

ENDORSEMENT NO. 8

**ADDITIONAL INSURED WHERE REQUIRED BY WRITTEN CONTRACT
ENDORSEMENT**

This Endorsement, which is effective at 12:01 a.m. on April 24, 2017, forms part of:

Policy No. MFL-004645-0417
Issued by Homeland Insurance Company of New York
Issued to BMR Health Services Inc.

In consideration of the premium charged:

- (1) Solely for the purposes of the coverage afforded under INSURING AGREEMENTS (A) and (B) of this Policy and subject to the terms and conditions set forth in this endorsement, the term "**Insured**," as defined in Section II DEFINITIONS of this Policy, shall include any person or entity whom/which the **Named Insured** is required by written agreement, effective during the **Policy Period**, to name as an additional insured under this Policy or to provide indemnification to such person or entity (each an "Additional Insured"), but solely with respect to any liability imposed or sought to be imposed on such Additional Insured as a result of the acts, errors or omissions of an original **Insured**.
- (2) No coverage will be available under this Policy for that portion of **Loss** or **Defense Expenses** for any **Claim** against an Additional Insured resulting from the actual or alleged acts, errors or omissions of an Additional Insured.
- (3) An Additional Insured's status as an **Insured** under this Policy shall immediately terminate when the **Named Insured's** agreement to provide such status or obligation to indemnify such Additional Insured terminates.
- (4) The amount, extent and scope of coverage available under this Policy to an Additional Insured will be no greater than the amount, extent and scope of the indemnification available to such Additional Insured as agreed to by the **Named Insured** in the written agreement between the **Named Insured** and such Additional Insured.
- (5) It is understood and agreed that the Additional Insured(s) share in the applicable Limits of Liability set forth in ITEM 4 of the Declarations.

All other terms, conditions and limitations of this Policy shall remain unchanged.

ENDORSEMENT NO. 7

ADDITIONAL INSURED ENDORSEMENT-PRIMARY AND NONCONTRIBUTORY (GL)

This Endorsement, which is effective at 12:01 a.m. on April 24, 2017, forms part of:

Policy No. MFL-004645-0417
Issued by Homeland Insurance Company of New York
Issued to BMR Health Services Inc.

In consideration of the premium charged:

- (1) Solely for the purposes of the coverage afforded under INSURING AGREEMENT (B) of this Policy, the term "**Insured**," as defined in Section II DEFINITIONS of this Policy, is amended to include the person(s) or entity(ies) scheduled below (each an "Additional Insured"), but solely with respect to any liability imposed or sought to be imposed on such Additional Insured as a result of the acts, errors or omission of an original **Insured**.
- (2) No coverage will be available under this Policy for **Loss** or **Defense Expenses** for any **Claim** against an Additional Insured based solely upon the actual or alleged acts, errors or omissions of an Additional Insured.
- (3) With respect to any **Claim** against an Additional Insured based upon both the acts, errors or omissions of the original **Insured** and the acts, errors or omissions of an Additional Insured, the Underwriter will pay **Defense Expenses** incurred by such Additional Insured in connection with such **Claim** and **Loss** such Additional Insured is legally obligated to pay as a result of the acts, errors or omissions of the original **Insured**, subject in all events to all other terms, conditions and exclusions of this Policy. No coverage will be available under this Policy for any **Loss** such Additional Insured is obligated to pay as a result of its own acts, errors or omissions.
- (4) Any coverage for **Defense Expenses** incurred by an Additional Insured pursuant to this endorsement shall be primary, and Section IV GENERAL CONDITIONS (L) of this Policy shall be deemed amended accordingly.
- (5) If a written agreement between the **Named Insured** and an Additional Insured providing indemnity or contribution in favor of such Additional Insured exists, the amount, extent and scope of coverage available under this Policy to such Additional Insured will be no greater than the amount, extent and scope of indemnification available to such Additional Insured as agreed to by the **Named Insured** in such agreement.
- (6) It is understood and agreed that the Additional Insured(s) scheduled below share in the applicable Limits of Liability set forth in ITEM 4.B. of the Declarations.

SCHEDULE

<u>Additional Insured</u>	<u>Premium</u>
Mt. Diablo Unified School District, its subsidiaries, officials and employees San Mateo County SELPA and LEA, San Mateo County Office of Education Vacaville Unified School District, its officers and employees Paramount Unified School District	Included

All other terms, conditions and limitations of this Policy shall remain unchanged.

NOTICE OF CANCELLATION TO SCHEDULED PARTY ENDORSEMENT

This Endorsement, effective at 12:01 a.m. on April 24, 2017, forms part of:

Policy No. MFL-004645-0417
Issued by Homeland Insurance Company of New York
Issued to BMR Health Services Inc.

In consideration of the premium charged:

- (1) If the Underwriter cancels this Policy for any reason other than non-payment of premium, the Underwriter will endeavor to provide notice of such cancellation to the individual(s) or entity(ies) identified in the schedule below (each a "Scheduled Party"), at the address set forth next to the Scheduled Party's name, when notice of cancellation is sent to the **First Named Insured**. In no event will the timing of notice to a Scheduled Party exceed the timing of notice to the **First Named Insured**. It is understood and agreed that notice of cancellation to a Scheduled Party is provided solely as a courtesy for the convenience of the **First Named Insured** and does not constitute a prerequisite to effective policy cancellation.
- (2) Failure to provide notice of cancellation to a Scheduled Party shall impose no liability of any kind or nature whatsoever on the Underwriter and shall not amend or extend the effective date of policy cancellation or invalidate the cancellation.

Scheduled Party:

Mt. Diablo Unified School District, its
subsidiaries, officials and employees

Scheduled Party Address:

1936 Carlotta Dr, Concord, CA 94519

All other terms, conditions and limitations of the Policy shall remain unchanged.