractor understands that, of the maximum dollar obligation **Nine Million Nine Hundred Ninety Nine Thousand Dollars (\$9,999,000)** listed in Section 5 of this Agreement, **\$0.00** is included as a contingency amount and is neither to be used in Program Budgets attached to this Appendix, or available to Contractor without a modification to this Agreement executed in the same manner as this Agreement or a revision to the Program Budgets of Appendix B, which has been approved by Contract Administrator. 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 Controller. Contractor agrees to fully comply with these laws, regulations, and policies/procedures.

July 1, 2010 through June 30, 2011	\$3,191,010
July 1, 2011 through June 30, 2012	\$3,191,010
July 1, 2012 through December 31, 2015	<u>\$3,616,980</u>
July 1, 2010 through December 31, 2015	\$9,999,000

C. Contractor agrees to comply with its Program Budgets of Appendix B in the provision of Services. Changes to the budget that do not increase or reduce the maximum dollar obligation of the City are subject to the provisions of the Department of Public Health Policy/Procedure Regarding Contract Budget Changes. Contractor agrees to comply fully with that policy/procedure.

D. A final closing invoice, clearly marked "FINAL," shall be submitted no later than forty-five (45) calendar days following the closing date 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.

	A	B	C	D	E	
1					Appendix B	Page 2
2					Document Date	12/14/2011
3	DEPARTMENT OF PUBLIC HEALTH CONTRACT BUDGET SUMMARY					
4	BY PROGRAM					
5	Contractor's Name			Contract Term		
6	Haight Ashbury Free Clinics-Walden House			7/1/11 - 6/30/12		
7	(Check One) New <input type="checkbox"/> Renewal <input checked="" type="checkbox"/> Modification <input type="checkbox"/>					
8	If modification, Effective Date of Mod.:		No. of Mod.:			
9	Program	Jail Psychiatric Services	n/a	n/a	Total	
10	Program Narrative Page No.(s)	Exhibit A				
11	Program Term	7/1/11 - 6/30/12			7/1/11 - 6/30/12	
12	Expenditures					
13	Salaries & Benefits	2,730,851			2,730,851	
14	Operating Expense	118,265			118,265	
15	Capital Expenditure					
16	Direct Cost	2,849,116			2,849,116	
17	Indirect Cost	341,894			341,894	
18	<i>Indirect Percentage (%) of direct cost (Line 16)</i>	12.00%			12.00%	
19	Total Expenditures	3,191,010			3,191,010	
20	DPH Revenues					
21	COUNTY OTHER	3,191,010			3,191,010	
22					-	
23	General Fund Contingency (12%)				-	
24						
25						
26					-	
27						
28	TOTAL DPH REVENUES	3,191,010			3,191,010	
29	Other Revenues					
30						
31						
32						
33						
34	Total Revenues	3,191,010			3,191,010	
35	Total Units of Service	See DPH #1A			See DPH #1A	
36	Cost Per Unit of Service	See DPH #1A			See DPH #1A	
37	Full Time Equivalent (FTE)	32.11			32.11	
38	Prepared by: Carrie Gustafson		Telephone No.: 995-1715			
39	DPH-CO Review Signature: _____					
40	DPH #1					

	A	B	C	D	E	F	
1						Appendix B	Page 3.
2						Document Date	12/14/2011
3							
4	SUMMARY OF CLIENT SERVICES						
5	BY PROGRAM						
6							
7	Program Name	Jail Psychiatric Services			TERM:	7/1/11 - 6/30/12	
8	(Same as Line 9 on DPH #1)						
9							
10		Total	No. of	No. of	Cost Per		
11	Mode and Service Function	Cost	Clients	Units	Unit		
12	15/30 Assessment/Evaluation	591,000	5,500	6,000	98.50		
13	15/40 Individual Treatment	1,920,268	INCL	26,305	73.00		
14	15/10 Collateral Services	190,408	INCL	3,400	56.00		
15	50/10 Case Management	440,000	INCL	11,000	40.00		
16	Discharge Planning	49,334	900	1,794	27.50		
17							
18							
19	Total:	3,191,010		48,499			
20							
21	Program Name				TERM:		
22	(Same as Line 9 on DPH #1)						
23							
24		Total	No. of	No. of	Cost Per		
25	Mode and Service Function	Cost	Clients	Units	Unit		
26							
27							
28							
29							
30							
31							
32							
33							
34	Program Name				TERM:		
35	(Same as Line 9 on DPH #1)						
36							
37		Total	No. of	No. of	Cost Per		
38	Mode and Service Function	Cost	Clients	Units	Unit		
39							
40							
41							
42							
43							
44							
45							
46	DPH #1A						

	A	B	C	D	E	F	G	H	I
1							Appendix B-1		Page 3
2							Document Date		12/14/2011
3									
4	Program Name	Jail Psychiatric Services							
5	(Same as line 9 on DPH #1)								
6									
7		Indirect Cost Detail							
8									
9	1. Salaries and Benefits				PREVIOUS		PROPOSED		
10					TRANSACTION		TRANSACTION		
11			TERM	7/1/09-6/30-10	TERM	7/1/11 - 6/30/12		INCREASE	
12	Position Title	FTE	SALARIES		FTE	SALARIES		(DECREASE)	
13	President			-			-	-	
14	Chief Executive Officer	0.2742		64,106	0.2375		55,813	(8,294)	
15	Chief Financial Officer	0.2742		27,279	0.2375		23,750	(3,529)	
16	Administrative Support	0.0823		21,714	0.7125		18,905	(2,809)	
17	Accounting Department	1.6452		65,645	1.4250		57,153	(8,492)	
18	Human Resources Department	0.8226		26,746	0.7125		23,287	(3,459)	
19								-	
20									
21									
22									
23	EMPLOYEE FRINGE BENEFITS	23%		53,429	23%		41,152	(12,278)	
24	TOTAL SALARIES & BENEFITS	4.1892		258,919	3.3250		220,059	(38,860)	
25									
26	2. Operating Cost								
27									
28	Expenditure Category								
29	Rental of Property			16,490			14,357	(2,133)	
30	Utilities (Elec, Water, Gas, Phone, Scavenger)			13,748			11,970	(1,778)	
31	Building Maintenance Supplies and Repair			10,096			8,793	(1,303)	
32	Office Supplies and Postage			18,634			16,224	(2,410)	
33	Insurance, Audit, and Legal			24,856			21,644	(3,212)	
34	Staff Training			259			226	(33)	
35	Rental of Equipment			109			95	(14)	
36	Staff Travel			20,275			17,653	(2,622)	
37	Consultants and Subcontractors			35,464			30,877	(4,587)	
38				-			-		
39									
40									
41	TOTAL OPERATING COST			139,931			121,838	(18,093)	
42									
43	TOTAL INDIRECT COST			398,850			341,894	(56,956)	
44	(Salaries & Benefits + Operating Cost)								
45	DPH #5								

Appendix J

Emergency Response

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

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

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

Appendix K

THE DECLARATION OF COMPLIANCE

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

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

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

PRODUCER
Heffeman Insurance Brokers
1350 Carback Avenue
Walnut Creek, CA 94596
CA License #0564249

CONTACT NAME: Sheilaine Gonsalves
PHONE (A/C, No, Ext): 925-934-8500 (A/C, No): 925-934-8278
EMAIL ADDRESS: ShelaineG@heffins.com

INSURED
Haight Ashbury Free Clinic, Inc.
1735 Mission Street
San Francisco, CA 94103

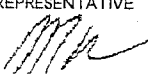
INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	Arch Insurance Company	11150
INSURER B:	Everest Insurance Company	10851
INSURER C:	Travelers	19038
INSURER D:	Great American	39896
INSURER E:		
INSURER F:		

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	X		NTPKG0068200	07/01/11	07/01/12	EACH OCCURRENCE	\$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$3,000,000
							PRODUCTS - COMP/OP AGG	\$3,000,000
								\$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			NTAUT0026000	07/01/11	07/01/12	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$			NTUMB0032600	07/01/11	07/01/12	EACH OCCURRENCE	\$3,000,000
							AGGREGATE	\$3,000,000
								\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? (Mandatory in N.H.) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	6600001439111	07/01/11	07/01/12	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	1,000,000
							E.L. DISEASE - EA EMPLOYEE	1,000,000
							E.L. DISEASE - POLICY LIMIT	1,000,000
A	Professional Liability Excess Professional Liability			NTPKG0068200 NTUMB0032600	07/01/11 07/01/11	07/01/12 07/01/12	Each claim/aggregate	\$1mm/\$3mm
C	Crime			105642284	07/01/11	07/01/12	Limit	\$10,000,000
D	Excess Crime			SAA024161700	07/01/11	07/01/12	Limit	\$10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101. Additional Remarks Schedule, if more space is required)
The City & County of San Francisco, its officers, agents and employees are included as additional insured with respects to general liability & automobile liability per the form on file with the carrier.

CERTIFICATE HOLDER
City & County of San Francisco
It's officers, agents & Employees
1380 Howard Street Rm442
San Francisco, 94103

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


THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

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

The City & County of San Francisco, its officers, agents and employees are included as additional insured with respects to general liability per the form on file with the carrier.

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

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ULTRA AUTO PLUS ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

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

EXTENDED CANCELLATION CONDITION

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

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

TEMPORARY SUBSTITUTE AUTO – PHYSICAL DAMAGE COVERAGE

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

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

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

BROAD FORM NAMED INSURED

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

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

BLANKET ADDITIONAL INSURED

SECTION II – LIABILITY COVERAGE – A.1. WHO

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

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

(1) The "insured Contract" must be in effect during the policy period shown in the Declarations, and must have been executed prior to the "bodily injury" or "property damage".

(2) This person or organization is an "insured" only to the extent you are liable due to your ongoing operations for that insured, whether the work is performed by you or for you, and only to the extent you are held liable for an "accident" occurring while a covered "auto" is being driven by you or one of your employees.

(3) There is no coverage provided to this person or organization for "bodily injury" to its employees, nor for "property damage" to its property.

(4) Coverage for this person or organization shall be limited to the extent of your negligence or fault according to the applicable principles of comparative negligence or fault.

(5) The defense of any claim or "suit" must be tendered by this person or organization as soon as practicable to all other insurers which potentially provide insurance for such claim or "suit".

(6) The coverage provided will not exceed the lesser of

- (a) the coverage and/or limits of this policy; or

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

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

FELLOW EMPLOYEE COVERAGE - EXECUTIVE OFFICES

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

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

PHYSICAL DAMAGE - ADDITIONAL TRANSPORTATION EXPENSE COVERAGE

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

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

AIRBAG COVERAGE

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

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

LEASE GAP COVERAGE

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

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

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

GLASS REPAIR - WAIVER OF DEDUCTIBLE

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

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

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

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

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

UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

SECTION IV – BUSINESS AUTO CONDITIONS – B.2. is amended by the addition of the following:

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

RESULTANT MENTAL ANGUISH COVERAGE

SECTION V – DEFINITIONS – C. is replaced by the following:

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

HIRED AUTO PHYSICAL DAMAGE COVERAGE

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

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

HIRED AUTO PHYSICAL DAMAGE COVERAGE – LOSS OF USE

SECTION III – PHYSICAL A.4.b Form does not

apply.

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

RENTAL REIMBURSEMENT COVERAGE

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

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

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

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

2. 30 days.

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

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

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

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

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

AUDIO, VISUAL AND SATA ELECTRONIC

EQUIPMENT COVERAGE

A. Coverage

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

B. Exclusions

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

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

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

installed in the covered "auto"; and

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

C. Limit of Insurance

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

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

1. an adjustment for depreciation and physical condition will be made in determining actual cash value at the time of the "loss."

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

D. Deductible

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

2. If "loss" to the audio, visual or data electronic equipment or accessories used with this equipment is the result of a "loss" to the covered "auto" under the Business Auto Coverage form's specified Causes of Loss coverage, then for each covered

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

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

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

BLANKET WAIVER OF SUBROGATION

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

PERSONAL EFFECTS COVERAGE

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

c. Personal Effects Coverage

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

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ULTRA AUTO PLUS ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

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

EXTENDED CANCELLATION CONDITION

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

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

TEMPORARY SUBSTITUTE AUTO – PHYSICAL DAMAGE COVERAGE

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

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

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

BROAD FORM NAMED INSURED

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

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

BLANKET ADDITIONAL INSURED

SECTION II – LIABILITY COVERAGE – A.1. WHO

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

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

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