

 <p>TDC NATIONAL ASSURANCE COMPANY The Doctors Company Group</p>	<p>Underwritten by: TDC National Assurance Company 5885 Meadows Road, Suite 300 Lake Oswego, OR 97035 Servicing Address: 29 Mill Street Unionville, CT 06085</p>
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ENDORSEMENT NO. 5
ADDITIONAL INSURED ENDORSEMENT – PRIMARY AND NONCONTRIBUTORY
(INSURING AGREEMENT (B) ONLY)

This Endorsement, effective at 12:01 a.m. on 04/24/2022 , forms part of

Policy Number: MFP-01351-21- 02
 Issued to: BMR Health Services, Inc.
 Issued by: TDC National Assurance Company

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 entity(ies) (including its employees) or person(s) scheduled below with whom/which **you** have a written agreement to provide such entity(ies) or person(s) additional insured status under this Policy (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 an act, error or omission of an original **insured** committed or allegedly committed subsequent to the execution of such agreement and during that period of time when **you** have agreed to provide the Additional Insured with such status under this Policy.
- (2) No coverage will be available under this Policy for that portion of **damages or defense costs** for any **claim** against an Additional Insured based solely upon the actual or alleged acts, errors or omissions of, or the actual or alleged independent or direct liability 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, **we** will pay:
 - (a) **defense costs** incurred by such Additional Insured in connection with such **claim**; and
 - (b) **damages** 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 **damages** such Additional Insured is obligated to pay as a result of its own acts, errors or omissions.
- (4) Solely with respect to **defense costs** resulting from any covered **claim** against an Additional Insured scheduled below who is insured under any other policy of insurance issued directly to such Additional Insured and that applies to such **defense costs**, it is understood and agreed that the coverage afforded under this Policy shall be primary to, and will not seek contribution from, such other insurance; provided, that:
 - (a) the written agreement between **you** and the Additional Insured under which **you** agreed to provide such Additional Insured with additional insured status under this Policy requires that this Policy be primary to, and not seek contribution from, any other insurance issued directly to such Additional Insured; and

- (b) 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 **you** in such agreement.
- (5) Section IV GENERAL CONDITIONS (L) of this Policy shall be deemed amended to the extent necessary to effect the purpose and intent of this endorsement.
- (6) It is understood and agreed that the Additional Insured(s) scheduled below shall share in the applicable Limits of Liability set forth in ITEM 4.B. of the Declarations.

SCHEDULE

Additional Insured(s)

Mt. Diablo Unified School District, its subsidiaries, officials and employees
Vacaville Unified School District, its officers and employees
Paramount Unified School District
San Mateo County SELPA and LEA, San Mateo County Office of Education
Tracy Unified School District
San Francisco Unified School District, its Board, officers and employees

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