

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

**First Amendment**

THIS AMENDMENT (this "Amendment") is made as of 1<sup>st</sup> day of July, 2013, in San Francisco, California, by and between Helios Healthcare, L.L.C ("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 increase the compensation amount and extend the term of the agreement;

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

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

a. **Agreement.** The term "Agreement" shall mean the Agreement dated July 1, 2011 between Contractor and City, as amended by this amendment.

b. **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:

a. **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, 2011 to June 30, 2014**. The City shall have the sole discretion to exercise the following options pursuant to RFP-1-2011 dated January 13, 2011 to extend the Agreement term:

- Option 1: July 1, 2014 – June 30, 2015
- Option 2: July 1, 2015 – June 30, 2016
- Option 3: July 1, 2016 – June 30, 2017
- Option 4: July 1, 2017 – June 30, 2018

**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, 2011 to December 31, 2014**. The City shall have the sole discretion to exercise the following options pursuant to RFP-1-2011 dated January 13, 2011 to extend the Agreement term:

- Option 1: July 1, 2014 – June 30, 2015
- Option 2: July 1, 2015 – June 30, 2016
- Option 3: July 1, 2016 – June 30, 2017
- Option 4: July 1, 2017 – June 30, 2018

b. **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 Department of Public Health, in his or her sole discretion, concludes has been performed as of the 1st day of the immediately preceding month. In no event shall the amount of this Agreement exceed **Three Million Six Hundred Forty-Eight Thousand Five Hundred Forty Dollars (\$3,648,540)**. The breakdown of costs associated with this Agreement appears in Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein. No charges shall be incurred under this Agreement nor shall any payments become due to Contractor until reports, services, or both, required under this Agreement are received from Contractor and approved by Department of Public Health as being in accordance with this Agreement. City may withhold payment to Contractor in any instance in which Contractor has failed or refused to satisfy any material obligation provided for under this Agreement. In no event shall City be liable for interest or late charges for any late payments.

Such section is hereby amended in its entirety to 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 Department of Public Health, in his or her sole discretion, concludes has been performed as of the 1st day of the immediately preceding month. In no event shall the amount of this Agreement exceed **Six Million Three Hundred Eighty Eight Thousand Five Hundred Fifty One Dollars (\$6,388,551)**. The breakdown of costs associated with this Agreement appears in Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein. No charges shall be incurred under this Agreement nor shall any payments become due to Contractor until reports, services, or both, required under this Agreement are received from Contractor and approved by Department of Public Health as being in accordance with this Agreement. City may withhold payment to Contractor in any instance in which Contractor has failed or refused to satisfy any material obligation provided for under this Agreement. In no event shall City be liable for interest or late charges for any late payments.

c. **Section 59 Food Service Waste Reduction Requirements** currently reads as follows:

59. **Food Service Waste Reduction Requirements.** Effective June 1, 2007 Contractor agrees to comply fully with and be bound by all of the provisions of the Food Service Waste Reduction Ordinance, as set forth in San Francisco Environment Code Chapter 16, including the remedies provided, and implementing guidelines and rules. The provisions of Chapter 16 are incorporated herein by reference and made a part of this Agreement as though fully set forth. This provision



is a material term of this Agreement. By entering into this Agreement, Contractor agrees that if it breaches this provision, City will suffer actual damages that will be impractical or extremely difficult to determine; further, Contractor agrees that the sum of one hundred dollars (\$100) liquidated damages for the first breach, two hundred dollars (\$200) liquidated damages for the second breach in the same year, and five hundred dollars (\$500) liquidated damages for subsequent breaches in the same year is reasonable estimate of the damage that City will incur based on the violation, established in light of the circumstances existing at the time this Agreement was made. Such amount shall not be considered a penalty, but rather agreed monetary damages sustained by City because of Contractor's failure to comply with this provision.

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

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

**d. Appendix B and B-1 dated 7/1/13 (i.e., July 1, 2013) are hereby added and incorporated for reference for FY 13/14.**

**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.



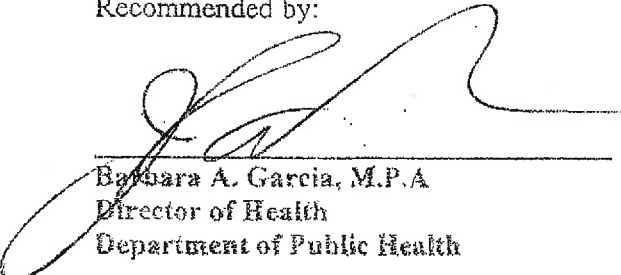
IN WITNESS WHEREOF, Contractor and City have executed this Amendment as of the date first referenced above:

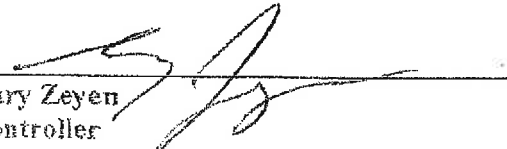
CITY

CONTRACTOR

Recommended by:

Helios Healthcare, LLC

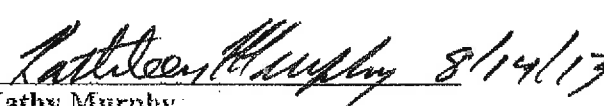
  
Barbara A. Garcia, M.P.A.  
Director of Health  
Department of Public Health

  
Gary Zeyen  
Controller  
520 Capitol Mall, Suite 800  
Sacramento, CA 95814-4716

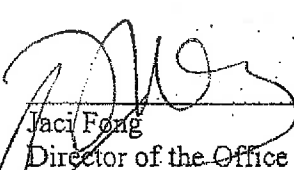
City vendor number: 80514

Approved as to Form:

Dennis J. Herrera  
City Attorney

By:  8/14/13  
Kathy Murphy  
Deputy City Attorney

Approved:

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

RECEIVED  
PURCHASING DEPARTMENT  
13 SEP 26 AM 8:44



**B. COMPENSATION**

Compensation shall be made in monthly payments on or before the 30<sup>th</sup> day after the DIRECTOR, in his or her sole discretion, has approved the invoice submitted by CONTRACTOR. The maximum dollar obligation of the CITY under the terms of this Agreement shall not exceed **Six Million Three Hundred Eighty Eight Thousand Five Hundred Fifty One Dollars (\$6,388,551)** for the period of **July 1, 2011 through December 31, 2014**.

CONTRACTOR understands that, of this maximum dollar obligation, \$362,191 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, based on the CITY's allocation of funding for SERVICES for the appropriate fiscal year. CONTRACTOR shall create these Appendices in compliance with the instructions of the Department of Public Health. These Appendices shall apply only to the fiscal year for which they were created. These Appendices shall become part of this Agreement only upon approval by the CITY.

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

July 1, 2011 through June 30, 2012	\$1,319,875
July 1, 2012 through June 30, 2013	\$1,688,222
July 1, 2013 through June 30, 2014	\$2,012,175
July 1, 2014 through December 31, 2014	\$1,006,088
<b>Total: July 2011 through December 31, 2014</b>	<b>\$6,026,360</b>

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

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

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

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

**Appendix B**  
**Calculation of Charges**  
7/1/13-6/30/14

**I. Method of Payment**

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

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

- (1) Fee For Service (Monthly Reimbursement by Certified Units at Budgeted Unit Rates)  
CONTRACTOR shall submit monthly invoices in the format attached, Appendix F, and in a form acceptable to the Contract Administrator, by the fifteenth (15<sup>th</sup>) calendar day of each month, based upon the number of units of service that were delivered in the preceding month. All deliverables associated with the SERVICES defined in Appendix A times the unit rate as shown in the appendices cited in this paragraph shall be reported on the invoice(s) each month. All charges incurred under this Agreement shall be due and payable only after SERVICES have been rendered and in no case in advance of such SERVICES.
- (2) Cost Reimbursement (Monthly Reimbursement for Actual Expenditures within Budget):  
CONTRACTOR shall submit monthly invoices in the format attached, Appendix F, and in a form acceptable to the Contract Administrator, by the fifteenth (15<sup>th</sup>) calendar day of each month for reimbursement of the actual costs for SERVICES of the preceding month. All costs associated with the SERVICES shall be reported on the invoice each month. All costs incurred under this Agreement shall be due and payable only after SERVICES have been rendered and in no case in advance of such SERVICES.

**B. Final Closing Invoice**

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

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

**2. Program Budgets and Final Invoice**

- A. Program Budgets are listed below and are attached hereto.  
Appendix B-1 - Idylwood Care Center Rate Schedule

FY 2013-14  
APPENDIX B-1  
7/1/2013

Facility	Rate
Idylwood	
Neuro	\$ 118.00
Neuro Single	\$ 143.00
1:1/line of sight x 1 shift	\$ 236.00
1:1/line of sight x 2 shifts	\$ 354.00
1:1/line of sight x 3 shifts	\$ 472.00



**DEPARTMENT OF PUBLIC HEALTH CONTRACTOR  
 FEE FOR SERVICE STATEMENT OF DELIVERABLES AND INVOICE**

Appendix F  
 PAGE A

Control Number

Contractor: Helios Healthcare, LLC

Address: 520 Capitol Mall, Suite 800, Sacramento, CA 95814-4716

Tel No.: (916) 471-2235

Fax No.:

Funding Term: 07/01/2013 - 06/30/2014

PHP Division: Community Behavioral Health Services

INVOICE NUMBER:

Ct.Blanket No.: BPHM

Ct. PO No.: POHM

Fund Source:

Invoice Period:

Final Invoice:  (Check if Yes)

ACE Control Number:

Unduplicated Clients for Exhibit:	Total Contracted Exhibit UDC	Delivered THIS PERIOD Exhibit UDC	Delivered to Date Exhibit UDC	% of TOTAL Exhibit UDC	Remaining Deliverables Exhibit UDC

\*Unduplicated Counts for AdS Use Only

DELIVERABLES Program Name/Reptg. Unit Modality/Mode # - Svc Func (MH only)	Total Contracted		Delivered THIS PERIOD		Unit Rate	AMOUNT DUE	Delivered to Date		% of TOTAL		Remaining Deliverables	
	UOS	CLIENTS	UOS	CLIENTS			UOS	CLIENTS	UOS	CLIENT	UOS	CLIENTS
Facility - Idytwood												
Neuro					\$ 118.00	\$ -	0.000		#DIV/0!		0.000	
Neuro Single					\$ 143.00	\$ -	0.000		#DIV/0!		0.000	
1:1/ Line of Sight x 1 Shift					\$ 236.00	\$ -	0.000		#DIV/0!		0.000	
1:1/ Line of Sight x 1 Shift					\$ 354.00	\$ -	0.000		#DIV/0!		0.000	
1:1/ Line of Sight x 1 Shift					\$ 472.00	\$ -	0.000		#DIV/0!		0.000	
<b>TOTAL</b>	-		0.000					0.000	#DIV/0!		0.000	

SUBTOTAL AMOUNT DUE \$  
 Less: Initial Payment Recovery  
 (For DPH Use) Other Adjustments  
 NET REIMBURSEMENT \$

NOTES:

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

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_

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

DPH Authorization for Payment  
 \_\_\_\_\_  
 Authorized Signatory \_\_\_\_\_ Date \_\_\_\_\_



## CERTIFICATE OF INSURANCE

This *Certificate* is issued as a matter of information only and confers no rights upon the Certificate Holder. This *Certificate* is not an insurance policy and does not amend, extend or alter the coverage afforded by the policies listed herein.

**CERTIFICATE HOLDER:** *County of San Francisco*, a California County, 1380 Howard St., 5<sup>th</sup> Fl, San Francisco, CA 94103

**INSURED:** *Helios Healthcare LLC (all locations)*, 520 Capitol Mall #800, Sacramento, CA 95814

### **COVERAGES:**

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 the terms and conditions, exclusions and conditions of such policies. Limits shown may have been reduced by paid claims.

### **WORKERS COMPENSATION CARRIER:**

*National Union Fire Insurance Co.*, Policy 025052341; 1/1/2013-1/1/2014  
Statutory WC; Employers Liability \$1,000,000 claim/aggregate/employee

### **GENERAL & PROFESSIONAL LIABILITY CARRIER:**

*Chartis Specialty Lines Insurance Co.*, Policy 1929685 ; 1/1/2013-1/1/2014  
\$1/6,000,000 Each & Aggregate Claims; Occurrence Manuscript form both parts;  
Products/Completed Operations \$6,000,000; Personal/Advertising \$1,000,000

**DESCRIPTION OF OPERATIONS:** Psychiatric & Skilled Nursing Facility

### **CANCELLATION:**

Should any of the above described policies be cancelled prior to expiration, the issuing company will endeavor to mail 30 days written notice to the certificate holder but failure to mail such notice will impose no obligation or liability of any kind upon the company, its agents, brokers or representatives.

The Certificate Holder is an Additional Insured for general liability only.



Robert M. Hunt, Authorized Representative  
RM Hunt & Associates, Inc.  
625 Second St., Suite 3206  
Petaluma CA 94952      Tel: 707 769 2970

1/9/2013

ENDORSEMENT

This endorsement, effective 12:01 AM: 01/01/2013

Forms a part of Policy No: GL 1929685

Issued to: HELIOS HEALTHCARE LLC

By: CHARTIS SPECIALTY INSURANCE COMPANY

ADDITIONAL INSURED'S ENDORSEMENT

*This endorsement modifies insurance provided under the following:*

**HEALTHCARE GENERAL LIABILITY COVERAGE PART**

Schedule


ANY CALIFORNIA COUNTY

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

The insurance provided to the scheduled person or organization will not exceed the coverage and/or limits of this policy.

All other terms, conditions and exclusions of the policy remain unchanged.

  
\_\_\_\_\_  
Authorized Representative  
or Countersignature (in states where applicable)

Manuscript





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
8/30/2013

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

<b>PRODUCER</b> Commercial Lines - (415) 541-7900 Wells Fargo Insurance Services USA, Inc. - CA Lic#: 0D08408 45 Fremont Street, Suite 800 San Francisco, CA 94105-2259		<b>CONTACT</b> NAME: PHONE (A/C, No, Ext): 415 541-7900 E-MAIL: ADDRESS: FAX (A/C, No): 877 302-3956	
<b>INSURED</b> Crestwood Behavioral Health, Inc. 520 Capitol Mall, Suite 800 Sacramento CA 95814		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Philadelphia Indemnity Insurance Company NAIC # 18058 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

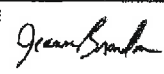
**COVERAGES**      **CERTIFICATE NUMBER:** 6537682      **REVISION NUMBER:** See below

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS  <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			PHPK1068970	9/1/2013	9/1/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,500,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/> CLAIMS-MADE						EACH OCCURRENCE \$ AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				WC STATU-TORY LIMITS    OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

HELIOS HEALTHCARE LLC IS INCLUDED AS NAMED INSURED ONLY AS RESPECT MANAGEMENT AGREEMENT OF IDYLWOOD CARE CENTER. City & County of San Francisco, its officers, agents and employees are included as Additional Insured with respect to liability arising out of the sole negligence of the Named Insured.

<b>CERTIFICATE HOLDER</b> City and County of San Francisco Department of Public Health CBHS Contracts Office 1380 Howard Street, Room 420 San Francisco, CA 94103-2614	<b>CANCELLATION</b> 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.**

**COMMERCIAL AUTOMOBILE ELITE ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE PART**

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 contract wording.

Coverage Applicable	Limit of Insurance	Page #
Who is An Insured		2
Board Members	Included	
Newly Acquired Entities	Included	
Designated Insured	Included	
Lessor	Included	
Cost of Bail Bonds	\$5,000	2
Reasonable Expenses – Loss of Earnings	\$500 per day	2
Fellow Employee Coverage	Amended	3
Towing	\$100 per disablement	3
Glass Breakage (Windshields and Windows)	No deductible applies	3
Transportation Expenses	\$100 per day / \$3,000 maximum	3
Hired Auto Physical Damage – Loss of Use	\$100 per day / \$1,000 maximum	4
Hired Auto Physical Damage	ACV or repair or replacement of the vehicle whichever is less	4
Personal Effects	\$500	4
Rental Reimbursement	\$100 per day / 30 days	4
Accidental Discharge – Air Bag	Amended	5
Electronic Equipment	\$1000	5
Original Equipment Manufacturer Parts Replacement	Included	5
Auto Loan / Lease Gap Coverage	Amended	6
One Comprehensive Coverage Deductible Per Occurrence	Amended	7
Notice of and Knowledge of Occurrence	Amended	7
Blanket Waiver of Subrogation	Amended (as required by written contract)	7
Unintentional Errors or Omissions	Amended	8
Mental Anguish – Bodily Injury Redefined	Amended	8

Coverage extensions under this endorsement only apply in the event that no other specific coverage for these extensions is provided under this policy. If such specific coverage applies, the terms, conditions and limits of that coverage are the sole and exclusive coverage applicable under this policy, unless otherwise noted in this endorsement.

Any deductible listed in the Auto Declarations Page will apply unless specific deductible provisions are set forth under a coverage enhancement below.



## I. LIABILITY COVERAGE EXTENSIONS

### A. Who Is An Insured

**SECTION II – LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured** is amended by adding the following:

The following are also "insureds":

1. **Board Members** – Board members (or their spouses) while renting a vehicle while on business for the named insured.
2. **Newly Acquired Entities** – 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 the acquisition or the formation of the business entity.
3. **Designated Insured** – Any person or organization designated by the "insured" is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in **SECTION II** of the Coverage Form.
4. **Lessor of Leased Autos** – The lessor of a "leased auto" is an "insured" only for "bodily injury" or "property damage" resulting from the acts or omissions by:
  - a. You;
  - b. Any of your "employees" or agents; or
  - c. Any person, except the lessor or any "employee" or agent of the lessor, operating a "leased auto" with the permission of any of the above.

Any "leased auto" in the policy schedule will be considered a covered "auto" you own and not a covered "auto" you hire or borrow.

The coverages provided under this endorsement apply to any "leased auto" in the policy schedule until the expiration date of the lease, or when the lessor or his or her agent takes possession of the "leased auto," whichever occurs first.

"Leased auto" means an "auto" leased or rented to you, including any substitute, replacement or extra "auto" needed to meet seasonal or other needs, under a leasing or rental agreement that requires you to provide direct primary insurance for the lessor.

### B. Cost of Bail Bonds

**SECTION II – LIABILITY COVERAGE, A. Coverage, 2. Coverage Extensions, a. Supplementary Payments, Item (2)** is deleted in its entirety and replaced with the following:

- (2) Up to \$5,000 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.

### C. Reasonable Expenses

**SECTION II – LIABILITY COVERAGE, A. Coverage, 2. Coverage Extensions, a. Supplementary Payments, Item (4)** is deleted in its entirety and replaced with the following:

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(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. Fellow Employee Coverage**

**SECTION II – LIABILITY COVERAGE, B. Exclusions, 5. Fellow Employee** is deleted in its entirety and replaced by the following:

"Bodily injury" to any fellow "employee" of the "insured" arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business.

However, this exclusion does not apply to any manager or officer of your company.

**II. PHYSICAL DAMAGE COVERAGE EXTENSIONS**

**A. Towing**

**SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 2. Towing** is deleted in its entirety and replaced with the following:

**2. Towing**

We will pay up to \$100 for towing and labor costs incurred each time a covered "auto" is disabled. However, the labor must be performed at the place of disablement. No deductible applies to this enhancement.

We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage.

**B. Glass Breakage**

**SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 3. Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles** is amended by adding the following:

No deductible applies to "loss" to glass used in the windshield or windows.

We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage.

**C. Transportation Expenses**

**SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions, a. Transportation Expenses** is deleted in its entirety and replaced with the following:

**a. Transportation Expenses**

We will pay up to \$100 per day to a maximum of \$3,000 for temporary transportation expenses incurred by you because of a "loss" to 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 48 hours after the "loss" and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss."



**D. Hired Auto Physical Damage – Loss of Use**

The last sentence of **SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extension, b. Loss of Use Expenses** is deleted in its entirety and replaced with the following:

However, the most we will pay for any expenses for loss of use is \$100 per day, to a maximum of \$1,000.

**E. Hired Auto Physical Damage**

**SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions** is amended by adding the following extension:

**Hired Auto Physical Damage**

Any "auto" you lease, hire, rent or borrow from someone other than your "employees" or partners, or members of their household is a covered "auto" for each of your physical damage coverages.

The most we will pay for any "loss" in any one "accident" is the ACV or the cost for repair or replacement of the vehicle, whichever is less.

For each covered "auto" our obligation to pay will be reduced by a deductible of \$500 for Comprehensive Coverage and \$1000 for Collision Coverage.

**F. Personal Effects Coverage**

**SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions** is amended by adding the following extension:

**Personal Effects Coverage**

We will pay up to \$500 for "loss" to personal effects, which are:

1. Owned by an "insured"; and
2. In or on your covered "auto."

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

**G. Rental Reimbursement**

**SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions** is amended by adding the following extension:

**Rental Reimbursement Coverage**

We will pay up to \$100 per day, for up to 30 days, for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss" to a covered "auto."

We will also pay up to \$300 for reasonable and necessary expenses incurred by you to remove and replace your materials and equipment from the covered "auto."



We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage.

If "loss" results from the total theft of a covered "auto," we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided under Item III. C. **Transportation Expenses** of this endorsement.

**H. Accidental Discharge – Airbag Coverage**

**SECTION III – PHYSICAL DAMAGE COVERAGE, B. Exclusions**, Paragraph 3. is amended by adding the following exception:

This exclusion does not apply to the accidental discharge of an airbag. This coverage is excess of any other collectible insurance or warranty. No deductible applies to this coverage.

**I. Electronic Equipment Coverage**

The following supersedes anything to the contrary in **SECTION III – PHYSICAL DAMAGE COVERAGE, B. Exclusions**, Paragraph 4.

Exclusions 4.c. and 4.d. do not apply to:

Any risk management or monitoring equipment and 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," 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."

The most we will pay for all "loss" to risk management or monitoring equipment, audio, visual or data electronic equipment that is not designed solely for the reproduction of sound and any accessories used with this equipment as a result of any one "accident" is the least of:

- a. The actual cash value of the damaged or stolen property at the time of the "loss";
- b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality; or
- c. \$1,000.

This coverage will not apply if there is other insurance provided by this policy for the above-described electronic equipment. We will, however, pay any deductible, up to \$500, that is applicable under the provisions of the other insurance.

We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage.

**J. Original Equipment Manufacturer (OEM) Parts Replacement**

**SECTION III – PHYSICAL DAMAGE COVERAGE, C. Limit of Insurance**, Paragraph 1. is amended to include:



However, if the covered "auto" has less than 20,000 miles on its odometer, then the following condition will apply:

We will pay the cost to replace the damaged parts (excluding glass and mechanical parts) with new Original Equipment Manufacturer replacement parts if the damaged parts cannot be repaired.

**K. Auto Loan / Lease Gap Protection**

**SECTION III – PHYSICAL DAMAGE COVERAGE, C. Limit of Insurance** is amended to include the following:

4. In the event of "loss" to a covered "auto" that is loaned or leased to an "insured":
  - a. The most we will pay for "loss" in any one "accident" is the lesser of:
    - (1) The actual cash value of the damaged or stolen property as of the time of the "loss"; or
    - (2) The cost of repairing or replacing the damaged or stolen property with other property of like, kind and quality.
  - b. Our Limit of Insurance for "total loss" will be the greater of:
    - (1) The balance due under the terms of the lease or loan, to which your "auto" is subject but not including:
      - (a) Past due payments;
      - (b) Financial penalties imposed under the lease;
      - (c) Security deposits not refunded;
      - (d) Costs for extended warranties or insurance; or
      - (e) Final payment due under a "balloon loan"; or
    - (2) Actual cash value of the stolen or damaged property.

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

**c. Additional Definitions**

- (1) "Total loss" for the purpose of this coverage, means a loss in which the estimated cost of repairs, plus the salvage value, exceeds the actual cash value.
- (2) "Balloon loan" is one with periodic payments that are insufficient to repay the balance over the term of the loan, thereby requiring a large final payment.

**d. Additional Conditions**

This coverage will apply only to the original lease or loan written on your covered "auto." In order for this coverage to apply, leased "autos" must be leased or rented to you under



a leasing or rental agreement, for a period of not less than six months, which requires you to provide direct primary insurance for the benefit of the lessor.

**L. One Comprehensive Coverage Deductible**

**SECTION III – PHYSICAL DAMAGE COVERAGE, D. Deductible** is amended by adding the following:

Only one Comprehensive Coverage Deductible per occurrence will apply to any "loss" resulting from a covered peril.

For the purpose of this extension, occurrence means a single incident, including continuous or repeated exposure to substantially the same general harmful conditions within a 24-hour period.

**III. BUSINESS AUTO CONDITIONS**

**A. Notice and Knowledge of Occurrence**

**SECTION IV – BUSINESS AUTO CONDITIONS, A. Loss Conditions, 2. Duties In The Event Of Accident, Claim, Suit Or Loss, Paragraph a.** is deleted in its entirety and replaced with the following:

a. In the event of "accident," claim, "suit" or "loss," you must give us, or our authorized representative, prompt notice of the "accident" or "loss." Include:

- (1) How, when and where the "accident" or "loss" occurred;
- (2) The "insured's" name and address; and
- (3) To the extent possible, the names and addresses of any injured persons and witnesses.

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" 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.

**B. Blanket Waiver Of Subrogation**

**SECTION IV – BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer Of Rights Of Recovery Against Others To Us,** is amended by adding the following exception:

However, we waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury" or "property damage" arising out of the operation of a covered "auto" when you have assumed liability for such "bodily injury" or "property damage" under an "insured contract."





**C. Unintentional Errors or Omissions**

**SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions, 2. Concealment, Misrepresentation, Or Fraud** is amended by adding the following:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

**IV. DEFINITIONS**

**A. Mental Anguish**

**SECTION V – DEFINITIONS, C. "Bodily injury"** is amended by adding the following:

"Bodily injury" also includes mental anguish but only when the mental anguish arises from other bodily injury, sickness, or disease.





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(Ed. 06 09)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### AUTOMATIC ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

#### BUSINESS AUTO COVERAGE FORM

WHO IS AN INSURED (Section II - Liability Coverage, Paragraph A.1.) is amended to include as an Insured any person or organization (called additional Insured) whom you are required to add as an additional Insured on this policy under:

1. a written contract or agreement, or;
2. an oral contract or agreement where a certificate of Insurance showing that person or organization as an additional Insured has been issued;

but the written or oral contract must be:

- a. currently in effect or becoming effective during the term of this policy; and
- b. executed prior to the date of "loss."

This person or organization is an additional Insured only to the extent you are liable for an "accident" arising out of the use of a covered "auto" being driven by you, one of your employees, or one of your volunteers, with your permission.

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