

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/29/2020

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

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

7517 Highway 75 South Huntsville TX 77340 INSURER D: INSURER E: INSURER F:	
7517 Highway 75 South Huntsville TX 77340 INSURER D:	
7517 Highway 75 South	
7517 Highway 75 South INSURER C:	
Daves Achievement Center, Inc.	
Bayes Achievement Center, Inc. Bayes Achievement Center, Inc.	22945
	18058
Houston TX 77008 Insurer(s) Affording coverage	NAIC#
427 W. 20th Street, Suite 500 E-MAIL ADDRESS: jwilliams@adamsins.com	
Adams Risk Management Services, LLC Adams Insurance Service, Inc. PHONE (A/C, No, Ext): 713-869-8346 FAX (A/C, No, Ext): 713-869-8346	44
PRODUCER CONTACT NAME: Janet Williams	

COVERAGES CERTIFICATE NUMBER: 984865698 REVISION NUMBER:

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

TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	S
X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR	Y	Υ	PHPK2221000	1/1/2021	1/1/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000 \$ 100,000
						MED EXP (Any one person)	\$10,000
						PERSONAL & ADV INJURY	\$1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$3,000,000
X POLICY PRO- JECT LOC						PRODUCTS - COMP/OP AGG	\$3,000,000
OTHER:							\$
AUTOMOBILE LIABILITY	Ν	N	PHPK2221000	1/1/2021	1/1/2022	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
X ANY AUTO						BODILY INJURY (Per person)	\$
OWNED SCHEDULED AUTOS ONLY						BODILY INJURY (Per accident)	\$
HIRED NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
							\$
X UMBRELLA LIAB X OCCUR	Υ	Υ	PHUB751269	1/1/2021	1/1/2022	EACH OCCURRENCE	\$5,000,000
EXCESS LIAB CLAIMS-MADE						AGGREGATE	\$
DED X RETENTION \$ 10,000							\$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		Υ	0001113004	1/1/2021	1/1/2022	X PER OTH- STATUTE ER	
ANYPROPRIETOR/PARTNER/EXECUTIVE] N/A					E.L. EACH ACCIDENT	\$1,000,000
(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	\$1,000,000
If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$1,000,000
Professional Liab Sexual Abuse/Molestation	Ν	N	PHPK2221000	1/1/2021	1/1/2022	Each Prof. Incident Aggregate Each Incident/Agg	1,000,000 3,000,000 1,000,000
	TYPE OF INSURANCE X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRODUCT JECT LOC OTHER: AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY AUTOS NON-OWNED AUTOS ONLY AUTOS ONLY HIRED AUTOS ONLY AUTOS ONLY X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION \$ 10,000 WORKERS COMPENSATION AND PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Professional Liab	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO- OTHER: AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY HIRED AUTOS ONLY AUTOS ONLY X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION \$ 10,000 WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Professional Liab N OCCUR Y Y/N N/A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY JECT LOC OTHER: AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY AUTOS HIRED NON-OWNED AUTOS ONLY AUTOS ONLY AUTOS ONLY X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION \$ 10,000 WORKERS COMPENSATION AND FOR PROPRIETOR PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Professional Liab N N	TYPE OF INSURANCE X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRODUCY JECT LOC OTHER: AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY AUTOS ONLY AUTOS ONLY X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION \$ 10,000 WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PATNIER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Professional Liab N N PHPK2221000	TYPE OF INSURANCE INSD WVD POLICY NUMBER (MM/DD/YYYY) X COMMERCIAL GENERAL LIABILITY Y PHPK2221000 1/1/2021 GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER: AUTOMOBILE LIABILITY N N PHPK2221000 1/1/2021 X ANY AUTO OWNED AUTOS ONLY HIRED NON-OWNED AUTOS ONLY AUTOS ONLY AUTOS ONLY X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION \$ 10,000 WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Professional Liab N N PHPK2221000 1/1/2021	TYPE OF INSURANCE	TYPE OF INSURANCE INSD WVD POLICY NUMBER (MM/DD/YYYY) (MM/DD/YYYYY) (MM/DD/YYYYY) (MM/DD/YYYYYY) (MM/DD/YYYYYY) (MM/DD/YYYYY) (MM/DD/YYYYYY) (MM/DD/YYYYY) (MM/DD/YYYYYY) (MM/DD/YYYYYY) (MM/DD/YYYYYY) (MM/DD/YYYYYY) (MM/DD/YYYYYY) (MM/DD/YYYYYY) (MM/DD/YYYYYY) (MM/DD/YYYYYYYYYY) (MM/DD/YYYYYY) (MM/DD/YYYYYYYYYYYYYYYYYYYYYYYYYYYYYYYYY

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

THE GENERAL LIABILITY POLICY INCLUDES THE FOLLOWING ENDORSEMENT: 1) PI-GLD-HS (10/11)-GENERAL LIABILITY DELUXE ENDORSEMENT - WHO IS AN INSURED IS AMENDED TO INCLUDE AS ADDITIONAL INSURED ANY PERSON OR ORGANIZATION WHEN YOU HAVE AGREED IN A WRITTEN CONTRACT THAT SUCH PERSON OR ORGANIZATION BE ADDED AS AN ADDITIONAL INSURED ON YOUR POLICY BUT ONLY WITH RESPECTS TO YOUR OPERATIONS, YOUR WORK OR FACILITIES OWNED OR USED BY YOU. ENDORSEMENT ALSO INCLUDES WAIVER OF SUBROGATION WHEN REQUIRED BY WRITTEN CONTRACT.

CRIME POLICY NUMBER PHPK2221000 WITH PHILADELPHIA INDEMNITY INSURANCE COMPANY/POLICY DATES: 1/1/21 TO 1/1/22 - \$50,000 LIMIT

CERTIFICATE HOLDER	CANCELLATION
MT. DIABLO UNIFIED SCHOOL DISTRICT	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
1936 CARLOTTA DRIVE CONCORD CA 94519-1397	AUTHORIZED REPRESENTATIVE Marin & Adam

PI-GLD-HS (10/11)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GENERAL LIABILITY DELUXE ENDORSEMENT: HUMAN SERVICES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE

It is understood and agreed that the following extensions only apply in the event that no other specific coverage for the indicated loss exposure is provided under this policy. If such specific coverage applies, the terms, conditions and limits of that coverage are the sole and exclusive coverage applicable under this policy, unless otherwise noted on this endorsement. The following is a summary of the Limits of Insurance and additional coverages provided by this endorsement. For complete details on specific coverages, consult the policy contract wording.

Coverage Applicable	Limit of Insurance	Page #	
Extended Property Damage	Included	2	
Limited Rental Lease Agreement Contractual Liability	\$50,000 limit	2	
Non-Owned Watercraft	Less than 58 feet	2	
Damage to Property You Own, Rent, or Occupy	\$30,000 limit	2	
Damage to Premises Rented to You	\$1,000,000	3	
HIPAA	Clarification	4	
Medical Payments	\$20,000	5	
Medical Payments - Extended Reporting Period	3 years	5	
Athletic Activities	Amended	5	
Supplementary Payments – Bail Bonds	\$5,000	5	
Supplementary Payment – Loss of Earnings	\$1,000 per day	5	
Employee Indemnification Defense Coverage	\$25,000	5	
Key and Lock Replacement - Janitorial Services Client Coverage	\$10,000 limit	6	
Additional Insured – Newly Acquired Time Period	Amended	6	
Additional Insured – Medical Directors and Administrators	Included	7	
Additional Insured – Managers and Supervisors (with Fellow Employee Coverage)	Included	7	
Additional Insured – Broadened Named Insured	Included	7	
Additional Insured – Funding Source	Included	7	
Additional Insured – Home Care Providers	Included	7	
Additional Insured - Managers, Landlords, or Lessors of Premises	Included	7	
Additional Insured - Lessor of Leased Equipment	Included	7	
Additional Insured – Grantor of Permits	Included	8	
Additional Insured – Vendor	Included	8	
Additional Insured – Franchisor	Included	9	
Additional Insured – When Required by Contract	Included	9	
Additional Insured – Owners, Lessees, or Contractors	Included	9	
Additional Insured – State or Political Subdivisions	Included	10	

Policy #: PHPK2221000 Effective: 1/15/21-1/1/22

PI-GLD-HS (10/11)

Duties in the Event of Occurrence, Claim or Suit	Included	10
Unintentional Failure to Disclose Hazards	Included	10
Transfer of Rights of Recovery Against Others To Us	Clarification	10
Liberalization	Included	11
Bodily Injury – includes Mental Anguish	Included	11
Personal and Advertising Injury – includes Abuse of Process, Discrimination	Included	11

Waiver of Subrogation

A. Extended Property Damage

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection **2. Exclusions**, Paragraph **a.** is deleted in its entirety and replaced by the following:

a. Expected or Intended Injury

"Bodily injury" or property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

B. Limited Rental Lease Agreement Contractual Liability

SECTION I – COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection 2. Exclusions, Paragraph b. Contractual Liability is amended to include the following:

(3) Based on the named insured's request at the time of claim, we agree to indemnify the named insured for their liability assumed in a contract or agreement regarding the rental or lease of a premises on behalf of their client, up to \$50,000. This coverage extension only applies to rental lease agreements. This coverage is excess over any renter's liability insurance of the client.

C. Non-Owned Watercraft

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection 2. Exclusions, Paragraph g. (2) is deleted in its entirety and replaced by the following:

- (2) A watercraft you do not own that is:
 - (a) Less than 58 feet long; and
 - (b) Not being used to carry persons or property for a charge;

This provision applies to any person, who with your consent, either uses or is responsible for the use of a watercraft. This insurance is excess over any other valid and collectible insurance available to the insured whether primary, excess or contingent.

D. Damage to Property You Own, Rent or Occupy

SECTION I - COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE

Policy #: PHPK2221000 Effective: 1/15/21-1/1/22

PI-GLD-HS (10/11)

K. Key and Lock Replacement – Janitorial Services Client Coverage

SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS – COVERAGES A AND B is amended to include the following:

We will pay for the cost to replace keys and locks at the "clients" premises due to theft or other loss to keys entrusted to you by your "client," up to a \$10,000 limit per occurrence and \$10,000 policy aggregate.

We will not pay for loss or damage resulting from theft or any other dishonest or criminal act that you or any of your partners, members, officers, "employees", "managers", directors, trustees, authorized representatives or any one to whom you entrust the keys of a "client" for any purpose commit, whether acting alone or in collusion with other persons.

The following, when used on this coverage, are defined as follows:

- a. "Client" means an individual, company or organization with whom you have a written contract or work order for your services for a described premises and have billed for your services.
- b. "Employee" means:
 - (1) Any natural person:
 - (a) While in your service or for 30 days after termination of service;
 - (b) Who you compensate directly by salary, wages or commissions; and
 - (c) Who you have the right to direct and control while performing services for you; or
 - (2) Any natural person who is furnished temporarily to you:
 - (a) To substitute for a permanent "employee" as defined in Paragraph (1) above, who is on leave; or
 - (b) To meet seasonal or short-term workload conditions;

while that person is subject to your direction and control and performing services for you.

- (3) "Employee" does not mean:
 - (a) Any agent, broker, person leased to you by a labor leasing firm, factor, commission merchant, consignee, independent contractor or representative of the same general character; or
 - (b) Any "manager," director or trustee except while performing acts coming within the scope of the usual duties of an "employee."
- "Manager" means a person serving in a directorial capacity for a limited liability company.

Additional Insureds

SECTION II - WHO IS AN INSURED is amended as follows:

1. If coverage for newly acquired or formed organizations is not otherwise excluded from this

Policy #: PHPK2221000 Effective: 1/15/21-1/1/22

PI-GLD-HS (10/11)

Additional Insureds con't.

Coverage Part, Paragraph 3.a. is deleted in its entirely and replaced by the following:

a. Coverage under this provision is afforded until the end of the policy period.

- 2. Each of the following is also an insured:
 - a. Medical Directors and Administrators Your medical directors and administrators, but only while acting within the scope of and during the course of their duties as such. Such duties do not include the furnishing or failure to furnish professional services of any physician or psychiatrist in the treatment of a patient.
 - b. Managers and Supervisors Your managers and supervisors are also insureds, but only with respect to their duties as your managers and supervisors. Managers and supervisors who are your "employees" are also insureds for "bodily injury" to a co-"employee" while in the course of his or her employment by you or performing duties related to the conduct of your business.

This provision does not change Item 2.a.(1)(a) as it applies to managers of a limited liability company.

- c. Broadened Named Insured Any organization and subsidiary thereof which you control and actively manage on the effective date of this Coverage Part. However, coverage does not apply to any organization or subsidiary not named in the Declarations as Named Insured, if they are also insured under another similar policy, but for its termination or the exhaustion of its limits of insurance.
- d. Funding Source Any person or organization with respect to their liability arising out of:
 - (1) Their financial control of you; or
 - (2) Premises they own, maintain or control while you lease or occupy these premises.

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

- e. Home Care Providers At the first Named Insured's option, any person or organization under your direct supervision and control while providing for you private home respite or foster home care for the developmentally disabled.
- f. Managers, Landlords, or Lessors of Premises Any person or organization with respect to their liability arising out of the ownership, maintenance or use of that part of the premises leased or rented to you subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of that person or organization.
- g. Lessor of Leased Equipment Automatic Status When Required in Lease Agreement With You – Any person or organization from whom you lease equipment when you and such person or organization have agreed in writing in a contract or agreement that such person or organization is to be added as an additional insured on your policy. Such person or

Policy #: PHPK2221000 Effective: 1/15/21-1/1/22 PI-GLD-HS (10/11)

Additional Insureds con't.

organization is an insured only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

- h. Grantors of Permits Any state or political subdivision granting you a permit in connection with your premises subject to the following additional provision:
 - (1) This insurance applies only with respect to the following hazards for which the state or political subdivision has issued a permit in connection with the premises you own, rent or control and to which this insurance applies:
 - (a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures;
 - (b) The construction, erection, or removal of elevators; or
 - (c) The ownership, maintenance, or use of any elevators covered by this insurance.
- i. Vendors Only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:
 - (1) The insurance afforded the vendor does not apply to:
 - (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - (b) Any express warranty unauthorized by you;
 - (c) Any physical or chemical change in the product made intentionally by the vendor;
 - (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

Policy #: PHPK2221000 Effective: 1/15/21-1/1/22

PI-GLD-HS (10/11)

Additional Insureds con't.

- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (i) The exceptions contained in Sub-paragraphs (d) or (f); or
 - (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
- (2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing.
- j. Franchisor Any person or organization with respect to their liability as the grantor of a franchise to you.
- k. As Required by Contract Any person or organization where required by a written contract executed prior to the occurrence of a loss. Such person or organization is an additional insured for "bodily injury," "property damage" or "personal and advertising injury" but only for liability arising out of the negligence of the named insured. The limits of insurance applicable to these additional insureds are the lesser of the policy limits or those limits specified in a contract or agreement. These limits are included within and not in addition to the limits of insurance shown in the Declarations
- I. Owners, Lessees or Contractors Any person or organization, but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by:
 - Your acts or omissions; or
 - (2) The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured when required by a contract.

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

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- (a) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- (b) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

Policy #: PHPK2221000 Effective: 1/15/21-1/1/22

PI-GLD-HS (10/11)

Additional Insureds con't.

- m. State or Political Subdivisions Any state or political subdivision as required, subject to the following provisions:
 - (1) This insurance applies only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit, and is required by contract.
 - (2) This insurance does not apply to:
 - (a) "Bodily injury," "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
 - (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard."
- M. Duties in the Event of Occurrence, Claim or Suit

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph **2.** is amended as follows:

a. is amended to include:

This condition applies only when the "occurrence" or offense is known to:

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

This condition will not be considered breached unless the breach occurs after such claim or "suit" is known to:

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

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 6. Representations is amended to include the following:

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

O. Transfer of Rights of Recovery Against Others To Us

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 8. Transfer of Rights of

Policy #: PHPK2221000 Effective: 1/15/21-1/1/22

PI-GLD-HS (10/11)

Recovery Against Others To Us is deleted in its entirety and replaced by the following:

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

Therefore, the insured can waive the insurer's rights of recovery prior to the occurrence of a loss, provided the waiver is made in a written contract.

P. Liberalization

Waiver of Subrogation

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, is amended to include the following:

If we revise this endorsement to provide more coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.

Q. Bodily Injury - Mental Anguish

SECTION V – DEFINITIONS, Paragraph 3. Is deleted in its entirety and replaced by the following:

"Bodily injury" means:

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

R. Personal and Advertising Injury - Abuse of Process, Discrimination

If COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY COVERAGE is not otherwise excluded from this Coverage Part, the definition of "personal and advertising injury" is amended as follows:

- SECTION V DEFINITIONS, Paragraph 14.b. is deleted in its entirety and replaced by the following:
 - b. Malicious prosecution or abuse of process;
- 2. SECTION V DEFINITIONS, Paragraph 14. is amended by adding the following:

Discrimination based on race, color, religion, sex, age or national origin, except when:

- a. Done intentionally by or at the direction of, or with the knowledge or consent of:
 - (1) Any insured; or
 - (2) Any executive officer, director, stockholder, partner or member of the insured;
- Directly or indirectly related to the employment, former or prospective employment, termination of employment, or application for employment of any person or persons by an insured;

Page 11 of 12



WORKERS' COMPENSATION AND EMPLOYERS LIABILITY POLICY

WC 42 03 04 B Agent copy

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

Schedule

- () Specific Waiver
 Name of person or organization
 - (X) Blanket Waiver

Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

- 2. Operations: All Texas operations
- 3. Premium:

The premium charge for this endorsement shall be **2.00** percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Advance Premium: Included, see Information Page

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below. (The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on 1/1/21 at 12:01 a.m. standard time, forms a part of:

Policy no. 0001113004 of Texas Mutual Insurance Company effective on 1/1/21

Issued to: BAYES ACHIEVEMENT CENTER INC

This is not a bill

Authorized representative

12/28/20