

## **SERVICE PROVIDER AGREEMENT**

THIS SERVICE PROVIDER AGREEMENT (“**Agreement**”) is entered into this 7<sup>th</sup> day of December, 2016, by and between CITY OF ALAMEDA, a municipal corporation (the “**City**”), and OPERATION DIGNITY, a California nonprofit corporation, whose address is 3850 San Pablo Avenue, Suite 102, Emeryville, CA 94608, (the “**Provider**”), in reference to the following:

### **RECITALS:**

- A. City is a municipal corporation duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California and the Charter of the City.
- B. The City is in need of the following services: City-wide mobile outreach services, including case management and harm reduction outreach, to homeless individuals and families in the City of Alameda. The Provider was selected on a sole source basis because the organization is familiar with the City of Alameda, due to providing related services in the City and is the only organization with that familiarity with the knowledge and capacity to provide the required services.
- C. Provider is specially trained, experienced and competent to perform the special services which will be required by this Agreement.
- D. City and Provider desire to enter into an agreement for city-wide case management and mobile outreach services, upon the terms and conditions herein.

NOW, THEREFORE, it is mutually agreed by and between the undersigned parties as follows:

### **1. TERM:**

The term of this Agreement shall commence on the 7<sup>th</sup> day of December 2016, and shall terminate on the 8<sup>th</sup> day of November 2017, unless terminated earlier as set forth herein. This Agreement may be mutually extended on a year-by-year basis, for up to four (4) additional years, at the sole discretion of the City Manager, based, at a minimum, upon satisfactory performance of all aspects of this Agreement.

### **2. SERVICES TO BE PERFORMED:**

Provider agrees to do all necessary work at its own cost and expense, to furnish all labor, tools, equipment, materials, except as otherwise specified, and to do all necessary work included in Exhibit A as requested. The Provider acknowledges that the work plan included in Exhibit A is tentative and does not commit the City to request Provider to perform all tasks included therein.

### **3. COMPENSATION TO PROVIDER:**

- a. By the 7<sup>th</sup> day of each month, Provider shall submit to the City an invoice for the total amount of work done the previous month. Pricing and accounting of charges are to be according to the fee schedule as set forth in Exhibit B and incorporated herein by this reference. .

b. The total compensation for the work under this Agreement is not to exceed \$122,243.

**4. TIME IS OF THE ESSENCE:**

Provider and City agree that time is of the essence regarding the performance of this Agreement.

**5. STANDARD OF CARE:**

Provider agrees to perform all services hereunder in a manner commensurate with the prevailing standards of like professionals or service providers, as applicable, in the San Francisco Bay Area and agrees that all services shall be performed by qualified and experienced personnel who are not employed by the City.

**6. INDEPENDENT PARTIES:**

Provider hereby declares that Provider is engaged as an independent business and Provider agrees to perform the services as an independent contractor. The manner and means of conducting the services and tasks are under the control of Provider, except to the extent they are limited by statute, rule or regulation and the express terms of this Agreement. No civil service status or other right of employment will be acquired by virtue of Provider's services. None of the benefits provided by City to its employees, including but not limited to unemployment insurance, workers' compensation plans, vacation and sick leave are available from City to Provider, its employees or agents. Deductions shall not be made for any state or federal taxes, FICA payments, PERS payments, or other purposes normally associated with an employer-employee relationship from any compensation due to Provider. Payments of the above items, if required, are the responsibility of Provider.

**7. IMMIGRATION REFORM AND CONTROL ACT (IRCA):**

Provider assumes any and all responsibility for verifying the identity and employment authorization of all of its employees performing work hereunder, pursuant to all applicable IRCA or other federal, or state rules and regulations. Provider shall indemnify, defend, and hold City harmless from and against any loss, damage, liability, costs or expenses arising from any noncompliance of this provision by Provider.

**8. NON-DISCRIMINATION:**

Consistent with City's policy and state and federal law that harassment and discrimination are unacceptable conduct, Provider agrees that harassment or discrimination directed toward a job applicant, a City employee, or a citizen by Provider or Provider's employee on the basis of race, religious creed, color, national origin, ancestry, handicap, disability, marital status, pregnancy, sex, age, or sexual orientation will not be tolerated. Provider agrees that any and all violations of this provision shall constitute a material breach of this Agreement.

**9. HOLD HARMLESS:**

a. Provider shall indemnify, defend, and hold harmless the City, its City Council, boards, commissions, officials, employees, and volunteers ("**Indemnitees**") from and against any and all loss, damages, liability, claims, suits, costs and expenses whatsoever, including reasonable

attorneys' fees ("**Claims**"), arising from or in any manner connected to Provider's negligent act or omission, whether alleged or actual, regarding performance of services or work conducted or performed pursuant to this Agreement. If Claims are filed against Indemnitees which allege negligence on behalf of the Provider, Provider shall have no right of reimbursement against Indemnitees for the costs of defense even if negligence is not found on the part of Provider. However, Provider shall not be obligated to indemnify Indemnitees from Claims arising from the sole negligence or willful misconduct of Indemnitees.

b. **Indemnification for Claims for Professional Liability Only:** As to Claims for professional liability only, Provider's obligation to defend Indemnitees (as set forth above) is limited to the extent to which its professional liability insurance policy will provide such defense costs.

c. Provider's obligation to indemnify, defend and hold harmless Indemnities shall expressly survive the expiration or early termination of this Agreement.

## **10. INSURANCE:**

a. On or before the commencement of the terms of this Agreement, Provider shall furnish the City's Risk Manager with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of insurance coverage in compliance with subsections 10A, B, C and D. Such certificates, which do not limit Provider's indemnification, shall also contain substantially the following statement:

"Should any of the above insurance covered by this certificate be canceled or coverage reduced before the expiration date thereof, the insurer affording coverage shall provide ten (10) days' advance written notice to the City of Alameda. Attention: Risk Manager."

b. It is agreed that Provider shall maintain in force at all times during the performance of this Agreement all appropriate coverage of insurance required by this Agreement with an insurance company that is acceptable to City and licensed to do insurance business in the State of California. Endorsements naming the City, its City Council, boards, commissions, officials, employees, and volunteers as additional insured shall be submitted with the insurance certificates.

### **A. COVERAGE:**

Provider shall maintain the following insurance coverage:

(1) **Workers' Compensation:**

Statutory coverage as required by the State of California.

(2) **Liability:**

Commercial general liability coverage in the following minimum limits:

Bodily Injury:	\$1,000,000 each occurrence
	\$2,000,000 aggregate - all other

Property Damage:                      \$1,000,000 each occurrence  
   \$2,000,000 aggregate

If submitted, combined single limit policy with aggregate limits in the amounts of \$2,000,000 will be considered equivalent to the required minimum limits shown above.

(3)     Automotive:

Comprehensive automobile liability coverage (any auto) in the following minimum limits:

Bodily injury:                      \$1,000,000 each occurrence  
Property Damage:                \$1,000,000 each occurrence

or

Combined Single Limit:        \$2,000,000 each occurrence

B.     SUBROGATION WAIVER:

Provider agrees that in the event of loss due to any of the perils for which it has agreed to provide comprehensive general and automotive liability insurance, Provider shall look solely to its insurance for recovery. Provider hereby grants to City, on behalf of any insurer providing comprehensive general and automotive liability insurance to either Provider or City with respect to the services of Provider herein, a waiver of any right to subrogation which any such insurer of said Provider may acquire against City by virtue of the payment of any loss under such insurance.

C.     FAILURE TO SECURE:

If Provider at any time during the term hereof should fail to secure or maintain the foregoing insurance, City shall be permitted to obtain such insurance in the Provider's name or as an agent of the Provider and shall be compensated by the Provider for the costs of the insurance premiums at the maximum rate permitted by law and computed from the date written notice is received that the premiums have not been paid.

D.     ADDITIONAL INSURED:

City, its City Council, boards, commissions, officials, employees, and volunteers shall be named as an additional insured under all insurance coverages, except worker's compensation and professional liability insurance. The naming of an additional insured shall not affect any recovery to which such additional insured would be entitled under this policy if not named as such additional insured. An additional insured named herein shall not be held liable for any premium, deductible portion of any loss, or expense of any nature on this policy or any extension thereof. Any other insurance held by an additional insured shall not be required to contribute anything toward any loss or expense covered by the insurance provided by this policy.

E.     SUFFICIENCY OF INSURANCE:

The insurance limits required by City are not represented as being sufficient to protect Provider. Provider is advised to consult Provider's insurance broker to determine adequate coverage for Provider.

**11. CONFLICT OF INTEREST:**

Provider warrants that it is not a conflict of interest for Provider to perform the services required by this Agreement. Provider may be required to fill out a conflict of interest form if the services provided under this Agreement requires Provider to make certain governmental decisions or serve in a staff capacity as defined in Title 2, Division 6, Section 18700 of the California Code of Regulations.

**12. PROHIBITION AGAINST TRANSFERS:**

a. Provider shall not assign, sublease, hypothecate, or transfer this Agreement, or any interest therein, directly or indirectly, by operation of law or otherwise, without prior written consent of the City Manager. Provider shall submit a written request for consent to transfer to the City Manager at least thirty (30) days in advance of the desired transfer. The City Manager may consent or reject such request in his/her sole and absolute discretion. Any attempt to do so without said consent shall be null and void, and any assignee, sublessee, hypothecate or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer. However, claims for money against the City under this Agreement may be assigned by Provider to a bank, trust company or other financial institution without prior written consent.

b. The sale, assignment, transfer or other disposition of any of the issued and outstanding capital stock of Provider, or of the interest of any general partner or joint venturer or syndicate member or cotenant, if Provider is a partnership or joint venture or syndicate or cotenancy, which shall result in changing the control of Provider, shall be construed as an assignment of this Agreement. Control means fifty percent or more of the voting power of the corporation.

**13. APPROVAL OF SUB-PROVIDERS:**

a. Only those persons and/or businesses whose names and resumes are attached to this Agreement shall be used in the performance of this Agreement. However, if after the start of this Agreement, Provider wishes to use sub-providers, at no additional costs to the City, then Provider shall submit a written request for consent to add sub-providers including the names of the sub-providers and the reasons for the request to the City Manager at least five (5) days in advance. The City Manager may consent or reject such requests in his/her sole and absolute discretion.

b. Each sub-provider shall be required to furnish proof of workers' compensation insurance and shall also be required to carry general, automobile and professional liability insurance (as applicable) in reasonable conformity to the insurance carried by the Provider. In addition, any tasks or services performed by sub-providers shall be subject to each provision of this Agreement.

c. The requirements in this Section 13 shall not apply to persons who are merely providing materials, supplies, data or information which the Provider then analyzes and incorporates into its work product.

**14. PERMITS AND LICENSES:**

Provider, at its sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, certificates and licenses, including a City Business License that may be required in connection with the performance of the services and tasks hereunder.

**15. REPORTS:**

a. Each and every report, draft, work product, map, record and other document produced, prepared or caused to be prepared by Provider pursuant to or in connection with this Agreement shall be the exclusive property of City.

b. No report, information or other data given to or prepared or assembled by Provider pursuant to this Agreement shall be made available to any individual or organization by Provider without prior approval of the City Manager or his/her designee.

c. Provider shall, at such time and in such form as City Manager or his/her designee may require, furnish reports concerning the status of services and tasks required under this Agreement.

**16. RECORDS:**

a. Provider shall maintain complete and accurate records with respect to the services, tasks, work, documents and data in sufficient detail to permit an evaluation of the Provider's performance under the Agreement, as well as maintain books and records related to sales, costs, expenses, receipts and other such information required by City that relate to the performance of the services and tasks under this Agreement (collectively the "**Records**").

b. All Records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Provider shall provide free access to the Records to the representatives of City or its designees during regular business hours upon reasonable prior notice. The City has the right to examine and audit the Records, and to make copies or transcripts therefrom as necessary, and to allow inspection of all proceedings and activities related to this Agreement. Such Records, together with supporting documents, shall be kept separate from other documents and records and shall be maintained by Provider for a period of three (3) years after receipt of final payment.

c. If supplemental examination or audit of the Records is necessary due to concerns raised by City's preliminary examination or audit of records, and the City's supplemental examination or audit of the records discloses a failure to adhere to appropriate internal financial controls, or other breach of this Agreement or failure to act in good faith, then Provider shall reimburse the City for all reasonable costs and expenses associated with the supplemental examination or audit.

**17. NOTICES:**

a. All notices shall be in writing and delivered: (i) by hand; or (ii) sent by registered, express, or certified mail, with return receipt requested or with delivery confirmation requested from the U.S. postal service; or (iii) sent by overnight or same day courier service at the party's respective address listed in this Section.

b. Each notice shall be deemed to have been received on the earlier to occur of: (x) actual delivery or the date on which delivery is refused; or (y) three (3) days after notice is deposited in the U.S. mail or with a courier service in the manner described above (Sundays and City holidays excepted).

c. Either party may, at any time, change its notice address (other than to a post office box address) by giving the other party three (3) days prior written notice of the new address.

d. All notices, demands, requests, or approvals from Provider to City shall be addressed to City at:

City of Alameda  
Recreation and Parks Department  
2226 Santa Clara Avenue  
Alameda, CA 94501  
ATTENTION: Recreation and Parks Director  
Ph: (510) 747-7570 / Fax: (510) 523-4071

e. All notices, demands, requests, or approvals from City to Provider shall be addressed to Provider at:

Operation Dignity  
3850 San Pablo Avenue, Suite 102  
Emeryville, CA 94608  
ATTENTION: Executive Director  
Ph: (510) 978-1691 / Fax: (510) 287-8469

## **18. SAFETY:**

a. The Provider will be solely and completely responsible for conditions of all vehicles owned or operated by Provider, including the safety of all persons and property during performance of the services and tasks under this Agreement. This requirement will apply continuously and not be limited to normal working hours. In addition, Provider will comply with all safety provisions in conformance with U.S. Department of Labor Occupational Safety and Health Act, any equivalent state law, and all other applicable federal, state, county and local laws, ordinances, codes, and any regulations that may be detailed in other parts of the Agreement. Where any of these are in conflict, the more stringent requirements will be followed. The Provider's failure to thoroughly familiarize itself with the aforementioned safety provisions will not relieve it from compliance with the obligations and penalties set forth herein.

b. The Provider will immediately notify the City within 24 hours of any incident of death, serious personal injury or substantial property damage that occurs in connection with the performance of this Agreement. The Provider will promptly submit to the City a written report of all incidents that occur in connection with this Agreement. This report must include the following information: (i) name and address of injured or deceased person(s); (ii) name and address of Provider's employee(s) involved in the incident; (iii) name and address of Provider's liability insurance carrier; (iv) a detailed description of the incident; and (v) a police report.

**19. TERMINATION:**

a. In the event Provider fails or refuses to perform any of the provisions hereof at the time and in the manner required hereunder, Provider shall be deemed in default in the performance of this Agreement. If such default is not cured within two (2) business days after receipt by Provider from City of written notice of default, specifying the nature of such default and the steps necessary to cure such default; City may thereafter immediately terminate the Agreement forthwith by giving to the Provider written notice thereof.

b. The foregoing notwithstanding, City shall have the option, at its sole discretion and without cause, of terminating this Agreement by giving seven (7) days' prior written notice to Provider as provided herein.

c. Upon termination of this Agreement either for cause or for convenience, each party shall pay to the other party that portion of compensation specified in this Agreement that is earned and unpaid prior to the effective date of termination. The obligation of the parties under this Section 19.c. shall survive the expiration or early termination of this Agreement.

**20. ATTORNEY'S FEES:**

In the event of the bringing of any action or suit by a party hereto against the other party by reason of any breach of any covenants, conditions, obligation or provision arising out of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all of its costs and expenses of the action or suit, including reasonable attorneys' fees, experts' fees, all court costs and other costs of action incurred by the prevailing party in connection with the prosecution or defense of such action and enforcing or establishing its rights hereunder (whether or not such action is prosecuted to a judgment). For the purposes of this Agreement, reasonable fees of attorneys of the Alameda City Attorney shall be based on the fees regularly charged by private attorneys with the equivalent number of years of experience in the subject matter area of the law for which the Alameda City Attorney's services were rendered who practice in Alameda County in law firms with approximately the same number of attorneys as employed by the Alameda City Attorney's Office.

**21. COMPLIANCE WITH ALL APPLICABLE LAWS:**

During the Term of this Agreement, Provider shall keep fully informed of all existing and future state and federal laws and all municipal ordinances and regulations of the City of Alameda which affect the manner in which the services or tasks are to be performed by the Provider, as well as all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. Provider shall comply with all applicable laws, state and federal and all ordinances, rules and regulations enacted or issued by City.

**22. CONFLICT OF LAW:**

This Agreement shall be interpreted under, and enforced by the laws of the State of California without regard to any choice of law rules which may direct the application of laws of another jurisdiction. The Agreement and obligations of the parties are subject to all valid laws, orders, rules, and regulations of the authorities having jurisdiction over this Agreement (or the



successors of those authorities.) Any suits brought pursuant to this Agreement shall be filed with the courts of the County of Alameda, State of California.

**23. WAIVER:**

A waiver by City of any breach of any term, covenant, or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained herein, whether of the same or a different character.

**24. INTEGRATED CONTRACT:**

The Recitals and Exhibits are a material part of this Agreement and are expressly incorporated herein. This Agreement represents the full and complete understanding of every kind or nature whatsoever between the parties hereto, and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein. No verbal agreement or implied covenant shall be held to vary the provisions hereof. Any modification of this Agreement will be effective only by written execution signed by both City and Provider.

**25. CAPTIONS:**

The captions in this Agreement are for convenience only, are not a part of the Agreement and in no way affect, limit or amplify the terms or provisions of this Agreement.

*Signatures on next page*

IN WITNESS WHEREOF, the parties have caused the Agreement to be executed on the day and year first above written.

OPERATION DIGNITY  
A California Nonprofit Corporation

Judy Hui-Pasquini  
NAME  
TITLE Interim Executive Director

CITY OF ALAMEDA  
A Municipal Corporation

\_\_\_\_\_  
Jill Keimach  
City Manager

Rebecca Xanthopoulos CFO  
NAME  
TITLE

RECOMMENDED FOR APPROVAL

\_\_\_\_\_  
Amy Woolridge  
Recreation and Parks Department

APPROVED AS TO FORM:  
City Attorney

Michael Roush  
Michael Roush  
Assistant City Attorney

## Exhibit A

# Operation Dignity Mobile Outreach Program Scope of Work for the City of Alameda

### A. Services to be Provided

Operation Dignity shall provide mobile outreach services to homeless individuals and families in the City of Alameda. Outreach will be conducted by one team comprised of one Case Manager and two Outreach Workers. The team will engage in field operations 16 hours per week, 4 days per week, in order to meet the needs of clients. Case managers will also engage in additional 4 hours of office-only drop in at specified location(s). A total of 20 hours a week will be dedicated to serving the City of Alameda Homeless Mobile Outreach clients.

**Harm Reduction Outreach** – is defined as an activity that promotes and addresses client and community safety and wellness in the form of food, hygiene, blankets, and like items distribution. In addition, relationship building, intakes, and invitations/coordination for further case management will be part of the Harm Reduction Outreach worker's role and objective. Harm reduction outreach occurs primarily in the field, but will also consist of maintenance of 'drop in hours' for basic supplies and for clients unable to be reached in the field that week. This activity will be tracked by number of duplicated contacts per month (see reporting section).

**Case Management** – is defined as: an activity that guides, supports, and provides options for further services for individuals with focus on housing goals and assistance with navigating the systems for achieving positive housing outcomes including the following elements:

- Assessment
- Referrals
- Navigation
- Advocacy

Active case management clients will be defined as those who have had at least one face-to-face engagement no less than one time during a 90 days period. Case management will take place in the field also called 'street based' and in the central Operation Dignity offices also called 'office based'.

**Street based case management** for those most vulnerable, unable, unwilling, or otherwise not engaged in office based services. Case management will focus on housing goals and assistance with navigating various systems for achieving positive housing outcomes.

**Office based case management** will focus on housing goals and assistance with navigating the systems for achieving positive housing outcomes from the central Operation Dignity offices.

**Postings** – is defined as: an activity that is initiated by and driven by the City of Alameda or its designated agencies for posting sites for future abatement. In addition, relationship building, intakes, and invitations/coordination for further case management will be part of the outreach team roles and objectives.

## **B. Services Detail**

### **HARM REDUCTION – Field Operations**

- Staff consists of 2 Outreach Workers and 1 Case Manager.
- Outreach teams will operate for 4 hour shifts; on agreed upon days or as otherwise requested by the City of Alameda.
- Outreach shifts will be in the field between the hours of 9am- 5:30pm.
- The team will utilize 1 large outreach vehicles and visit encampments and homeless individuals.

### **Outreach Workers and Case Managers during Harm Reduction Field Operations will:**

#### *Outreach and Engagement and Partnership Development:*

- Respond to client's priority felt needs or emergency situations – food, health, income, transportation, etc.
- Utilize harm reduction and motivation interviewing skills to build trust and engage clients around priority felt and basic needs or emergency situations – food, health, income, transportation, etc.
- Provide cleaning materials (gloves, garbage bags, etc.) to encourage and support light clean up around sites to maintain health and welfare of encampments and the surrounding community.
- Link clients with interim or bridge housing resources as desired and available.
- Develop rapport and build an ongoing relationship with clients via regular and consistent contact.
- Establish communication links with and for clients – phone/cell phone, mailing address, e-mail, meeting locations, social support contacts.
- Help clients link with *clinical care management* and other service resources as needed and desired.
- Provide psychological/emotional preparation and support for clients around obtaining housing - realistic expectations of wait times, realistic expectations of housing options within budget, benefits and challenges of living with others, remaining hopeful, addressing fears/ambivalence of being housed, addressing unhealthy coping skills/street behavior that could disrupt housing, tenant obligations, conflict resolution preparation.

#### *Linkages*

- Help clients link with housing resource centers, housing navigation services, and interim or bridge housing resources as desired and available; help individuals move from unsheltered to sheltered situations.
- Help link clients with public benefits including income supports and health insurance.

- Help link clients with appropriate health care services – primary care, behavioral health, dental, etc. – based on their expressed needs and priorities.
- Help link clients with appropriate legal resources – homeless caring court, record expungement services, probation housing resources
- Provide transportation assistance in the form of bus tickets or via cab or companion public transportation, to assist clients in making linkages to benefits and services.
- Accompany clients to appointments for benefits and services as needed.

## **CASE MANAGEMENT – STREET AND OFFICE BASED**

- Provide primarily field-based rather than office-based work for clients that may move among various programs and locations.
- Case Manager will engage clients in services focused on housing goals and support for achieving positive housing outcomes.
- Case manager will assess client needs, make relevant referrals, provide support in navigating various systems, connect them with various resources/providers, and advocate for client needs.
- One face-to-face engagement/interaction no less than one time during a 90 days period will constitute an active client.
- 50% of case management will be in Street Based.
  - Street based case management will take place almost exclusively in the field and may occur whenever case managers are in the field. Street based case management will include all components of harm reduction outreach as described above and additional services described below.
- 50% of case management will be Office Based.
  - Office based case management will focus on housing goals and assistance with navigating the systems for achieving positive housing outcomes from the central Operation Dignity offices on a drop in or appointment basis. Office based case management will include all components of outreach as described above and additional described below.

### *Core Housing Preparation Work*

- Assess and begin to address client housing histories and barriers – positive references, credit history, rental history and prior evictions, criminal history, registered sex offender status, outstanding debts, outstanding warrants. Use housing history to inform preparation work, complete early to avoid surprises.
- Get to know members or potential members of the client's household including pets and companion animals.
- Assess for potential to reconnect with family/friends for housing.
- Assess eligibility for permanent housing resources – deposit/move-in financial assistance, rapid re-housing, affordable housing, and permanent supportive housing.
- Assess the client's financial and resource situation and potential budget for housing – help with income and benefits acquisition, develop plan to help fund move-in costs.
- Help clients create tenant resumes – gather appropriate documentation including I.D.,

SS Cards, proof of citizenship, child custody, and other key information to use on housing applications.

- Help identify and refer Home Stretch eligible clients to the Home Stretch registry.

#### **POSTINGS/CLEAN UP**

- Outreach team will provide for postings as designated by the City of Alameda.
- Provide cleaning materials (bags, instructions, encouragement) for residents to maintain clean sites, dispose of garbage.
- Engages residents in harm reduction outreach, provides harm reduction outreach items as available, and provides case management as needed.
- Records information about individuals at encampment sites in HMIS.

#### **C. Initiative to Measure Success and Report Outcomes**

- As a provider of services or housing to homeless and at-risk households in Alameda, Operation Dignity shall participate in the system-wide Initiative to Measure Success and Report Outcomes. The outcomes and efficiency measures for the program-type or types covered by this contract are included under paragraphs D and E above.
- Operation Dignity shall collect required information on clients and services provided and enter data into the Alameda County InHOUSE HMIS system or, if exempted from participation, a comparable database. Operation Dignity will be provided the necessary licenses, training and technical assistance to utilize InHOUSE.
- Operation Dignity shall use provided boilerplate reports from the InHOUSE system to track and report on outcomes adopted for the Initiative. These boilerplate reports will be modified from time to time as outcomes expectations or reporting requirements are adjusted.
- Operation Dignity shall be provided periodic system-level reports that show progress on all required benchmarks and measures.
- Operation Dignity shall participate in community and collaboration processes, which may include, but not be limited to:
  - Homestretch/Coordinated Entry Processes
  - Collaborative meetings with the City of Alameda and any other community partners as requested by city staff.

**Exhibit B****Operation Dignity Mobile Outreach Program  
Budget**

<b>BUDGET CATEGORY</b>	<b>Amount</b>
<b>STAFF SALARIES</b>	
Executive Director	520
Supervisor	3,172
Case Manager	20,800
Bookkeeper	4,524
Mobili Outreach Staff	17,680
Mobili Outreach Staff	17,680
	64,376
Fringe Benefits (27%)	17,188
<b>Total Staff Salaries</b>	<b>81,564</b>
<b>OPERATION</b>	
Vehicle	5,000
Gasoline	3,000
Insurance	1,850
Team Supplies	1,500
Office expense	3,000
Telephone/Cell	700
Accounting	4,000
Payroll Fees	350
Food	3,000
Client Supplies	1,865
Client Transportation	1,200
Motel Vouchers	1,000
<b>Total Maintenance and Operations</b>	<b>26,465</b>
<b>INDIRECT EXPENSE</b>	
Indirect Expense	14,213
<b>Total Indirect expense</b>	<b>14,213</b>
<b>YEARLY TOTAL</b>	<b>122,242</b>



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
11/3/2016

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**  
Clinton Polley Insurance Group, Inc.  
12150 Tributary Point Dr #200  
Gold River CA 95670

**CONTACT**  
NAME: Clinton Polley Insurance Group, Inc.  
PHONE (A/C, No, Ext): 916-984-3000 FAX (A/C, No): 916-984-3100  
E-MAIL: certificates@clintonpolley.com  
ADDRESS:

**INSURED**  
Operation Dignity Inc.  
160 Franklin Street, Suite 103  
Oakland CA 94607

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Cypress Insurance Company	
INSURER B:	PHILADELPHIA INS CO	23850
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

## COVERAGES

CERTIFICATE NUMBER: 1631556095

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	ADOLISUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	Y	PHPK1571876	10/25/2016	10/25/2017	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COM/PROP AGG \$3,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		PHPK1571876	10/25/2016	10/25/2017	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000		PHUB562096	10/25/2016	10/25/2017	EACH OCCURRENCE \$2,000,000 AGGREGATE \$ \$
A	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 type="checkbox"/> N/A	OPWC601499	12/28/2015	12/28/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E L EACH ACCIDENT \$1,000,000 E L DISEASE - EA EMPLOYEE \$1,000,000 E L DISEASE - POLICY LIMIT \$1,000,000

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

The City of Alameda, its City Council, boards and commissions, officers, employees & volunteers are additional insured for work done on their behalf by the named insured. Coverage is offered on a primary, non-contributory basis. A waiver of subrogation is granted to the aforementioned. Applicable endorsements attached.

Risk Management

CERTIFICATE HOLDER  
Lucretia Akil, City Risk Manager

CANCELLATION

City of Alameda  
Public Works Department  
Alameda Point, Building 1  
950 West Mall Square, Room 110  
Alameda CA 94501-7558

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

AUTHORIZED REPRESENTATIVE



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**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.

**CITY OF ALAMEDA**  
Risk Management

Date 11-10-16  
  
Lucretia Akli, City Risk Manager

**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:
- Medical expenses under Coverage C;
  - Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard, and
  - 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:
- Events involving aircraft
  - Events involving automobile or motorcycle races or rallies
  - Events involving fireworks
  - Events involving firearms
  - Events involving live animals, excluding domestic pets
  - Carnivals and fairs with mechanical rides
  - Any event lasting more than three (3) days (including otherwise acceptable events)
  - 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:
- Less than 65 feet long, and
  - 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: NCPKG0339600

Named Insured: OPERATION DIGNITY, INC.

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

Endorsement Effective Date: 10-25-14



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – SCHEDULED PERSON OR  
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
CITY OF ALAMEDA PUBLIC WORKS DEPARTMENT ALAMEDA POINT, BUILDING 1 950 WEST MALL SQUARE, ROOM 110 ALAMEDA, CA. 94501-7558	THE CITY OF ALAMEDA, ITS CITY COUNCIL, BOARDS & COMMISSIONS, OFFICERS, EMPLOYEES & VOLUNTEERS ARE ADDL INSURED FOR WORK DONE ON THEIR BEHALF BY THE NAMED INSURED.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

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 location 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 for a principal as a part of the same project.



**C. With respect to the insurance afforded to these additional Insureds, the following is added to Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of Insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
GARAGE COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM  
TRUCKERS COVERAGE FORM

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

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective:	Countersigned By:   (Authorized Representative)
Named Insured:	

### SCHEDULE

**Name of Person(s) or Organization(s):**

CITY OF ALAMEDA  
PUBLIC WORKS DEPARTMENT  
ALAMEDA POINT, BUILDING 1  
950 WEST MALL SQUARE, ROOM 110  
ALAMEDA, CA. 94501-7558

"THE CITY OF ALAMEDA, ITS CITY COUNCIL, BOARDS & COMMISSIONS, OFFICERS, EMPLOYEES & VOLUNTEERS ARE ADDITIONAL INSURED FOR WORK DONE ON THEIR BEHALF BY THE NAMED INSURED."

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

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Section II of the Coverage Form.