

PI-HS-003D (07/04)

PHILADELPHIA INDEMNITY INSURANCE COMPANY
HUMAN SERVICES ORGANIZATION PROFESSIONAL LIABILITY COVERAGE PART
DECLARATIONS

POLICY NO. PHPK2218257

Effective Date: 01/01/2021
12:01 A.M. Standard Time

LIMITS OF INSURANCE	
AGGREGATE LIMIT	\$ 1,000,000
EACH PROFESSIONAL INCIDENT LIMIT	\$ 1,000,000
BUSINESS DESCRIPTION	
Form of Business: LLC Business Description: Mental Health Corporation - For Profit	
PREMIUM:	\$ 35,125.00
FORMS AND ENDORSEMENTS (Other than Applicable Forms and Endorsements Shown Elsewhere in the Policy)	
Forms and Endorsements Applying to this Coverage Part and Made Part of this Policy at Time of Issue: SEE SCHEDULE	
THESE DECLARATIONS ARE PART OF THE POLICY DECLARATIONS CONTAINING THE NAME OF THE INSURED AND THE POLICY PERIOD.	

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."

c. "Manager" means a person serving in a directorial capacity for a limited liability company.

L. 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

Coverage Part, Paragraph 3.a. is deleted in its entirety 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

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;

- (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
- l. **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:
 - (1) Your acts or omissions; or
 - (2) The acts or omissions of those acting on your behalf;in the performance of your ongoing operations for the additional insured 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.

ABUSIVE CONDUCT LIABILITY COVERAGE FORM POLICY DECLARATIONS

PLEASE READ THIS POLICY CAREFULLY.

Policy Number: PHPK2218257 Effective date: 01/01/2021
12:01 A.M. Standard Time

LIMITS OF INSURANCE:	
AGGREGATE LIMIT	\$ <u> 1,000,000 </u>
EACH ABUSIVE CONDUCT LIMIT	\$ <u> 1,000,000 </u>
DEDUCTIBLE:	\$ <u> NONE </u>
BUSINESS DESCRIPTION:	
Form of Business: LLC	
Business Description: Mental Health Corporation - For Profit	
PREMIUM: \$ 7,469.00	
FORMS AND ENDORSEMENTS (Other than Applicable Forms and Endorsements Shown Elsewhere in the Policy)	
Forms and Endorsements Applying to this Coverage Part and Made Part of this Policy at Time of Issue:	
SEE SCHEDULE ATTACHED	

POLICY NUMBER: PHUB750223



PHILADELPHIA
INSURANCE COMPANIES

A Member of the Tokio Marine Group

One Bala Plaza, Suite 100
Bala Cynwyd, Pennsylvania 19004
610.617.7900 Fax 610.617.7940
PHLY.com

COMMERCIAL UMBRELLA LIABILITY INSURANCE POLICY DECLARATIONS

Philadelphia Indemnity Insurance Company	25494 Lockton Companies, LLC 3280 Peachtree Rd NE Ste 250 Atlanta, GA 30305 (404) 460-0722
NAMED INSURED: CSD Holdco, LLC Center for Social Dynamics LLC MAILING ADDRESS: 1025 Atlantic Ave Ste 101 Alameda, CA 94501-1188 POLICY PERIOD: FROM <u>01/01/2021</u> TO <u>01/01/2022</u> AT 12:01 A.M. STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE	

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

LIMITS OF INSURANCE	
EACH OCCURRENCE LIMIT (LIABILITY COVERAGE)	\$ <u>10,000,000</u>
PERSONAL & ADVERTISING INJURY LIMIT	\$ <u>10,000,000</u> Any one person or organization
PRODUCTS COMPLETED OPERATIONS AGGREGATE LIMIT	\$ <u>10,000,000</u>
GENERAL AGGREGATE LIMIT (LIABILITY COVERAGE) (except with respect to Auto Liability and Products Completed Operations)	\$ <u>10,000,000</u>

RETAINED LIMIT	
RETAINED LIMIT:	\$ <u>10,000</u>

POLICY NUMBER: PHUB750223

PREMIUM	
PREMIUM SUBTOTAL	\$ 34,776.00
STATE TAXES, FEES, SURCHARGES (if applicable)	\$ Not Applicable
PREMIUM TOTAL (including Taxes, Fees, Surcharges)	\$ 34,776.00
AUDIT PERIOD:	<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> ANNUALLY <input type="checkbox"/> SEMI-ANNUALLY <input type="checkbox"/> QUARTERLY <input type="checkbox"/> MONTHLY

DESCRIPTION OF BUSINESS	
FORM OF BUSINESS:	<u>LLC</u>
BUSINESS DESCRIPTION:	<u>Mental Health Umbrella</u>

ENDORSEMENTS ATTACHED TO THIS POLICY
SEE ATTACHED SCHEDULE

POLICY NUMBER: PHUB750223

Employee Benefits Liability		<input type="checkbox"/> Occurrence	<input checked="" type="checkbox"/> Claims-Made
Company: <u>Philadelphia Indemnity Insurance Company</u>			
Policy Number: <u>PHPK2218257</u>			
Policy Period: <u>01/01/2021</u> <u>01/01/2022</u>			
Retroactive Date: <u>01/01/2018</u>			
Minimum Applicable Limits			
<u>Each Claim</u>	\$	<u>1,000,000</u>	
<u>Aggregate</u>	\$	<u>2,000,000</u>	
Abusive Conduct Liability		<input checked="" type="checkbox"/> Occurrence	<input type="checkbox"/> Claims-Made
Company: <u>Philadelphia Indemnity Insurance Company</u>			
Policy Number: <u>PHPK2218257</u>			
Policy Period: <u>01/01/2021</u> <u>01/01/2022</u>			
Retroactive Date: <u>Not Applicable</u>			
Minimum Applicable Limits			
<u>Each Abusive Conduct</u>	\$	<u>1,000,000</u>	
<u>Aggregate</u>	\$	<u>1,000,000</u>	
Directors & Officers Liability		<input type="checkbox"/> Occurrence	<input type="checkbox"/> Claims-Made
Company: _____			
Policy Number: _____			
Policy Period: _____			
Retroactive Date: _____			
Minimum Applicable Limits			
	\$	_____	
	\$	_____	
Liquor Liability		<input type="checkbox"/> Occurrence	<input type="checkbox"/> Claims-Made
Company: _____			
Policy Number: _____			
Policy Period: _____			
Retroactive Date: _____			
Minimum Applicable Limits			
	\$	_____	
	\$	_____	

POLICY NUMBER: PHUB750223

Watercraft Liability	<input type="checkbox"/> Occurrence	<input type="checkbox"/> Claims-Made
Company: _____		
Policy Number: _____		
Policy Period: _____		
Retroactive Date: _____		
Minimum Applicable Limits		
_____	\$	_____
_____	\$	_____
Other Coverages Not Included in Above	<input type="checkbox"/> Occurrence	<input type="checkbox"/> Claims-Made
Company: _____		
Policy Number: _____		
Policy Period: _____		
Retroactive Date: _____		
Minimum Applicable Limits		
_____	\$	_____
_____	\$	_____

THESE DECLARATIONS, TOGETHER WITH THE COMMON POLICY CONDITIONS AND COVERAGE FORM(S) AND ANY ENDORSEMENT(S), COMPLETE THE ABOVE NUMBERED POLICY.

Countersigned:	By:
(Date)	(Authorized Representative)

IN WITNESS WHEREOF, we have caused this policy to be executed and attested, and, if required by state law, this policy shall not be valid unless countersigned by our authorized representative.



John W. Glomb, Jr.
President & Chief Underwriting Officer



Secretary

EMPLOYERS' LIABILITY SUPPLEMENTAL SCHEDULE OF UNDERLYING INSURANCE

Employers' Liability

Company: Republic Indemnity
 Policy Number: 25039306
 Policy Period: 01/01/2021 01/01/2022

Minimum Applicable Limits

Bodily injury by accident	\$	1,000,000	Each Accident
Bodily injury by disease	\$	1,000,000	Each Employee
Bodily injury by disease	\$	1,000,000	Policy Limit

Employers' Liability

Company: Great American Alliance Insurance Company
 Policy Number: WC 3241789 02
 Policy Period: 01/01/2021 01/01/2022

Minimum Applicable Limits

Bodily injury by accident	\$	1,000,000	Each Accident
Bodily injury by disease	\$	1,000,000	Each Employee
Bodily injury by disease	\$	1,000,000	Policy Limit

Employers' Liability

Company:
 Policy Number:
 Policy Period:

Minimum Applicable Limits

Bodily injury by accident	\$		Each Accident
Bodily injury by disease	\$		Each Employee
Bodily injury by disease	\$		Policy Limit

Employers' Liability

Company:
 Policy Number:
 Policy Period:

Minimum Applicable Limits

Bodily injury by accident	\$		Each Accident
Bodily injury by disease	\$		Each Employee
Bodily injury by disease	\$		Policy Limit