



# CERTIFICATE OF LIABILITY INSURANCE

MYTHE-1 OP ID: HB

DATE (MM/DD/YYYY)

06/05/2015

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

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

<b>PRODUCER</b> The Wright Group Services (PC) Property & Casualty Division 1873 S. Bellaire St., Ste. 600 Denver, CO 80222 Kim Rossi	<b>CONTACT NAME:</b> Holly Bailey <b>PHONE (A/C, No, Ext.):</b> 303-863-7788 <b>FAX (A/C, No):</b> 303-861-7502 <b>E-MAIL ADDRESS:</b> hbailey@twgservices.com
	<b>INSURER(S) AFFORDING COVERAGE</b>
<b>INSURED</b> Pediatric Therapy Services LLC My Therapy Company, LLC Cumberland Therapy Services LLC My Therapy Company, Inc. 207 Canyon Blvd., Ste. 202 Boulder, CO 80302	<b>INSURER A:</b> PHILADELPHIA INSURANCE CO. <b>NAIC #</b> 18058
	<b>INSURER B:</b> THE HARTFORD <b>002229</b>
	<b>INSURER C:</b>
	<b>INSURER D:</b>
	<b>INSURER E:</b>
	<b>INSURER F:</b>

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Prof. Liability GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		PHPK1340671	05/21/2015	05/21/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COM/POP AGG \$ 3,000,000 Emp Ben. \$ 1,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			34UUNVT9797	05/21/2015	05/21/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			PHUB500598	05/21/2015	05/21/2016	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A	34WEBX6853	05/21/2015	05/21/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Sexual Misconduct			PHPK1340671	05/21/2015	05/21/2016	Per Claim 100,000 Aggregate 300,000

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

Mt. Diablo Unified School District is listed as an additional insured with respects to the General Liability policy as per written contract.

**CERTIFICATE HOLDER**

MTDIABL

Mt. Diablo Unflied School District  
 1936 Carlotta Dr.  
 Concord, CA 94519-1397

**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

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

PI-TS-007 (05/12) Additional Insured Endorsement

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies and is subject to the insurance provided under the following:

STAFFING SERVICE PROFESSIONAL LIABILITY COVERAGE FORM  
STAFFING SERVICE PROFESSIONAL LIABILITY COVERAGE FORM CLAIMS MADE COVERAGE  
FORM

SCHEDULE

Additional Insured:

MT. DIABLO UNIFIED SCHOOL DISTRICT  
1936 Carlotta Drive  
Concord, CA 94519-1397

The following is added to SECTION II - WHO IS AN INSURED:

The person or organization shown in the Schedule above is an insured, but only with respect to that person's or organization's liability for "damages" arising out of a "wrongful act" during the rendering of "staffing services".

All other terms and conditions of this Policy remain unchanged.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****GENERAL LIABILITY DELUXE ENDORSEMENT:  
TEMPORARY STAFFING**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

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 coverage provided by this endorsement. For complete details on specific coverages, consult the policy contract wording.

Coverage Applicable	Limit of Insurance	Page #
Damage to Premises Rented to You	\$1,000,000	2
Expected or Intended Injury – Property Damage	Included	2
Limited Rental Lease Agreement Contractual Liability	\$50,000	2
Non-Owned Watercraft	Less than 58 feet	3
Damage to Property You Own, Rent or Occupy	\$30,000	3
Medical Payments	\$20,000	3
Medical Payments Reporting Period	3 Years	3
Athletic Activities	Amended	3
Supplementary Payments – Bail Bonds	\$2,500	4
Supplementary Payments – Loss of Earnings	\$500 per day	4
Employee Indemnification Defense Coverage	\$25,000	4
Who Is An Insured Additional Insured – Newly Acquired or Formed Organization Additional Insured – Broadened Named Insured Additional Insured – Blanket Additional Insureds When Required by Contract	Included	4
Duties in the Event of Occurrence, Offense, Claim or Suit	Included	4
Transfer of Rights of Recovery Against Others To Us	Clarification	5
Liberalization	Included	5
Unintentional Failure to Disclose Hazards	Included	5
Bodily Injury – Includes Mental Anguish	Included	5
Personal and Advertising Injury – Includes Abuse of Process, Discrimination	Included	6

**A. Damage to Premises Rented to You**

If damage by fire to premises rented to you is not otherwise excluded from this Coverage Part:

1. The Damage To Premises Rented To You Limit section of the Declarations is amended to the greater of:

- a. \$1,000,000; or

- b. The amount shown in the Declarations as the Damage to Premises Rented to You Limit.

This is the most we will pay for all damage proximately caused by the same event, whether such damage results from fire, lightning, explosion, smoke, or leaks from automatic fire protective systems or any combination thereof;

2. The word fire is changed to fire, lightning, explosion, smoke, or leakage from automatic fire protective systems where it appears in:
  - a. The last paragraph of **SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Subsection 2. Exclusions;
  - b. **SECTION III – LIMITS OF INSURANCE**, Paragraph 6.; and
  - c. **SECTION V – DEFINITIONS**, Paragraph 9.a.; and
3. The words fire insurance are changed to insurance for fire, lightning, explosion, smoke, or leakage from automatic fire protective systems where it appears in **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Subsection 4. Other Insurance, Paragraph b. Excess Insurance.

**B. Expected or Intended Injury – Property Damage**

**SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, 2. Exclusions, Paragraph a. Expected Or Intended Injury 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.

**C. Limited Rental Lease Agreement Contractual Liability**

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

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 and is excess over any renter's liability insurance of the client.

**D. Non-Owned Watercraft**

**SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions, g. Aircraft, Auto Or Watercraft, Paragraph (2)** is amended to read as follows:

- (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.

**E. Damage to Property You Own, Rent or Occupy**

**SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions, j. Damage To Property, Paragraph (1)** is deleted in its entirety and replaced with the following:

- (1) Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property, unless the damage to property is caused by your client, up to a \$30,000 limit. A client is defined as a person under your direct care and supervision.

**F. Medical Payments**

- 1. If **COVERAGE C MEDICAL PAYMENTS** is not otherwise excluded from this Coverage Part the Medical Expense Limit is changed subject to all of the terms of **SECTION III – LIMITS OF INSURANCE** to the greater of:
  - a. \$20,000; or
  - b. The Medical Expense Limit shown in the Declarations of this Coverage Part.
- 2. Under **SECTION I – COVERAGES, COVERAGE C MEDICAL PAYMENTS, Subsection 1. Insuring Agreement, Paragraph a., Item (b)** is amended to read:
  - (b) The expenses are incurred and reported to us within three years of the date of the accident; and

**G. Athletic Activities**

**SECTION I – COVERAGES, COVERAGE C MEDICAL PAYMENTS, 2. Exclusions, Paragraph e. Athletics Activities** is deleted in its entirety and replaced with the following:

**e. Athletics Activities**

To a person injured while taking part in athletics.

**H. Supplementary Payments**

**SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS – COVERAGES A AND B**, Items 1.b. and 1.d. are amended as follows:

- b. The limit for the cost of bail bonds is changed from \$250 to \$2,500; and
- d. The limit for loss of earnings is changed from \$250 a day to \$500 a day.

**I. Employee Indemnification Defense Coverage**

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

We will pay, on your behalf, defense costs incurred by an "employee" in a criminal proceeding.

The most we will pay for any "employee" who is directly involved in a criminal proceeding is \$25,000 regardless of the numbers of "employees," claims or "suits" brought or persons or organizations making claims or bringing "suits."

**J. Who is An Insured**

**SECTION II – WHO IS AN INSURED** is amended as follows:

**1. Newly Acquired or Formed Organization**

If coverage for newly acquired or formed organizations is not otherwise excluded from this Coverage Part, Paragraph 3.a. is amended to read:

- a. Coverage under this provision is afforded until the end of the policy period;
- 2. Each of the following is also an insured:
  - a. **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.
  - b. **Blanket Additional Insureds When 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.

**K. Duties in the Event of Occurrence, Offense, Claim or Suit**

- 1. **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, 2.a. the requirement that you must see to it that we are notified as soon as practicable of an "occurrence" or an offense, applies only when the "occurrence" or offense is known to:
  - a. You, if you are an individual;

- b. A partner, if you are a partnership; or
  - c. An "executive officer" or insurance manager, if you are a corporation.
2. **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 2.** b. the requirement that you must see to it that we receive notice of a claim or "suit" as soon as practicable will not be considered breached unless the breach occurs after such claim or "suit" is known to:
- a. You, if you are an individual;
  - b. A partner, if you are a partnership; or
  - c. An "executive officer" or insurance manager, if you are a corporation.

**L. Transfer of Rights of Recovery Against Others To Us**

**SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us** includes the following clarification:

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.

**M. Liberalization**

**SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended to include the following additional condition:

**Liberalization**

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.

**N. Unintentional Failure To Disclose Hazards**

**SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended to include the following additional condition:

**Unintentional Failure To Disclose Hazards**

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

**O. Bodily Injury – Mental Anguish**

**SECTION V – DEFINITIONS, Paragraph 3.** is amended to read:

"Bodily injury":

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

time.

**P. 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:

**1. SECTION V – DEFINITIONS, Paragraph 14., Item b.** is revised to read:

b. Malicious prosecution or abuse of process;

**2. SECTION V – DEFINITIONS, Paragraph 14.** is amended to include the following:

“Personal and advertising injury” also means 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; or

b. 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; or

c. Directly or indirectly related to the sale, rental, lease or sublease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured; or

d. Insurance for such discrimination is prohibited by or held in violation of law, public policy, legislation, court decision or administrative ruling.

The above does not apply to fines or penalties imposed because of discrimination.