

AGREEMENT
Emergency Solutions Grant

THIS AGREEMENT is made and entered into the 29th day of January 2015 by and between the CITY OF FRESNO, a California municipal corporation ("CITY"), and WestCare California, Inc., a California 501c3 not-for-profit Corporation ("RECIPIENT"). CITY and RECIPIENT are sometimes hereinafter referred to individually as a Party and collectively as Parties.

CITY has received a grant commitment from the United States Department of Housing and Urban Development "HUD" to administer and implement the Emergency Solutions Grant in the City of Fresno in accordance with the provisions of 24 CFR Part 576 et seq. and California law.

The purpose of the ESG grant is to provide assistance to the homeless and those at risk of becoming homeless to quickly regain stability in permanent housing after experiencing a housing crisis and/or homelessness within the city.

Then CITY issued a Request for Proposal Number 11142014 ("RFP") to solicit cost proposals with specific plans to provide eligible ESG services ("Scope of Work").

In response to the RFP, RECIPIENT submitted a Proposal which included a Scope of Work and cost proposal ("Budget") as described in Exhibits A and B respectively and represents it is capable and qualified to meet all the requirements of the RFP and this Agreement.

NOW, THEREFORE, in consideration of the foregoing and of the covenants, conditions and premises hereinafter combined to be kept and performed by the respective Parties, it is mutually agreed as follows:

ARTICLE 1

DEFINITIONS. Wherever used in this Agreement or any of the contract documents, the following words shall have the meaning herein given, unless the context requires a different meaning.

"ACT" – 24 CFR Part 576 et seq. as revised by the Emergency Solutions Grant and Consolidated Plan Conforming Amendments Interim Rule, published in the Federal Register on December 5, 2011 (76 Fed. Reg. 75954).

"Administrator" and "Contract Administrator" shall mean the Manager of the Housing and Community Development Division of the Development and Resource Management Department of City or his or her designee.

"Bid Proposal" and "Proposal" shall mean RECIPIENT's response to the RFP including but not limited to the Budget, Scope of Work, certifications and all attachments and addenda.

"Budget" shall mean RECIPIENT's Cost Proposal submitted with the Bid Proposal.

"City Manager" shall mean the City Manager of CITY.

"Contract" or "Contract Documents" shall mean and refer to this Agreement including its exhibits and the RFP and Bid Proposal with all attachments and addenda thereto.

"ESG" shall mean Emergency Solutions Grant as set forth in the ACT.

"ESG Policies and Procedures" shall mean **Attachment B** to the RFP.

"General Conditions" or "General Requirements" shall mean the General Requirements contained in the RFP.

"Program" shall mean services designed to identify sheltered and unsheltered homeless persons, as well as those at risk of homelessness, and provide necessary help to those persons quickly regain stability in permanent housing after experiencing a housing crisis and/or homelessness within the parameters and requirements of the ACT and the ESG Policies and Procedures.

"Program income" for the specific purpose of this Agreement shall be as defined in the ACT. Unless otherwise provided for in the ACT, program income shall include any and all gross income earned by or accruing to RECIPIENT in its pursuit hereof provided that the term program income does not include rebates, credits, discounts or refunds realized by RECIPIENT in its pursuit hereof.

"RFP" shall mean the Request for Proposal Number 11142014 for the City of Fresno Emergency Solutions Grant dated November 14, 2014 including without limitation the general requirements, bidding requirements, all its attachments, appendices and addenda.

"Scope of Services or Services" shall mean those services submitted with RECIPIENT's bid proposal to be offered in fulfillment of the Program and included in **Exhibit A**.

1. Contract Administration. This Agreement including all the Contract Documents shall be administered according to the order of precedence set forth herein for CITY by Administrator who shall be RECIPIENT'S point of contact and to whom RECIPIENT shall report.

2. Scope of Services. RECIPIENT shall provide the Program in conformance with the Contract Documents and perform to the satisfaction of CITY those services set forth in **Exhibit A** and services necessarily related or incidental thereto even though not expressly set forth therein.

3. Effective Date and Term of Agreement. It is the intent of the Parties that this Agreement be effective as of the date first set forth above as to all terms and conditions of the Agreement. Services of RECIPIENT shall commence as of February 15, 2015 and shall end August 15, 2015, which shall be the term of this Agreement, unless terminated earlier as provided herein.

4. Compensation and Method of Payment. CITY shall pay RECIPIENT the aggregate sum of not to exceed Three Hundred and Eighty Five Thousand, Nine

Hundred and Sixty Two Dollars and Zero Cents (\$385,962.00) for satisfactory performance of the services rendered therefore and as set forth in **Exhibit B** attached hereto and incorporated herein. Compensation is based on actual expenditures incurred by RECIPIENT in accordance with the Budget set forth in **Exhibit B**. It is understood that all expenses incidental to RECIPIENT's performance of services under this Agreement shall be borne by the RECIPIENT. If RECIPIENT should fail to comply with any provisions of this Agreement, CITY shall be relieved of its obligation for further compensation.

(a) Payments shall be made by the CITY to RECIPIENT in arrears, for services provided during the preceding month. Such payment by City shall be made in the normal course of business, generally within forty five (45) days after the date of receipt by CITY of a correctly completed invoice in accordance with the provisions of this paragraph, and shall be for the actual expenditures incurred by RECIPIENT in accordance with **Exhibit B**. Payments shall be made after receipt and verification of actual expenditures. All invoices are to be submitted CITY at the address given for notices on the signature page hereof or at such address the CITY may from time to time designate by written notice.

(b) The Administrator may, in his or her sole discretion, agree in writing to revise the payment schedule in subsection (a), above, upon RECIPIENT'S showing that such will facilitate delivery of the services; provided, however, that total payments under this Agreement shall not exceed the total amount provided for in subsection (a), and any amounts advanced are authorized and appropriated for that fiscal year of the CITY covering the period for which an advance is proposed.

(c) Any funds paid by CITY hereunder which remain unearned at the expiration or earlier termination of the Agreement shall be, and remain in trust, the property of CITY and shall be remitted to CITY within 10 days of expiration or earlier termination of this Agreement. Any interest thereon must be credited to or returned to CITY. Upon any dissolution of RECIPIENT, all funds advanced pursuant to this Agreement and not expended shall be returned to CITY.

(d) CITY will not be obligated to make any payments under this Agreement if the request for payment is received by the CITY more than 60 days after the date of termination of this Agreement or the date of expiration of this Agreement, whichever occurs first.

(e) RECIPIENT understands and agrees that the availability of ESG Funding hereunder is subject to the control of HUD and should the ESG Funding be encumbered, withdrawn, or otherwise made unavailable to CITY whether earned or promised to RECIPIENT and/or should CITY in any fiscal year hereunder fail to appropriate said funds, CITY shall not provide said funds to RECIPIENT unless and until they are made available for payment to CITY by HUD and CITY receives and appropriates said Funds. No other funds owned or controlled by CITY shall be obligated under this Agreement to the project(s). Should sufficient funds not be appropriated, the Services provided may be modified, or this Agreement terminated, at any time by the CITY as provided in section 9 below.

(f) RECIPIENT shall use the funds provided by CITY solely for the purpose of providing the services required under subsection 2 (a) of this Agreement.

5. Matching Funds Requirements of RECIPIENT: RECIPIENT agrees to match all ESG funding disbursed to it by CITY on a dollar for dollar basis. Donated funds, material and labor may be used as matching funds. Time contributed by volunteers shall be calculated at the rate of \$5 per hour. RECIPIENT shall determine the value of donated material or building space using a method based on fair market value. Other federal funds may be used as matching funds unless expressly prohibited by law or contract. Unless otherwise provided by applicable law or contract, matching funds shall be applied in furtherance of the Scope of Work hereunder. To qualify matching funds as such they must be applied in furtherance of the services hereunder.

6. Loss of Third Party Funding: In the event any funding provided by a party other than CITY for the Program or services being performed by RECIPIENT is suspended, reduced or withdrawn, then Administrator may suspend this Agreement immediately upon its receipt of notice thereof, or terminate this Agreement as provided in Section 9 below. RECIPIENT shall notify CITY in writing within 7 days if any of the following events occur:

(a) Suspension, reduction or withdrawal of RECIPIENT'S funding by other funding source(s).

(b) Addition or resignation of any of RECIPIENT'S Board of Director members.

(c) Resignation or termination of any of RECIPIENT'S staff, including those staff not funded by this Agreement but essential to the delivery of the services listed in **Exhibit A**.

(d) The Administrator may, in his or her sole discretion, stay such suspension of the Agreement for a period not to exceed 30 days to allow RECIPIENT to either (i) submit a new service or funding plan for evaluation by Administrator who may accept or reject in his or her sole discretion, or (ii) complete an orderly phase out of services. If the Administrator accepts such new service or funding plan, then such plan will be subject to the requirements in Section 14 below.

7. Disposition of Program Income. Absent the CITY's written consent, any program income generated hereunder shall be used to reduce the CITY's reimbursement obligations hereunder, or in the absence thereof promptly remitted entirely to the CITY.

8. Events of Default. When in the opinion of CITY, there is an occurrence of any one or more of the following provisions it will represent an *Event of Default* for purposes of this Agreement.

(a) An illegal or improper use of funds.

(b) A failure to comply with any term, covenant or condition of this Agreement.

(c) Report(s) are submitted to CITY which are incorrect or incomplete in any material respect.

(d) The services required hereunder are incapable of or are improperly being performed by recipient.

(e) Refusal of RECIPIENT to accept change under Section 16

(f) RECIPIENT fails to maintain any required insurance.

(g) There is a loss of third party funding (see Section 6 above).

(h) RECIPIENT files, or has filed against it, a petition of bankruptcy, insolvency, or similar law, state or federal, of filing any petition or answer seeking, consenting to, or acquiescing in any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief, where such petition shall not have been vacated within fourteen (14) days; or if adjudicated bankrupt or insolvent, under any present or future statute, law, regulation under state or federal law, and judgment or decree is not vacated or set aside within fourteen (14) days.

(i) RECIPIENT's failure, inability or admission in writing of its inability to pay its debts as they become due or RECIPIENT's assignment for the benefit of creditors.

(j) A receiver, trustee, or liquidator being appointed for RECIPIENT or any substantial part of RECIPIENT's assets or properties, and not removed within ten (10) days.

(k) RECIPIENT's breach of any other material condition, covenant, warranty, promise or representation contained in this Agreement not otherwise identified within this Section.

9. Termination and Remedies.

Upon the occurrence of an Event of Default, CITY shall give written notice RECIPIENT of the Event of Default by specifying (1) the nature of the event or deficiency giving rise to the default, (2) the action required to cure the deficiency, if, in the sole discretion of CITY, any action to cure is possible, and (3) if the Event of Default is curable, a date, which shall not be less than thirty (30) calendar days from the date of the notice, by which such deficiency must be cured, provided, however that if such failure cannot be remedied in such time, RECIPIENT shall have an additional thirty (30) days to remedy such failure so long as RECIPIENT is diligently and in good faith pursuing such remedy.

(a) This Agreement shall terminate without any liability of CITY to RECIPIENT upon the earlier of: (i) the happening of an Event of Default by RECIPIENT and a failure to cure said Event of Default within the time specified in the notice of Event of Default; (ii) 7 calendar days prior written notice without cause by CITY to RECIPIENT; (iii) CITY'S non-appropriation of funds sufficient to meet its obligations hereunder during any CITY fiscal year of this Agreement, or insufficient funding for the services provided by RECIPIENT; or (iv) expiration of this Agreement.

(b) Immediately upon any termination or expiration of this Agreement, RECIPIENT shall (i) immediately stop all work hereunder; (ii) immediately cause any and

all of its subcontractors to cease work; and (iii) return to CITY any and all unearned payments and all properties and materials in the possession of RECIPIENT that are owned by CITY. Subject to the terms of this Agreement, RECIPIENT shall be paid compensation for services satisfactorily performed prior to the effective date of termination. RECIPIENT shall not be paid for any work or services performed or costs incurred which reasonably could have been avoided.

(c) Upon any breach of this Agreement by RECIPIENT, CITY may (i) exercise any right, remedy (in contract, law or equity), or privilege which may be available to it under applicable laws of the State of California or any other applicable law; (ii) proceed by appropriate court action to enforce the terms of the Agreement; and/or (iii) recover all direct, indirect, consequential, economic and incidental damages for the breach of the Agreement. If it is determined that CITY improperly terminated this Agreement for default, such termination shall be deemed a termination for convenience.

(d) In no event shall any payment by CITY pursuant to this Agreement constitute a waiver by CITY of any breach of this Agreement or any default which may then exist on the part of RECIPIENT, nor shall such payment impair or prejudice any remedy available to CITY with respect to the breach or default.

(e) CITY expressly reserves the right to demand of RECIPIENT the repayment to CITY of any funds disbursed to RECIPIENT under this Agreement which, in the judgment of CITY, were not expended in accordance with the terms of this Agreement, and RECIPIENT agrees to promptly refund any such funds within 10 days of CITY'S written demand.

10. Indemnification.

To the furthest extent allowed by law, RECIPIENT shall indemnify, hold harmless and defend CITY and each of its officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage), and from any and all claims, demands and actions in law or equity (including reasonable attorney's fees and litigation expenses) that arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of RECIPIENT, its principals, officers, employees, agents or volunteers in the performance of this Agreement.

If RECIPIENT should subcontract all or any portion of the services to be performed under this Agreement, RECIPIENT shall require each subcontractor to indemnify, hold harmless and defend CITY and each of its officers, officials, employees, agents and volunteers in accordance with the terms of the preceding paragraph.

This section shall survive expiration or termination of this Agreement.

11. Insurance.

(a) Throughout the life of this Agreement, RECIPIENT shall pay for and maintain in full force and effect all insurance as required in **Exhibit D** or as may be authorized in writing by CITY'S Risk Manager or his or her designee at any time and in his or her sole discretion.

(b) If at any time during the life of the Agreement or any extension, RECIPIENT or any of its subcontractors fail to maintain any required insurance in full force and effect, all services and work under this Agreement shall be discontinued immediately, and all payments due or that become due to RECIPIENT shall be withheld until notice is received by CITY that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to CITY. Any failure to maintain the required insurance shall be sufficient cause for CITY to terminate this Agreement. No action taken by CITY pursuant to this section shall in any way relieve RECIPIENT of its responsibilities under this Agreement. The phrase "fail to maintain any required insurance" shall include, without limitation, notification received by CITY that an insurer has commenced proceedings, or has had proceedings commenced against it, indicating that the insurer is insolvent.

(c) The fact that insurance is obtained by RECIPIENT shall not be deemed to release or diminish the liability of RECIPIENT, including, without limitation, liability under the indemnity provisions of this Agreement. The duty to indemnify CITY shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by RECIPIENT. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of RECIPIENT, its principals, officers, agents, employees, persons under the supervision of RECIPIENT, vendors, suppliers, invitees, consultants, sub-consultants, subcontractors, or anyone employed directly or indirectly by any of them.

(d) Upon request of CITY, RECIPIENT shall immediately furnish CITY with a complete copy of any insurance policy required under this Agreement, including all endorsements, with said copy certified by the underwriter to be a true and correct copy of the original policy. This requirement shall survive expiration or termination of this Agreement.

(e) If RECIPIENT should subcontract all or any portion of the services to be performed under this Agreement, RECIPIENT shall require each subcontractor to provide insurance protection in favor of CITY and each of its officers, officials, employees, agents and volunteers in accordance with the terms of this section, except that any required certificates and applicable endorsements shall be on file with RECIPIENT and CITY prior to the commencement of any services by the subcontractor.

12. On-Site Monitoring. Authorized representatives of HUD and/or the City shall have the right to monitor the RECIPIENT's performance under this Agreement. Such monitoring may include inspection activities, review of records, and attendance at meetings. RECIPIENT shall reasonably make its facilities, books, records, reports and accounts available for City's inspection in pursuit hereof.

This section 12 shall survive termination or expiration of this Agreement.

13. Records, Reports and Inspection.

(a) RECIPIENT shall establish and maintain records in accordance with all requirements prescribed by CITY, HUD and generally accepted accounting principles, with respect to all matters covered by this Agreement. As applicable, RECIPIENT shall

comply with all applicable requirements of the Office of Management and Budget Circular A-122, Cost Principles for Non-Profit Organizations; OMB Circular A-133 Audits of States, Local Governments and Non-Profit Organizations, including the provision of a single audit (generally applicable where funding from all federal sources in any fiscal year exceeds \$500,000), and to such extent shall submit to the CITY any applicable auditor's reports and audited financial statements no later than three (3) months after the RECIPIENT's fiscal year end.

RECIPIENT shall comply with applicable portions of 24 CFR Part 110 *Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations*.

RECIPIENT shall be responsible for determining the applicability of the foregoing:

(1) RECIPIENT shall send all required reports to the Administrator not later than the fifteenth of the month following the last day of the latest month for which the report is due.

(2) Except as otherwise authorized by CITY, RECIPIENT shall retain such records for a period of five (5) years after receipt of the final payment under this Agreement or the earlier termination of this Agreement, whichever occurs later.

RECIPIENT is to prepare written financial statements, and completed Homeless Services Report, each in the form attached hereto as **Exhibit C** incorporated herein, each covering matters pertaining to the Scope of Services contained in **Exhibit A**, to be submitted to CITY no later than the thirtieth (30th) of the month following the end of each quarter hereunder for the duration hereof, absent City's prior written consent in cases of unusual circumstances as determined in the sole discretion of the CITY.

(b) All costs shall be supported by properly executed payrolls, time records, invoices, contracts, vouchers, orders, or any other accounting documents pertaining in whole or in part to this Agreement and they shall be clearly identified and readily accessible to CITY.

(c) During the life of this Agreement and for a period of five (5) years after receipt of the final payment under this Agreement or the earlier termination of this Agreement, whichever occurs later, RECIPIENT shall, at any time during normal business hours and as often as CITY and/or HUD or the authorized representative of either CITY or HUD may deem necessary, make available to them or any one of them, within the City of Fresno, such statements, records, reports, data and information as they may request pertaining to matters covered by this Agreement and permit them or any one of them to audit and inspect all records, invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by this Agreement. RECIPIENT shall also permit and cooperate with on-site monitoring and personal interviews of participants, RECIPIENT'S staff, and employees by Administrator and other CITY and/or HUD representatives.

(d) The RECIPIENT is required to participate in the Fresno Madera Continuum of Care ("FMCoC"). Participation is defined as attendance at a minimum of 75% of all FMCoC Director's meetings.

(e) The RECIPIENT is required to collect and report client-level data in a database comparable to the local Homeless Management Information Systems ("HMIS") run by the Housing Authorities of the City and County of Fresno through a Memorandum of Understanding with the FMCoC or a data base that complies with any special requirements which may be developed by HUD for legal services or domestic violence victim service RECIPIENTS as pre-approved by the CITY. Reporting in a database comparable to HMIS is a requirement of ESG funding. The comparable database will be maintained by the RECIPIENT and used to collect data and report on outputs and outcomes as required by HUD. RECIPIENT is required to enter all client intakes, provide regular updates and exit all clients once services are completed. As applicable, RECIPIENT must enter the following information in the comparable database for federal reporting purposes:

- 1) Name
- 2) Social Security Number
- 3) Date of Birth
- 4) Race
- 5) Ethnicity
- 6) Gender
- 7) Veteran Status
- 8) Disabling Condition
- 9) Residence Prior to Program Entry
- 10) Zip Code of Last Permanent Address
- 11) Housing Status
- 12) Program Entry Date
- 13) Program Exit Date
- 14) Personal Identification Number
- 15) Household Identification Number
- 16) Income and Sources
- 17) Non-Case Benefits
- 18) Destination (where client will stay upon exit)
- 19) Financial Services Provide (if any)
- 20) Housing Relocation & Stabilization Services Provided (if any)

(f) CITY shall provide full reporting requirements as required by HUD, under separate documentation for RECIPIENT. If RECIPIENT is a legal services or domestic violence victim services RECIPIENT, and requires client-level information to remain confidential, they will be required to establish a comparable client-level database internal to its organization (e.g. no identifying data shared with the HMIS or the CITY and will provide only aggregate data to the CITY as required). RECIPIENT will work with the HMIS administering agency, as an agent of the FMCoC, to determine that the alternative database meets the standards for comparable client-level databases, including compliance with the HMIS Data and Technical Standards which are acceptable to HUD and the CITY.

(g) All data elements specified above in 13(e) must be recorded for each ESG Program in the HMIS and the fields needed to correctly generate the performance reports are required to be collected in the comparable database.

(h) The RECIPIENT is required to provide housing unit and client data to the City of Fresno, or designee, to include in the Point in Time survey as administered by the Fresno-Madera Continuum of Care and as required by the HEARTH Act of 2009.

This Section 13 shall survive expiration or termination of this Agreement.

14. Subcontracts. The RECIPIENT shall not enter into subcontracts for any work contemplated under the Agreement without first obtaining the CITY's written approval.

(a) An executed copy of every such subcontract approved by the Administrator shall be provided to CITY prior to implementation for retention in CITY's files.

(b) RECIPIENT is responsible to CITY for the proper performance of any subcontract. No such subcontract shall relieve RECIPIENT of its obligations under this Agreement.

(c) Any subcontract shall be subject to all the terms and conditions of this Agreement.

(d) No officer or director of RECIPIENT shall have any direct or indirect financial interest in any subcontract made by RECIPIENT or in any loan, purchase of property, or any other arrangement made by RECIPIENT, by whatever name known.

15. Conflict of Interest and Non-Solicitation.

(a) Prior to CITY'S execution of this Agreement, RECIPIENT shall complete a City of Fresno conflict of interest disclosure statement in the form as set forth in **Exhibit D**. During the term of this Agreement, RECIPIENT shall have the obligation and duty to immediately notify CITY in writing of any change to the information provided by RECIPIENT in such statement.

(b) RECIPIENT shall comply, and require its subcontractors to comply, with all applicable federal, state and local conflict of interest laws and regulations including, without limitation, California Government Code Section 1090 et seq., the California Political Reform Act (California Government Code Section 87100 et seq.) and the regulations of the Fair Political Practices Commission concerning disclosure and disqualification (2 California Code of Regulations Section 18700 et seq.). At any time, upon written request of CITY, RECIPIENT shall provide a written opinion of its legal counsel and that of any subcontractor that, after a due diligent inquiry, RECIPIENT and the respective subcontractor(s) are in full compliance with all laws and regulations. RECIPIENT shall take, and require its subcontractors to take, reasonable steps to avoid any appearance of a conflict of interest. Upon discovery of any facts

giving rise to the appearance of a conflict of interest, RECIPIENT shall immediately notify CITY of these facts in writing.

(c) In performing the work or services to be provided hereunder, RECIPIENT shall not employ or retain the services of any person while such person either is employed by CITY or is a member of any CITY council, commission, board, committee, or similar CITY body or within one year of their termination therefrom. This requirement may be waived in writing by the City Manager, if no actual or potential conflict is involved.

(d) RECIPIENT represents and warrants that it has not paid or agreed to pay any compensation, contingent or otherwise, direct or indirect, to solicit or procure this Agreement or any rights/benefits hereunder.

ARTICLE 2 FEDERAL REQUIREMENTS

16. RECIPIENT warrants, covenants and agrees, for itself and its contractors and subcontractors of all tiers, that it shall comply with all applicable requirements of the Lead-Based Paint Poisoning Prevention Act of 42 U.S.C. 4821 et seq., 24 CFR Part 35 and 24 CFR 982.401(j). In this regard RECIPIENT shall be responsible for all inspection, testing and abatement activities.

(a) The requirements, as applicable, of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856) and implementing regulations at 24 CFR Part 35. In addition, the following requirements relating to inspection and abatement of defective lead-based paint surfaces must be satisfied: (1) Treatment of defective paint surfaces must be performed before final inspection and approval of the renovation, rehabilitation or conversion activity under this part; and (2) Appropriate action must be taken to protect shelter occupants from the hazards associated with lead-based paint abatement procedures.

(b) The RECIPIENT agrees to comply with all applicable requirements of Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) as amended and HUD implementing regulation 24 CFR Part 8.

(c) RECIPIENT agrees to comply with the federal requirements set forth in 24 CFR Part 5, except as explicitly modified below, and use of emergency shelter grant amounts must comply with the following requirements: (a) Nondiscrimination and equal opportunity. The nondiscrimination and equal opportunity requirements at 24 CFR Part 5 are modified as follows:

(i) Rehabilitation Act requirements. HUD's regulations at 24 CFR Part 8 implement section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) as amended. For purposes of the emergency shelter grants program, the term *dwelling units* in 24 CFR Part 8 shall include sleeping accommodations.

(ii) RECIPIENT shall make known that use of the facilities and Services are available to all on a nondiscriminatory basis. If the procedures that the RECIPIENT intends to use to make known the availability of the facilities and Services

are unlikely to reach persons of any particular race, color, religion, sex, age, national origin, familial status, or disability who may qualify for such facilities and Services, the RECIPIENT must establish additional procedures that will ensure that such persons are made aware of the facilities and Services. The RECIPIENT must also adopt procedures which will make available to interested persons information concerning the location of Services and facilities that are accessible to persons with disabilities.

(iii) The RECIPIENT shall be responsible for complying with the policies, guidelines, and requirements of 24 CFR Part 85 (codified pursuant to OMB Circular No. A-102) and OMB Circular No. A-87, as they relate to the acceptance and use of ESG funding by CITY, and Nos. A-110 and A-122 as they relate to the acceptance and use of emergency shelter grant amounts by private nonprofit organizations.

(d) The RECIPIENT will be responsible for all aspects project contract award and management including the advertising for bids and shall award the contract to the lowest responsible and responsible bidder. The RECIPIENT shall verify with the Labor Relations and Equal Opportunity Division of the HUD Area Office that the low bidder has not been debarred or suspended from participating in federal projects.

(e) RECIPIENT warrants, covenants and agrees that it shall perform the Services in a manner that does not engage in inherently religious activities and that does not engage in any prohibited activities described in 24 CFR 576.23. Without limitation, RECIPIENT shall not unlawfully discriminate on the basis of religion and shall not provide religious instruction or counseling, conduct religious services or worship, engage in religious proselytizing, or exert other religious influence in pursuit hereof. Subject to the foregoing, RECIPIENT does not intend to utilize ESG funding to construct, rehabilitate or convert facilities owned primarily by religious organizations or to assist primarily religious organizations in acquiring or leasing facilities to the extent prohibited in 24 CFR 576.23.

(f) RECIPIENT shall perform the Services in compliance with, and not to cause or permit the Services to be in violation of, any existing or future environmental law, rule, regulation, ordinance, or statute. RECIPIENT agrees that, if CITY has reasonable grounds to suspect any such violation, RECIPIENT shall be entitled to thirty (30) days' notice and opportunity to cure such violation. If the suspected violation is not cured, CITY shall have the right to retain an independent consultant to inspect and test the subject facilities for such violation. If a violation is discovered, RECIPIENT shall pay for the cost of the independent consultant.

(g) The OMB Circulars referenced in this Agreement are available at the Entitlement Cities Division, Room 7282, Department of Housing and Urban Development, 451 Seventh Street, SW., Washington, DC 20410.

17. Relocation.

(a) RECIPIENT shall assure that it has taken all reasonable steps to minimize the displacement of persons (families, individuals, businesses, nonprofit organizations, and farms) as a result of this project and the Services rendered in pursuit thereof.

(b) A displaced person must be provided relocation assistance at the levels described in, and in accordance with, 49 CFR Part 24, which contains the government-wide regulations implementing the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) (42 U.S.C. 4601-4655).

18. Further Assurances.

(a) This Agreement, when executed and delivered, shall constitute the legal, valid, and binding obligations of RECIPIENT enforceable against RECIPIENT in accordance with its respective terms, except as such enforceability may be limited by (a) bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium, or other similar laws of general applicability affecting the enforcement of creditors' rights generally and (b) the application of general principles of equity without the joinder of any other party.

(b) RECIPIENT represents and warrants as of the date hereof that RECIPIENT has obtained and, to the best of RECIPIENT's knowledge, is in compliance with all federal, state, and local governmental reviews, consents, authorizations, approvals, and licenses presently required by law to be obtained by RECIPIENT for the Services as of the date hereof.

(c) In the performance of this Agreement, RECIPIENT shall promptly and faithfully comply with, conform to and obey the ACT and all amendments thereto, and shall maintain all facilities hereunder in compliance with building, health and safety codes.

(d) RECIPIENT shall be solely responsible and liable for any recapture or repayment obligation imposed by HUD due to any act or omission of RECIPIENT in pursuit hereof.

(e) RECIPIENT acknowledges that RECIPIENT, not the CITY, is responsible for determining applicability of and compliance with the ACT and all other applicable local, state, and federal laws including, but not limited to, any applicable provisions of the California Labor Code, Public Contract Code, and Government Code. The CITY makes no express or implied representation as to the applicability or inapplicability of any such laws to this Agreement or to the Parties' respective rights or obligations hereunder including, but not limited to, competitive bidding, prevailing wage subcontractor listing, or similar or different matters. RECIPIENT further acknowledges that the CITY shall not be liable or responsible at law or in equity for any failure by RECIPIENT to comply with any such laws, regardless of whether the City knew or should have known of the need for such compliance, or whether the CITY failed to notify RECIPIENT of the need for such compliance.

(f) RECIPIENT agrees to comply with the CITY's Fair Employment Practices and shall not employ discriminatory practices in the provision of the Services, employment of personnel, or in any other respect on the basis of race, color, creed, religion, sex, sexual preference, national origin, ancestry, ethnicity, age, marital status, status as a veteran with disabilities or veteran of the Vietnam era, medical condition, or physical or mental disability. During the performance of this Agreement, RECIPIENT agrees as follows:

(i) RECIPIENT will comply with all laws and regulations, as applicable. No person in the United States shall, on the grounds of race, color, creed, religion, sex, sexual preference, national origin, ancestry, ethnicity, age, marital status, status as a disabled veteran or veteran of the Vietnam era, medical condition, or physical or mental disability be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity made possible by or resulting from this Agreement.

(ii) RECIPIENT will not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, sexual preference, national origin, ancestry, ethnicity, age, marital status, and status as a disabled veteran or veteran of the Vietnam era, medical condition, or physical or mental disability. RECIPIENT shall take affirmative action to ensure that applicants are employed, and the employees are treated during employment, without regard to their race, color, creed, religion, sex, sexual preference, national origin, ancestry, ethnicity, age, marital status, status as a disabled veteran or veteran of the Vietnam era, medical condition, or physical or mental disability. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. RECIPIENT agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provision of this nondiscrimination clause.

(iii) RECIPIENT will, in all solicitations or advertisements for employees placed by or on behalf of RECIPIENT, state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, sexual preference, national origin, ancestry, ethnicity, age, marital status, status as a disabled veteran or veteran of the Vietnam era, medical condition, or physical or mental disability.

(iv) RECIPIENT will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice advising such labor union or workers' representatives of RECIPIENT's commitment under this Section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

ARTICLE 3 GENERAL PROVISIONS

19. Amendment. This Agreement shall not be modified except by written amendment approved by the City Council and signed by the parties. Where it is determined by the Administrator that there is a need to make any change in the Program, services to be performed, fiscal procedures and system, or the terms and conditions of this Agreement (including, without limitation, any changes necessary to comply with changes in federal, state, or local laws or regulations), refusal by RECIPIENT to accept the change is grounds for termination of this Agreement. Notwithstanding the foregoing, approval of the City Council is not required for (i) insubstantial adjustments in line items within the total approved budget, not affecting the total approved budget amount, approved by the Administrator in his/her sole discretion; (ii) insubstantial changes in the nature or scope of services specified in this Agreement

approved by the Administrator in his/her sole discretion; and (iii) changes to the insurance requirements specified in **Exhibit C** approved by CITY's Risk Manager in his or her sole discretion.

20. Public Information. RECIPIENT shall disclose all of its funding sources to CITY which, thereafter, will be public information.

21. Copyrights/Patents.

(a) If this Agreement results in a book or other copyrightable material, the author may seek any available copyright protection for the work unless a work for hire. CITY reserves a royalty-free, nonexclusive, irrevocable and assignable license to reproduce, publish, or otherwise use, and to authorize others to use, all copyrighted material and all material which can be copyrighted.

(b) Any discovery or invention arising out of or developed in the course of work aided by this Agreement, shall promptly and fully be reported to CITY for determination by CITY as to whether patent protection on such invention or discovery, including rights thereto under any patent issued thereon (reserved henceforth onto CITY), shall be imposed and administered, in order to protect the public interest.

22. Political Activity Prohibited. None of the funds, materials, property or services provided directly or indirectly under this Agreement shall be used for any political activity, or to further the election or defeat of any ballot measure or candidate for public office.

23. Lobbying Prohibited. None of the funds provided under this Agreement shall be used for publicity, lobbying or propaganda purposes designed to support or defeat legislation pending before any legislative body.

24. Third Party Beneficiaries. The rights, interests, duties and obligations defined within this Agreement are intended for the specific parties hereto as identified in the preamble of this Agreement. It is not intended that any rights or interests in this Agreement benefit or flow to the interest of any third parties.

25. Nondiscrimination. To the extent required by controlling federal, state and local law, RECIPIENT shall not employ discriminatory practices in the provision of services, employment of personnel, or in any other respect on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. Subject to the foregoing and during the performance of this Agreement, RECIPIENT agrees as follows:

(a) RECIPIENT will comply with all applicable laws and regulations providing that no person shall, on the grounds of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity made possible by or resulting from this Agreement.

(b) RECIPIENT will not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. RECIPIENT shall ensure that applicants are employed, and the employees are treated during employment, without regard to their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. Such requirement shall apply to RECIPIENT'S employment practices including, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. RECIPIENT agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provision of this nondiscrimination clause.

(c) RECIPIENT will, in all solicitations or advertisements for employees placed by or on behalf of RECIPIENT in pursuit hereof, state that all qualified applicants will receive consideration for employment without regard to race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era.

(d) RECIPIENT will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice advising such labor union or workers' representatives of RECIPIENT'S commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

26. Independent Contractor.

(a) In the furnishing of the services provided for herein, RECIPIENT is acting as an independent contractor. Neither RECIPIENT, nor any of its officers, agents or employees shall be deemed an officer, agent, employee, joint venturer, partner or associate of CITY for any purpose. CITY shall have no right to control or supervise or direct the manner or method by which RECIPIENT shall perform its work and functions. However, CITY shall retain the right to administer this Agreement so as to verify that RECIPIENT is performing its obligations in accordance with the terms and conditions thereof.

(b) This Agreement does not evidence a partnership or joint venture between RECIPIENT and CITY. RECIPIENT shall have no authority to bind CITY absent CITY'S express written consent. Except to the extent otherwise provided in this Agreement, RECIPIENT shall bear its own costs and expenses in pursuit thereof.

(c) Because of its status as an independent contractor, RECIPIENT and its officers, agents and employees shall have absolutely no right to employment rights and benefits available to CITY employees. RECIPIENT shall be solely liable and responsible for providing to, or on behalf of, its employees all legally required employee benefits. In addition, RECIPIENT shall be solely responsible and save CITY harmless from all matters relating to payment of RECIPIENT'S employees, including, without limitation, compliance with Social Security withholding, and all other regulations

governing such matters. It is acknowledged that during the term of this Agreement, RECIPIENT may be providing services to others unrelated to CITY or to this Agreement.

27. Notices. Any notice required or intended to be given to either party under the terms of this Agreement shall be in writing and shall be deemed to be duly given if delivered personally, transmitted by facsimile followed by telephone confirmation of receipt, or sent by United States registered or certified mail, with postage prepaid, return receipt requested, addressed to the party to which notice is to be given at the party's address set forth on the signature page of this Agreement or at such other address as the parties may from time to time designate by written notice. Notices served by United States mail in the manner above described shall be deemed sufficiently served or given at the time of the mailing thereof.

28. Binding. Once this Agreement is signed by all parties, it shall be binding upon, and shall inure to the benefit of, all Parties, and each Parties' respective heirs, successors, assigns, transferees, agents, servants, employees and representatives.

29. Assignment.

(a) This Agreement is personal to RECIPIENT and there shall be no assignment by RECIPIENT of its rights or obligations under this Agreement without the prior written approval of the Administrator. Any attempted assignment by RECIPIENT, its successors or assigns, shall be null and void unless approved in writing by the Administrator.

(b) RECIPIENT hereby agrees not to assign the payment of any monies due RECIPIENT from CITY under the terms of this Agreement to any other individual(s), corporation(s) or entity(ies). CITY retains the right to pay any and all monies due RECIPIENT directly to RECIPIENT.

30. Compliance with Law. In providing the services required under this Agreement, RECIPIENT shall at all times comply with all applicable laws of the United States, the State of California and CITY, and with all applicable regulations promulgated by federal, state, regional or local administrative and regulatory agencies, now in force and as they may be enacted, issued, or amended during the life of this Agreement.

31. Waiver. The waiver by either Party of a breach by the other of any provision of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this Agreement. No provisions of this Agreement may be waived unless in writing and signed by all Parties to this Agreement. Waiver of any one provision herein shall not be deemed to be a waiver of any other provision herein.

32. Governing Law and Venue. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California, excluding, however, any conflict of laws rule which would apply the law of another jurisdiction. Venue for purposes of the filing of any action regarding the enforcement or interpretation of this Agreement and any rights and duties hereunder shall be Fresno County, California.

33. Headings. The Section headings in this Agreement are for convenience and reference only and shall not be construed or held in any way to explain, modify or add to the interpretation or meaning of the provisions of this Agreement.

34. Severability. The provisions of this Agreement are severable. The invalidity or unenforceability of any one provision in this Agreement shall not affect the other provisions.

35. Interpretation. The Parties acknowledge that this Agreement in its final form is the result of the combined efforts of the parties and that, should any provision of this Agreement be found to be ambiguous in any way, such ambiguity shall not be resolved by construing this Agreement in favor of or against any Party, but rather by construing the terms in accordance with their generally accepted meaning.

36. Attorney's Fees. If either Party is required to commence any proceeding or legal action to enforce or interpret any term, covenant or condition of this Agreement, the prevailing party in such proceeding or action shall be entitled to recover from the other Party its reasonable attorney's fees and legal expenses.

37. Exhibits. Each exhibit and attachment referenced in this Agreement is, by the reference, incorporated into and made a part of this Agreement.

38. Precedence of Documents. The order of precedence of documents shall be: (1) Rules and Regulations of Federal Agencies relating to the source of funds for this project; (2) Permits from other agencies as may be required by law; (3) Supplemental Agreements or this Agreement the one dated later having precedence over another dated earlier; (4) ESG Policies and Procedures (5) General Conditions.

Whenever any conflict appears in any portion of the Contract, it shall be resolved by application of the order of precedence.

In the event of any conflict between the body of this Agreement and any Exhibit or Attachment hereto, the terms and conditions of the body of this Agreement shall control and take precedence over the terms and conditions expressed within the Exhibit or Attachment. Furthermore, any terms or conditions contained within any Exhibit or Attachment hereto which purport to modify the allocation of risk between the Parties, provided for within the body of this Agreement, are null and void.

39. Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

40. Extent of Agreement. Each party acknowledges that they have read and fully understand the contents of this Agreement. This Agreement represents the entire and integrated agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations or agreements, either written or oral.

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IN WITNESS WHEREOF, the parties have executed this Agreement at Fresno, California, the day and year first above written.

CITY OF FRESNO,
a municipal corporation

By: Bruce Rudd
Bruce Rudd
City Manager

Date: 3/16/15

ATTEST:
YVONNE SPENCE, CMC
City Clerk

By: Sherrill Baderbach
Deputy

Date: 3/17/2015

APPROVED AS TO FORM:
DOUGLAS T. SLOAN
City Attorney

By: Branden M. Collet
Deputy City Attorney

Date: 3/16/15

Addresses:

CITY:
City of Fresno
Attention: Bruce Rudd, City Manager
2600 Fresno Street Room 3076
Fresno, CA 93721
Phone: (559) 621-8300
FAX: (559) 488-1078

WestCare California, Inc. a California 501c3 not-
for-profit Corporation

By: Shawn A. Jenkins
Shawn Jenkins
Senior Vice President
(Attach Notary Certificate of Acknowledgement)

Date: 3/9/15

By: M. Pistale

Name: M. Pistale

Title: Notary

(Attach Notary Certificate of Acknowledgement)

Date: 3-9-2015

RECIPIENT:
WestCare California
Attention: Shawn Jenkins, Senior Vice President
1505 N Chestnut
Fresno, CA 93703
Phone: (559) 251-4800
FAX: (559) 537-7827

Attachments:

1. Exhibit A – Scope of Services
2. Exhibit B – Budget Summary
3. Exhibit C – Homeless Services Report
5. Exhibit D – Insurance Requirements
4. Exhibit E – Conflict of Interest Disclosure Form

ACKNOWLEDGMENT

State of California
County of FRESNO

On March 9, 2015 before me, M. PISTALU NOTARY PUBLIC
(insert name and title of the officer)

personally appeared Shawn Jenkins
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature M. Pistalu

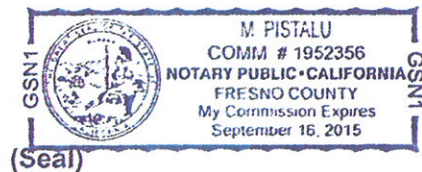


Exhibit A

SCOPE OF SERVICES

**Consultant Service Agreement between City of Fresno ("City")
and WestCare California, Inc. ("Consultant")**

Emergency Solutions Grant
PROJECT TITLE

See attached

WestCare California, Inc.
City of Fresno ESG (Project Unite)
6-month Budget 2/1/15 - 7/31/15

Rapid Re-Housing

WestCare Costs - RR Stabilization Case Management	
Case Manager	Case Manager will provide individuals and their families with case management to ensure they transition to independence. This will include arrangement, coordination, monitoring, and delivery of services related to meeting the housing needs of clients and helping them obtain housing stability. The Case Manager will meet with each client at least once weekly to provide support and assistance towards achieving each Individualized Service Plan.
Fringe Benefits	Calculated at 24.8% of total salaries
Laptop w/air card	For the purchase of a laptop with an air card for use at the office and while on the road. Calculated at an estimated \$1,775 for the laptop and \$100 for the laptop air
Printer	For the purchase of a printer to be used by WestCare ESG program staff. Calculated an \$250 X 50% to represent the portion shared by this staff. See the Fresno 25 Cities CAHM section for the other 50% cost of this printer.
Office Lease/Rent	These are the fees associated with facility space allocated to be used by the program staff. Calculated at \$59.28 per month x 6 months.
iPhone (cell phone)	For the purchase of a cell phone for the use of WestCare ESG staff. Calculated at an estimated \$250.
Cell Phone Service	For the connectivity fees associated with the cell phone to be used by WestCare ESG program staff. Calculated at \$90 per month x 6 months.
Internet Service	For the connectivity fees associated with the laptop air card to be used by WestCare ESG program staff. Calculated at \$60 per month x 6 months.
Office Phone Service	For the connectivity fees associated with the use of an office phone for the program. Calculated at \$50 per month x 6 months.
Office Supplies	This line item represents the cost of consumables such as paper, pens, clipboards, toner, etc. Calculated at an estimated \$50 per month x 6 months.
Office Utilities	These are the electricity, natural gas, and other utility costs allocated per the rented space in the facility to be used by the program. Calculated at \$50 per month x 6 months.
Office Repairs/Maintenance	For the day-to-day facility repairs of the program facility. Calculated at an estimated average of \$25 per month x 6 months.
Staff Recruitment	This represents the cost to run ads and obtain background checks for staff to ensure the most qualified staff for the program. Calculated at \$150 per staff.
Staff Mileage	For mileage reimbursements due to WestCare ESG staff for use of their personal vehicles for program related travel. Calculated at an estimated 424.5 miles per month x \$0.51 per mile x 6 months.
Indirect Costs	Administrative costs are comprised of administrative personnel and other such costs that support the program and are not covered in the line item budget. These costs include, but are not limited to, management, accounting, payroll, human resources, and technical support. Calculated at 26.7% of direct costs.

WestCare Rapid Rehousing Activities - Rental Assistance	
Rental Assistance	Funds to provide assistance to clients for short-term, medium-term, or one-time payment for rent in arrears. Estimated at \$10,192.5 per month x 6 months.
Security & Utility Deposits	Funds to assist clients with security and/or utility deposit assistance. Estimated at \$1,071.33 per month x 6 months.
Utility Payments	Funds to assist clients with utility payments. Estimated at \$571.00 per month x 6 months.
Moving Cost Assistance	Funds to assist program clients with moving costs. Estimated at an average \$4.10 per month.

Indirect Costs	Administrative costs are comprised of administrative personnel and other such costs that support the program and are not covered in the line item budget. These costs include, but are not limited to, management, accounting, payroll, human resources, and technical support. Calculated at 26.7% of direct costs.
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Street Outreach & Emergency Shelter

WestCare Costs	
Outreach Specialist	The Outreach Specialist will be responsible for identifying individuals (and those with families) who are literally homeless or at imminent risk of homelessness concentrating on the chronically homeless and the most vulnerable homeless.
Fringe Benefits	Calculated at 24.8% of total salaries
Laptop w/air card	For the purchase of a laptop with an air card for use at the office and while on the road. Calculated at an estimated \$1,775 for the laptop and \$100 for the laptop air
Printer	For the purchase of a printer to be used by WestCare ESG program staff. Calculated at an estimated \$250 X 50% to represent the portion shared by this staff. See the Fresno 25 Cities CAHM section for the other 50% cost of this printer.
Office Lease/Rent	These are the fees associated with facility space allocated to be used by the program staff. Calculated at \$59.28 per month x 6 months.
iPhone (cell phone)	For the purchase of a cell phone for the use of WestCare ESG staff. Calculated at an estimated \$250.
Cell Phone Service	For the connectivity fees associated with the cell phone to be used by WestCare ESG program staff. Calculated at \$90 per month x 6 months.
Internet Service	For the connectivity fees associated with the laptop air card to be used by WestCare ESG program staff. Calculated at \$60 per month x 6 months.
Office Phone Service	For the connectivity fees associated with the use of an office phone for the program. Calculated at \$50 per month x 6 months.
Office Supplies	This line item represents the cost of consumables such as paper, pens, clipboards, toner, etc. Calculated at an estimated \$50 per month x 6 months.
Office Utilities	These are the electricity, natural gas, and other utility costs allocated per the rented space in the facility to be used by the program. Calculated at \$50 per month x 6 months.
Office Repairs/Maintenance	For the day-to-day facility repairs of the program facility. Calculated at an estimated average of \$25 per month x 6 months.
Staff Recruitment	This represents the cost to run ads and obtain background checks for staff to ensure the most qualified staff for the program. Calculated at \$150 per staff.
Staff Mileage	For mileage reimbursements due to WestCare ESG staff for use of their personal vehicles for program related travel. Calculated at an estimated 849.02 miles per month x \$0.51 per mile x 6 months.
Indirect Costs	Administrative costs are comprised of administrative personnel and other such costs that support the program and are not covered in the line item budget. These costs include, but are not limited to, management, accounting, payroll, human resources, and technical support. Calculated at 26.7% of direct costs.

HMIS - Street Outreach & Emergency Shelter	For the cost of purchasing 1 HMIS license, training on HMIS, and reporting for tracking client data as per the RFP.
Indirect Costs	Administrative costs are comprised of administrative personnel and other such costs that support the program and are not covered in the line item budget. These costs include, but are not limited to, management, accounting, payroll, human resources, and technical support. Calculated at 26.7% of direct costs.

WestCare Costs	
Rental Assistance	Funds to provide assistance to clients for short-term, medium-term, or one-time payment for rent in arrears. Estimated at \$4,601 per month x 6 months.
Security & Utility Deposits	Funds to assist clients with security and/or utility deposit assistance. Estimated at \$369 per month x 6 months.
Utility Payments	Funds to assist clients with utility payments. Estimated at \$196.67 per month x 6 months.
Indirect Costs	Administrative costs are comprised of administrative personnel and other such costs that support the program and are not covered in the line item budget. These costs include, but are not limited to, management, accounting, payroll, human resources, and technical support. Calculated at 26.7% of direct costs.

Fresno's 25 Cities CAHM

WestCare Costs - RR Housing Relocation & Stabilization	
Housing Locator	The Housing Locator will be responsible for identifying and transitioning program clients into stable housing. This will be a full time staff. Salaries are calculated at \$18/hr x 1,040 hours in a 6-month period.
Director of Housing Services	The Director of Housing Services will be responsible for the oversight of the program and scope of work. This position will approve all purchase to ensure costs are within budget, monitor data for contract compliance, submit performance reports, and will provide supervision through direct observation and follow-up training. This will be a 21% FTE. Salaries are calculated at \$54,000 annual salary ÷ 2 (to represent 6 months) x 21%.
Fringe Benefits	Calculated at 24.8% of total salaries
Laptop w/air card	For the purchase of a laptop with an air card for use at the office and while on the road. Calculated at an estimated \$1,775 for the laptop and \$100 for the laptop air
Printer	For the purchase of a printer to be used by WestCare ESG program staff. Calculated at \$250 X 50% to represent the portion shared by this staff. See the Street Outreach & Emergency Shelter section for the other 50% cost of this printer.
Office Lease/Rent	These are the fees associated with facility space allocated to be used by the program staff. Calculated at \$59.28 per month x 6 months.
iPhone (cell phone)	For the purchase of a cell phone for the use of WestCare ESG staff. Calculated at an estimated \$250.
Cell Phone Service	For the connectivity fees associated with the cell phone to be used by WestCare ESG program staff. Calculated at \$90 per month x 6 months.
Internet Service	For the connectivity fees associated with the laptop air card to be used by WestCare ESG program staff. Calculated at \$60 per month x 6 months.
Office Phone Service	For the connectivity fees associated with the use of an office phone for the program. Calculated at \$50 per month x 6 months.
Office Supplies	This line item represents the cost of consumables such as paper, pens, clipboards, toner, etc. Calculated at an estimated \$50 per month x 6 months.
Office Utilities	These are the electricity, natural gas, and other utility costs allocated per the rented space in the facility to be used by the program. Calculated at \$50 per month x 6 months.
Office Repairs/Maintenance	For the day-to-day facility repairs of the program facility. Calculated at an estimated average of \$25 per month x 6 months.
Staff Recruitment	This represents the cost to run ads and obtain background checks for staff to ensure the most qualified staff for the program. Calculated at \$150 per staff.
Staff Mileage	For mileage reimbursements due to WestCare ESG staff for use of their personal vehicles for program related travel. Calculated at an estimated 849.02 miles per month x \$0.51 per mile x 6 months.

Indirect Costs	Administrative costs are comprised of administrative personnel and other such costs that support the program and are not covered in the line item budget. These costs include, but are not limited to, management, accounting, payroll, human resources, and technical support. Calculated at 26.7% of direct costs.
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HMIS - Rapid Rehousing	For the cost of purchasing 2 HMIS license, training on HMIS, and reporting for tracking client data as per the RFP.
Indirect Costs	Administrative costs are comprised of administrative personnel and other such costs that support the program and are not covered in the line item budget. These costs include, but are not limited to, management, accounting, payroll, human resources, and technical support. Calculated at 26.7% of direct costs.

Subcontractor - Turning Point RR Case Management	Our partner, Turning Point, will provide Rapid Rehousing Case Management. Calculated at an estimated \$2,052.83 per month x 6 months.
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Subcontractor - Turning Point Street Outreach & Emergency Shelter	Our partner, Turning Point, will provide housing assistance in the forms of bridge housing at a facility (Bridge Point) that will operate as emergency shelter for homeless persons who will be connected to other housing options. Calculated at an estimated \$14,613.83 per month x 6 months.
Program Director	The Program Director will provide oversight of the overall operations of the program and supervision of staff. Additionally, the Program Director will prepare reports and ensure program compliance. Calculated at 28% FTE.
Secretary	The Secretary position enters data, assists with intake documentation, administrative duties, meeting client needs with regard to appointment scheduling, etc. Calculated at 20% FTE.
Resident Client Supervisor	The Resident Client Supervisors will provide onsite supervision and access to services 24 hours a day. Resident Client Supervisors will monitor resident activities, ensure safety of the building, provide supportive services and respond to crisis when necessary. Calculated at 168% (2 staff).
Cook	The Cook will ensure meals are prepared daily and in accordance with safe food handling guidelines. Calculated at 28% FTE.
Case Manager	The Case Manager will be responsible for maintaining client files, documenting and preparing client service plans, making referrals to community resources, providing transportation or transportation resources for clients to appointments, data entry, and working closely with Navigators to ensure smooth transition for clients into permanent housing. Calculated at 40% FTE.

Subcontractor - Poverello House Rapid Rehousing	Our partner, Poverello House, will work in concert with WestCare and Turning Point on "Project Unite" by conducting initial assessments of the clients in the Villages to determine the type of supportive service or social service required. Once initial needs are assessed, Poverello House will refer clients to Turning Point for bridge housing or WestCare for additional housing navigation. Poverello House will work with Turning Point and WestCare to help clients obtain documents needed for housing.
Case Manager	The Case Manager to conduct initial assessments for clients residing in the Villages to determine their housing needs and the types of supportive services they need to find and sustain permanent housing. Calculated at 24.9% x \$15/hr x 1,040 hrs in a 6-month
Fringe Benefits	Calculated at 28.9% of total Poverello salaries

Subcontractor - Poverello House	Our partner, Poverello House, will work in concert with WestCare and Turning Point on "Project Unite" by conducting initial assessments of the clients in the Villages to determine the type of supportive service or social service required. Once initial needs are assessed, Poverello House will refer clients to Turning Point for bridge housing or WestCare for additional housing navigation. Poverello House will work with Turning Point and WestCare to help clients obtain documents needed for housing.
Case Manager	The Case Manager to conduct initial assessments for clients residing in the Villages to determine their housing needs and the types of supportive services they need to find and sustain permanent housing. Calculated at 75.1% x \$15/hr x 1,040 hrs in a 6-month
Case Manager/Outreach	The Case Manager/Outreach staff will be responsible for assisting the Case Manager in assisting clients to gather documents necessary to be placed in appropriate housing and supportive services. Calculated at 100% x \$12/hr x 1,040 hrs in a 6-month period.
Fringe Benefits	Calculated at 28.9% of total Poverello salaries
Laptop	For the purchase of a laptop to be used by the Poverello staff. Calculated at an estimated \$1,500.
Printer	For the purchase of a printer to be used by the Poverello staff. Calculated at an estimated \$100.
Electricity	For the electricity needs of the Poverello staff. Calculated at \$40 per month x 6
Office Supplies	For the purchase of consumables such as pens, paper, ink cartridges, etc. for the Poverello staff. Calculated at an average \$50 per month x 6 months.
Cell Phones	For the purchase of a cell phone for each of the Poverello staff. Calculated at \$100 per cell phone x 2 cell phones.
Cell Phone Service	For the monthly service for the cell phones used by the Poverello staff. Calculated at \$90 per month x 6 months.
iPad	For the purchase of an iPad for the use of the Poverello staff. Calculated at an estimated \$1,200.
Staff Mileage	For mileage reimbursements due to Poverello staff for use of their personal vehicle for program related travel. Calculated at an estimated 72.17 miles per month x 6 months x \$0.51 per mile.

Administration

WestCare Administrative Costs	No funds requested from this line item
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Exhibit B

BUDGET SUMMARY

**Consultant Service Agreement between City of Fresno ("City")
and WestCare California, Inc. ("Consultant")**

Emergency Solutions Grant
PROJECT TITLE

See attached

WestCare California, Inc.
City of Fresno ESG (Project Unite)

6-month Budget 2/1/15 - 7/31/15

Activity Description	Detail	Unit Cost	Multiplier	Amount	Subtotal	Total
WestCare California - RR Stabilization Case Management						
Case Manager	100%	\$ 17.18	1040	\$ 17,867.00		
Fringe Benefits		\$ 17,867.00	24.8%	\$ 4,431.00		
Laptop w/air card		\$ 1,875.00	1	\$ 1,875.00		
Printer		\$ 125.00	1	\$ 125.00		
Office Lease/Rent		\$ 59.28	6	\$ 356.00		
iPhone (cell phone)		\$ 250.00	1	\$ 250.00		
Cell Phone Service		\$ 90.00	6	\$ 540.00		
Internet Service		\$ 60.00	6	\$ 360.00		
Office Phone Service		\$ 50.00	6	\$ 300.00		
Office Supplies		\$ 50.00	6	\$ 300.00		
Office Utilities		\$ 50.00	6	\$ 300.00		
Office Repairs/Maintenance		\$ 25.00	6	\$ 150.00		
Staff Recruitment		\$ 150.00	1	\$ 150.00		
Staff Mileage	424.50	\$ 0.51	6	\$ 1,299.00		
Indirect Costs - WestCare		\$ 22,298.00	26.7%	\$ 5,954.00	\$ 34,257.00	
WestCare California - RR Rental Assistance						
Rental Assistance		\$ 10,192.50	6	\$ 61,155.00		
Security & Utility Deposits		\$ 1,071.33	6	\$ 6,428.00		
Utility Payments		\$ 571.00	6	\$ 3,426.00		
Moving Cost Assistance		\$ 4.10	6	\$ 25.00		
Indirect Costs - WestCare		\$ 71,034.00	26.7%	\$ 18,966.00	\$ 90,000.00	
Rapid Re-Housing						\$ 124,257.00
WestCare California Costs - Homeless Prevention						
Rental Assistance		\$ 3,512.20	6	\$ 21,073.00		
Security & Utility Deposits		\$ 369.00	6	\$ 2,214.00		
Utility Payments		\$ 196.67	6	\$ 1,180.00		
Indirect Costs - WestCare		\$ 24,467.00	26.7%	\$ 6,533.00	\$ 31,000.00	
Homelessness Prevention						\$ 31,000.00
WestCare California Costs - RR Housing Relocation & Stabilization						
Housing Locator	100.0%	\$ 18.00	1040	\$ 18,720.00		
Director of Housing Services		\$ 27,000.00	21.0%	\$ 5,670.00		
Fringe Benefits		\$ 24,390.00	24.8%	\$ 6,049.00		
Laptop w/air card		\$ 1,875.00	1	\$ 1,875.00		
Printer		\$ 125.00	1	\$ 125.00		
Office Lease/Rent		\$ 59.28	6	\$ 356.00		
iPhone (cell phone)		\$ 250.00	1	\$ 250.00		
Cell Phone Service		\$ 90.00	6	\$ 540.00		
Internet Service		\$ 60.00	6	\$ 360.00		
Office Phone Service		\$ 50.00	6	\$ 300.00		
Office Supplies		\$ 50.00	6	\$ 300.00		
Office Utilities		\$ 50.00	6	\$ 300.00		
Office Repairs/Maintenance		\$ 25.00	6	\$ 150.00		
Staff Recruitment		\$ 150.00	1	\$ 150.00		
Staff Mileage	849.02	\$ 0.51	6	\$ 2,598.00		
Indirect Costs - WestCare		\$ 30,439.00	26.7%	\$ 8,127.00	\$ 45,870.00	
HMIS - Rapid Rehousing		\$ 3,377.00	1	\$ 3,377.00		
Indirect Costs - WestCare		\$ 3,377.00	26.7%	\$ 902.00	\$ 4,279.00	

Subcontractor - Turning Point Street Outreach & Emergency	\$	14,613.83	6	\$	87,683.00	\$	87,683.00	
Subcontractor - Turning Point RR Case Management	\$	2,052.83	6	\$	12,317.00	\$	12,317.00	
Subcontractor - Poverello House - Rapid Rehousing								
Case Manager	24.9%	\$	15.00	1040	\$	3,879.00		
Fringe Benefits		\$	3,879.00	28.9%	\$	1,121.00	\$	5,000.00
Subcontractor - Poverello House - Street Outreach								
Case Manager	75.1%	\$	15.00	1040	\$	11,721.00		
Case Manager/Outreach	100%	\$	12.00	1040	\$	12,480.00		
Fringe Benefits		\$	24,201.00	28.9%	\$	6,997.00		
Laptop		\$	1,500.00	1	\$	1,500.00		
Printer		\$	100.00	1	\$	100.00		
Electricity		\$	40.00	6	\$	240.00		
Office Supplies		\$	50.00	6	\$	300.00		
Cell Phones		\$	100.00	2	\$	200.00		
Cell Phone Service		\$	90.00	6	\$	540.00		
iPad		\$	1,200.00	1	\$	1,200.00		
Staff Mileage		\$	72.17	6	\$	433.00	\$	35,711.00
Fresno's 25 Cities CAHM								\$ 190,860.00
WestCare California Costs - Outreach & Emergency Shelter								
Outreach Specialist		\$	16.00	1040	\$	16,640.00		
Fringe Benefits		\$	16,640.00	24.8%	\$	4,127.00		
Laptop w/air card		\$	1,875.00	1	\$	1,875.00		
Printer		\$	125.00	1	\$	125.00		
Office Lease/Rent		\$	59.28	6	\$	356.00		
iPhone (cell phone)		\$	250.00	1	\$	250.00		
Cell Phone Service		\$	90.00	6	\$	540.00		
Internet Service		\$	60.00	6	\$	360.00		
Office Phone Service		\$	50.00	6	\$	300.00		
Office Supplies		\$	50.00	6	\$	300.00		
Office Utilities		\$	50.00	6	\$	300.00		
Office Repairs/Maintenance		\$	25.00	6	\$	150.00		
Staff Recruitment		\$	150.00	1	\$	150.00		
Staff Mileage	849.02	\$	0.51	6	\$	2,598.00		
Indirect Costs - WestCare		\$	28,071.00	26.7%	\$	7,495.00	\$	35,566.00
HMIS - Street Outreach & Emergency Shelter								
Indirect Costs - WestCare		\$	3,377.00	26.7%	\$	902.00	\$	4,279.00
Street Outreach & Emergency Shelter								\$ 39,845.00
No funds requested from this category								
Administration								\$ -
Total Budget						\$	385,962.00	\$ 385,962.00

BUDGET PROPOSAL - CITY OF FRESNO ESG

SIX (6) MONTH BUDGET PROPOSAL

ORGANIZATION NAME WestCare California, Inc.
 PROJECT NAME City of Fresno ESG (Project Unite)

Is the proposed program requested as part of Fresno's 25 Cities CAHM? (YES/NO)

CITY ESG funds previously awarded for this program

COUNTY ESG funds (awarded, requested, or expected) for this program

Matching funds for this program

Source(s) of matching funds for this program

Street Outreach / Emergency Shelter							
WestCare California Costs - Outreach & Emergency Shelter	NO	\$ 35,566.00	\$ 35,566.00	\$ -	\$ -	\$ 35,566.00	WestCare match - HUD SSVF services
HMS - Street Outreach & Emergency Shelter	NO	\$ 4,279.00	\$ 4,279.00	\$ -	\$ -	\$ 4,279.00	
Subcontractor - Turning Point Street Outreach	YES	\$ 87,683.00	\$ 87,683.00	\$ -	\$ -	\$ 87,683.00	
Subcontractor - Poverello House - Street Outreach	YES	\$ 35,711.00	\$ 35,711.00	\$ -	\$ -	\$ 35,711.00	
Total street outreach/ emergency shelter		\$ 163,239.00	\$ 163,239.00	\$ -	\$ -	\$ 163,239.00	

Homelessness Prevention							
Homelessness Prevention- Housing Relocation & Stabilization							
WestCare California Costs - Homeless Prev	NO	\$ 31,000.00	\$ 31,000.00	\$ -	\$ -	\$ 31,000.00	WestCare match - HUD SSVF services
Homelessness Prevention- Tenant Based Rental Assistance							
Total homelessness prevention		\$ 31,000.00	\$ 31,000.00	\$ -	\$ -	\$ 31,000.00	

Rapid Re-Housing							
Rapid Re-Housing - Housing Relocation & Stabilization							
WestCare California - RR Stabilization Case	NO	\$ 34,267.00	\$ 34,267.00	\$ -	\$ -	\$ 34,267.00	WestCare California match - HUD SSVF services. Turning Point match - First Step Homes services. Poverello House match - meals to clients.
HMS - Rapid Rehousing	YES	\$ 4,279.00	\$ 4,279.00	\$ -	\$ -	\$ 4,279.00	
WestCare California Costs - RR Housing Relocation	YES	\$ 45,870.00	\$ 45,870.00	\$ -	\$ -	\$ 45,870.00	
Subcontractor - Poverello House - Rapid Rel	YES	\$ 5,000.00	\$ 5,000.00	\$ -	\$ -	\$ 5,000.00	
Subcontractor - Turning Point RR Case Man	YES	\$ 12,317.00	\$ 12,317.00	\$ -	\$ -	\$ 12,317.00	
Rapid Re-Housing - Tenant-Based Rental Assistance							
WestCare California - RR Rental Assistance	NO	\$ 90,000.00	\$ 90,000.00	\$ -	\$ -	\$ 90,000.00	WestCare match - HUD SSVF services
Total rapid re-housing		\$ 191,723.00	\$ 191,723.00	\$ -	\$ -	\$ 191,723.00	

Administrative costs up to 2.5% of ESG funds requested for program activities		\$ -	\$ -	\$ -	\$ -	\$ -	WestCare match - HUD SSVF services
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TOTAL ALL ESG Activities in this BUDGET		\$ 385,962.00	\$ 385,962.00	\$ -	\$ -	\$ 385,962.00	
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EXPLANATION OF OTHER ESG FUNDS

If your organization has been awarded ESG funds from the City or County of Fresno for activities that will be implemented during the period January 1, 2015 to June 30, 2015, please explain how those funds will be used to pay for costs associated with this program (shown above), or for other program costs during this period:

N/A

If your organization has requested or expects to apply for ESG funds from the County of Fresno for activities that will be implemented during the period January 1, 2015 to June 30, 2015, please explain how those funds will be used to pay for costs associated with this program (shown above), or for other program costs:

N/A

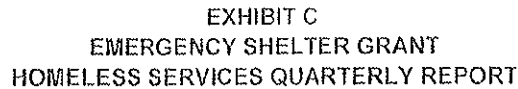
EXPLANATION OF MATCHING FUNDS

Please describe the sources and used of matching funds. If matching funds will be used to pay for costs that are not included in the budget above, please clearly describe the costs and activities that will be supported with those matching funds:

WestCare California will provide its match through HUD SSVF services. The HUD Supportive Services for Veteran Families (SSVF) program provides supportive services and temporary financial assistance, based on need, to very low income veteran families to prevent and reduce homelessness. Turning Point will provide its match through First Step Homes services which will provide additional assistance to the Project Unite clients for preventing or reducing homelessness. Poverello House will provide its match through 3 meals a day to 120 clients for the length of the program.

Does your organization plan to request matching funding from Fresno First Steps Home to support activities that will be implemented as part of Fresno's 25 Cities (CAHM) initiative? If YES please use this space to briefly describe your organization's funding request.

No



<input type="checkbox"/> Barracks	<input type="checkbox"/> Single Room Occupancy
<input type="checkbox"/> Group/Large House	<input type="checkbox"/> Mobile Home/Trailer
<input type="checkbox"/> Scattered Site Apartment	<input type="checkbox"/> Hotel/Motel
<input type="checkbox"/> Single Family Detached House	<input type="checkbox"/> Other

Organization: _____

Reporting Period: _____

Age Levels	
0-5	
6-12	
13-17	
18-34	
35-54	
55-59	
60-64	
65+	
Unknown	
Total	

Gender	
Male	
Female	
Total	

Veterans	
Persons w/ Disabilities	

Quarter:	
Total Meals	
Total Shelter Nights	
Year to Date:	
Total Meals	
Total Shelter Nights	

Race		
	Total Persons	Hispanic Persons
White		
Black/African American		
Asian		
Amer. Indian/Alaska Native		
Native Hawaiian/Other Pacific Islander		
Amer. Indian/Alaska Nat. & White		
Asian & White		
Black/African Amer. & White		
Amer. Indian/Alaska Nat. & Black African American		
TOTAL		

Matching Funds Report (ESG requires a 1:1 match). The following are the sources of the agency's match:

Source(s):	Amount
1	\$
2	
3	
4	
5	
6	
7	
8	
Total	\$

Signature of the Authorized Agent or Officer:

Date:

Print/Type Name:

Job Title:

EXHIBIT D

Consultant Service Agreement between City of Fresno ("CITY")
And WestCare California, Inc. ("CONSULTANT")
Emergency Solutions Grant
PROJECT TITLE

MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. The most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01, providing liability coverage arising out of your business operations. The Commercial General Liability policy shall be written on an occurrence form and shall provide coverage for "bodily injury," "property damage" and "personal and advertising injury" with coverage for premises and operations (including the use of owned and non-owned equipment), products and completed operations, and contractual liability (including, without limitation, indemnity obligations under the Agreement) with limits of liability not less than those set forth under "Minimum Limits of Insurance."
2. The most current version of ISO *Commercial Auto Coverage Form CA 00 01, providing liability coverage arising out of the ownership, maintenance or use of automobiles in the course of your business operations. The Automobile Policy shall be written on an occurrence form and shall provide coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code 1- Any Auto). If personal automobile coverage is used, the CITY, its officers, officials, employees, agents and volunteers are to be listed as additional insureds.
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
4. Professional Liability (Errors and Omissions) insurance appropriate to CONSULTANT'S profession. Architect's and engineer's coverage is to be endorsed to include contractual liability.

MINIMUM LIMITS OF INSURANCE

CONSULTANT, or any party the CONSULTANT subcontracts with, shall maintain limits of liability of not less than those set forth below. However, insurance limits available to CITY, its officers, officials, employees, agents and volunteers as additional insureds, shall be the greater of the minimum limits specified herein or the full limit of any insurance proceeds available to the named insured:

1. COMMERCIAL GENERAL LIABILITY:

- (i) \$1,000,000 per occurrence for bodily injury and property damage;
- (ii) \$1,000,000 per occurrence for personal and advertising injury;
- (iii) \$2,000,000 aggregate for products and completed operations; and,
- (iv) \$2,000,000 general aggregate applying separately to the work performed under the Agreement.

2. **COMMERCIAL AUTOMOBILE LIABILITY:**

\$1,000,000 per accident for bodily injury and property damage.

OR*

PERSONAL AUTOMOBILE LIABILITY insurance with limits of liability not less than:

- (i) \$100,000 per person;
- (ii) \$300,000 per accident for bodily injury; and,
- (iii) \$50,000 per accident for property damage.

3. **WORKERS' COMPENSATION INSURANCE** as required by the State of California with statutory limits.

4. **EMPLOYER'S LIABILITY:**

- (i) \$1,000,000 each accident for bodily injury;
- (ii) \$1,000,000 disease each employee; and,
- (iii) \$1,000,000 disease policy limit.

5. **PROFESSIONAL LIABILITY** (Errors and Omissions):

- (i) \$1,000,000 per claim/occurrence; and,
- (ii) \$2,000,000 policy aggregate.

UMBRELLA OR EXCESS INSURANCE

In the event CONSULTANT purchases an Umbrella or Excess insurance policy(ies) to meet the "Minimum Limits of Insurance," this insurance policy(ies) shall "follow form" and afford no less coverage than the primary insurance policy(ies). In addition, such Umbrella or Excess insurance policy(ies) shall also apply on a primary and non-contributory basis for the benefit of the CITY, its officers, officials, employees, agents and volunteers.

DEDUCTIBLES AND SELF-INSURED RETENTIONS

CONSULTANT shall be responsible for payment of any deductibles contained in any insurance policy(ies) required herein and CONSULTANT shall also be responsible for

payment of any self-insured retentions. Any deductibles or self-insured retentions must be declared on the Certificate of Insurance, and approved by, the CITY'S Risk Manager or his/her designee. At the option of the CITY'S Risk Manager or his/her designee, either:

- (i) The insurer shall reduce or eliminate such deductibles or self-insured retentions as respects CITY, its officers, officials, employees, agents and volunteers; or
- (ii) CONSULTANT shall provide a financial guarantee, satisfactory to CITY'S Risk Manager or his/her designee, guaranteeing payment of losses and related investigations, claim administration and defense expenses. At no time shall CITY be responsible for the payment of any deductibles or self-insured retentions.

OTHER INSURANCE PROVISIONS/ENDORSEMENTS

The General Liability and Automobile Liability insurance policies are to contain, or be endorsed to contain, the following provisions:

1. CITY, its officers, officials, employees, agents and volunteers are to be covered as additional insureds. CONSULTANT shall establish additional insured status for the City and for all ongoing and completed operations by use of ISO Form CG 20 10 11 85 or both CG 20 10 10 01 and CG 20 37 10 01 or by an executed manuscript insurance company endorsement providing additional insured status as broad as that contained in ISO Form CG 20 10 11 85.
2. The coverage shall contain no special limitations on the scope of protection afforded to CITY, its officers, officials, employees, agents and volunteers. Any available insurance proceeds in excess of the specified minimum limits and coverage shall be available to the Additional Insured.
3. For any claims related to this Agreement, CONSULTANT'S insurance coverage shall be primary insurance with respect to the CITY, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees, agents and volunteers shall be excess of CONSULTANT'S insurance and shall not contribute with it. CONSULTANT shall establish primary and non-contributory status by using ISO Form CG 20 01 04 13 or by an executed manuscript insurance company endorsement that provides primary and non-contributory status as broad as that contained in ISO Form CG 20 01 04 13.

The Workers' Compensation insurance policy is to contain, or be endorsed to contain, the following provision: CONSULTANT and its insurer shall waive any right of subrogation against CITY, its officers, officials, employees, agents and volunteers.

If the Professional Liability (Errors and Omissions) insurance policy is written on a claims-made form:

1. The retroactive date must be shown, and must be before the effective date of the Agreement or the commencement of work by CONSULTANT.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Agreement work or termination of the Agreement, whichever occurs first, or, in the alternative, the policy shall be endorsed to provide not less than a five (5) year discovery period.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the Agreement or the commencement of work by CONSULTANT, CONSULTANT must purchase "extended reporting" coverage for a minimum of five (5) years after completion of the Agreement work or termination of the Agreement, whichever occurs first.
4. A copy of the claims reporting requirements must be submitted to CITY for review.
5. These requirements shall survive expiration or termination of the Agreement.

All policies of insurance required herein shall be endorsed to provide that the coverage shall not be cancelled, non-renewed, reduced in coverage or in limits except after thirty (30) calendar days written notice by certified mail, return receipt requested, has been given to CITY. CONSULTANT is also responsible for providing written notice to the CITY under the same terms and conditions. Upon issuance by the insurer, broker, or agent of a notice of cancellation, non-renewal, or reduction in coverage or in limits, CONSULTANT shall furnish CITY with a new certificate and applicable endorsements for such policy(ies). In the event any policy is due to expire during the work to be performed for CITY, CONSULTANT shall provide a new certificate, and applicable endorsements, evidencing renewal of such policy not less than fifteen (15) calendar days prior to the expiration date of the expiring policy.

VERIFICATION OF COVERAGE

CONSULTANT shall furnish CITY with all certificate(s) and **applicable endorsements** effecting coverage required hereunder. All certificates and **applicable endorsements** are to be received and approved by the CITY'S Risk Manager or his/her designee prior to CITY'S execution of the Agreement and before work commences. All non-ISO endorsements amending policy coverage shall be executed by a licensed and authorized agent or broker. Upon request of CITY, CONSULTANT shall immediately furnish City with a complete copy of any insurance policy required under this Agreement, including all endorsements, with said copy certified by the underwriter to be a true and correct copy of the original policy. This requirement shall survive expiration or termination of this Agreement.



WESTFOU-02

MALIRA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/19/2015

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).

PRODUCER Willis of Florida, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 37230-5191	CONTACT NAME: certificates@willis.com PHONE (A/C, No, Ext): (877) 945-7378 FAX (A/C, No): (888) 467-2378 E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Arch Insurance Company INSURER B: Commerce & Industry Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:
INSURED WestCare California, Inc. PO Box 94738 Las Vegas, NV 89193-4738	NAIC # 11150 19410

COVERAGES

CERTIFICATE NUMBER:

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	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:	X X	NTPKG0005307	07/01/2014	07/01/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COM/OP AGG \$ 3,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	X	NTAUT0002707	07/01/2014	07/01/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTIONS 10,000		NTFXS0015601	07/01/2014	07/01/2015	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> Y N/A	X WC018721029	02/26/2015	02/26/2016	<input checked="" type="checkbox"/> PER STATUTE <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 Liab.		NTPKG0005307	07/01/2014	07/01/2015	Occ. \$1,000,000/Agg 3,000,000
A	Abuse & Molestation		NTPKG0005307	07/01/2014	07/01/2015	Occ. \$1,000,000/Agg 3,000,000

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

THIS CERTIFICATE VOIDS AND REPLACES PREVIOUSLY ISSUED CERTIFICATE DATED: 2/23/2015

City of Fresno, a California Municipal Corporation, hereinafter referred to as CITY, its officers, officials, employees, agents and volunteers are included as Additional Insureds as respects to General Liability including completed operations and Auto Liability.

General Liability and Auto Liability policies shall be Primary and Non-contributory with any other insurance in force for or which may be purchased by Additional Insureds.

SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

CANCELLATION

City of Fresno, a California Municipal Corporation CITY 2600 Fresno Street, Room 2097 Fresno, CA 93721	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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ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Willis of Florida, Inc.		NAMED INSURED WestCare California, Inc.	
POLICY NUMBER SEE PAGE 1		PO Box 94738 Las Vegas, NV 89193-4738	
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:

The Excess Liability policy is Follows Form.

Waiver of Subrogation applies in favor of City of Fresno, a California Municipal Corporation, hereinafter referred to as CITY, its officers, officials, employees, agents and volunteers with respects to Workers Compensation as permitted by law.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SOCIAL SERVICES PREMIER GENERAL LIABILITY ENHANCEMENT ENDORSEMENT

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

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

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

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

A) MEDICAL PAYMENTS

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

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

B) SUPPLEMENTARY PAYMENTS

Coverage A. and B. provisions:

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

C) DAMAGE TO PREMISES RENTED TO YOU

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

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

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

This is the most we will pay for all damage proximately caused by the same event, whether such damage results from fire, lightning, explosion, smoke or leakage from fire protective sprinklers or any combination thereof.

D) WHO IS AN INSURED

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

2. Each of the following is also an insured; but only while working within the scope of their duties for the insured:

a.

- (i) "Employees";
- (ii) "Volunteer Workers";
- (iii) Independent Contractors

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

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

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

- (2) "Property damage" to property:

- (a) Owned, occupied or used by,
- (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

- b. Medical directors and administrators, including professional persons, are also insureds;
- c. If you are an organization other than a partnership or joint venture, your managers and supervisors are also insureds;
- d. If you are a limited liability company your members are insureds, but only with respect to their duties related to the conduct of your business;
- e. Any organization and subsidiary thereof which you control and actively manage on the effective date of this endorsement;

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

(1) Their financial control of you; or

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

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

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

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

(1) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners, or decorations and similar exposures; or

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

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

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

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

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

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

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

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

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

(2) Supervisors, inspection, or engineering services.

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

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

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

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

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

E) KNOWLEDGE OR NOTICE OF OCCURRENCE

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

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

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

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

G) BODILY INJURY – MENTAL ANGUISH

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

"Bodily Injury":

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

H) UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

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

I) LIBERALIZATION

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

J) EXTENDED "PROPERTY DAMAGE"

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

Exclusions a. is deleted and replaced by the following:

- 1) Expected or Intended Injury;
"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

K) PREMISES SOLD OR ABANDONED BY YOU

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

Exclusions, Exclusion j. is amended as follows:

Paragraph (2) is replaced by the following:

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

L) ADDITIONAL INSURED – FUNDING SOURCE

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

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

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

M) ADDITIONAL INSURED – MANAGERS OR LESSORS OF PREMISES

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

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

This insurance does not apply to:

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

N) ADDITIONAL INSUREDS - BY CONTRACT, AGREEMENT OR PERMIT

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

O) GENERAL AGGREGATE LIMIT PER LOCATION

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

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

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

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

SECTION V - DEFINITIONS is amended by adding the following:

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

P) BLANKET SPECIAL EVENTS AND FUND RAISING EVENTS

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

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

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

Q) NON-OWNED WATERCRAFT

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

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

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

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

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

R) WAIVER OF SUBROGATION

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

S) WAIVER OF IMMUNITY

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

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

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

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

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

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

Exclusions c. is amended by adding the following subparagraph:

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

V. EMPLOYEE CRIMINAL DEFENSE COVERAGE

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

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

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

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

All other terms and conditions of this Policy remain unchanged.

Endorsement Number:

Policy Number: NTPKG0005307

Named Insured: WESTCARE FOUNDATION, INC.

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

Endorsement Effective Date:



WESTFOU-02 SHETTYSM2

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/19/2015

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).

PRODUCER Willis of Florida, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 37230-5191	CONTACT NAME: certificates@willis.com		
	PHONE (A/C No. Ext): (877) 945-7378 FAX (A/C No.): (888) 467-2378		
INSURED WestCare California, Inc. PO Box 94738 Las Vegas, NV 89193-4738	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Arch Insurance Company		11150
	INSURER B: National Union Fire Insurance Company of Pittsburgh		19445
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES

CERTIFICATE NUMBER:

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	ADDITIONAL SUBROGATION	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	NTPKG0005307	07/01/2014	07/01/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	<input checked="" type="checkbox"/>	NTAUT0002707	07/01/2014	07/01/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		NTFXS0015601	07/01/2014	07/01/2015	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N/A	WC018721029	02/26/2015	02/26/2016	<input checked="" type="checkbox"/> PER STATUTE <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 Liab.		NTPKG0005307	07/01/2014	07/01/2015	Occ. \$1,000,000/Agg 3,000,000
A	Abuse & Molestation		NTPKG0005307	07/01/2014	07/01/2015	Occ. \$1,000,000/Agg 3,000,000

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

THIS CERTIFICATE Voids AND REPLACES PREVIOUSLY ISSUED CERTIFICATE DATED: 2/17/2015

City of Fresno, a California Municipal Corporation, hereinafter referred to as CITY, its officers, officials, employees, agents and volunteers are included as Additional Insureds as respects to General Liability and Auto Liability.

General Liability and Auto Liability policies shall be Primary and Non-contributory with any other insurance in force for or which may be purchased by Additional Insureds.

SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

CANCELLATION

City of Fresno, a California Municipal Corporation CITY 2600 Fresno Street, Room 2097 Fresno, CA 93721	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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ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Willis of Florida, Inc.		NAMED INSURED WestCare California, Inc.	
POLICY NUMBER SEE PAGE 1		PO Box 94738 Las Vegas, NV 89193-4738	
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: **ACORD 25** FORM TITLE: **Certificate of Liability Insurance**

Description of Operations/Locations/Vehicles:
The Excess Liability policy is Follows Form.

Waiver of Subrogation applies in favor of City of Fresno, a California Municipal Corporation, hereinafter referred to as CITY, its officers, officials, employees, agents and volunteers with respects to Workers Compensation as permitted by law.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SOCIAL SERVICES PREMIER GENERAL LIABILITY ENHANCEMENT ENDORSEMENT

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

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

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

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

A) MEDICAL PAYMENTS

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

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

B) SUPPLEMENTARY PAYMENTS

Coverage A. and B. provisions:

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

C) DAMAGE TO PREMISES RENTED TO YOU

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

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

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

This is the most we will pay for all damage proximately caused by the same event, whether such damage results from fire, lightning, explosion, smoke or leakage from fire protective sprinklers or any combination thereof.

D) WHO IS AN INSURED

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

2. Each of the following is also an insured; but only while working within the scope of their duties for the insured:

a.

- (i) "Employees";
- (ii) "Volunteer Workers";
- (iii) Independent Contractors

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

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

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

- (2) "Property damage" to property:

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

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

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

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

G) BODILY INJURY — MENTAL ANGUISH

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

"Bodily injury":

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

H) UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

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

I) LIBERALIZATION

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

J) EXTENDED "PROPERTY DAMAGE"

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

Exclusions a. is deleted and replaced by the following:

- 1) Expected or Intended Injury;
"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

K) PREMISES SOLD OR ABANDONED BY YOU

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

Exclusions, Exclusion j. is amended as follows:

Paragraph (2) is replaced by the following:

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

L) ADDITIONAL INSURED -- FUNDING SOURCE

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

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

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

M) ADDITIONAL INSURED -- MANAGERS OR LESSORS OF PREMISES

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

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

This insurance does not apply to:

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

N) ADDITIONAL INSUREDS - BY CONTRACT, AGREEMENT OR PERMIT

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

O) GENERAL AGGREGATE LIMIT PER LOCATION

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

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

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

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

SECTION V - DEFINITIONS is amended by adding the following:

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

P) BLANKET SPECIAL EVENTS AND FUND RAISING EVENTS

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

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

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

Q) NON-OWNED WATERCRAFT

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

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

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

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

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

R) WAIVER OF SUBROGATION

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

S) WAIVER OF IMMUNITY

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

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

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

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

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

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

Exclusions c. is amended by adding the following subparagraph:

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

V. EMPLOYEE CRIMINAL DEFENSE COVERAGE

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

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

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

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

All other terms and conditions of this Policy remain unchanged.

Endorsement Number:

Policy Number: NTPKG0005307

Named Insured: WESTCARE FOUNDATION, INC.

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

Endorsement Effective Date:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SOCIAL SERVICES PREMIER AUTO ENHANCEMENT ENDORSEMENT

This endorsement modifies insurance provided under the:

BUSINESS AUTO COVERAGE FORM

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

1. TEMPORARY SUBSTITUTE AUTOS PHYSICAL DAMAGE

The following is added to **Section I — Covered Autos**:

D. Temporary Substitute Autos — Physical Damage

If Physical Damage Coverage is provided by this Coverage Form for an "auto" you own and that covered "auto" is out of service because of its:

1. Breakdown;
2. Repair;
3. Servicing;
4. "Loss"; or
5. Destruction

Then in that event, Physical Damage Coverage is provided for an "auto" you do not own while it is being used with the permission of its owner as a temporary substitute "auto" for the out of service covered "auto". We will pay the owner for "loss" to the temporary substitute "auto". This insurance covers the interest of the owner unless the "loss" results from fraudulent acts or omissions on your part. If we make any payment to the owner, we will obtain the owner's rights against any other party.

2. EMPLOYEES OR VOLUNTEER WORKERS AS INSURED

The following is added to Paragraph **A.1. Who Is An Insured** of **Section II — Liability Coverage**:

d. Your "employee" or "volunteer worker" while using a covered "auto" you do not own, hire or borrow while performing duties related to the conduct of your business.

This insurance shall be excess over any other valid and collectible insurance.

3. BOARD MEMBERS

The following is added to Paragraph **A.1. Who Is An Insured** of **Section II — Liability Coverage**:

e. Your elected or appointed board members while using a covered "auto" you do not own, hire or borrow, while performing duties related to the conduct of your business. Anyone else who furnishes that "auto" is also an "insured".

This insurance shall be excess over any other valid and collectible insurance.

4. ADDITIONAL INSURED — CONTRACT, AGREEMENT OR PERMIT

The following is added to Paragraph **A.1. Who Is An Insured** of **Section II — Liability Coverage**:

f. Any person or organization with whom you agreed, in a written contract, agreement or permit, to provide insurance such as is afforded under this Coverage Part, but only with respect to your ownership, maintenance or use

of a covered "auto". This provision only applies if the written contract or agreement has been executed or permit issued prior to the "bodily injury" or "property damage".

This coverage shall be primary and not contributory with respect to the person or organization included as an "insured" under this section. Any other insurance that person or organization has shall be excess and not contributory with respect to this insurance, but this provision only applies if it is required in the written contract, agreement or permit identified in this section, and is permitted by law.

g. A "Funding Source" being any person or organization with respect to their liability arising out of their financial control of you.

5. EMPLOYEE HIRED AUTOS - LIABILITY

The following is added to Paragraph A.1. **Who Is An Insured of Section II -- Liability Coverage:**

h. An "employee", an elected or appointed official of yours, or a commissioner, officer or member of your commissions, authorities, boards or agencies while operating a covered "auto" hired or rented under a written contract or agreement in the name of that "employee" or elected or appointed official, with your permission, while performing duties related to the conduct of your business.

This coverage shall be primary and not contributory with respect to the person or organization included as an "insured" under this section. Any other insurance that person or organization has shall be excess and not contributory with respect to this insurance, but this provision only applies if it is required in the written contract, agreement or permit identified in this section, and is permitted by law.

6. SUPPLEMENTARY PAYMENTS

Paragraphs a.(2) and a.(4) of **Supplementary Payments** in Paragraph A.2. **Coverage Extensions of Section II -- Liability Coverage** are replaced by 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.

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$400 per day because of time off from work.

7. TOWING AND GLASS BREAKAGE

Paragraph A.2. **Towing of Section III -- Physical Damage Coverage** is replaced by the following:

2. Towing

We will pay up to \$250 per disablement for towing and labor costs incurred each time a covered "auto" is disabled. However, the labor must be performed at the place of disablement.

Paragraph A.3. **Glass Breakage of Section III -- Physical Damage Coverage** is replaced by the following:

3. Glass Breakage -- Hitting A Bird Or Animal -- Falling Objects Or Missiles

If you carry Comprehensive Coverage for the damaged covered "auto", we will pay for the following under Comprehensive Coverage without application of a deductible:

- a. Glass breakage; or
- b. "Loss" caused by hitting a bird or animal; and
- c. "Loss" caused by falling objects or missiles.

However, you have the option of having glass breakage caused by a covered "auto's" collision or overturn considered a "loss" under Collision Coverage.

8. PHYSICAL DAMAGE – TRANSPORTATION EXPENSE COVERAGE

Paragraph A.4.a. Transportation Expenses of Section III – Physical Damage Coverage is replaced by the following:

a. Transportation Expenses

We will pay up to \$50 per day/\$1,500 maximum per policy period for temporary transportation 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".

9. PHYSICAL DAMAGE – LOSS OF USE EXPENSES

Paragraph A.4.b. Loss Of Use Expenses of Section III – Physical Damage Coverage is replaced by the following:

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 only 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, subject to a maximum of \$1,500 per policy period.

10. COVERAGE EXTENSIONS – PHYSICAL DAMAGE

The following are added to Paragraph A.4. Coverage Extensions of Section III – Physical Damage Coverage:

c. Rental Reimbursement

We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss" to a covered "auto". We will pay a maximum of \$30 per day for a maximum period of 30 days for each covered auto. The most we will pay for rental reimbursement expenses because of "loss" to any one covered "auto" during the policy term is \$3,000. No deductible applies to this coverage.

d. Personal Effects

If Comprehensive Coverage is provided on this coverage form for a covered "auto" you own and that covered "auto" is stolen, we will pay, without application of a deductible, up to \$1,000 for personal effects stolen with that covered "auto". This coverage is excess over any other collectible insurance. Personal effects do not include tools, jewelry, money or securities.

e. Hired Auto Physical Damage

Physical Damage Coverage is provided for covered "autos" you hire without drivers to the same extent as Physical Damage Coverage for covered "autos" you own, except:

- (1) The most we will pay for "loss" in 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 less the Deductible shown on the Declarations page of the policy. This deductible is applicable to any "loss" except "loss" caused by fire or lightning.
- (2) Subject to Paragraph e.(1), of this endorsement, we will provide coverage equal to the broadest Physical Damage coverage applicable to any covered "auto".

f. Limited Physical Damage Deductible Coverage For Employees Or Volunteer Workers

At your request, we will pay up to \$1,000 as reimbursement of deductible payments made by your "employee" or "volunteer worker" under the Physical Damage Coverage of the "employee's" or "volunteer worker's" policy of automobile insurance but only if:

- (1) The "loss" is to an "auto" owned by the "employee" or "volunteer worker" but not hired or borrowed by you; and
- (2) The "auto" was being used at the time of the "loss" in the course and scope of the "employee's" employment by you or while the "volunteer worker" was performing duties related to the conduct of your business. With regards to this endorsement, travel to and from a normal place of employment is not within the course and scope of employment by you unless such travel is in response to an emergency summons of that "employee" or "volunteer worker".

11. AIRBAG COVERAGE AND FREEZING OF PERMANENTLY ATTACHED EQUIPMENT

The following is added to Paragraph B.3.a. of **Section III – Physical Damage Coverage**:

The exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag. The exclusion relating to freezing does not apply to any "loss" caused by freezing to permanently attached special equipment common to a fire or rescue emergency vehicle, unless the "loss" is caused by your failure to properly maintain such equipment. Such equipment includes, but is not limited to, pumps, gauges, valves, fill lines, drains and tanks. In no event will any "loss" caused by freezing to an automobile engine be covered by this policy.

12. ELECTRONIC EQUIPMENT – BROADENED COVERAGE

Paragraph B.4.c. of **Section III – Physical Damage Coverage** is replaced by the following:

- c. Any electronic equipment that receives or transmits audio, visual or data signals, and that is not designed solely for the reproduction of sound unless permanently installed in the covered "auto" or unless the housing unit for removable equipment is permanently installed in the covered "auto".

13. PHYSICAL DAMAGE – COMPREHENSIVE COVERAGE – DEDUCTIBLE

The following is added to Paragraph D. **Deductible** of **Section III – Physical Damage Coverage**:

Regardless of the number of covered "autos" damaged or stolen, the maximum deductible that will be applied to Comprehensive Coverage for all "loss" from any one cause is \$5,000.

14. KNOWLEDGE AND NOTICE OF ACCIDENT

The following is added to Paragraph A.2. **Duties In The Event Of Accident, Claim, Suit Or Loss** of **Section IV – Business Auto Conditions**:

- d. The failure of any agent, servant, "volunteer worker" or "employee" of the "insured", other than an "employee" authorized by you to give or receive notice of an "accident", claim, "suit" or "loss", to notify us of any "accident" of which he or she has knowledge, shall not invalidate insurance afforded by this policy.

15. EMPLOYEE HIRED AUTOS – PHYSICAL DAMAGE

Paragraph B.5. Other Insurance, subparagraph b. of Section IV – Business Auto Conditions, is replaced by the following:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

(1) Any covered "auto" you lease, hire, rent or borrow; and

(2) Any "auto" hired or rented under a written contract or agreement entered into by an "employee" or elected or appointed official with your permission while being operated within the course and scope of that "employee's" or elected or appointed official's employment by you. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

16. VOLUNTEER WORKER

The following is added to Section V – Definitions:

"Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

17. LOAN/LEASE GAP

The Physical Damage Coverage Section is amended by the addition of the following:

In the event of a total "loss" to a covered "auto" shown in the Schedule or Declarations for which a specific premium charge indicates that Auto Loan/Lease GAP Coverage applies, we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

1. The amount paid under the Physical Damage Coverage Section of the policy; and
2. Any:
 - a. Overdue lease/loan payments at the time of the "loss";
 - b. Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage.
 - c. Security deposits not returned by the lessor;
 - d. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
 - e. Carry-over balances from previous loans or leases.

18. FELLOW EMPLOYEE

The Fellow Employee Exclusion contained in Section II – Liability Coverage does not apply.

All other terms and conditions of the Policy remain unchanged.

Endorsement Number:

Policy Number: NTAUT0002707

Named Insured: WESTCARE FOUNDATION, INC.

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

Endorsement Effective Date:

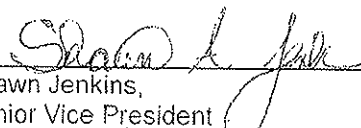
**EXHIBIT E
DISCLOSURE OF CONFLICT OF INTEREST**

Emergency Solutions Grant
PROJECT TITLE

		YES*	NO
1	Are you currently in litigation with the City of Fresno or any of its agents?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2	Do you represent any firm, organization or person who is in litigation with the City of Fresno?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3	Do you currently represent or perform work for any clients who do business with the City of Fresno?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4	Are you or any of your principals, managers or professionals, owners or investors in a business which does business with the City of Fresno, or in a business which is in litigation with the City of Fresno?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5	Are you or any of your principals, managers or professionals, related by blood or marriage to any City of Fresno employee who has any significant role in the subject matter of this service?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6	Do you or any of your subcontractors have, or expect to have, any interest, direct or indirect, in any other contract in connection with this Project?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
* If the answer to any question is yes, please explain in full below.			

Explanation: _____

☐ Additional page(s) attached.


Shawn Jenkins,
Senior Vice President

3/9/15
Date

WestCare California
Attention: Shawn Jenkins, Senior
President
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Fresno, CA 93703
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FAX: (559) 537-7827