# **PUBLIC NOTICE**

Bloss Memorial Healthcare District, A Public Entity • 3605 Hospital Road, • Atwater, California 95301 • (209) 381-2000 x 7002• fax: (209) 722-9020

Date:

June 19, 2019

Phone:

(209) 724-4102

Fax:

(209) 722-9020

Bloss Memorial Healthcare District will hold a Planning Session on Monday, June 24, 2019 at 10:00 am in the Board Room at 3605 Hospital Road, Atwater, CA 95301.

Bloss Memorial Healthcare District will hold their Finance Committee meeting on Monday, June 24, 2019 at 1:00 pm in the Board Room at 3605 Hospital Road, Atwater, CA 95301.

Bloss Memorial Healthcare District will hold their Board of Directors meeting on Monday, June 24, 2019 at 1:30 pm in the Board Room at 3605 Hospital Road, Atwater, Ca 95301.

I, Fily Cale, posted a copy of the agenda of the Board of Directors of Bloss Memorial Healthcare District, said time being at least 24 hours in advance of the meeting of the Board of Directors.

# BLOSS MEMORIAL HEALTHCARE DISTRICT, A Public Entity (BMHD) BOARD OF DIRECTORS MEETING

# **BOARD ROOM**

Monday, June 24, 2019 1:30 pm

# **AGENDA FOR PUBLIC SESSION**

I.	CALL TO ORDER		
II.	ROLL CALL	<u>ACTION</u>	<u>EXHIBIT</u>
III.	APPROVAL OF AGENDA	*	
IV.	PUBLIC COMMENTS  Comments can be made concerning any matter within the if the matter is not on the agenda, there will be no Board Anyone wishing to address the Board on any issue, pleas microphone.	discussion of	the issue.
V.	APPROVAL OF MINUTES  A. May 30, 2019 Board of Directors Meeting	*	1
VI.	FINANCIAL REPORT  A. May 30, 2019 (March) Finance Committee Minutes  B. Chief Financial Officer Report  C. May Payroll, Electronic Payments & Check Register	*	2 3 4
VII.	CHIEF EXECUTIVE OFFICER REPORT		
VIII.	OLD BUSINESS / REPORTS  A. Castle Family Health Centers, Inc Report  B. Bloss Board Member Report  C. Roof Update		5
IX.	NEW BUSINESS  A. Quotes for Renewal of Commercial Property Insurance B. Ratification of Dental Surgery Centers of America Note C. Approval of FY 2020 Budget D. Quotes for Re-pavement of Bloss Site (1251 Grove Aver Parking Lot	* * * nue) *	6 7 8 9
X.	AGENDA FOR CLOSED SESSION Closed Session Items Pursuant the Brown Act will be: Section 54954.5(h) Report Involving Trade Secrets – Regard Estimated date of public disclosure will be in 2019. Section 54954.5 (c); 54956.9 Conference with Legal Counse Litigation.		

Section 1461 of the Health and Safety Code – Quality Management. Section 54957 Personnel Actions.

#### XI. NEXT MEETING DATE

#### XII. ADJOURNMENT

Assistance for those with disabilities: If you have a disability and need accommodation to participate in the meeting, please call Fily Cale at (209) 724-4102 or (209) 381-2000 extension 7000 for assistance so that any necessary arrangements may be made.

Any written materials relating to an agenda item to be discussed in open session of a regular meeting that is distributed within the 24 hours prior to the meeting is available for public inspection at the time the record is distributed to all, or a majority of all, members of the Board. These documents are available from the Executive Assistant in administration at 3605 Hospital Road, Suite F, Atwater, California 95301.

# BLOSS MEMORIAL HEALTHCARE DISTRICT (BMHD) BOARD OF DIRECTORS MEETING BOARD ROOM

Thursday, May 30, 2019 2:00 pm

### **CALL TO ORDER**

Kory Billings, Board Chair, called the meeting to order at 2:00 pm.

#### **ROLL CALL**

Board Members Present: Zone 1

Zone 1 Vacant; Kory Billings, Chair, Zone 2; Al Peterson, Secretary /

Treasurer, Zone 4 and Bob Boesch, Board Member, Zone 5

Others Present:

Edward Lujano, CEO; Fily Cale, Executive Assistant; Dawnita Castle,

CFO; Ralph Temple, Jr., Legal Counsel; Michael Muhareb, LPL

Financial; Vince Mastro, LPL Financial; David Thompson, DSCA and

Peter Mojarras, CFHC COO @ 2:10 pm

Absent:

Glenn Arnold, Vice Chair, Zone 3

#### APPROVAL OF AGENDA

Kory Billings requested to move IX NEW BUSINSS, A. Annual LPL Financial Report immediately after PUBLIC COMMENTS.

A motion was made / seconded, (Alfonse Peterson / Bob Boesch) to accept the April 235, 2019 agenda with changes. Motion carried.

#### **PUBLIC COMMENTS**

None.

NEW BUSINESS A. Annual LPL Financial Report.

Michael Muhareb, CFP thanked the Board for having him and Vince Mastro, CLU attend the meeting.

An overview of the investment accounts was provided and reviewed.

### APPROVAL OF MINUTES

## A. April 25 Board of Directors Meeting, Exhibit 1

A motion was made / seconded, (Alfonse Peterson / Bob Boesch) to accept and approve the April 25, 2019 Board of Directors Meeting minutes as presented, Exhibit 1. Motion carried.

## FINANCIAL REPORT

# A. April 25, 2019 Finance Committee Meeting Minutes, Exhibit 2

A motion was made / seconded, (Alfonse Peterson / Bob Boesch) to accept and approve the April 25, 2019 Finance Committee Meeting minutes as presented. Exhibit 2. Motion carried.

## B. Chief Financial Officer Report, Exhibit 3

Dawnita Castle, CFO, reported for April 2019, BMHD had a net gain before depreciation of \$632,795 and a net gain after depreciation of \$575,765. This profit is due to the Bloss Trust that was received in the amount of \$549,685.

She spoke to Attorney Eric Tetrault regarding the Bloss Trust with Wells Fargo Bank. He laid out a timeline for Wells Fargo. Wells Fargo is going to go back and review the Bloss Trust. Ralph Temple, Legal Counsel, commented that the issue is whether BMHD is a 501(c) (3) and Wells Fargo Bank felt that BMHD no longer qualified and this is what appears on the IRS registry. There is a whole other section of public entities and even if BMHD was not part of a 501(c) (3), he is still saying that BMHD is still non-profit pursuant to another IRS Code Section. Ralph Temple, Legal Counsel has asked Attorney Eric Tetrault to consider at least going back to the IRS and see if BMHD could get a letter.

Sierra Kings recorded \$24,453 in expenses and Operating Cash Balance was at \$1,228,596. Days of Cash on Hand decreased to 297 days, due to the \$1M contributed to the investment. This also excludes \$491,475 payable to DSCA.

\$129,000 was paid toward the roof, which is on the cash disbursement and there is a final payment that is left on the roof, which will be paid after the final inspection.

# C. April 2019 Payroll, Electronic Payments and Check Register, Exhibit 4

A motion was made / seconded, (Alfonse Peterson / Bob Boesch) to approve and accept the April 2019 Payroll in the amount \$10,077.78 and Accounts Payable in the amount of \$1,722,834.48 for a total Disbursement of \$1,732,912.26, Exhibit 4. Motion carried.

## **CHIEF EXECUTIVE OFFICER REPORT**

Edward Lujano, CEO, reported that he had attended the California Special Districts Association on May 4, 2019. This was informational with discussion on the possibility of forming a Merced Special Districts Chapter. Other Districts in the county were also in attendance. LAFCO was also in attendance promoting their services.

Alliant, current carrier of the property insurance has decided not to renew our policy after this year. They are concerned about the loss from the roof, although there was no expense and we're getting reimbursed. The age of the facilities was also brought up. BMDH is currently out to bid for property insurance. This item will be put on the agenda for the June 24, 2019 board meeting.

Edward Lujano distributed a print out of the roof of the Castle facility. The air handlers on the roof are highlighted. He has asked Rick Ramirez to look at the cost, on a gradual basis, of replacing the handlers with air conditioning units. The cooling tower sends air everywhere, and it is not controlled as some areas of the facility are hot and others are freezing. It is not cost effective to continue running it the way it is.

The generator was installed at the Parlier site the first week of May and the MedVac system has been ordered and will be installed by the middle of June.

The board will meet on Monday, June 24, 2019 for a Strategic meeting followed by the Board meeting.

#### OLD BUSINESS / REPORTS

# A. Castle Family Health Centers, Inc Report, Exhibit 5

Peter Mojarras reported that a dentist was recruited from Fremont and another will be relocating to Atwater. Some providers will be shifted around for better coverage and support needed for Midlevels.

CFHC has been building and strengthening with Dignity Health. It's become a competitive market with hospitals. Fresno Community Medical Regional Centers are interested in having a presence in this market and Valley Children's Hospital will also be meeting with CFHC tomorrow. This would allow CFHC to establish relationships with specialists. Rather than sending people off to Stanford and UCSF they can be sent to Fresno, which is closer. Some of these specialist may also be able to come to CFHC once a month.

CFHC is also moving forward with establishing relationships with 3 school districts. There has been a big push to establish school based clinics on the campus grounds, it's for access and establishes care for students and the school community.

The mobile unit is still going out to the community. It offers services to the homeless in Turlock, which will continue through October 2019 and UCSF physicians are working on this.

Reminder, flu season will be here soon; CFHC is working with incidents of measles. The next provider meeting will have guest speaker from the county.

# B. Bloss Board Member Report

Kory Billings reported that Glenn Arnold has passed away and there is a vacant position created by the passing. The position for Zone 3 is vacant and we'll move forward with the legal requirements to report that to the County. The two vacant positions will be discussed at the board retreat.

With no objection Mr. Arnold was sitting on the Finance Committee, and Kory Billings was the alternate backup and he will step in for the Finance committee.

### C. Roof Update

Edward Lujano reported that the roof is 90% completed at the Castle site.

Also, 90% of the damage repairs have been completed.

#### **NEW BUSINESS**

### A. Annual LPL Financial Report

Moved under Public Comments.

# B. Approval of Amended Administrative Services Agreement for Dental Surgery Centers of America (DSCA), Exhibit 6

Kory Billings presented the amended administrative serviced agreement for DSCA.

The change made was on page 6, Section 9. Personnel, it stated that, *Bloss shall, at all times, be the sole employer and supervisor of the Professionals*. This was amended to say *Bloss shall, at all times, be the Management Company*.

A motion was made/seconded, (Alfonse Peterson / Bob Boesch) to approve and accept the verbiage change to state *Bloss shall, at all times, be the Management Company* on the Amended Administrative Services Agreement for Dental Surgery Centers of America. And for Edward Lujano, CEO, to execute the Amended Administrative Services Agreement for Dental Surgery Centers of America on behalf of the Board of Directors, Exhibit 6. Motion carried.

# C. Request for Loan from Dental Surgery Centers of America, Exhibit 7

Edward Lujano presented a request from DSCA asking if BMHD would be interested in earing 6.5% over 36 months for an \$80,000 loan in relation to purchasing equipment for the Parlier facility.

David Thompson reported that this would be for the dental component, not for the medical equipment. The list consists of hand pieces, digital sensors, x-ray units, etc. The vendors typically have a finance package available and it is the same offer as Patterson has basically back to BMHD in terms of financing equipment. It is short term and fully amortized with interest and principal payments.

Ralph Temple, Legal Counsel, asked if the loan is for a certain amount of dollars, at a certain percentage amortized over three years. David Thompson confirmed that it is.

Ralph Temple, Legal Counsel, stated that BMHD already has a note with DSCA for a substantial amount of money. He is recommending that the note be secured with equipment along with Uniform Commercial Code (UCC) Filings as its personal property that is securing the obligation.

Dawnita Castle, CFO, commented that BMHD can do the loan and as far as the payments on the interest that we have now, David Thompson has been paying ahead of time. He is 2 months in advance.

David Thomson stated that he and BMHD have had a long relationship of doing business together. He also has a \$2M dollar life insurance policy payable to the corporation, should anything happen to him the company would have the money to pay off the debt.

David Thompson will have the appropriate paperwork drawn up for the loan and UCC Filings.

A motion was made / seconded, (Alfonse Peterson / Bob Boesch) asking that the borrower provide a note with the terms and conditions of \$80,000 at 6.5% for 3 years and legal filing fees to be taken care of within the paperwork, Exhibit 7. Motion carried.

## D. CFHC Request for 2000 & 2006 Trucks as Trade In, Exhibit 8

Edward Lujano reported that the equipment that was given to CFHC in 2010 when they separated from BMDH included 2 trucks that were part of the inventory. A 2000 Ford Ranger and a 2006 Chevy Silverado. The Chevy no longer works and the 2000 has over 200,000 miles on it. CFHC has been paying for the maintenance and upkeep of these two trucks, with no cost to BMHD outside of time maintenance goes back and forth.

The request is to dispose of these 2 trucks as they belong to BMHD. The truck is used predominately for BMHD activities through the maintenance department to transport between the facilities. The ownership of a new truck should be BMHD and for the use of CFHC for those activities.

CFHC will be purchasing a utility van for business and transporting between the centers.

It was recommended that CFHC purchase a used pickup truck and allow BMHD to use it for BMHD activities.

Should CFHC purchase a new vehicle that BMHD would be allowed to use it and BMHD would agree to share in the expenses for that vehicle.

A motion was made / seconded, (Bob Boesch / Alfonse Peterson) to donate the 2000 Ford Ranger and the 2006 Chery Silverado to CFHC, and authorize staff to execute whatever documents are necessary to accomplish that. This donation is based on the fact that there will be an understanding that BMHD will share in the upkeep or cost for the new vehicle to be purchased by CFHC, Exhibit 8. Motion carried.

#### AGENDA FOR CLOSED SESSION

Section 54954.5(c); 54956.9 Conference with Legal Counsel for Initiation of Litigation - A brief update about litigation of Lemas vs CDSC.

#### **NEXT MEETING DATE**

The next Board of Directors Meeting will be held on Monday, June 24, 2019 at 1:30 p.m. in the Board Room.

<u>ADJOURNMENT</u>	
As there was no further business, the meeting adjour	rned into Closed Session at 3:25 pm.
The meeting reconvened into public session at 3:33	pm. No action taken.
Respectfully Submitted,	
Fily Cale Executive Assistant	Alfonse Peterson Board Secretary

The Finance Committee will also meet on Monday, June 24, 2019 at 1:00 p.m. in the Board Room.

# BLOSS MEMORIAL HEALTHCARE DISTRICT, A Public Entity (BMHD) FINANCE COMMITTEE MEETING

**BOARD ROOM** 

Thursday, May 30, 2019 1:30 p.m.

Committee:

Edward Lujano, CEO; Dawnita Castle, Chief Financial Officer;

Fily Cale, Executive Assistant; Alfonse Peterson, Committee Chair

and Kory Billings, Board Chair

Others Present:

None

Absent:

Glenn Arnold, Committee Member

## **CALL TO ORDER**

Alfonse Peterson, Committee Chair, called the meeting to order at 1:30 p.m. in the Board Room.

## APPROVAL OF AGENDA

A motion was made/seconded, (Edward Lujano / Kory Billings) to approve the May 30, 2019 agenda as presented. Motion carried.

# PUBLIC COMMENTS

None.

# APPROVAL OF FINANCE COMMITTEE MINUTES

A. April 25, 2019 Finance Committee Minutes, Exhibit 1

A motion was made / seconded, (Kory Billings / Edward Lujano) to approve and accept the April 25, 2019 Finance Committee Minutes as presented, Exhibit 1. Motion carried.

# REVIEW OF DISTRICT FINANCIAL STATEMENTS, EXHIBIT 2

Dawnita Castle, CFO, report that BMHD had a net gain before depreciation of \$632,795 for April 2019 and a net gain after depreciation of \$575,765. Recorded in Non-Operating Revenue is the Bloss Trust in the amount of \$549,685.

The operating cash balance was \$1,228,596 and the Days on Hand decreased to 29 days. This was due to the \$1M investment with LPL, it is not reflected on this stateemtn as it was issued at the end of April. However, it did increase GL. Cash on Hand also excluded an amount on the Balance Sheet of \$491,475 that was payable to DSCA.

A motion was made / seconded, (Kory Billings / Edward Lujano) to approve and accept the Review of District Financial Statements, Exhibit 2 as presented. Motion carried.

## SKDSC FINANCIAL REPORT, EXHIBIT 3

Dawnita Castle reported that SKDSC had expenses in the amount of \$24,453 for April 2019.

Other purchase had Tri-Signal Integration, Inc for \$1,360 for the fire alarm install, programming and testing.

A motion was made / seconded, (Kory Billings / Edward Lujano) to approve and accept the SKDSC Financial Report, Exhibit 3 as presented. Motion carried.

#### WARRANTS AND PAYROLL

#### A. April 2018 Payroll, Electronic Payments & Check Register, Exhibit 4

Dawnita Castle, CFO, pointed out that a check in the amount of \$500,000 was made out to Bloss Memorial Healthcare District. This was for the \$500,000 that was invested in BBVA Compass. Cooling Roofing Systems was also paid\$129,000 and two LPL Financial Investment accounts totaling \$500,000.

A motion was made/seconded, (Kory Billings / Edward Lujano) to approve and accept the April 2019 Total Payroll in the amount \$10,077.78 and Total Accounts Payable in the amount of \$1,722,834.48 for a total Grand Total Disbursement of \$1,732,912.26, Exhibit 4. Motion carried.

#### DISCUSSION

A Strategic Planning meeting will be held on Monday, June 24, 2019.

Edward Lujano commented that there are 2 trucks that BMHD had, of which one is no longer working. The truck is used by CFHC maintenance to transport items between facilities. Would CFHC put in a request to BMHDD to purchase another truck for the BMHD activities as they handle the maintenance of the two facilities? Or would BMHD consider purchasing a truck, although CFHC will have the driver. CFHC has been paying for all vehicle maintenance, gas, licenses and tags.

It was recommended that CFHC put in a request for the purchase of a vehicle and BMHD will give a grant for the purchase of the vehicles, with a stipulation that it has to have a BMJD logo on it along with a CFHC logo.

# **AGENDA FOR CLOSED SESSION**

There was no Closed Session item(s) for discussion.

NEXT MEETING DATE/ADJOURNM	<u>MENT</u>
The next Finance Committee meeting wil	l be held on Monday, June 24, 2019 at 1:30 pm.
As there was no further business, the mee	eting adjourned at 1:45 p.m.
Respectfully Submitted,	
Fily Cale Executive Assistant	Alfonse Peterson Committee Chair

# CHIEF FINANCIAL OFFICER REPORT

Bloss Memorial HealthCare District Operations Summary Report Eleven Months Ending May 31, 2019 BMHD had a total net gain before depreciation of \$31,928 for the month compared to a net gain of \$64,998 last year. Expenses include \$23,853 of SKDSC costs.

The May 31, Operating Cash Balance was \$1,960,666 and Days Cash On Hand was 450 Days\*. In April the DCH was 297 Days. \* Days Cash on Hand (DCH) = Operating Cash / Average Daily Expense (excluding depreciation). DCH indicates Bloss's ability to cover operating expenses. The Benchmark for Health Centers is a minimum of 90 Days.

A summary comparison of operations for the month and the prior year is as follows:

	May-19	May-18	VARIANCE *	%	Y-T-D May-19	Y-T-D May-18	Y-T-D VARIANCE *	۲-۲-D %
Net Patient Revenue	0	290,324	(290,324)	-100.00%	(44,688)	2,949,297	(2,993,985)	-101.52%
Other Operating Revenue	30,300	119,381	(89,081)	-74.62%	54,210	158,334	(104,124)	-65.76%
Total Net Operating Revenue	30,300	409,705	(379,405)	-92.60%	9,522	3,107,631	(3,098,109)	%69'66-
Operating Expenses Excluding Depreciation	135,142	432,599	297,457	68.76%	1,516,331	3,771,955	2,255,624	%08'69
Net Operating Income (Loss) Before Depreciation	(104,842)	(22,894)	(81,948)	-357.95%	(1,506,809)	(664,324)	(842,485)	-126,82%
Net Non Operating-Gains/Losses Gain/Loss on Investments	(19,590)	3,235	(22,825)	-705.56%	(7,323)	15,828	(23,151)	-146.27%
CDSC Gain/Losses	0	(63,401)	(63,401)	100.00%	0	(33,533)	33,533	100.00%
All Other Non-Operating Gains/Losses	156,360	148,058	(8,302)	-5.61%	2,291,840	1,706,220	585,620	34.32%
Total Net Non-Operating Income: Losses/Gains	136,770	87,892	(48,878)	-55.61%	2,284,517	1,688,515	596,002	35.30%
Total Net Income (Loss) Before Depreciation	31,928	64,998	(33,070)	-50.88%	777,708	1,024,191	(246,483)	-24.07%
Depreciation Expense	27,098	58,310	(1,212)	-2.08%	601,714	650,119	(48,405)	-7.45%
Net Income (Loss) After Depreciation	(25,170)	989'9	(31,858)	-476.35%	175,994	374,072	(198,078)	-52.95%

Bloss Memorial HealthCare District Operations Summary Report Eleven Months Ending May 31, 2019

BMHD FULL TIME EQUIVALENTS SUMMARY: (See FTE report included in Financial Reports for detail)	May-19	May-18	VARIANCE	%	Y-T-D May-19	Y-T-D May-18	Y-T-D VARIANCE *	۲-۲-۷ %
EMPLOYEE FTE'S	0.30	16.54	16.24	98.19%	0,36	13.47	13.11	97.33%
CONTRACT FTE'S	3.76	4.14	0.38	9.18%	3,77	4.44	29.0	15.09%
TOTAL FTE'S	4.06	20.68	16.62	80.37%	4.13	17.91	13.78	76.94%

<sup>\*</sup> Note: unfavorable variances above are indicated by parenthesis ().

Full Time Equivalent - Employees for the month are 98.19% less than the prior year with 16.24 less FTE'S

rimarily of the following:		Reason	13.16 Less Department	(0.06) Various departments less than 1 fle variance.	
are comprised p YTD	Increase	(DECREASE)	13.16	(0.06)	
The major (>1 fte) Total Employee FTE increases for the month are comprised primarily of the following:  Cur. Mo.  YTD	Increase	(DECREASE)	16.24	ents < 1 fte var	
The major (>1 fte)		Department	ccDsc	All other departments < 1 fte var	

13.10 Brackets () indicate a decrease (favorable) variance

16.24

# MAY PAYROLL ELECTRONIC PAYMENTS & CHECK REGISTER

Bloss Memorial Healthcare District
Payroll, Accounts Payable and Funds Disbursements - Summary
Month of May-19

Payroll <b>Total Pa</b> y	yroll			\$36,362.96 <b>\$36,362.96</b>
Accounts	Payable:			
	A/P Checks	Bloss	<u>\$214,651.11</u>	\$214,651.11
er la	Electronic Payme	ents to Payroll for Hosting Fee ents to DSCA and Electronic Transfers	\$94.10 \$0.00 \$491,475.67 \$491,569.77	\$491,569.77
	Electronic Payme	ents - ACH	\$0.00	\$0.00
Total Ac	counts Payable			\$706,220.88
Grand To	otal Disbursement	s		\$742,583.84

BLOSS	Payroll Disbu	rsements for	May-19
	Payroll dated		
Earnings	05/05/19	05/20/19	Total
Regular			: <b>-</b>
Overtime			-
Vacation			: <u>-</u>
Sick			
Holiday			
Salary	4,541.67	4,541.67	9,083.34
Double Time			3 <b>≠</b> 1
Call In			@:
On Call			•
Other			S#:
			36
Total	4,541.67	4,541.67	9,083.34
Deductions			
FICA (+)	347.43	347.43	694.86
Insurance (-)	-	2	-
Emp Deduction(-)/Reimb(+)	<u> </u>	26,397.18	26,397.18
Christmas Fund (-)		-	· •
Process Fee (+)	93.79	93.79	187.58
			-
Total	441.22	26,838.40	27,279.62
			. ₹
			\ <del>-</del>
Net Payroll	\$ 4,982.89	\$ 31,380.07	36,362.96

RUN DATE: 06/03/19 RUN TIME: 1527

RUN USER: COOKS

Castle Family Health Centers AP \*\*LIVE\*\*
CHECK REGISTER BY DATE

CHECK REGISTER DI DAT

C FROM 05/01/19 TO 05/31/19

-AMOUNT-ISSUED/ VOIDED/ VENDOR NUM VENDOR NAME DATE CHECK NUM STATUS STATUS DATE CLEARED UNCLAIMED 05/03/19 038363 B0016 GUARDCO SECURITY SERVICES ISSUED 05/03/19 12244.68 577.90 05/03/19 038364 B0225 HOFFMAN SECURITY **ISSUED** 05/03/19 05/03/19 038365 K0159 JOHNSON AIR ISSUED 05/03/19 100.00 JWT & ASSOCIATES, LLP 05/03/19 038366 B0125 **ISSUED** 05/03/19 5890.00 05/03/19 038367 K0003 M-D VENTURES ISSUED 05/03/19 19102.14 MERCED COUNTY - CASTLE AIRPORT 05/03/19 038368 B0017 ISSUED 05/03/19 2368.79 05/03/19 038369 B0004 MIT PLUMBING **ISSUED** 05/03/19 96.31 038370 B0212 05/03/19 JAVIER L MENDOZA ISSUED 05/03/19 2775.00 REMITTED TO: NATURAL GARDENS B0018 05/03/19 038371 PG&E (0665563335-9) ISSUED 05/03/19 54.20 05/03/19 038372 PG&E (1384254881-3) B0021 216.56 **ISSUED** 05/03/19 PG&E (138425481-3)
PG&E (1832229927-4)
PG&E (1873896591-4)
PG&E (8300477674-2)
CARDMEMBER SERVICE-XXXXXXXXXXXXY9140
TRI POWER SYSTEMS
BAKER MANOCK & JENSEN
HIGGS, FLETCHER & MACK LLP
JOE S RODRIGUEZ
MERCED COUNTY REGISTRAR OF VOTERS
JOHN P. NIEMOTKA 05/03/19 038373 B0019 ISSUED 05/03/19 27.42 05/03/19 038374 B0020 ISSUED 05/03/19 183.45 05/03/19 038375 K0044 ISSUED 05/03/19 737.00 05/03/19 038376 B0056 ISSUED 05/03/19 529.75 05/10/19 038377 K0157 05/10/19 47927.94 ISSUED 05/10/19 038378 B0107 **ISSUED** 05/10/19 151.50 05/10/19 038379 B0241 **ISSUED** 05/10/19 2697.50 05/10/19 038380 K0034 **ISSUED** 05/10/19 375.00 05/10/19 B0177 038381 **ISSUED** 05/10/19 14.00 05/10/19 038382 B0218 JOHN P. NIEMOTKA **ISSUED** 05/10/19 400.00 REMITTED TO: OCTANE ADVERTISING & DESIGN PG&E (0665563335-9) 05/10/19 038383 B0018 ISSUED 05/10/19 6.75 05/10/19 038384 B0021 PG&E (1384254881-3) 91.28 ISSUED 05/10/19 PG&E (1384254801-3)
PG&E (1832229927-4)
PG&E (1873896591-4)
PG&E (4705482162-5)
RALPH TEMPLE
TRI-SIGNAL INTEGRATION, INC
WEST COAST GAS CO, INC.
WINTON, WATER & SANITARY DISTRICT
CASTLE FAMILY HEALTH CENTERS, INC.
CITY OF ATWATER (010448-000)
CITY OF ATWATER (020161-000)
CITY OF PARLIER
CLARK PEST CONTROL
MERCED IRRIGATION DISTRICT
MERCED IRRIGATION DISTRICT
JAVIER L MENDOZA 05/10/19 038385 B0019 **ISSUED** 05/10/19 3.21 05/10/19 038386 B0020 78.09 ISSUED 05/10/19 05/10/19 038387 B0014 ISSUED 05/10/19 3777.81 TRI-SIGNAL INTEGRATION, INC ISSUED WEST COAST GAS CO, INC. 05/10/19 038388 B0042 05/10/19 3825.00 05/10/19 038389 K0071 05/10/19 615.00 05/10/19 038390 B0013 05/10/19 701.97 WINTON, WATER & SANITARY DISTRICT 05/10/19 038391 B0015 ISSUED 05/10/19 72.80 05/17/19 B0054 038392 69986.28 ISSUED 05/17/19 05/17/19 038393 B0027 **ISSUED** 05/17/19 869.92 038394 05/17/19 B0134 **ISSUED** 05/17/19 654.34 05/17/19 038395 K0035 **ISSUED** 05/17/19 163.51 05/17/19 038396 B0132 ISSUED 05/17/19 779.00 05/17/19 038397 B0025 ISSUED 05/17/19 259.35 05/17/19 038398 B0026 ISSUED 05/17/19 16390.42 05/17/19 038399 B0212 ISSUED 05/17/19 1206.00 REMITTED TO: NATURAL GARDENS K0057 B0133 K0071 B0207 B0099 05/17/19 038400 SOCAL GAS (090 828 6930 7) ISSUED 05/17/19 73.33 05/23/19 038401 MERCED/MODESTO COMMERCIAL SWEEPERS 240.00 ISSUED 05/23/19 TRI-SIGNAL INTEGRATION, INC ALLIANT INSURANCE SERVICES, INC. 05/23/19 038402 444.00 ISSUED 05/23/19 05/31/19 038403 ISSUED 05/31/19 1729.00 05/31/19 038404 EMPLOYMENT DEVELOPMENT DEPT **ISSUED** 05/31/19 12767.01 05/31/19 038405 B0225 HOFFMAN SECURITY **ISSUED** 05/31/19 672.90 05/31/19 038406 B0212 JAVIER I MENDOZA ISSUED 05/31/19 2775.00 REMITTED TO: NATURAL GARDENS

PAGE 1

RUN DATE: RUN TIME: RUN USER:	1527	•	Cast	nily Health Cer HECK REGISTER	nters AP **LIVE BY DATE	**		PAGE 2
		- VIII 1		C M 05/01/19 TO	05/31/19		MAINT	
DATE	CHECK NUM	VENDOR NUM	VENDOR NAME		STATUS	STATUS DATE	ISSUED/ CLEARED	VOIDED/ UNCLAIMED
						TOTAL \$	214651.11	

# Bloss Memorial Healthcare District May-19

# **Bloss Electronic Transfers**

<b>Bloss</b>	Auto	Del	bits
--------------	------	-----	------

Bank Fees - Bloss  Total	94.10 <b>94.10</b>
Electronic Payments to Payroll for Hosting Fee Electronic Payment to DSCA Electronic Transfer to LAIF <b>Total</b>	0.00 491,475.67 0.00 <b>491,475.67</b>
Grand Total	491,569.77

CASTLE FAMILY HEALTH CENTERS, INC REPORT

Castle Family Health Centers Inc Operations Summary Report Eleven Months Ending May 31, 2019

Total encounters for the month are 12,253 compared to 11,922 last year 2.78% increase.

	May-10	May-18		%	Y-T-D	Y-T-D May-18	Y-T-D	Y-T-D
Department	0.6	way-10		2	riegy- 1.3	iviay-10	NAIN PAIN OF	₹
Castle Clinic	5,333	4,795	538	11.22%	52,470	45,729	6,741	14.74%
Specialty Clinic	1,031	269	334	47.92%	7,354	6,875	479	6.97%
Bloss Clinic	914	1,175	(261)	-22.21%	9,923	11,081	(1,158)	-10.45%
Winton Clinic	746	787	(41)	-5.21%	0,000	8,420	(1,350)	-16.03%
Urgent Care	332	324	80	2.47%	3,596	3,609	(13)	-0.36%
Lab	2,137	2,093	44	2.10%	21,225	20,609	616	2.99%
Radiology	774	029	104	15.52%	7,320	6,403	917	14.32%
Behavioral Health	121	158	(37)	-23.42%	1,916	2,248	(332)	-14.77%
Adult Day Health Care	495	437	58	13.27%	4,764	5,305	(541)	-10.20%
Optometry	248	393	(145)	-36.90%	3,671	5,140	(1,469)	-28.58%
Ophthalmology	0	393	(393)	-100.00%	1,505	3,982	(2,477)	-62.20%
Winton Dental	122	0	122 N	N/A	147	0	147	N/A
TOTAL ENCOUNTERS	12,253	11,922	331	2.78%	120,961	119,401	1,560	1.31%
May-19 Working Days 22 & 1 Holiday May-18 Working Days 22 & 1 Holiday								
	7	7		à	Y-T-D	Y-T-D	Y-T-D	Y-T-D
NEW PATIENTS	1VICY-19 475	May-10 355	VARIANCE "	% 33.80%	Way-19 4,762	May-10 4,554	VAKIANCE :	70 4.57%

# QUOTES FOR RENEWAL OF COMMERCIAL PROPERTY INSURANCE

Leap/Carpenter/Kemp – see attached

Zurich – see attached

# LEAP/CARPENTER/KEMP

## Ed Lujano

From: Michael Carpenter <mcarpenter@lckinsurance.com>

**Sent:** Thursday, June 20, 2019 9:43 AM

To: Sabrina Cooksey

Cc: Ed Lujano

Subject: Commercial Insurance Quote - Bloss Memorial Healthcare District

Attachments: Bloss Memorial Healthcare District.pdf

Good morning Sabrina and Ed. Attached is our Commercial Property and General Liability proposal for Bloss Memorial Healthcare District. Coverage is offered by Travelers Insurance for the period of 7/1/19 to 7/1/20. The attached coverage summary outlines the coverages and limits that we previously discussed. Please look it over and let me know if any changes need to be made.

The Travelers quote includes a \$2,500 property deductible. I believe your current program includes a \$10,000 deductible. We have asked the Travelers underwriter to give us an indication of what the annual premium savings would be if the deductible was increased to \$10,000. I will pass that information along to you as soon as we receive it.

If there is a decision to move forward with the Travelers program, they require that we provide a copy of the current annual fire sprinkler "main drain test" certification for each location. They will also require documentation of any claims history (loss run) from the current carrier. I can help you obtain this information.

Please let me know if you have any questions. I am happy to talk by phone or meet in person to review the proposal. Thank you, Mike Carpenter

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# **INSURANCE PROPOSAL**





Prepared for:

# **Bloss memorial Healthcare District**

Presented by:

Michael J. Carpenter



# LOCATION SCHEDULE

LOCATION	ADDRESS	BUILDING USE OR OCCUPANCY
Loc # 1	3605 Hospital Road	
	Atwater, CA 95301	
Loc # 2	1251 Grove Street	
	Atwater, CA 95301	
Loc # 3	145 Newmark Avenue	
	Parlier, CA 93648	

# COMMERCIAL PROPERTY LIMITS

COMPANY EFFECTIVE DATE EXPIRATION DATE

Travelers 07/01/19 07/01/20

Coverage Detail

LIMITS PROPERTY DESCRIPTION DEDUCTIBLE CO-INS VALUE CAUSES OF LOSS

Location Number: 001 - 3605 Hospital Road, Atwater, CA 95301

\$24,000,000 Building \$2,500 90% R/C Special Form \$500,000 Business Personal Property \$2,500 90% R/C Special Form Actual Loss Businees Income / Extra Exp 24 Mos Special Form

Included Mechanical Breakdown

Location Number: 002 - 1251 Grove Street, Atwater, CA 95301

\$6,400,000 Building \$2,500 90% R/C Special Form \$200,000 Business Personal Property \$2,500 90% R/C Special Form Actual Loss Business Income / Extra Exp 24 Mos Special Form

Included Mechanical Breakdown

Location Number: 003 - 145 Newmark Avenue, Parlier, CA 93648

\$3,200,000 Building \$2,500 90% R/C Special Form \$5,000 Business Personal Property \$2,500 90% R/C Special Form Actual Loss Business Income / Extra Exp 24 Mos Special Form

Included Mechanical Breakdown

Ordinance Or Law

Loss To Undamaged Property - Included Demolition Cost and Increased Cost of Construction - \$150,000

Signs - \$25,000

Water Back-Up and Sump Overflow - \$25,000



# COMMERCIAL GENERAL LIABILITY

**COMPANY** 

**EFFECTIVE DATE** 

**EXPIRATION DATE** 

**Travelers** 

07/01/19

07/01/20

Coverage Written On: [X] Occurrence Form [ ] Claims-Made Form Retro: N/A

# Coverage Detail

LIMITS	COVERAGE DESCRIPTION
\$2,000,000	Each Occurrence - Bodily Injury and Property Damage
\$4,000,000	General Aggregate
\$4,000,000	Products and Completed Operations Aggregate
\$2,000,000	Personal & Advertising Injury Liability
\$2,000,000	Fire Damage (any one fire)
\$15,000	Medical Expense (any one person)
\$2,000,000	Non Owned & Hired Automobile Liability





PREMIUM
\$35,816.00
\$35,816.00

This proposal is for illustration purposes only. It is not a contract. The terms and conditions of the policy in force at the time of loss will apply.





No matter how comprehensive or price competitive your insurance program is, it's still people who must service it to ensure that the coverage will respond when it's needed. We feel our people are our greatest asset - courteous professionals who know that you expect and deserve the very best.

These are the people who will be handling your account:

Michael J. Carpenter Agent P: 209-386-5058

F: 209-385-6104

mcarpenter@lckinsurance.com

Sherry Yorks Account Manager P: 209-386-5070

F: 209-385-6114

syorks@lckinsurance.com

Ruth Halstead Marketing Manager P: 209-386-5066

F: 209-385-6112

rhalstead@lckinsurance.com



# ABOUT US

Founded in 1947, LEAP/CARPENTER/KEMPS INSURANCE AGENCY has established a tradition of serving the insurance needs of our clients throughout California.

Along with several leading agencies in the Central Valley, we formed Sierra Gateway Insurance Services, Inc., a full service marketing facility. Operating from an office centrally located in Fresno, the strength of the Sierra Gateway alliance guarantees our customers access to quality insurance programs at the market's most competitive prices.

With the buying power and resources of Sierra Gateway, we are a large regional brokerage firm. We are large enough to directly access world- wide insurance markets, yet responsive enough to be personally involved in your insurance program. We create a customized insurance program that meets your specific needs from the following broad range of products:

Business, Farm and Dairy Packages

Workers Compensation

Bonds • Fidelity & Surety

Aviation • Crime • Fire • Flood

Crop • Property Floaters • Glass

Liability • Professional • Umbrella • Cyber-Liability

Auto • Boat • Recreational Vehicles

Homeowners • Tenants • Mobile Home

Health • Dental • Vision

Life • 401K • 125 Cafeteria Plans

Long Term Disability • Individual Disability

Specialized, knowledgeable service and a commitment to the principles of serving our clients first are our highest priorities.



# PLEDGE TO OUR CUSTOMERS

# WE PLEDGE....

You are the most important person to us - in person, by mail or on the phone

We will treat you - our clients, visitors and colleagues with dignity, respect and honor

You are not an interruption of our work - you are the purpose of it. You are doing us a favor by giving us the opportunity to serve you.

We thank you for the opportunity to protect your assets at the best value to you.



# RECOMMENDATIONS

# Cyber and Privacy Insurance

Most notable, but not exclusively, cyber and privacy policies cover a business' liability for a data breach in which the firm's customer' personal information such as Social Security or credit card numbers is exposed or stolen by a hacker or other criminal who has gained access to the firm's electronic network. The policies cover a variety of expenses associated with data breaches including notification costs, credit monitoring, costs defending claims by state regulators, fines and penalties, and loss resulting from identity theft.

□ Please Provide Premium Indication	□ I Reject Coverage	
Insured	Date	
Crime Coverage		
As an employer you are subject to theft from current employees. These claims are not covered by the general liability or property policies.		
□ Please Provide Premium Indication	□ I Reject Coverage	
Insured	Date	



# RECOMMENDATIONS

# **Employment Practices Liability Insurance**

As an employer, you are subject to claims from current employees, candidates for hire, and prior employees alleging discrimination in hiring and promotion; harassment (both sexual and otherwise); and wrongful termination. These claims are not covered by the general liability or workers compensation policies.

□ Please Provide Premium Indication	□ I Reject Coverage	□ I Reject Coverage	
Insured	Date		



You are a highly valued customer, and our firm takes pride in the services we provide to you.

Acting as an independent insurance agent or as an insurance broker, we are able to offer you professional service and competitive prices because we can access insurance coverage, in most cases, from more than one insurance company.

Our compensation is based on ONE of the following:

Our firm is paid a commission for selling and servicing your account. The amount is based on the standard commission schedules established by each of the companies we work with.

or

The insurance company with which your policy is being placed does NOT pay this firm for the placement. Our sole compensation is the Broker Fee, which has previously been disclosed to you, and to which you have given your consent.

or

In addition to the Broker Fee we are charging you, which has previously been disclosed to you, and to which you have given your consent, we also receive compensation from the insurance company in the form of a sales commission described generally above.

Our firm may also be eligible, and in some cases, is eligible, for various forms of incentive compensation, including contingent commissions and other awards and bonuses, from the insurer. Incentive compensation is based upon a variety of factors that may include the level of premium written, retention, growth, overall profitability, or other performance measures established by the insurers with whom we do business.

Our firm will attempt to obtain one or more quotes for insurance coverage suitable for the needs and preferences you have communicated to us, and will provide you with the quotes we obtain that we believe suit your needs. Please remember, however, that you are ultimately responsible for determining what coverages you need for your protection, the amount of insurance you need and other issues.

We are happy to provide you with additional details about our services, our relationship with your insurance company or our compensation.

Our agency is grateful to have you as a customer, and we welcome any suggestions you have to assist us in serving you better. We appreciate your business.



# ZURICH

### Ed Lujano

Subject:

FW: Bloss Memorial Health Care District - Property Insurance Proposal and Cyber Insurance

Proposal - effective July 01, 2019

Attachments:

\_\_19-20 Bloss Memorial Healthcare District Proerty Proposal 6.18.19.pdf; \_\_19-20 Bloss

Memorial Cyber Proposal - 6-18-19.pdf

From: Josephine Goetes [mailto:jgoetes@alliant.com]

Sent: Tuesday, June 18, 2019 7:21 PM

To: Sabrina Cooksey < CookseyS@CFHCINC.ORG>

Cc: Ed Lujano < Lujano E@CFHCINC.ORG>

Subject: Bloss Memorial Health Care District - Property Insurance Proposal and Cyber Insurance Proposal - effective July

01, 2019

#### Hi Sabrina,

Finally, attached is the 19-20 Bloss Memorial Health Care District Property proposal from Zurich effective June 30, 2019. As we have previously advised, HARPP is non-renewing the policy due to high loss ratio. \$10,000 Per Occurance Deductable, Annual Premium \$22,174.45

We sent submissions to the following markets to obtain quotes but all declined except for Zurich:

- Allianz Global
- Chubb
- C NA
- Hartford
- Liberty Mutual
- Philadelphia Insurance
- Swiss Re
- Travelers
- XL Catlin

Zurich is accepting a lower replacement cost value on the buildings than what you have with HARPP. Limits and sublimits are much lower than HARPP's as well. It only covers premises listed on the proposal. It does not cover any of Castle Family's properties.

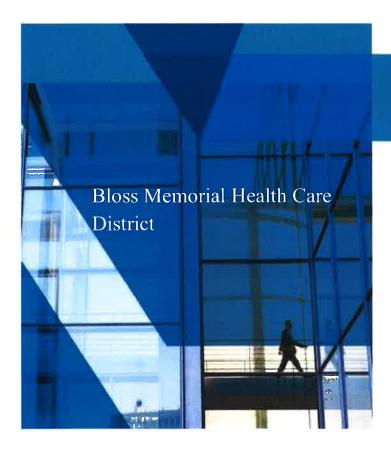
Please note that you also have \$4,000,000 Cyber liability (through HARPP Cyber and ACES Cyber) and \$2,000,000 Pollution coverage which will not be renewed. Zurich is not providing these coverages so we also requested quotes for Cyber and Pollution.

- Pollution Chubb indicated a premium of \$12,838 with \$2,000,000 limit and a \$75,000 Self Insured Retention (deductible). This is in addition to the above. We're waiting for their firm quote. Proposal to follow.
- Cyber Proposal attached. See 19-20 Bloss Memorial Cyber Proposal. Premium is in addition to the above.

Kindly review the attached proposals and let us know if you have any questions.

In order to bind coverage, please pick the option if applicable and complete the Request to Bind Coverage on the last page of each proposal and email it back to our office no later than June 26, 2019. This is so we have sufficient time to request the carriers to bind coverage and obtain the binder by July 01.

If you want to discuss any of the above, please let us know.



### Commercial Property Insurance Proposal 2019 – 2020

Presented by:

Chris Tobin, ARM-P Senior Vice President

Josephine Goetes, CIC, CISR Account Executive

Miki Fujii Account Manager

Alliant Insurance Services, Inc. 1301 Dove Street, Suite 200 Newport Beach, CA 92660 O 949 756 0271 F 619 699 0906

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### Named Insured / Additional Named Insureds

Named Insured(s) Bloss Memorial Health Care District

Additional Named Insured(s)

None Disclosed

#### NAMED INSURED DISCLOSURE

- The first named insured is granted certain rights and responsibilities that do not apply to other policy named insureds and is designated to act on behalf of all insureds for making policy changes, receiving correspondence, distributing claim proceeds, and making premium payments.
- Are ALL entities listed as named insureds? Coverage is not automatically afforded to all entities unless specifically named. Confirm with your producer and service team that all entities to be protected are on the correct policy. Not all entities may be listed on all policies based on coverage line.
- Additional named insured is (1) A person or organization, other than the first named insured, identified as an insured in the policy declarations or an addendum to the policy declarations. (2) A person or organization added to a policy after the policy is written with the status of named insured. This entity would have the same rights and responsibilities as an entity named as an insured in the policy declarations (other than those rights and responsibilities reserved to the first named insured)
- Applies to Professional Liability, Pollution Liability, Directors & Officers Liability, Employment Practices Liability, Fiduciary Liability policies (this list not all inclusive). Check your Policy language for applicability, These policies provide protection to the Named Insured for claims made against it alleging a covered wrongful act. Coverage is not afforded to any other entities (unless specifically added by endorsement or if qualified as a "Subsidiary" pursuant to the policy wording) affiliated by common individual insured ownership or to which indemnification is otherwise contractually owed If coverage is desired for affiliated entities or for contractual indemnities owed, please contact your Alliant Service Team with a full list of entities for which coverage is requested. With each request, include complete financials and ownership information for submission to the carrier. It should be noted, that the underwriter's acceptance of any proposed amendments to the policy, including expansion of the scope of "insureds" under the policy could result in a potential diminution of the applicable limits of liability and/or an additional premium charge.

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### Line of Coverage

Commercial Property Coverage

	Present Coverage - APIP	Proposed Coverage - Zurich
INSURANCE COMPANY:	Various	Zurich American Insurance Company
A.M. BEST RATING*:	Various	A+ (Superior), Financial Size Category: XV (S2 Billion or greater)
STANDARD & POOR'S RATING*:	Various	AA- (Very Strong)
CALIFORNIA STATUS:	Various	Admitted
POLICY/COVERAGE TERM:	July 1, 2018 To July 1, 2019	July 1, 2019 to July 1, 2020
COVERAGE:	Hospital All Risk Property Program (HARPP) including Property, Boiler & Machinery, Cyber Liability and Pollution Liability	Property, Equipment Breakdown excluding Cyber Liability and Pollution Liability. Direct physical loss or damage in any one occurrence for all "real property", "personal property", "business income" and "extra expense" at "premises" for which the Limit of Insurance is shown as Included in Blanket Limit of Insurance.
TOTAL INSURED VALUES:	\$66,993,288 as of July 01, 2018	\$32,337,933 as of June 13, 2019
CAUSE OF LOSS:	Special	Special
COVERED LOCATION:  *Verified in June 2019	As per schedule on file	Premise #1 - 1251 Grove Ave, Atwater, CA 95301 Premise #2 - 3605 Hospital Rd Bldg 1 Atwater, CA 95301 Premise #3 - 145 S Newmark Ave Parlier, CA 93648
Alliant Insurance Services, Inc.   www.alliant.com   CA Li	rense No. 0036861	Page 2
The state of the s	110 040001	Tage 2

### Commercial Property Coverage - Continued

Prese	ent Coverage - APIP		Prop	osed Coverage - Zurich
	Coverages (subject to policy exclusions) and all Named Insureds (as defined in the policy) combined, per Declaration, regardless of the number of Named Insureds, coverages, extensions of coverage, or perils insured, subject to the following per occurrence and/or	dir all Ins Ins an; as Lii	Included Not covered Premise #2 Included Included Included Included Included Not covered Not covered 29,891,466 e above Limit of eet physical los "real property" surance is sho surance. If "rea, y specific "prem Not Covered fine	Real Property Personal Property Business Income  Real Property Blanket Limit  of Insurance is the most we will pay for its or damage in any one occurrence for "at "premises" for which the Limit of two as Included in Blanket Limit of it property" coverage does not apply at nises", the Limit of Insurance will show or those "premises". If a more specific its is shown for "real property" at a imit of Insurance replaces, and is not in lanket Limit of Insurance.
	Property Part: S 1,000,000,000		Property Part:  \$ 1,000,000,000 Per Occurrence: all Perils, Coverages (subject to policy exclusions) and all Named Insureds (as defined in the policy) combined, per Declaration, regardless of the number of Named Insureds, coverages, extensions of coverage, or perils insured, subject to the following per occurrence and/or aggregate sublimits as Noted below, "pi	Property Part:  S 1,000,000,000  Per Occurrence: all Perils, Coverages (subject to policy exclusions) and all Named Insureds (as defined in the policy) combined, per Declaration, regardless of the number of Named Insureds, coverages, extensions of coverage, or perils insured, subject to the following per occurrence and/or aggregate sublimits as Noted below.  Premise #1 Included Not covered Not cover

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### COVERAGE & LIMITS - CONTINUED:

\$ 75,000 Personal Property Blanket Limit

The above Limit of Insurance is the most we will pay for direct physical loss or damage in any one occurrence for all "personal property" at "premises" for which the Limit of Insurance is shown as Included in Blanket Limit of Insurance, If "personal property" coverage does not apply at any specific "premises", the Limit of Insurance will show as Not Covered for those "premises". If a more specific Limit of Insurance is shown for "personal property" at a "premises" that Limit of Insurance replaces, and is not in addition to, the Blanket Limit of Insurance

2,371,467 Business Income And Extra Expense Blanket Limit

The above Limit of Insurance is the most we will pay for in any one occurrence for all loss of "business income" and "extra expense" at "premises" for which the Limit of Insurance is shown as Included in Blanket Limit of Insurance. If "business income" or "extra expense" coverage does not apply at any specific "premises", the Limit of Insurance will show as Not Covered for those "premises". If a more specific Limit of Insurance is shown for "business income" or "extra expense" at a "premises" that Limit of Insurance replaces, and is not in addition to, the Blanket Limit of Insurance.

### Additional Coverages:

Limits of Insurance applicable at a "premises" that differ from those indicated below will be shown under the Summary of Premises section of this Declarations

COVERAGE & LIMITS - CONTINUED:

Not Covered Flood Limit - Per Occurrence and in Not Covered

the Annual Aggregate (for those Named Insured(s) that purchase this optional dedicated coverage).

Not Covered Per Occurrence and in the Annual

Aggregate for all locations in Flood Zones A & V (inclusive of all 100 year exposures). This Sub-limit does not increase the specific flood limit of liability for those Named Insured(s) that purchase this optional dedicated coverage

and in the Annual Aggregate

Full All Risk Limit Combined Business Interruption,

Rental Income and Tax Revenue Interruption and Tuition Income (and related fees). However, if specific values for such coverage have not been reported as part of the Named Insured's schedule of values held on file with Alliant Insurance Services, Inc., this sub-limit amount

for that "premises". Those Limits of Insurance replace, and are not in addition to, the Limits of Insurance shown below for those specified coverages and "premises". If any Additional Coverages do not apply at any specific "premises", the Limit of Insurance will show as Not Covered for those "premises".

Not Covered

Not Covered Earthquake Shock - Per Occurrence Not Covered

See above Business Income Business Income And Extra Expense Blanket Limit

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COVERAGE & LIMITS - CONTINUED:			is limited to \$500,000 per Named Insured subject to maximum of \$2,500,000 Per Occurrence for Business Interruption, Rental Income and Tuition Income combined, and \$5,000,000 per occurrence for Tax Revenue Interruption. Coverage for power generating plants is excluded, unless otherwise specified.		
	s	50,000,000	Extra Expense	s 25,000	Extra Expense Per Premises
	S	25,000,000	Miscellaneous Unnamed Locations for existing Named Insured's Excluding Earthquake coverage for Alaska and California Named Insureds. If Flood coverage is purchased for all scheduled locations, this extension will extend to include Flood coverage for any location not situated in Flood Zones A or V.	Unreported Premis S 100,000 S 100,000 S 10,000 S 10,000	Real Property - Per Unreported Premises Personal Property - Per Unreported Premises Business Income - Per Unreported Premises
		365 Days	Extended Period of Indemnity	180 Days	Extended Period Of Indomnity— Business Income
	s	25,000,000	Automatic Acquisition up to \$100,000,000 or a Named Insured's Policy Limit of Liability if less than \$100,000,000 for 120 days excluding licensed vehicles for which a sub-limit of \$10,000,000	Newly Acquired I \$ 1,000,000 \$ 1,000,000 \$ 250,000 \$ 25,000	Real Property - For 180 Days Personal Property - For 180 Days Business Income - For 180 Days

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		applies per policy Automatic Acquisition and Reporting Condition. The peril of EQ is excluded for the states of Alaska and California. If Flood coverage is purchased for all scheduled locations, this extension will extend to include Flood coverage for any location not situated in Flood Zones	Acquired Newly Ac \$ 2	Premises equired Pr 250,000	
s	1 000 000	A or V. Unscheduled Landscaping, tees,	S 2	250,000	Outdoor Trees, Shrubs, Plants, Or
3	1,000,000	onsciedure randscaping, tees, sand traps, greens, athletic fields and artificial turf and further subject to \$25,000 / 25 gallon maximum per item.	s		Lawns - Per Premises Per Tree, Shrub, Plant, Or Lawn
s	5,000,000	or 110% of the scheduled values, whichever is greater, for Scheduled Landscaping, tees, sand traps, greens, athletic fields and artificial turf and further subject to \$25,000 / 25 gallon maximum per item.			
s	50,000,000	Errors & Omissions - This extension does not increase any more specific limit stated elsewhere in this policy or Declarations.	Not Cove	red	
\$	25,000,000	Course of Construction and Additions (including new) for projects with completed values not exceeding the sub-limit shown	Not Cove	ered	

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### COVERAGE &

			7		
& LIMITS - CONTINUED:	s	2,500,000	Money & Securities for named perils only as referenced within the policy.	Not Covered	
	S	2,500,000	Unscheduled Fine Arts	\$ 25,000 \$ 25,000	Fine Arts - Per Premises Fine Arts - Away From Premises - Per Occurrence
	s	250,000	Accidental Contamination per occurrence and annual aggregate per Named Insured with \$500,000 annual aggregate for all Named Insureds per Declaration.	\$ 25,000 \$ 50,000	Contamination By A Refrigerant - Per Premises Radioactive Contamination - Per Premises
	\$	750,000	Unscheduled Tunnels, Bridges, Dams, Catwalks (except those not for public use), Roadways, Highways, Streets, Sidewalks, Culverts, Street Lights and Traffic Signals unless a specific value has been declared (excluding coverage for the peril of Earthquake Shock, and excluding Federal Emergency Management Agency (FEMA) and/or Office of Emergency Services (OES) declared disasters, providing said declaration provides funding for repairs).	Not Covered	



COVERAGE & LIMITS - CONTINUED:	5	50,000,000	Increased Cost of Construction due to the enforcement of building codes/ ordinance or law (includes All Risk and Boiler & Machinery).	Policy form is silent, Per underwriter, it is Included		
	s	25,000,000	Transit	\$ 25,000 \$ 10,000	Transit – Personal Property – Per Occurrence Transit – Business Income - Per Occurrence	
	\$	2,500,000	Unscheduled Animals; not to exceed \$50,000 per Animal, per Occurrence.	Not Covered	Occurrence	
	\$	2,500,000	Unscheduled Watercraft up to 27 feet.	Not Covered		
	S	25,000,000	Off Premises Services Interruption including Extra Expense resulting from a covered peril at non-owned/operated locations.	\$ 100,000	Off-Premises Service Interruption Direct Damage - Per Premises	
	S	5,000,000	Per Occurrence Per Named Insured subject to an Annual Aggregate of \$10,000,000 for Earthquake Shock on Licensed Vehicles, Unlicensed Vehicles, Contractor's Equipment and Fine Arts combined for all Named Insured(s) in this Declaration combined that do not purchase optional dedicated Earthquake Shock coverage, and/or where specific values for such items are not covered for optional dedicated Earthquake Shock coverage as part			

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COVERAGE & LIMITS - CONTINUED:			of the Named Insured's schedule of values held on file with Alliant Insurance Services, Inc.		
	\$	5,000,000	Per Occurrence Per Named Insured subject to an Annual Aggregate of \$10,000,000 for Flood on Licensed Vehicles, Unlicensed Vehicles, Contractor's Equipment and Fine Arts combined for all Named Insured(s) in this Declaration combined that do not purchase optional dedicated Flood coverage, and/or where specific values for such items are not covered for optional dedicated Flood coverage as part of the Named Insured's schedule of values held on file with Alliant Insurance Services, Inc.	Not Covered	
ii a	S	3,000,000	Contingent Business Interruption, Contingent Extra Expense, Contingent Rental Values and Contingent Tuition Income separately	\$ 250,000	Dependent Business Income- Unscheduled Locations - Per Occurrence
	\$	500,000	Jewelry, Furs, Precious Metals and Precious Stones Separately	Not Covered	
	s	1,000,000	Claims Preparation Expenses	Covered	Claims to Reduce Loss
	\$	50,000,000	Expediting Expenses	\$ 25,000	Expediting Expense - Per Premises

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COVERAGE & LIMITS - CONTINUED:	S	1,000,000	Personal Property Outside of the USA	Not Covered	
	s	5,000,000	Per Occurrence Per Declaration Upgrade to Green Coverage subject to the lesser of, the cost of upgrade, an additional 25% of the applicable limit of liability shown in the schedule of values or this sub limit.	Not Covered	
	s	500,000	Per Occurrence, \$2,000,000 Annual Aggregate per declaration for Communicable Disease	\$ 100,000	Communicable Disease Suspension of Operations – Business Income – Per Premises
	S	100,000	Per Occurrence while in Storage and In Transit coverage subject to \$10,000 Deductible for Unmanned Aircraft as more fully defined in the Policy, Not Covered while in Flight.		Осситенсе
	S	100,000	Per Occurrence with a \$1,000,000 Annual Aggregate per Declaration for Mold/Fungus Resultant Damage as more fully defined in the policy.	\$ 25,000	Annual Aggregate for Microorganisms
				\$ 25,000	Annual Aggregate for Microorganisms – Business Income
				U,	

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#### COVERAGE & LIMITS - CONTINUED:

The following stand-alone coverages are provided by the APIP program but are not covered in the Limit of Liability or the Sub-Limits of Liability above or attached to the Master Policy Form Wording. Carriers providing these coverages are included in the Schedule of Carriers.

\$ 100,000,000	Per Named Insured Per Occurrence subject to \$200,000,000 Annual
	Aggregate of Declarations 1-14, 18-
	22, 25-30 and 32-34 combined as
	respects Property Damage, Business
	Interruption, Rental Income and
	Extra Expense Combined for
	Terrorism (Primary Layer).

10,000 Per Occurrence Deductible for Primary Terrorism

\$ 600,000,000 Per Named Insured for Terrorism (Excess Layer) subject to;

\$ 1,100,000,000 Per Occurrence, All Named Insureds combined in Declarations 1-14, 1821, 25-30 and 32-34 for Terrorism (Excess Layer) subject to;

\$ 1,400,000,000 Annual Aggregate shared by all Named Insureds combined in Declarations 1-14, 18-21, 25-30 and 32-34, as respects Property Damage, Business Interruption, Rental Income and Extra Expense

Terrorism provided via Terrorism Risk Insurance Act (TRIA)



		combined for Terrorism (Excess Layer).		
COVERAGE & LIMITS - CONTINUED:	\$ 500,000	Per Occurrence Deductible for Excess Terrorism (Applies only if the Primary Terrorism Limit is exhausted).		
	\$ 2,000,000	Pollution Liability Per Named Insured Aggregate	Not Covered	
	\$ 2,000,000	Cyber Liability Each Insured Limit	Not Covered	
	30 Days / 20 Mile	Civil Authority subject to 24 hour	30 Days	Civil Authority - Business Income
		waiting period	30 Days	Civil Authority - Extra Expense
	Included	Consequential Loss	\$ 25,000	Consequential LossNet Leasehold Interest - Per Premises
			\$ 250,000	Consequential Loss—Tenant's Improvements And Betterments - Per Premises
			\$ 250,000	Consequential LossUndamaged Stock - Per Premises
100			\$ 25,000	Contractual PenaltiesBusiness Income - Per Occurrence
	Included	Debris Removal	Covered	Debris RemovalCovered Property
			\$ 250,000	Debris RemovalSupplemental Limit - Per Occurrence

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COVERAGE & LIMITS - CONTINUED:			s	2,500	Debris RemovalUncovered Property - Per Occurrence
			\$	50,000	Deferred Payments - Per Occurrence
			S	25,000	Electronic Vandalism - Direct Damage - Annual Aggregate
			S	25,000	Electronic Vandalism – Business Income - Annual Aggregate
			\$	50,000	Fairs Or Exhibitions - Personal Property - Per Occurrence
			S	10,000	Fairs Or Exhibitions – Business Income Per Occurrence
			s	250,000	Fire Department Service Charge Per Premises
	Included	Fire Fighting Expenses		Covered	Fire Protective Equipment Refills
					Inflation Guard - Real Property Inflation Guard - Personal Property
	30 Days / 20 Mile	Civil Authority subject to 24 hour waiting period		30 Days	Ingress/Egress - Business Income
	30 Days / 20 Mile	Ingress / Egress subject to 24 hour waiting period		30 Days	Ingress/Egress - Extra Expense

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COVERAGE & LIMITS - CONTINUED:				s	25,000	Lock And Key Replacement - Per Premises
		Included	Mobile Medical Equipment - Per Any One Unit	s	50,000	Mobile Medical Equipment – Per Any One Unit
				s	50,000	Mobile Medical Equipment – Per Occurrence
		Included	Patient Evacuation	s	25,000	Patient Evacuation – Per Premises
				s	25,000	Pollutant Clean Up and Removal – Land and Water – Annual Aggregate Per Premises
		Included	Preservation of Property		180 Days	Preservation Of Property
	s	1,000,000	Claims Preparation Expense	s	25,000	Professional Fees - Per Occurrence
	ľ				Not Covered	Reported Unscheduled Premises
				s	25,000	Reward Payments - Per Occurrence
				s	25,000	Salespersons Samples - Per Occurrence
		Included	Theft Damage To Buildings		Covered	Theft Damage To Buildings

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#### COVERAGE & LIMITS - CONTINUED:

Included Accounts Receivable

#### Marine Coverage

Limits of Insurance applicable at a "premises" that differ from those indicated below will be shown under the Summary of Premises section of this Declarations for that "premises". Those Limits of Insurance replace, and are not in addition to, the Limits of Insurance shown below for those specified coverages and "premises". If any Marine Coverages do not apply at any specific "premises", the Limit of Insurance will show as Not Covered for those "premises".

S 250,000 Accounts Receivable (Revenue Loss) – Per Premises

250,000 Accounts Receivable (Revenue Loss) - Away From Premises – Per

Premises

Installation And Service Property - Stock To Be Installed

\$ 25,000 Installation Premises - Per Occurrence
\$ 25,000 Temporary Storage Location - Per Occurrence

5 25,000 Transit - Per Occurrence

Installation And Service Property - Tools And Equipment Not Covered Scheduled Equipment

	S	1,000	Unscheduled Tools & Equipment Per Any One Item
	S	10,000	Unscheduled Tools & Equipment
			Per Occurrence
	Unsched	luled tools	and equipment coverage is intended
- 1			for items valued at or less than the
			limit per any one item shown above
- []			An item valued at more than this
			limit must be specifically scheduled or no coverage applies to that item
	s	250,000	Original Information Property - Per
			Premises
	S	250,000	Original Information Property –
			Away From Premises - Per
			Осситенсе
	Policy fo	orm is sile	nt. Per underwriter, Equipment
ŀ			Breakdown is Included
al			
nse			
t			
on			
less			
les			

COVERAGE & LIMITS - CONTINUED:

### Boiler & Machinery Part:

\$ 100,000,000 Boiler Explosion and Machinery
Breakdown, (for those Named
Insureds that purchase this optional
dedicated coverage) as respects
Combined Property Damage and
Business Interruption/Extra Expense
(Including Bond Revenue Interest
Payments where Values Reported
and excluding Business Interruption
for power generating facilities unless
otherwise specified). Limit includes
loss adjustment agreement and

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			electronic computer or electronic data processing equipment with the following sub-limits:		
		Included	Jurisdictional and Inspections.	Not Covered	
COVERAGE & LIMITS - CONTINUED:	S	10,000,000	Per Occurrence for Service/Utility/Off Premises Power	Ivot Covered	
			Interruption	\$ 100,000	SpoilageEquipment Breakdown - Per Premises
		Included	Per Occurrence for Consequential Damage/Perishable Goods/Spoilage		r or r romacs
	s	10,000,000	Per Occurrence for Electronic Data Processing Media and Data	Not Covered	
			Restoration	Not Covered	
	S	2,000,000	Per Occurrence, Per Named Insured and in the Annual Aggregate per Declaration for Earthquake		
			Resultant Damage for Members who purchase Dedicated Earthquake		
			Coverage	\$ 50,000	Decontamination Expense – Per Premises
	S	10,000,000	Per Occurrence for Hazardous Substances/		
			Pollutants/Decontamination	Not Covered	
		Included	Per Occurrence for Machine or Apparatus used for Research, Diagnosis, Medication, Surgical,		

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	Therapeutic, Dental or Pathological Purposes.	
DEDUCTIBLES:	Property Part:  Deductibles: If two or more deductible amounts provided in the Declaration Page apply for a single occurrence the total to be deducted shall not exceed the largest per occurrence deductible amount applicable. (The Deductible amounts set forth below apply Per Occurrence unless indicated otherwise).	\$ 10,000 Property Deductible Except for water damage (see water damage deductible) - Per Occurrence  The above deductible applies to all loss, damage, cost, or expense covered by this Commercial Property Coverage Part, unless a specific coverage deductible is shown elsewhere on this Declarations or an endorsement.
"All Risk" Deductibl	s: \$ 10,000 Per Occurrence, which will apply in the event a more specific deductible is not applicable to a loss.	

coverages contained in this Commercial Property

Coverage Part, unless a specific coverage deductible is shown elsewhere on this

Declarations or an endorsement

Deductibles For Specific Perils And Coverages:		24 Hour	Waiting Period for Service Interruption for All Perils and Coverages	
				Not Covered
	s	1,000	Per Occurrence for Specially Trained Animals	
DEDUCTIBLES - CONTINUED:	S	500,000	Per Occurrence for Unscheduled Tunnels, Bridges, Dams, Catwalks (except those not for public use), Roadways, Highways, Streets, Sidewalks, Culverts, Street Lights and Traffic Signals unless a specific value has been declared (excluding coverage for the peril of Earthquake Shock, and excluding Federal Emergency Management Agency (FEMA) and/or Office of Emergency Services (OES) declared disasters).	Not Covered
	S	10,000	Per Vehicle or Item for Licensed Vehicles, Unlicensed Vehicles and Contractor's Equipment subject to \$100,000 Maximum Per Occurrence Per Named Insured for the peril of Earthquake for Named Insured(s) who do not purchase dedicated Earthquake limits,	Not Covered
				Not Covered

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	50,000	Per Occurrence Per Named Insured for this Declaration for Fine Arts for			
1		the peril of Earthquake for Named			
ľ		Insured(s) who do not purchase			
l		dedicated Earthquake limits			
ı		The state of the s	Not Co	vered	
ŀ	10,000	Per Vehicle or Item for Licensed			
ı		Vehicles, Unlicensed Vehicles and			
ı		Contractor's Equipment subject to			
ı		\$100,000 Maximum Per Occurrence.			
ľ		Per Named Insured for the peril of			
l		Flood for Named Insured(s) who do			
l		not purchase dedicated Flood limits			
l			Not Co	vered	
ŀ	\$ 50,000	Per Occurrence Per Named Insured			
ı		for this Declaration for Fine Arts for			
l		the peril of Flood for Named			
ı		Insured(s) who do not purchase			
l		dedicated Flood limits			
ı			Not Co	vered	
ı	2.5%	of Annual Tax Revenue Value per			
ı		Location for Tax Interruption			
ı			Not Co	vered	
ı	Not Covered	Per Occurrence for Off Premises	Not Co	vered	
ı		Vehicle Physical Damage			
ı		remote 7 hydreat 2 dinage			
ı	\$ 10.000	Per Occurrence for Contractor's			
l	20,000	Equipment			
l		- Amphilan	1		
١			Water	Damage D	eductible
I	Renlacement Cost	Contactor's Equipment Valuation	\$		Water Damage - Premise #1
1		Basis	\$		Water Damage – Premise #2
ı		Subio	S		Water Damage – Premise #3
1		2	Ψ	,2,000	Water Damage - Heimsens

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DEDUCTIBLES - CONTINUED:

DEDUCTIBLES - CONTINUED:

Loss or damage to Covered Property caused by "certain water" is subject to a separate Water Damage Deductible. The Water Damage Deductible will be stated in the Summary of Premises section of this Declarations for that specific "premises".

Application Of Multiple Deductibles:

Unless otherwise stated in a Coverage Form or endorsement, if more than one deductible applies, we will apply each deductible separately, but the total of all deductible amounts applied will not exceed the highest applicable deductible for loss or damage to Covered Property and the highest applicable deductible for loss under "time element coverage". This provision does not apply to Covered Property and "time element coverage" for covered loss or damage due to "earth movement", "flood", "named storm", or to wind

or hail when a separate Wind and Hail Deductible is applicable

\$10,000

Boiler & Machinery Part:

5 10,000 Boiler & Machinery Deductible

10 per foot / \$2,500 Minimum Deep Water Wells

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	30 Days Business Interruption – Revenue Bond	
	24 Hour Waiting Period - Utility Interruption	
	5 x 100% of Daily Value - Business Interruption - All Objects over 750 hp or 10,000 KW/KVA/Amps or 10,000 Square feet Heating Surface	
DEDUCTIBLES - CONTINUED:	5 x 100% of Daily Value - Business Interruption - All Objects at Waste Water Treatment Facilities and All Utilities	
		Agreed Value for Property Actual Loss Sustained for Business Income up to Polic Limit
VALUATION:	Property Part:	Calculation Of Premium
	Repair or Replacement Cost	Common Policy Conditions
	Actual Loss Sustained for Time Element Coverages	Commercial Property Coverage Part Declarations
	Contractor's Equipment/Vehicles either	Commercial Property Coverage Part General
	Replacement Cost or Actual Cash Value as	Provisions
	declared by each member. If not declared, valuation	
	will default to Actual cash value	Commercial Property Definitions
		Real And Personal Property Coverage Form
		Additional Coverages Form
		Accounts Receivable Coverage Form (Revenue
		Loss)
		Fine Arts Coverage Form

24 Hours Business Interruption/Extra Expense Except as noted below

- Installation And Service Property Coverage Form
- Original Information Property Coverage Form
- Transit Coverage Form
- Business Income Coverage Form (Excluding Extra Expense)
- Extra Expense Coverage Form
- Water Damage Deductible
- Dependent Premises Business Income Coverage--Unscheduled Locations
- Enabling Endorsement
- Healthcare Industry Coverage
- Cancellation Changes
  California Changes Cancellation And Nonrenewal
- California Changes
- Common Policy Declarations
  Resident Agent Countersignature Endorsement
- Loss Payable Provisions

### ENDORSEMENT & EXCLUSIONS:

(including but not limited to)

### Property Part:

- Seepage & Contamination Exclusion unless otherwise provided by the Pollution Liability Coverage per the Summary
  Cost of Clean-up for Pollution Exclusion - unless
- otherwise provided by the Pollution Liability Coverage per the Summary
- Mold Exclusion as more fully described in the Master Policy Wording or otherwise provided when Pollution Liability Coverage is purchased, and as defined in the coverage Summary

#### Boiler & Machinery Part:

- Testing Exclusion
- Explosion Exclusion, except for steam or centrifugal explosion

ENDORSEMENT & EXCLUSIONS - CONTINUED: (including but not limited to)	Explosion of gas or unconsumed fuel from furnace of the boiler Exclusion     Objects excluded:	
TOTAL COST EXCLUDING TRIA:	Not Applicable	\$ 21,807.00 Policy Premium \$ 0.45 State and Local Surcharges \$ 21,807.45 Total Cost
TOTAL COST INCLUDING TRIA:	\$ 49,352.00 Renewal Business Premium \$ 709.00 Excess Boiler Included TRIA Premium \$ 878.00 ABS Fee \$ 1,233.80 Broker Fee \$ 1.601.95 Sumfus Lines Taxes \$ 53,774.75 Total Cost	\$ 21,807.00 Policy Premium \$ 367.00 TRIA Premium \$ 0.45 State and Local Surcharges \$ 22,174.45 Total Cost
MINIMUM EARNED PREMIUM:	25% Minimum Earned Premium and cancellations subject to 10% penalty     Except Cyber Liability Premium is 30% Earned at Inception     Except Pollution Liability Premium is 25% Minimum Earned Premium at Inception, then carned on a pro-rata basis to policy expiration; premium shall be deemed 100% earned in the even of a claim.	Not Applicable

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NOTICE OF CANCELLATION:

POLICY AUDITABLE:

QUOTE VALID UNTIL:

BINDING CONDITIONS:

BROKER:

90 days except 10 days for non-payment of premium

Per policy

No Longer Applicable

er Applicable

No Longer Applicable

Not Auditable

July 1, 2019

A written request to bind coverage A written request to bind coverage

See Disclaimer Page for Important Notices and Acknowledgment

#### **Disclosures**

This proposal of insurance is provided as a matter of convenience and information only. All information included in this proposal, including but not limited to personal and real property values, locations, operations, products, data, automobile schedules, financial data and loss experience, is based on facts and representations supplied to Alliant Insurance Services, Inc. by you. This proposal does not reflect any independent study or investigation by Alliant Insurance Services, Inc. or its agents and employees.

Please be advised that this proposal is also expressly conditioned on there being no material change in the risk between the date of this proposal and the inception date of the proposed policy (including the occurrence of any claim or notice of circumstances that may give rise to a claim under any policy which the policy being proposed is a renewal or replacement). In the event of such change of risk, the insurer may, at its sole discretion, modify, or withdraw this proposal, whether or not this offer has already been accepted.

This proposal is not confirmation of insurance and does not add to, extend, amend, change, or alter any coverage in any actual policy of insurance you may have. All existing policy terms, conditions, exclusions, and limitations apply. For specific information regarding your insurance coverage, please refer to the policy itself. Alliant Insurance Services, Inc. will not be liable for any claims arising from or related to information included in or omitted from this proposal of insurance.

Alliant embraces a policy of transparency with respect to its compensation from insurance transactions, Details on our compensation policy, including the types of income that Alliant may earn on a placement, are available on our website at <a href="https://www.alliant.com">www.alliant.com</a>. For a copy of our policy or for any inquiries regarding compensation issues pertaining to your account you may also contact us at: Alliant Insurance Services, Inc., Attention: General Counsel, 701 B Street, 6th Floor, San Diego, CA 92101.

Analyzing insurers' over-all performance and financial strength is a task that requires specialized skills and in-depth technical understanding of all aspects of insurance company finances and operations. Insurance brokerages such as Alliant Insurance typically rely upon rating agencies for this type of market analysis. Both A.M. Best and Standard and Poor's have been industry leaders in this area for many decades, utilizing a combination of quantitative and qualitative analysis of the information available in formulating their ratings.

A.M. Best has an extensive database of nearly 6,000 Life/Health, Property Casualty and International companies. You can visit them at <a href="https://www.standardandpoors.com">www.standardandpoors.com</a>. For additional information regarding insurer financial strength ratings visit Standard and Poor's website at <a href="https://www.standardandpoors.com">www.standardandpoors.com</a>.

Our goal is to procure insurance for you with underwriters possessing the financial strength to perform. Alliant does not, however, guarantee the solvency of any underwriters with which insurance or reinsurance is placed and maintains no responsibility for any loss or damage arising from the financial failure or insolvency of any insurer. We encourage you to review the publicly available information collected to enable you to make an informed decision to accept or reject a particular underwriter. To learn more about companies doing business in your state, visit the Department of Insurance website for that state.

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### NY Regulation 194

Alliant Insurance Services, Inc. is an insurance producer licensed by the State of New York, Insurance producers are authorized by their license to confer with insurance purchasers about the benefits, terms and conditions of insurance contracts; to offer advice concerning the substantive benefits of particular insurance contracts; to sell insurance; and to obtain insurance for purchasers. The role of the producer in any particular transaction typically involves one or more of these activities,

Compensation will be paid to the producer, based on the insurance contract the producer sells, Depending on the insurer(s) and insurance contract(s) the purchaser selects, compensation will be paid by the insurer(s) selling the insurance contract or by another third party. Such compensation may vary depending on a number of factors, including the insurance contract(s) and the insurer(s) the purchaser selects. In some sess, other factors such as the volume of business a producer provides to an insurer or the profitability of insurance contracts a producer provides to an insurer also may affect compensation.

The insurance purchaser may obtain information about compensation expected to be received by the producer based in whole or in part on the sale of insurance to the purchaser, and (if applicable) compensation expected to be received based in whole or in part on any alternative quotes presented to the purchaser by the producer, by requesting such information from the producer.

### Other Disclosures / Disclaimers

### FATCA:

The Foreign Account Tax Compliance Act (FATCA) requires the notification of certain financial accounts to the United States Internal Revenue Service, Alliant does not provide tax advice so please contact your tax consultant for your obligation regarding FATCA.

#### Claims Reporting:

Your policy will come with specific claim reporting requirements, Please make sure you understand these obligations, Contact your Alliant Service Team with any questions,

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#### Other Disclosures / Disclaimers - Continued

#### Changes and Developments

It is important that we be advised of any changes in your operations, which may have a bearing on the validity and/or adequacy of your insurance. The types of changes that concern us include, but are not limited to, those listed below:

- Changes in any operations such as expansion to another states, new products, or new applications of existing products.
- Travel to any state not previously disclosed.

  Mergers and/or acquisition of new companies and any change in business ownership, including percentages.
- Any newly assumed contractual liability, granting of indemnities or hold harmless agreements.

  Any changes in existing premises including vacancy, whether temporary or permanent, alterations, demolition, etc. Also, any new premises either purchased, constructed or occupied
- Circumstances which may require an increased liability insurance limit,
- Any changes in fire or theft protection such as the installation of or disconnection of sprinkler systems, burglar alarms, etc., This includes any alterations to the
- Immediate notification of any changes to a scheduled of equipment, property, vehicles, electronic data processing, etc.
- Property of yours that is in transit, unless previously discussed and/or currently insured.

#### Certificates / Evidence of Insurance

A certificate is issued as a matter of information only and confers no rights upon the certificate holder. The certificate does not affirmatively or negatively amend, extend or alter the coverage afforded by a policy. Nor does it constitute a contract between the issuing insurer(s), authorized representative, producer or certificate holder.

You may have signed contracts, leases or other agreements requiring you to provide this evidence. In those agreements, you may assume obligations and/or liability for others (Indemnification, Hold Harmless) and some of the obligations that are not covered by insurance. We recommend that you and your legal counsel review these documents

In addition to providing a certificate of insurance, you may be required to name your client or customer on your policy as an additional insured. This is only possible with permission of the insurance company, added by endorsement and, in some cases, an additional premium.

By naming the certificate holder as additional insured, there are consequences to your risks and insurance policy including:

- Your policy limits are now shared with other entities; their claims involvement may reduce or exhaust your aggregate limit. Your policy may provide higher limits than required by contract; your full limits can be exposed to the additional insured.
- - There may be conflicts in defense when your insurer has to defend both you and the additional insured.

See Request to Bind Coverage page for acknowledgement of all disclaimers and disclosures.

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### **Optional Coverages**

The following represents a list of insurance coverages that are not included in this proposal, but are optional and may be available with further underwriting information.

Note some of these coverages may be included with limitations or insured elsewhere. This is a partial listing as you may have additional risks not contemplated here or are unique to your organization.

- Crime / Fidelity Insurance
- Directors & Officers Liability
- Earthquake Insurance
- Employed Lawyers
- Employment Practices Liability
- Event Cancellation
- Fiduciary Liability
- Fireworks Liability
- Flood Insurance
- Foreign Insurance
- Garage Keepers Liability
- Kidnap & Ransom

- Law Enforcement Liability
- Mcdia and Publishers Liability
- Medical Malpractice Liability
- Pollution Liability
- Owned/Non-Owned Aircraft
- Owned Watercraft
- Special Events Liability
- Student Accident
- Volunteer Accidental Death & Dismemberment (AD&D)
- Workers' Compensation
- Workplace Violence

### Glossary of Insurance Terms

Below are a couple of links to assist you in understanding the insurance terms you may find within your insurance coverages:

http://insurancecommunityuniversity.com/UniversityResources/InsuranceGlossaryFREE aspx http://www.ambest.com/resource/glossary.html http://www.irmi.com/online/insurance-glossary/default.aspx

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### Request to Bind Coverage

Bloss Memorial Health Care District

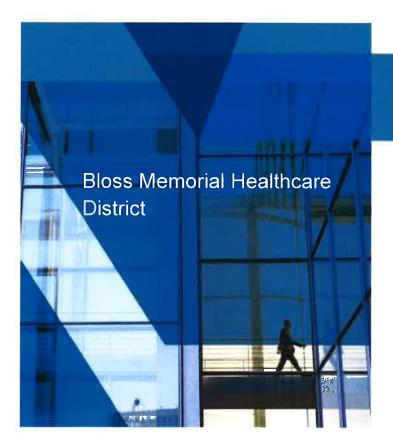
We have reviewed the proposal and agree to the terms and conditions of the coverages presented. We are requesting coverage to be bound as outlined by coverage line below:

Coverage Line	Premium	Bind Coverage for:
Commercial Property including Terrorism	S22,174.45	
	I	

This Authorization to Bind Coverage also acknowledges receipt and review of all disclaimers and disclosures, including exposures used to develop insurance terms, contained within this proposal.

Signature of Authorized Insurance Representative	Date
Title	
Printed / Typed Name	

This proposal does not constitute a binder of insurance. Binding is subject to the final carrier approval. The actual terms and conditions of the policy will prevail.



### Cyber Liability Insurance Proposal 2019-2020

Presented on June 18, 2019 by:

Chris Tobin, ARM-P Senior Vice President

Josephine Goetes, CIC, CISR Account Executive

Miki Fujii Account Manager

Alliant Insurance Services, Inc 1301 Dove Street, Suite 200 Newport Beach, CA 92660 O 949 756 0271 F 619 699 0906

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#### Line of Coverage Cyber Liability Coverage

	Proposed Coverage - Ascent	Proposed Coverage Beazley
INSURANCE COMPANY:	Ascent Underwriting	Beazley Insurance Company
	(Lloyd's of London)	(Lloyd's of London)
A.M. BEST RATING:	Not Rated	A (Excellent), Financial Size Category:
		XV (\$2 Billion or greater)
STANDARD & POOR'S RATING:	Not Rated	A+ (Strong) Verified October 2017
CALIFORNIA STATUS:	Non-Admitted	Non-Admitted
POLICY/COVERAGE TERM:	July 1, 2019 to July 1, 2020	July 1, 2019 to July 1, 2020
RETROACTIVE DATE:	Policy Inception	Policy Inception
CONTINUITY DATE:	Policy Inception	Policy Inception
PENDING OR PRIOR	Not Applicable	Not Applicable
PROCEEDINGS DATE:		
COVERAGE FORM:	Ascent CyberPro (Optio) US v2,7	Beazley Breach Response (F00653 112017 ed.) with

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Proposed Coverage - Beazley	Proposed Coverage - Ascent		
Security & Privacy Liability	Breach Response		
\$ 4.000.000	100,000 Notified Individuals		
.,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	\$2,000,000 Legal, Forensic & Public Relations/Crisis		
Multimedia & Intellectual Property Liability	Management		
\$ 4.000.000	Management		
* '!!	First Party Loss		
Event Support Expenses	\$4,000,000 Business Interruption Loss Resulting		
\$ 4.000.000	from Security Breach		
	\$4,000,000 Business Interruption Loss Resulting		
Network Interruption and Recovery	from System Failure		
\$ 4,000,000	\$1,000,000 Dependent Business Interruption Loss		
	Resulting from System Failure		
Privacy Regulatory Defense & Penalties	\$1,000,000 Dependent Business Interruption Loss		
\$ 4,000,000	Resulting from System Failure		
Network Extortion	Liability		
\$ 4,000,000	\$4,000,000 Data & Network Liability		
	\$4,000,000 Regulatory Defense & Penalties		
Electronic Theft, Computer Fraud &	\$4,000,000 Payments Cards Liabilities & Costs		
Telecommunications Fraud	\$4,000,000 Media Liability		
\$ 250,000			
Social Engineering Fraud	eCrime		
\$ 250,000	\$ 100,000 Fraudulent Instruction		
	\$ 100,000 Funds Transfer Fraud		
Reputational Damages	\$ 100,000 Telephone Fraud		
\$ 4,000,000			

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LIMITS:

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	Proposed Coverage - Beazley	Proposed Coverage – Ascent
LIMITS - CONTINUED:	Notification Expenses \$ 4,000,000  PCI Fines \$ 4,000,000  Dependent Network Interruption & Recovery \$ 250,000	Criminal Reward \$ 25,000
	<b>Bricking</b> \$ 250,000	
DEFENSE INSIDE/OUTSIDE THE LIMIT:	Inside	Inside
WHO HAS THE DUTY TO DEFEND:	Insurer	Insurer
RETENTION:	\$ 5,000 Policy Retention 8 Hours Waiting Period for Business Interruption	\$ 10,000 Policy Retention (\$5,000 for Legal) 10 Hours Waiting Period for Business Interruption

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#### Proposed Coverage - Beazley

#### ENDORSEMENT & **EXCLUSIONS:**

(including but not limited to)

- NMA 1256 Nuclear Incident Exclusion (USA)
- NMA 1477 Radioactive Contamination Clause (USA)
   LSW1001 Several Liability Notice (Insurance)

- ISW3000 Premium Payment Clause 45 Days
   Retroactive Date Full Prior Acts
   Contingent Bodily Injury Endorsement (sub limited)
- RKH Specialty Amendatory Endorsement
   Notice of Terrorism Insurance Coverage LMA9105 Endorsement

  • Deductible Waiver Endorsement
- Cyber Terrorism Endorsement
- Payment Card Industry Fines and Assessments Endorsement (as specified under Endorsed Coverages)
- Notification Expenses Outside Total Limit of Liability Endorsement (as specified under Endorsed Coverages)
- Dependent Network Interruption and Recovery Endorsement (as specified under Endorsed Coverages)

  • Bricking Endorsement (as specified under Endorsed Coverages)

- Bricking Coverage \$1,000,000 sublimit
- U.S. Treasury Department's Office Of Foreign Assets Control ("OFAC")

Proposed Coverage - Ascent

- Fraud Notice
- Privacy Policy
- Certified Acts of Terrorism Coverage And Premium Disclosure
- System Failure Coverage Endorsement
- Dependent Business Interruption Coverage Endorsement
- Dependent Business Interruption System Failure Coverage Endorsement
- Consequential Reputational Loss Endorsement \$1,000,000 subject to a six month period of indemnity and two week waiting period
- Involuntary Shutdown \$1,000,000 sublimit
- PCI DSS \$5,000,000 sublimit

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TOTAL COST:	\$ 6,500.00 Premium \$ 335.00 Policy Fee \$ 218.72 Surplus Lines Tax (3.2%) \$ 7,053.72 Total Premium	\$ 10,800.00 Premium \$ 345.60 Surplus Lines Tax (3.2%) \$ 11,146.60 Total Premium
OPTIONAL COVERAGES:	\$5,000,000 Policy Limit / \$5,000 Retention Option: \$ 7,500.00 Premium \$ 335.00 Policy Fee \$ 250.72 Surplus Lines Tax (3.2%) \$ 8,085.72 Total Premium	\$5,000,000 Policy Limit / \$10,000 Retention Option: \$ 12,500.00 Premium \$ 400.00 Surplus Lines Tax (3.2%) \$ 12,800.00 Total Premium
QUOTE VALID UNTIL:	July 01, 2019	July 01, 2019
SUBJECTIVITIES:	Application form to be signed and dated (within 30 days obinding coverage). Confirmation of surplus lines details (including name, address, license number and expiry date). Please advise what information is stored on portable devices.	* Currently, signed and dated Beazley Breach Response Application     * Non Renewal of coverage under the APIP Program

See Disclaimer Page for Important Notices and Acknowledgement

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#### Named Insured / Additional Named Insureds

#### Named Insured(s)

Bloss Memorial Healthcare District

#### Additional Named Insured(s)

None

#### NAMED INSURED DISCLOSURE

- The first named insured is granted certain rights and responsibilities that do not apply to other policy named insureds and is designated to act on behalf of all insureds for making policy changes, receiving correspondence, distributing claim proceeds, and making premium payments
- Are ALL antities listed as named insureds? Coverage is not automatically afforded to all entities unless specifically named. Confirm with your producer and service team that all entities to be protected are on the correct policy. Not all entities may be listed on all policies based on coverage line.
- Additional named insured is (1) A person or organization, other than the first named insured, identified as an insured in the policy declarations or an addendum to the policy declarations (2) A person or organization added to a policy after the policy is written with the status of named insured. This entity would have the same rights and responsibilities as an entity named as an insured in the policy declarations (other than those rights and responsibilities reserved to the first named insured).
- Applies to Professional Liability, Pollution Liability, Directors & Officers Liability, Employment Practices Liability, Fiduciary Liability policies (this list not all indusive). Check your Policy language for applicability. These policies provide protection to the Named Insured for claims made against it alleging a covered wrongful act. Coverage is not afforded to any other entities (unless specifically added by endorsement or if qualified as a "Subsidiary" pursuant to the policy wording) affiliated by common individual insured ownership or to which Indemnification is otherwise contractually owed. If coverage is desired for affiliated entities or for contractual indemnities owed, please contact your Alliant Service Team with a full list of entities for which coverage is requested. With each request, include complete financials and ownership Information for submission to the carrier. It should be noted, that the underwifler's acceptance of any proposed amendments to the policy, including expansion of the scope of "Insureds" under the policy oxuld result in a potential diminution of the applicable limits of liability and/or an additional premium charge.

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#### Disclosures

This proposal of insurance is provided as a matter of convenience and information only. All information included in this proposal, including but not limited to personal and real property values, locations, operations, products, data, automobile schedules, financial data and loss experience, is based on facts and representations supplied to Alliant insurance Services, inc. by you. This proposal does not reflect any independent study or investigation by Alliant insurance Services, inc. or its agents and employees.

Please be advised that this proposal is also expressly conditioned on there being no material change in the risk between the date of this proposal and the inception date of the proposed policy (including the occurrence of any claim or notice of circumstances that may give rise to a claim under any policy which the policy being proposed is a renewal or replacement). In the event of such change of risk, the insurer may, at its sole discretion, modify, or withdraw this proposal, whether or not this offer has already been accepted.

This proposal is not confirmation of insurance and does not add to, extend, amend, change, or eiter any coverage in any actual policy of insurance you may have. All existing policy terms, conditions, exclusions, and limitations apply. For specific information regarding your insurance coverage, please refer to the policy itself. Alliant insurance Services, inc. will not be liable for any claims arising from or related to information included in or omitted from this proposal of insurance.

Alliant embraces a policy of transparency with respect to its compensation from insurance transactions. Details on our compensation policy, including the types of income that Alliant may earn on a placement, are available on our website at <a href="www.alliant.com">www.alliant.com</a>. For a copy of our policy or for any inquiries regarding compensation issues pertaining to your account you may also contact us at: Alliant Insurance Services, Inc., Attention: General Counsel, 701 B Street, 6th Floor, San Diego, CA 92101.

Analyzing insurers' over-all performance and financial strength is a task that requires specialized skills and in-depth technical understanding of all aspects of insurance company finances and operations. Insurance brokerages such as Alliant Insurance typically rely upon rating agencies for this type of market analysis. Both A.M. Best and Standard and Poor's have been industry leaders in this area for many decades, utilizing a combination of quantitative and qualitative analysis of the information available in formulating their ratings.

A.M. Best has an extensive database of nearly 6,000 Life/Health, Property Casualty and International companies. You can visit them at <a href="https://www.ambest.com">www.ambest.com</a>. For additional information regarding insurer financial strength ratings visit Standard and Poor's website at <a href="https://www.standardandpoors.com">www.standardandpoors.com</a>.

Our goal is to procure insurance for you with underwriters possessing the financial strength to perform. Alliant does not, however, guarantee the solvency of any underwriters with which insurance or reinsurance is placed and maintains no responsibility for any loss or damage arising from the financial failure or insolvency of any insurer. We encourage you to review the publicly available information collected to enable you to make an informed decision to accept or reject a particular underwriter. To learn more about companies doing business in your state, visit the Department of Insurance website for that state.

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#### NY Regulation 194

Alliant Insurance Services, Inc. is an insurance producer licensed by the State of New York. Insurance producers are authorized by their license to confer with insurance purchasers about the benefits, terms and conditions of insurance contracts; to offer advice concerning the substantive benefits of particular insurance contracts; to self insurance; and to obtain insurance for purchasers. The role of the producer in any particular transaction typically involves one or more of these activities.

Compensation will be paid to the producer, based on the insurance contract the producer sells. Depending on the insurer(s) and insurance contract(s) the purchaser selects, compensation will be paid by the insurance solitator by another third party. Such compensation may vary depending on a number of factors, including the insurance contract(s) and the insurance selects. In some cases, other factors such as the volume of business a producer provides to an insurer or the profitability of insurance contracts a producer provides to an insurer also may affect compensation.

The insurance purchaser may obtain information about compensation expected to be received by the producer based in whole or in part on the sale of insurance to the purchaser, and (if applicable) compensation expected to be received based in whole or in part on any alternative quotes presented to the purchaser by the producer, by requesting such information from the producer.

#### Other Disclosures / Disclaimers

#### FATCA:

The Foreign Account Tax Compliance Act (FATCA) requires the notification of certain financial accounts to the United States Internal Revenue Service, Alliant does not provide tax advice so please contact your tax consultant for your obligation regarding FATCA.

#### Claims Reporting:

Your policy will come with specific claim reporting requirements. Please make sure you understand these obligations. Contact your Alliant Service Team with any questions.

#### Claims Made Policy:

This claims-made policy contains a requirement stating that this policy applies only to any claim first made against the Insured and reported to the insurer during the policy period or applicable extended reporting period. Claims must be submitted to the insurer during the policy period, or applicable extended reporting period, as required pursuant to the Claims/Loss Notification Clause within the policy in order for coverage to apply. Late reporting or failure to report pursuant to the policy's requirements could result in a disclaimer of coverage by the insurer.

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#### Other Disclosures / Disclaimers - Continued

The Non-Admitted and Reinsurance Reform Act (NRRA) went into effect on July 21, 2011. Accordingly, surplus lines tax rates and regulations are subject to change which could result in an increase or decrease of the total surplus lines taxes and/or fees owed on this placement. If a change is required, we will promptly notify you. Any additional taxes and/or fees must be promptly remitted to Alliant Insurance Services, Inc.

#### Changes and Developments

It is important that we be advised of any changes in your operations, which may have a bearing on the validity and/or adequacy of your insurance. The types of changes that concern us include, but are not limited to, those listed below:

- Changes in any operations such as expansion to another states, new products, or new applications of existing products.

  Travel to any state not previously disclosed.

  Mergers and/or acquisition of new companies and any change in business ownership, including percentages.

  Any newly assumed contractual liability, granting of indemnities or hold harmless agreements.

  Any changes in existing premises including vacancy, whether temporary or permanent, alterations, demolition, etc. Also, any new premises either numbers of constructed or occupied.
- or branges in classing prelimens including vacancy, whether temporary or permanent, alterations, demoillion, etc. Also, any new premises either purchased, constructed or occupied. Circumstances which may require an increased liability insurance limit.

  Any changes in fire or theft protection such as the installation of or disconnection of sprinkler systems, burglar alarms, etc. This includes any alterations to the system.
- to the system.

  Immediate notification of any changes to a scheduled of equipment, property, vehicles, electronic data processing, etc.

  Property of yours that is in transit, unless previously discussed and/or currently insured.

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Other Disclosures / Disclaimers - Continued

#### Certificates / Evidence of Insurance

A certificate is issued as a matter of information only and confers no rights upon the certificate holder. The certificate does not affirmatively or negatively amend, extend or alter the coverage afforded by a policy. Nor does it constitute a contract between the issuing insurer(s), authorized representative, producer or certificate holder.

You may have signed contracts, leases or other agreements requiring you to provide this evidence. In those agreements, you may assume obligations and/or liability for others (Indemnification, Hold Harmless) and some of the obligations that are not covered by insurance. We recommend that you and your legal counsel review these documents.

In addition to providing a certificate of insurance, you may be required to name your client or customer on your policy as an additional insured. This is only possible with permission of the insurance company, added by endorsement and, in some cases, an additional premium.

- By naming the certificate holder as additional insured, there are consequences to your risks and insurance policy including:

   Your policy limits are now shared with other entities; their claims involvement may reduce or exhaust your aggregate limit. Your policy limits are now shared with other entities; their claims involvement may require or extraust your aggregate.
   Your policy may provide higher limits than required by contract; your full limits can be exposed to the additional insured.
   There may be conflicts in defense when your insurer has to defend both you and the additional insured.

See Request to Bind Coverage page for acknowledgment of all disclaimers and disclosures.

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#### Request to Bind Coverage

We have reviewed the proposal and agree to the terms and conditions of the coverages presented. We are requesting coverage to be bound as outlined by coverage line below:

C	overage	Effective Date:	Bind Coverage for:
•	Ascent Options: \$4,000,000 Limit / \$6,000 Retention Option \$7,053,72 (includes \$335 Policy Fee / \$218.72 Surplus Lines Taxes and Fees)	July 1, 2019	D
	\$5,000,000 Limit / \$5,000 Reterition Option \$8,085,72 (includes \$335 Policy Fee / \$250,72 Surplus Lines Taxes and Fees)	July 1, 2019	
•	Beaziev Options: \$4,000,000 Limit / \$10,000 Retention Option \$11,145.60 (includes \$345.60 Surplus Lines Taxes and Fees)	July 1, 2019	D
	\$5,000,000 Limit / \$10,000 Retention Option \$12,900,00 (includes \$400,00 Surplus Lines Taxes and Fees)	July 1, 2019	

This Authorization to Bind Coverage also acknowledges receipt and review of all disclaimers and disclosures, including exposures used to develop insurance terms, contained within this proposal.

Signature of Authorized Insurance Representative	Date
Title	_
Printed / Typed Name This proposal does not constitute a hinder of insurance	e. Binding is subject to the final carrier approval. The actual terms and
	is of the policy will prevail.

Date Issued: 6/18/19

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## RATIFICATION OF DENTAL SURGERY CENTERS OF AMERICA NOTE

,

#### **BUSINESS LOAN AND SECURITY AGREEMENT**

This Business Loan and Security Agreement ("Agreement") is made by and between Bloss Memorial Healthcare District, a California public entity ("Lender"), and Dental Surgery Centers of America, a California corporation ("Borrower"), and is dated for reference purposes on the date executed by Borrower.

#### RECITALS

- A. Lender is a healthcare district the stated mission of which is to help provide accessible medical and dental care for, and to strive to meet the changing needs of, its patients by partnering with other healthcare organizations.
- B. Borrower operates dental surgery centers for children patients, and wishes to acquire certain equipment and supplies for use in operating a dental surgery center to be located at 145 South Newmark Avenue, Parlier, California 93648 (the "Parlier Center").
- C. Lender wishes to loan to Borrower, and Borrower wishes to borrow from Lender, the funds necessary to acquire the equipment and supplies for the Parlier Center.

#### AGREEMENT

#### 1. LOAN.

Subject to the terms and conditions set forth herein, effective upon Closing, Lender hereby loans to Borrower, and Borrower hereby borrows from Lender, the sum of Eighty-Thousand Dollars (the "Loan"), for use in acquiring equipment and supplies for the Parlier Center.

#### 2. REPAYMENT TERMS.

#### 2.1. Monthly Payments.

Borrower shall make thirty-five monthly installments of Two-Thousand Four-Hundred Fifty-One Dollars and Ninety-Two Cents (\$2,451.92), followed by a thirty-sixth monthly payment of Two-Thousand Four-Hundred Fifty-One Dollars and Ninety-Three Cents (\$2,451.93); the first of such monthly payment shall be due by the thirtieth (30th) day after Closing.

#### 2.2. Security Agreement.

As security for amounts owing in respect of the Credit, Borrower shall deliver to Lender at closing a properly made out Form UCC-1 Financing Statement, in the form of Exhibit "A" hereto, showing Borrower as the Debtor, and Lender as the Secured Party, and specifically identifying the equipment and supplies acquired with the Loan.

#### 3. CLOSING.

Closing shall take place on June 24, 2019, at 3:00 p.m., at 3605 Hospital Road, Suite H, Atwater, California 95301.

#### 4. LENDER'S DUTIES, REPRESENTATIONS AND WARRANTIES.

#### 4.1. Litigation.

There is no pending or threatened legal action which, if decided adversely to Lender, would cause a material adverse change to the ability of Lender to perform under this Agreement.

#### 4.2. No Breach.

Consummating the transaction(s) described in this Agreement will not cause a material breach of any contract or agreement to which Lender is a party.

#### 4.3. Necessary Approvals.

Lender has secured and provided all approvals by its governing Board necessary to allow Lender to enter into this Agreement.

#### 5. BORROWER'S DUTIES, REPRESENTATIONS AND WARRANTIES.

#### 5.1. Litigation.

There is no pending or threatened legal action which, if decided adversely to Borrower, would cause a material adverse change to the ability of Borrower to perform under this Agreement.

#### 5.2. No Breach.

Consummating the transaction(s) described in this Agreement will not cause a material breach of any contract or agreement to which Borrower is a party.

#### 5.3. Capacity.

Borrower is a California corporation in good standing, and has legal capacity to enter into this Agreement. Borrower's officers and agents will have full authority to perform under this Agreement at and after Closing.

#### 6. ARBITRATION.

Any controversy or claim arising out of or relation to this Agreement, or its breach, shall be settled by arbitration conducted in Fresno, California, under the rules of the American Arbitration Association for Large, Complex Commercial Disputes; and, judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction.

#### GENERAL PROVISIONS.

#### 7.1. Entire Agreement.

This Agreement constitutes the whole and entire agreement of the parties regarding the subject matter of this Agreement, and replaces and supersedes all prior written and oral

agreements by and among the parties.

#### 7.2. Counterparts.

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

#### 7.3. Governing Law/Severability.

This Agreement shall be construed and enforced under the laws of the State of California; provided, however, this Agreement shall not be interpreted against either party as the party preparing or causing preparation of this Agreement. If any provision of this Agreement is determined by any court of competent jurisdiction or arbitrator to be invalid, illegal, or unenforceable to any extent, that provision shall, if possible, be construed as though more narrowly drawn, if a narrower construction would avoid such invalidity, illegality, or unenforceability or, if that is impossible, such provision shall, to the extent of such invalidity, illegality, or unenforceability, be severed, and the remaining provisions of this Agreement shall remain in effect.

#### 7.4. Binding Effect.

This Agreement shall bind and inure to the benefit of the parties and their heirs, personal representatives, and permitted successors and assigns. This Agreement is made solely to benefit the parties to this Agreement and their respective permitted successors and assigns, and no other person or entity shall have or acquire any right by virtue of this Agreement.

#### 7.5. Reasonable Assurances.

The parties to this Agreement shall promptly execute and deliver any and all additional documents, instruments, notices, and other assurances, and shall do any and all other acts and things, reasonably necessary in connection with the performance of their respective obligations under this Agreement and to carry out the intent of the parties.

#### 7.6. No Agency or Partnership.

No provision of this Agreement shall be construed to constitute Lender as an agent or partner of Borrower, or Borrower as an agent or partner of Lender.

#### 7.7. <u>Titles and Headings.</u>

Any titles and headings in this Agreement are inserted as a matter of convenience and for ease of reference only and shall be disregarded for all other purposes, including the construction or enforcement of this Agreement or any of its provisions.

#### 7.8. Amendments.

This Agreement may be altered, amended, or repealed only by a writing signed by the parties.

#### 7.9. Time of the Essence.

Time is of the essence of every provision of this Agreement that specifies a time for performance.

#### 7.10. Assignment by Borrower.

Borrower may assign no right or interest arising under this Agreement or in the Assets without the prior written consent of Lender, which consent shall not be unreasonably withheld.

#### 7.11. Attorney's Fees.

If any dispute arises between the parties regarding any aspect of this Agreement, the prevailing party in such dispute may recover from the non-prevailing party, the prevailing party's reasonable costs in connection therewith including, without limitation, reasonable attorneys' fees, through final disposition, including final appeal.

#### 7.12. Notices.

All notices, requests, demands, and other communications under this Agreement must be in writing, and will be considered to have been duly given on the date of service if served personally on the party to whom notice is to be given, or on the second day after mailing if mailed to the party to whom notice is to be given, by first class mail, registered or certified, postage prepaid, and properly addressed to:

To Lender:	Bloss Memorial Healthcare District 3605 Hospital Road Atwater, California 95301		
To Borrower:	David Thompson Dental Surgery Centers of America P.O. Box 228 Prather, California 93651		
	"Borrower"		"Lender"
Chief I	Thompson Executive Officer Surgery Centers of America	Ву:	Edward H. Lujano, Ph.D. Chief Executive Officer Bloss Memorial Healthcare District
Dated: June _	_, 2019	Dated:	June, 2019

	nal)				
B <sub>*</sub> E-MAIL CONTACT AT FILER (optional)					
C. SEND ACKNOWLEDGMENT TO: (Name and A	ddress)				
			<b></b>		
, DEBTOR'S NAME: Provide only one Debtor name (		name; do not omit, modify, or abbreviate	any part of the Debtor		ndividual Debto
name will not fit in line 1b, leave all of item 1 blank, check  1a, ORGANIZATION'S NAME	; here and provide t	the Individual Debtor information in item	10 of the Financing St	atement Addendum (Form U	CC1Ad)
DR 15, INDIVIDUAL'S SURNAME		FIRST PERSONAL NAME	LADDITIC	NAL NAME(S)/INITIAL(S)	SUFFIX
		THOU TENGOTAL IN NA	//SSITIO	TATE TANKE (O)/TATTIAL(O)	JOOITIA
c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY
DEBTOR'S NAME: Provide only one Debtor name (2 name will not fit in line 2b, leave all of item 2 blank, check 2a. ORGANIZATION'S NAME		name; do not omit, modify, or abbreviate the Individual Debtor information in item			
2b. INDIVIDUAL'S SURNAME		FIRST PERSONAL NAME	ADDITIO	NAL NAME(S)/INITIAL(S)	SUFFIX
		CITY	STATE	POSTAL CODE	COUNTRY
C. MAILING ADDRESS					
SECURED PARTY'S NAME (or NAME of ASSIGN 3a, ORGANIZATION'S NAME	EE of ASSIGNOR SECU	RED PARTY): Provide only one Secured	l Party name (3a or 3t	)	ul-
. SECURED PARTY'S NAME (or NAME of ASSIGN	EE of ASSIGNOR SECU	RED PARTY): Provide only one Secured FIRST PERSONAL NAME		NAL NAME(S)/INITIAL(S)	SUFFIX
SECURED PARTY'S NAME (or NAME of ASSIGN 3a, ORGANIZATION'S NAME	EE of ASSIGNOR SECU				SUFFIX

5. Check only if applicable and check only one box: Collateral is held in a Trust (see UCC1Ad, item 17 and Instructions)	being administered by a Decedent's Personal Representative
6a. Check only if applicable and check only one box:	6b. Check only if applicable and check only one box:
Public-Finance Transaction Manufactured-Home Transaction A Debtor is a Transmitting Utility	Agricultural Lien Non-UCC Filing
7. ALTERNATIVE DESIGNATION (if applicable): Lessee/Lessor Consignee/Consignor Seller/Buye	er Bailee/Bailor Licensee/Licensor
8, OPTIONAL FILER REFERENCE DATA:	

**UCC FINANCING STATEMENT ADDENDUM FOLLOW INSTRUCTIONS** 9, NAME OF FIRST DEBTOR: Same as line 1a or 1b on Financing Statement; if line 1b was left blank because Individual Debtor name did not fit, check here 9a, ORGANIZATION'S NAME OR 95, INDIVIDUAL'S SURNAME FIRST PERSONAL NAME ADDITIONAL NAME(S)/INITIAL(S) SUFFIX THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY 10, DEBTOR'S NAME: Provide (10a or 10b) only one additional Debtor name or Debtor name that did not fit in line 1b or 2b of the Financing Statement (Form UCC1) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name) and enter the mailing address in line 10c 10a, ORGANIZATION'S NAME OR 10b. INDIVIDUAL'S SURNAME INDIVIDUAL'S FIRST PERSONAL NAME INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S) SUFFIX 10c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY ASSIGNOR SECURED PARTY'S NAME: Provide only one name (11a or 11b) ADDITIONAL SECURED PARTY'S NAME or 11a. ORGANIZATION'S NAME OR 11b. INDIVIDUAL'S SURNAME FIRST PERSONAL NAME ADDITIONAL NAME(S)/INITIAL(S) SUFFIX 11c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY 12. ADDITIONAL SPACE FOR ITEM 4 (Collateral): This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS (if applicable) 14. This FINANCING STATEMENT: covers timber to be cut covers as-extracted collateral is filed as a fixture filing 15. Name and address of a RECORD OWNER of real estate described in item 16 16. Description of real estate: (if Debtor does not have a record interest):

17. MISCELLANEOUS:

### APPROVAL OF FY 2020 BUDGET

#### BLOSS MEMORIAL HEALTHCARE DISTRICT FY 2020 BUDGET

The 2020 Budget Reports are attached and include both the Summary and Detail Formats.

The FY 2020 Budget reflects a projected accrual Net Profit of \$265,631 which includes Other Operating Revenue of \$142,514 and a Net Non-Operating Revenue of \$2,586,649.

An overview of Budget Development and significant changes is as follows:

#### **Total Net Operating Revenue**

No Patient Revenue is expected with the sale of the two Surgery Centers, effective June 1, 2018. According to the Sales Agreement Bloss Memorial District will receive any outstanding accounts receivable due to Children's Dental Surgery Center and Central California Dental Surgery Center through May 31, 2018.

Other Revenue includes an estimated \$6,369 for Special Dividends from Beta liability insurance and \$136,145 of Service Reimbursement for BMHD Administrative Service Agreement between Dental Surgery Centers of America (DSCA).

#### **Total Non-Operating Revenues**

Bloss Trust is calculated at \$549,685 reflecting the anticipated Year End Distributions for FY 2020. Bloss Trust Revenue is budgeted at actual receipts of FY 2019, expected to be conservative.

Property Tax Revenue is budgeted at the actual receipts of FY 2019 to reflect the tax income earned paid to Bloss Memorial Healthcare District from Merced County in the amount of \$377,766.

Interest Income is estimated at \$134,524 for Promissory Notes and Working Capital Loan totaling \$2,150,000 at 6.0% simple interest. Interest Income also includes an additional Working Capital Loan in the amount of \$80,000 with simple interest of 6.5%. These agreement are between Bloss and DSCA.

Bloss Memorial Health Care District are landlords to two facilities located in Atwater, California. Rental Income is calculated with the current lease agreements with the annual 2% increase and is budgeted at \$1,468,982.

Total operating expense is estimated at \$2,399,852 for the operations of the two facilities located at the Bloss and Castle site. Total operating expense includes half of the rental costs for Sierra Kings located at 145 S. Newmark Avenue, Parlier, California. Dental Surgery Centers of America has signed a Commercial Sublease Agreement and will reimburse Bloss half of the facility Rent. DSCA is responsible for Utilities, Alarm,

Phone, Yard Maintenance, Bio Hazzard, Technology, Real Property Taxes, Personal Property taxes and Building Maintenance. These items have been exclude from the Bloss budget.

#### **Operating Expenses**

#### Salaries and Benefits

Total Salaries and Benefits includes the annual increase in compensation and corresponding benefits to obtain Executive Services in the amount of \$179,880.

#### **Professional Fees**

Professional Fees total is \$92,471 for Legal Fees, Auditing, and Other Contacted Services which include maintenance services provided by Castle Family Health Centers.

#### **Supplies**

The supply expense estimate is for office supplies used for monthly board meetings and minor building maintenance supplies for the two facilities located at Bloss and Castle.

#### **Purchased Services**

The majority of expense in purchased services consists of Other Purchased Services in the amount of \$736,824. These services include pest control, housekeeping, security services, monitoring, lawn care and building repairs and maintenance.

#### **Depreciation**

Depreciation Expense is projected on the schedule of existing Assets with the exclusion of CCDSC and Sierra Kings assets. Additional depreciation expense was included in Buildings and Improvements for roof repairs of the two sites located at Bloss and Castle.

#### **Utilities**

The majority of operating expense is budgeted in utilities for electricity, gas, water, garbage, and sewer totaling \$427,957.

#### Other Operating

Other operating expense budget is for facility liability insurance, Telephone, Training, and other expense.

#### **SUMMARY**

Bloss Memorial Healthcare District, A Public Entity	FY 20 BUDGET
NET PATIENT REVENUE	0
OTHER REVENUE	142,514
TOTAL NET OPERATING REVENUE	142,514
OPERATING EXPENSES	
SALARIES AND WAGES	156,496
EMPLOYEE BENEFITS	23,385
PROFESSIONAL FEES	92,471
SUPPLIES	10,536
PURCHASED SERVICES	736,824
DEPRECIATION	635,235
RENTS AND LEASES	114,612
UTILITIES	427,957
INSURANCE	172,290
OTHER EXPENSE	30,047
TOTAL OPERATING EXPENSE	2,399,852
NET INCOME FROM OPERATIONS	-2,257,338
NON-OPERATING REVENUE	2,586,649
NON-OPERATING EXPENSE	63,681
NET NON-OPERATING INCOME	2,522,969
NET INCOME	265,631

#### DETAILED

#### **FY 20 BUDGET**

#### **REVENUES**

NET PATIENT REVENUE	0
SERVICE REIMBURSEMENT	136,145
MISC OTHER OPERATING REVENUE	6,369
TOTAL OTHER OPERATING REVENUE	142,514
TOTAL NET OPERATING REVENUE	142,514
	=======================================
EXPENSES	
SALARIES	
MANAGEMENT AND SUPERVISION	146,807
VACATION EXPENSE	9,689
TOTAL SALARIES	156,496
BENEFITS	
FICA	11,304
UNEMPLOYMENT INSURANCE PENSION PLAN	6,291 5,790
TOTAL BENEFITS	23,385
TOTAL SALARIES AND BENEFITS	179,880
	3
PROFESSIONAL FEES	
CONSULTING & MANAGEMENT	2,061
LEGAL ACCOUNTING/AUDIT	65,587 10,000
OTHER CONTRACTED SERVICE	14,823
TOTAL PROFESSIONAL FEES	92,471
SUPPLIES	
FOOD	992
OFFICE SUPPLIES	1,295

OTHER MINOR EQUIPMENT	889
OTHER NON-MEDICAL SUPPLIES	3,605
FREIGHT ON PURCHASES	3,755
THEIGHT ON TONOTONIES	0
TOTAL SUPPLIES	10,536
PURCHASED SERVICES	
REPAIRS AND MAINTENANCE	263,335
MANAGEMENT SERVICES	10,200
OTHER PURCHASED SERVICES	463,289
TOTAL PURCHASED SERVICES	736,824
DEPRECIATION	
DEPREC-BUILDINGS & IMPROVEMENT	581,801
DEPREC-LEASEHOLD IMPROVEMENT	9,885
DEPREC-EQUIPMENT	43,549
TOTAL DEPRECIATION	635,235
RENTS AND LEASES	
RENTAL - BUILDING SIERRA KINGS	114,612
TOTAL RENTS AND LEASES	114,612
TOTAL REITTO AND LEAGES	-1-7,0-1
UTILITIES	220.066
ELECTRICITY NATURAL GAS	329,066 45,472
NATURAL GAS	43,472
VA/ATED	
WATER	20,705
WATER UTILITIES - OTHER	
	20,705
UTILITIES - OTHER	20,705 32,714
UTILITIES - OTHER	20,705 32,714
TOTAL UTILITIES	20,705 32,714 <b>427,957</b>
OTHER OPERATING EXPENSES	20,705 32,714 427,957 172,290 13,600
TOTAL UTILITIES  OTHER OPERATING EXPENSES INSURANCE	20,705 32,714 427,957 172,290 13,600 6,000
TOTAL UTILITIES  OTHER OPERATING EXPENSES INSURANCE TAX AND LICENSE	20,705 32,714 427,957 172,290 13,600
TOTAL UTILITIES  OTHER OPERATING EXPENSES INSURANCE TAX AND LICENSE TRAINING	20,705 32,714 427,957 172,290 13,600 6,000
TOTAL UTILITIES  OTHER OPERATING EXPENSES INSURANCE TAX AND LICENSE TRAINING TELEPHONE	20,705 32,714 427,957 172,290 13,600 6,000 2,860

TOTAL OTHER OPERATING EXPENSE	202,337
TOTAL OPERATING EXPENSE	2,399,852
NET INCOME FROM OPERATIONS	(2,257,338)
NON-OPERATING REVENUES	
BLOSS TRUST	549,685
GAIN ON INVESTMENTS	55,692
INTEREST INCOME	134,524
PROPERTY TAX REVENUE	377,766
RENTAL INCOME	1,468,982
TOTAL NON-OPERATING REVENUE	2,586,649
NON-OPERATING EXPENSE	
LOSS ON MARKETABLE SECURITY	63,681
TOTAL NON-OPERATING EXPENSE	63,681
NET NON-OPERATING INCOME	2,522,969
NET INCOME (LOSS)	265,631

## QUOTES FOR RE-PAVEMENT OF BLOSS SITE (1251 Grove Avenue) PARKING LOT

C. Gibson Paving \$15,826.00

Phase 1 Construction \$32,800.00

Top Job Paving \$13,500.00

# C. GIBSON PAVING

#### C. Gibson Paving ASPHALT PAVING CONTRACT Chris: 559-479-2720 21864 Road 20 ½ DATE: 06/19/2019 Chowchilla, CA 93610 NAME: Bloss Memorial PHONE: (209) 381-2000 **ESTIMATE** INVOICE STREET: 1251 Grove Ave **SEAL COATING** CITY/STATE: Atwater CA 95301 JOB LOCATION: We accept Visa & Master Card Contractor proposes to furnish all materials and perform all labor necessary to complete the following: - Clean approximatley 35,648sqft of asphalt aprking and drive area with power broom and blowers - Slurry seal parking and drive area's - Restripe to existing lay out - Saw cut small area base and compact and lay hot mix asphalt Total \$ 15,826.00 All the above work is to be completed in a substantial and workmanlike manner according to standard practices for the sum of The amount of work or services to be performed or description of materials or equipment to be supplied as stated above. The balance of the contract is to be paid upon completion. This proposal is valid 60 days from above date, and accepted on or before that date, work will commence and will be completed approximately on \_subject to delays caused by acts of God, stormy weather, uncontrollable labor trouble, or unforeseen contingencies. Failure by contractor without lawful excuse to substantially commence work within twenty (20) days from the approximate date specified in this proposal and contract when work will begin is a violation of the contractor's license law. Any alteration or deviation from the above specification, including but not limited to any such alteration or deviation involving additional material and/or labor costs, will be executed only upon written order for same, signed by Owner and Contractor, and if there is any change for such alteration or deviation, the additional charge will be added to the contract price of this contract. If any payment is not made when due, Contractor may suspend work on the job until such time as all payments due have been made. A failure to make payment for a period in excess of 3 days from the due date of the payment shall be deemed a material breach of this contract. NOTICE TO OWNER OR TENANT: You have the right to require Contractor to have a performance and payment bond. If either the proposal and/or the acceptance of this Proposal and Contract is made at other than the premises at which Contractor or Owner normally carries on a business, then you, the Buyer, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction. The provision that Owner may cancel this transaction within three business days shall not apply to a contract in which Owner has initiated protection of persons or real or personal statement describing the situation requiring immediate remedy and expressly acknowledging and waiving the right to cancel the sale within three business days. Contractors are required by law to be licensed and regulated by the Contractor's State License Board. Any questions concerning a contractor may be referred to the Registrar, Contractor's State License Board. P.O. Box 26000, Sacramento, California 95826. **ACCEPTANCE** You are hereby authorized to furnish all materials and labor required to compete the work mentioned in this Proposal, for which I/we agree to pay the contract price mentioned in this Proposal, and according to the terms thereof. I/we acknowledge that before entering into this contract, I/we have read and agree to the provisions contained on the front hereof, and in any attachments hereto, which are made a part hereof and are described as the contract work specified above. Property owner or party of first part having read in full all terms and conditions of this contract, agrees too and within full, and thereby accepts all terms and conditions of contract doing so affixes his and or her signature to bind all terms and set with only one additional condition. That workman shall not be liable for any storms, earthquakes, floods, wind, rain, war, riots or any other act of God that would delay said work.

NOT RESPONSIBLE FOR VEGETATION OR LOW SPOTS

cgibsonpaving@yahoo.com

Property owner or agent

His and or her spouse

Contractor or foreman CHRIS GIBSON

# PHASE 1 CONSTRUCTION



PO Box 665 Atwater, CA 95301

#### **ESTIMATE**

DATE	ESTIMATE NO.		
6/12/2019	61219		

#### CUSTOMER / ADDRESS

BLOSS MEMORIAL 1251 GROVE AVE ATWATER CA 95301

C.F.H.C RICK RAMIREZ		P.O. No.	TERMS	PRO	JECT
				CFHC GROVE AVE	
Item No.	Description	Quantity	U/M	Cost Each	Total
1	REMOVE AND REPLACE 3100SF OF ASPHALT WITH 2' AC OVER	1	LS	\$32,800.00	\$32,800.00
	3" COMPACTED AGGREGATE BASE.				
	RE SEAL CRACKS AND RESURFACE ENTIRE PARKING LOT WITH				
	SLURRY COAT AND RESTRIPE PARKING STALLS ,5 HANDICAP				
	MARKERS AND 9 DIRECTIONAL ARROWS				
				_	
	Note:				
	Fees and/or permits are excluded.				
	2. Excludes Construction Staking.				
	3. Excludes SWPPP Requirements.				
	4)	ТОТА	L	\$32,80	00.00
CCL#	E-MAIL	PHONE		FAX	
61389 A, B	eddie@phase1construction.com	209.358.7122	209	358.7125	

# TOP JOB PAVING

#### ESTIMATE

Rick

**Top Job Paving** 510 Almond Ave Suite 42 Estimate # 000113 Turlock, Ca 95380 Date 06/19/2019 Phone: (209) 534-2552 Email: topjobpaving@yahoo.com Description **Total Estimate** \$0.00 Bloss parking lot Clean all parking lot Will over lay all parking lot with new asphalt Re-strip all parking lines and handicaps Ceament in big sink hole to make foundation Than patch with asphalt Apply glue on asphalt before paving will apply petro Matt on cracks were needed Compact all asphalt with steam roller to a smooth finish Apply sand coating on parking lot patching defected asphalt area we're needed to be patch restriping Prefill cracks before seal coating For overlay 42,500.00 coating price will be 13,500 Subtotal \$0.00 **Total** \$0.00

Rick