



## *Goodfellow Occupational Therapy, Inc.*

### **INDEPENDENT CONTRACTOR SERVICES AGREEMENT 2018/2019 School Year**

**General Information:**

Company: Mountain View Whisman School District  
Department: Special Education  
Contact Person: Gary Johnson, Director of Special Education  
Contract Approved by: \_\_\_\_\_

**Contractor:** Goodfellow Occupational Therapy, Inc.  
**Contacts:** John Goodfellow, OTD, OTR/L  
Susanna Ortiz, MBA  
CEO Chief Operating Officer  
**Phone Numbers:** (559) 228-9100 (559) 228-9100 X 2  
**Billing Address:** Goodfellow Occupational Therapy, Inc.  
2505 W. Shaw Ave., Building A  
Fresno, CA 93711

This agreement for occupational therapy services is entered into between Mountain View Whisman School District (District) and Goodfellow Occupational Therapy, Inc. (Contractor), agreed upon in the signature block below.

#### **RECITALS**

This agreement is based on the following facts and understandings of the parties:

1. District provides special education services, including occupational therapy (OT), to students enrolled in public schools located within Santa Clara County, CA.
2. Contractor's employees possess special expertise in occupational therapy and have met all applicable federal and state licensing and registration requirements.
3. Contractor possesses a "Notice of Nonpublic, Nonsectarian Agency Certification" provided by the California Department of Education.
4. Contractor will supply District with occupational therapy services for a number of hours per week determined by the number of students receiving occupational therapy services and number of assessments.
5. District agrees to fund up to 4.0 FTE occupational therapist (OTR) during the 2018/2019 school year, with service time determined by number of students receiving occupational therapy at any given time for therapy, consultations, assessment plans, and other duties required for the practitioner to perform the job.
  - a. Contractor will provide occupational therapy up to 5 days per week, during the 2018/2019 School Year.
  - b. Contractor will provide occupational therapy up to 187 days during the 2018/2019 School Year.
  - c. Contractor will provide occupational therapy for Extended School Year, if requested to do so by the Director of Special Education.

6. District understands that Contractor's ability to provide occupational therapy services is subject to the availability of occupational therapists. Unforeseen circumstances (i.e. maternity leave, medical leave) can impact availability of a therapist. Contractor will do best to ensure that these unforeseen circumstances are covered, but cannot guarantee to do so based on the shortage of occupational therapists in California.
7. Contractor understands that District may seek reimbursement for occupational therapy services from various funding sources, with the OTR providing appropriate documentation for District to secure this funding.
8. This Agreement is intended to be the written agreement between the parties related to the services to be provided during the referenced term.


### TERMS

1. **CONTRACTOR SERVICES.** Contractor agrees to provide occupational therapy services by an occupational therapist registered (OTR) as requested by Mountain View Whisman School District.
2. **CONTRACTOR QUALIFICATIONS.** Contractor represents that it has in effect all licenses, permissions, and otherwise all legal qualifications to perform this agreement. Contractor will provide copy of professional licenses from the California Board of Occupational Therapy for John E. Goodfellow, OTD, OTR/L and employees who provide services for District.
  - a. OTRs have graduated from an accredited school; possess certification in good standing with the National Board for Certification in Occupational Therapy (NBCOT), and licensure pursuant to the provisions of California Business and Professions Code Section 2570 et seq.
  - b. **CONTRACTOR** shall require all employees and all subcontractors to submit fingerprints consistent with California Education Code Section 44237. **CONTRACTOR** shall comply with the requirements of Education Code Section 45125.1 including, but not limited to: obtaining California Department of Justice (CDOJ) clearance for **CONTRACTOR'S** employees; prohibiting its employees from coming in contact with students until CDOJ clearance is ascertained; and certifying in writing and providing such certification to the LEA that none of its employees who may come in contact with students have been, convicted of a violent or serious felony. Nor will any person be employed who has been convicted of or entered a plea of nolo contendere to charges of any sex offense as defined in Education Code § 44010 or to a felony that would disqualify that person from employment pursuant to EC 44237. The requirements of this section apply to all of the contractors, subcontractors, in addition to employees.
  - c. **CONTRACTOR** shall require all regular and substitute employees, volunteers, and any other individual who may come into contact with a student on school grounds to provide verification of having been tested for tuberculosis and cleared to work with minors as evidenced by a state licensed medical doctor's signature. **CONTRACTOR** shall keep a copy of said information in the employee file or volunteer file.

3. **TERM.** The initial term of this agreement will be for twelve months and begin effective August 10, 2018 and shall end on June 30, 2019. The parties may extend the agreement beyond its initial term as mutually agreed in writing.
4. **PAYMENT FOR SERVICES.**
  - a. **HOURLY RATE.**
  - b. District will pay Contractor \$100 per hour for services provide by an OTR. The parties understand that OTRs are employees of Contractor and not employee of District.
  - c. **INVOICES.** Contractor shall submit invoices to District for services rendered. Contractor shall submit invoices 1 time per month on the last day of each month. Invoices will include dates of services, number of hours provided, and rates.
  - d. **PAYMENT.** District shall make payment within 20 business days of receipt of an invoice from Contractor and receipt of funding from District. Invoices may be transmitted by US postal service and / or e-mail addresses approved by District.
  - e. District will only be charged for days and hours worked (i.e. not charged for sick days, holidays).
5. **WORK TIME** of occupational therapists consists of:
  - a. **Direct Time:** Individual Treatment, Group Treatment, Consultation, Assessment, Assessment Reports, Progress Reports, IEP Meetings.
  - b. **Indirect Time:** Travel, phone calls, set-up, treatment planning, and staff training.
6. **NON-COMPETE CLAUSE.** Mountain View Whisman School District agrees that during the term of this Agreement and for one (1) year thereafter, it shall not, without the prior consent of Contractor, hire or attempt to hire as an employee or leased employee or engage as in independent contractor for any reason whatsoever any person who was an employee or lease employee of contractor assigned to Mountain View Whisman School District.
7. **CONFLICT OF INTEREST.** Contractor does not have, or anticipates having, any interest in real property, investments, business interest in or income from sources which would provide Contractor, with personal financial gain as a result of any recommendation, advice or any other action taken by Contractor during the rendition of services under this Agreement.
8. **INDEPENDENT CONTRACTOR STATUS:** When engaged in carrying out the terms and conditions of the contract, Goodfellow Occupational Therapy, Inc. represents themselves as an independent contractor, and not an officer, employee, agent, partner, or joint venturer of the District. Contractor shall assume full responsibility for payment on account of Goodfellow Occupational Therapy, Inc. and all its employees of federal, state, and local taxes or contributions imposed or required under the Social Security, Worker's Compensation and applicable income and employment tax laws. Nothing contained herein shall be construed as creating the relationship of employer/employee or principal/agent as between Goodfellow Occupational Therapy, Inc. and Mountain View Whisman School District.

9. CIVIL RIGHTS: Contractor shall comply with Title VI of the Civil Right Acts of 1964 and all requirements thereunder.

AGREED:

  
\_\_\_\_\_  
John Goodfellow, OTD, OTR/L  
CEO

5/31/2018  
\_\_\_\_\_  
Date

81-4909527  
\_\_\_\_\_  
EIN

\_\_\_\_\_  
Designated Representative  
Mountain View Whisman School District

\_\_\_\_\_  
Print Name and Title of Representative

\_\_\_\_\_  
Date

## Request for Taxpayer Identification Number and Certification

**Give Form to the  
requester. Do not  
send to the IRS.**

|   |  |  |   |
|---|--|--|---|
| Print or type<br>See Specific Instructions on page 2. | 1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.<br><b>Goodfellow Occupational Therapy, Inc.</b>  |  |   |
|   | 2 Business name/disregarded entity name, if different from above   |  |   |
|   | 3 Check appropriate box for federal tax classification; check only <b>one</b> of the following seven boxes:<br><input type="checkbox"/> Individual/sole proprietor or single-member LLC<br><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____<br><b>Note.</b> For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.<br><input type="checkbox"/> Other (see instructions) ▶ _____ |  | 4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):<br>Exempt payee code (if any) _____<br>Exemption from FATCA reporting code (if any) _____<br><i>(Applies to accounts maintained outside the U.S.)</i> |
|   | 5 Address (number, street, and apt. or suite no.)<br><b>2505 W. Shaw Ave., Bldg. A</b>   |  | Requester's name and address (optional)   |
|   | 6 City, state, and ZIP code<br><b>Fresno, CA 93711</b>   |  |   |
|   | 7 List account number(s) here (optional)   |  |   |

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

|                                       |   |  |   |   |   |   |   |   |   |
|---------------------------------------|---|--|---|---|---|---|---|---|---|
| <b>Social security number</b>         |   |  |   |   |   |   |   |   |   |
|                                       |   |  |   |   |   |   |   |   |   |
| or                                    |   |  |   |   |   |   |   |   |   |
| <b>Employer identification number</b> |   |  |   |   |   |   |   |   |   |
| 8                                     | 1 |  | 4 | 9 | 0 | 9 | 5 | 2 | 7 |

**Note.** If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

|                  |                            |                        |
|------------------|----------------------------|------------------------|
| <b>Sign Here</b> | Signature of U.S. person ▶ | Date ▶ <b>5/2/2018</b> |
|------------------|----------------------------|------------------------|

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.  
**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

#### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
  - Form 1099-C (canceled debt)
  - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.*

- By signing the filled-out form, you:
1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
  2. Certify that you are not subject to backup withholding, or
  3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
  4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.



CALIFORNIA DEPARTMENT OF EDUCATION
NOTICE OF NONPUBLIC, NONSECTARIAN AGENCY CERTIFICATION

Date: December 11, 2017
Site Administrator: Susanna Ortiz
Nonpublic Agency: Goodfellow Occupational Therapy
NPA ID: 1A-10-017
Site Address: 2505 W. Shaw Ave Building A
City: Fresno CA 93711

Maximum Capacity: 76+

2018 CERTIFICATION STATUS:

CONDITIONAL [ ] Amended

A conditional certification indicates that the applicant has not met the audit requirement. However, the applicant can continue serving publically placed students throughout the term of the certification.

EFFECTIVE DATES:

January 01, 2018 through December 31, 2018

Authorized Sites to Serve: [x] LEAs [x] NPA Sites [ ] NPS Sites [ ] Virtual Services

Authorized to Provide the Following Related Services:

- [ ] APE [ ] BII [ ] LSDR [x] OT [ ] RS [ ] VS [ ] LI:
[ ] AS [ ] CG [ ] MT [ ] PCT [ ] SDTI [ ] VECD [ ] Other Services Authorized:
[ ] ATS [ ] EE [ ] NMCRB [ ] PS [ ] SW
[ ] BID [ ] HNS [ ] OM [x] PT [ ] TS

Nonmedical Care Room and Board Approved Sites: [ ] Residential Provider

Certification is not an endorsement of the services offered by the nonpublic agency (NPA), but states only that the NPA meets minimum legal standards. "Approved" or "Conditional" certifications authorize the NPA to accept students placed by local educational agencies (LEAs) under California Education Code, Section 56366.

Nonpublic Agencies Unit
Special Education Division



GOODOCC-01

CMCENTIRE

**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

12/05/2017

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).

|  |  |  |                                      |
|--|--|--|--------------------------------------|
| PRODUCER License # 0E02096<br><b>DIBuduo &amp; DeFendis Insurance Brokers, LLC</b><br>P.O. Box 5479<br>Fresno, CA 93755-5479 | CONTACT NAME:<br>PHONE (A/C, No, Ext): <b>(559) 432-0222</b> |  | FAX (A/C, No): <b>(559) 431-7941</b> |
|  | E-MAIL ADDRESS:  |  |                                      |
| INSURED<br><br><b>Goodfellow Occupational Therapy, Inc.</b><br><b>2505 W. Shaw Ave., Bldg A</b><br><b>Fresno, CA 93711</b>   | INSURER(S) AFFORDING COVERAGE                                |  | NAIC #                               |
|  | INSURER A : <b>Berkley Insurance Company</b>                 |  |                                      |
|  | INSURER B : <b>Security National Insurance Company</b>       |  | <b>19879</b>                         |
|  | INSURER C :  |  |                                      |
|  | INSURER D :  |  |                                      |
|  | INSURER E :  |  |                                      |

**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 VVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS  |
|----------|---|-----------|----------|---------------|-------------------------|-------------------------|---|
| A        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: |           | X        | HHS8525680    | 12/08/2017              | 12/08/2018              | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000<br>MED EXP (Any one person) \$ 10,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 3,000,000<br>PRODUCTS - COMP/OP AGG \$ 3,000,000<br><b>Sexual Abuse</b> \$ 1,000,000 |
| A        | AUTOMOBILE LIABILITY<br><br><input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY<br><input checked="" type="checkbox"/> HIRED AUTOS ONLY<br><input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY  |           |          | HHS8525680    | 12/08/2017              | 12/08/2018              | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$   |
| A        | <input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR<br><input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br>DED RETENTION \$  |           |          | HHS8525680    | 12/08/2017              | 12/08/2018              | EACH OCCURRENCE \$ 1,000,000<br>AGGREGATE \$ 1,000,000<br>\$  |
| B        | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/><br>If yes, describe under DESCRIPTION OF OPERATIONS below   | Y/N       | N/A      | SWC1159682    | 07/01/2017              | 07/01/2018              | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$ 1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 1,000,000<br>E.L. DISEASE - POLICY LIMIT \$ 1,000,000   |
| A        | Professional Liab   |           |          | HHS8525680    | 12/08/2017              | 12/08/2018              | Each Claim 1,000,000  |
| A        | Professional Liab   |           |          | HHS8525680    | 12/08/2017              | 12/08/2018              | Aggregate 3,000,000   |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Mountain View Whisman School District is included as an Additional Insured with respect to General Liability per attached CG8391 0515.

**CERTIFICATE HOLDER****CANCELLATION**

Mountain View Whisman School District  
 750 San Pierre Way A  
 Mountain View, CA 94043

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

- (4) Liability assumed under any "insured contract" for the ownership, maintenance, or use of aircraft, watercraft, or "autos"; or
- (5) "Bodily injury" or "property damage" arising out of the operation of any of the equipment listed in Paragraph f. (2) or f. (3) of **Section V – Definitions**, Paragraph 12., "Mobile Equipment"; or
- (6) An aircraft you do not own that is:
  - (a) Hired, chartered, or loaned with a crew; and
  - (b) Not owned in whole or in part by any insured.
- (7) This insurance does not apply, under Paragraph g.(1) and g.(2) above, if the insured has any other insurance for "bodily injury" or "property damage" which would also apply to loss covered under this provision, whether the other insurance is primary, excess, contingent, or on any other basis.
- (8) This insurance is excess, under Paragraph g. (6) above, over any other insurance, whether the other insurance is primary, excess, contingent or on any other basis.

**I. BROADENED COMMERCIAL GENERAL LIABILITY CONDITIONS**

- 1. Paragraph 2. **Duties in The Event Of Occurrence, Offense, Claims Or Suit** under **Section IV – Commercial General Liability Conditions** is amended to add the following provision:

- e. Your obligation to notify us as soon as practicable of an "occurrence," or offense under Paragraph 2.a. above, or a claim or "suit" or offense under Paragraphs 2.a., 2.b., and 2.c above, is satisfied if you send us written notice as soon as practicable after any of your "executive officers," directors, partners, insurance managers, or legal representatives becomes aware of, or should have become aware of, such "occurrence," offense, claim or "suit."

- 2. The following provisions are added to **Section IV – Commercial General Liability Conditions**:

**10. Liberalization**

If we adopt any revision that would broaden the coverage under this coverage part without additional premium within 30 days prior to or during the policy period, the broadened coverage will immediately apply to this coverage part.

**11. Notice To Company**

If you report an "occurrence" or offense to your Workers' Compensation insurer which later becomes a claim under this Coverage Part, failure to report such "occurrence" or offense to us at the time of the "occurrence" or offense will not be considered a violation of the **Duties In The Event Of Occurrence, Offense, Claim Or Suit Condition**, if you notify us as soon as practicable when you become aware that the "occurrence" or offense has become a liability claim.

**J. AUTOMATIC COVERAGE FOR SPECIAL EVENTS**

- 1. You are automatically covered for all "special events" which you organize, promote, administer, sponsor, or conduct during the term of this policy.
- 2. **Section V – Definitions** is amended to add the following paragraph:
  - 23. "Special Event" means any event:
    - a. The purpose of which is to raise funds for you; or
    - b. To recognize the accomplishments of your organization, your "employees," or your volunteer workers; or
    - c. Which you, or an individual or organization with whom you have entered into a contract or agreement, organize, promote, administer, sponsor, or conduct for the purposes described in Paragraphs a. or b. above; and
    - d. Which takes place on premises owned by you, or on premises while rented or leased to you or to that organization described in Paragraph c. above.

**K. AUTOMATIC ADDITIONAL INSURED(S)**

The following provisions are added to **Section II – Who Is An Insured**:

- 4. **Automatic Additional Insured(s)**
  - a. **Additional Insureds – Athletic Activity Participants**
    - (1) This policy is amended to include as an insured any person(s) [hereinafter called Additional Insured(s)] representing you while participating in amateur athletic activities that you sponsor. However, no such person is an insured for:
      - (a) "Medical expenses" under **Coverage C Medical Payments**.
      - (b) "Bodily Injury" to:



- (i) A co-participant, your volunteer worker or your "employee" while participating in amateur athletic activities that you sponsor; or
- (ii) You, or any partner or member, (if you are a partnership or joint venture), or any member (if you are a limited liability company); or
- (c) "Property damage" to property owned by, occupied or used by, rented to, in the care, custody, or control of, or over which physical control is being exercised for any purpose by:
  - (i) A co-participant, your volunteer worker, or your "employee"; or
  - (ii) You, or any partner or member, (if you are a partnership or joint venture), or any member (if you are a limited liability company).

**b. Additional Insured – Contractual Obligations**

(1) This policy is amended to include as an insured any person or organization (hereinafter called Additional Insured) that you are required by a written "insured contract"; to include as an insured, subject to all of the following provisions:

- (a) Coverage is limited to liability arising out of:
  - (i) Your ongoing operations performed for such Additional Insured; or
  - (ii) Such Additional Insured's financial control of you; or
  - (iii) The maintenance, operation or use by you of equipment leased to you by such Additional Insured; or
  - (iv) A permit issued to you by a state or political subdivision.

(b) Coverage does not apply to any "occurrence" or offense:

- (i) Which took place before the execution of, or subsequent to the completion or expiration of, the written "insured contract"; or

(ii) Which takes place after you cease to be a tenant in that premises.

(c) With respect to architects, engineers, or surveyors, coverage does not apply to "Bodily Injury," "Property Damage," "Personal Injury," or "Advertising Injury" arising out of the rendering or the failure to render any professional services by or for you including:

- (i) The preparing, approving, or failing to approve or prepare maps, drawings, opinions, reports, surveys, change orders, designs or specifications; and
- (ii) Supervisory, inspection, or engineering services.

(d) Coverage provided herein shall be considered excess over any other valid and collectible insurance available to the Additional Insured whether that other insurance is primary, excess, contingent, or on any other basis unless a written contractual arrangement specifically requires this insurance to be primary.

(e) In the event that you are engaged in the manufacture or assembly of any goods or products for the benefit or at the direction of another party, pursuant to a contract or agreement with that party, this paragraph (e). does not extend coverage to that party as an Additional Insured. Coverage for such a party will be extended only by a specific endorsement issued by us and naming such party.

**c. Additional Insured – Funding Sources**

(1) This policy is amended to include as an insured any Funding Source (hereinafter called Additional Insured) which requires you in a written contract to name such Additional Insured but only with respect to liability arising out of your premises or "your work" for such Additional Insured, and only to the extent set forth as follows:

- (a) The Limits of Insurance applicable to the Additional Insured are the lesser of those specified in the written contract or agreement or in the Declarations for this policy and subject to all the terms, conditions and exclusions for this policy. The Limits of Insurance applicable to the Additional Insured are inclusive of, and not in addition to, the Limits of Insurance shown in the Declarations.
- (b) The coverage provided to the Additional Insured is not greater than that customarily provided by the policy forms specified in and required by the contract.
- (c) In no event shall the coverages or Limits of Insurance in this Coverage Form be increased by such contract.
- (d) Coverage provided herein shall be considered excess over any other valid and collectible insurance available to the Additional Insured whether that other insurance is primary, excess, contingent, or on any other basis unless a written contractual arrangement specifically requires this insurance to be primary.

**d. Additional Insured – Manager or Lessor of Premises**

- (1) This policy is amended to include as an insured any person or organization (hereinafter called Additional Insured) from whom you lease or rent your premises and which requires you to add such person or organization as an Additional Insured in this policy under:
  - (a) A written contract; or
  - (b) An oral agreement or contract where a Certificate of Insurance has been issued showing that person or organization as an Additional Insured; but only if the written or oral agreement is an "insured contract";
    - (i) Currently in effect or to become effective during the term of this policy; and
    - (ii) Executed prior to the "bodily injury," "property damage," "personal injury", or "advertising injury."

- (2) With respect to the insurance afforded the Additional Insured identified in Paragraph d. (1) immediately above, the following additional provisions apply:

- (a) This insurance applies only to liability arising out of the ownership, maintenance, or use of that portion of the premises leased to you;
- (b) The Limits of Insurance applicable to the Additional Insured are the lesser of those specified in the written contract or agreement or in the Declarations for this policy and subject to all this policy's terms, conditions, and exclusions. The Limits of Insurance applicable to the Additional Insured are inclusive of, not in addition to, the Limits of Insurance shown in the Declarations.
- (c) In no event shall the coverages or Limits of Insurance in this Coverage Part be increased by such contract or agreement.
- (d) Coverage provided herein shall be considered excess over any other valid and collectible insurance available to the Additional Insured whether that other insurance is primary, excess, contingent, or on any other basis unless a written contractual arrangement specifically requires this insurance to be primary.

- (3) This insurance does not apply to:

- (a) Any "occurrence" or offense which takes place after you cease to be a tenant in the premises covered by this endorsement; or
- (b) Structural alterations, new construction, or demolition operations performed by or on behalf of the Additional Insured.

**e. Additional Insured – Owner, Manager, Operator or Lessor of "Special Events" Premises**

- (1) This policy is amended to include as an insured any person or organization (hereinafter called Additional Insured) from whom you lease, rent or occupy the premises upon which a "special event" is held, sponsored or conducted by you, or on your behalf, under:

- (a) A written contract; or
  - (b) An oral agreement or contract where a Certificate of Insurance has been issued showing that person or organization as an Additional Insured; but only if the written or oral agreement is an "insured contract,"
    - (i) Currently in effect or to become effective during the term of this policy; and
    - (ii) Executed prior to the "bodily injury," "property damage," "personal injury," or "advertising injury."
- (2) With respect to the insurance afforded the Additional Insured identified in Paragraph e. (1) of this endorsement, the following additional provisions apply:
- (a) This insurance applies only to liability arising out of the use of that portion of the premises while leased or rented to you for the specific "special event";
  - (b) The Limits of Insurance applicable to the Additional Insured are the lesser of those specified in the contract or agreement pertaining to the use of the premises or in the Declarations for this policy and subject to all of this policy's terms, conditions, and exclusions. The Limits of Insurance applicable to the Additional Insured are inclusive of, not in addition to, the Limits of Insurance shown in the Declarations.
  - (c) In no event shall the coverage or Limits of Insurance in this Coverage Form be increased by such contract or agreement.
  - (d) Coverage provided herein shall be considered excess over any other valid and collectible insurance available to the Additional Insured whether that other insurance is primary, excess, contingent, or on any other basis unless a written contractual arrangement specifically requires this insurance to be primary.
- (3) This insurance does not apply to:
- (a) Any "occurrence" or offense which takes place after you cease to be a tenant, licensee or occupant in the premises covered by this endorsement; or
  - (b) Any acts or "occurrences" caused by or attributable to the owner, manager, operator, or lessor of the premises upon which the "special event" is held.
- f. Additional Insured – Supervisors or Higher in Rank**
- (1) This policy is amended to include as insured any "employees" (hereinafter called Additional Insured), designated as supervisor or higher in rank, who are authorized by you to exercise direct or indirect supervision and control over "employees" and the manner in which work is performed, but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" designated as supervisor or higher in rank, is an insured for:
- (a) "Bodily injury" or "personal injury":
    - (i) To you, to your partners or members (if you are a partnership or joint venture), or to your members (if you are a limited liability company);
    - (ii) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in paragraph (a)(i) above; or
    - (iii) Arising out of his or her providing or failing to provide professional health care services.
  - (b) "Personal Injury":
    - (i) To a co-"employee" while in the course of his or her employment, or
    - (ii) To the spouse, child, parent, brother or sister of that co-"employee" as a consequence of Paragraph (b)(i) above;

- (iii) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (b) (i) or (b) (ii) above.

(c) "Property damage" to property:

- (i) Owned, occupied or used by; or
- (ii) Rented to, in the care, custody, or control of, or over which physical control is being exercised for any purpose by you, any of your "employees," any partner, or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

**g. Additional Insured – LIMITATIONS**

(1) The persons, entities, or organizations to which coverage is extended under Paragraphs a. (Athletic Activity Participants), b. (Contractual Obligations), c. (Funding Sources), d. (Managers or Lessors of Premises), and e. (Owner, Manager, Operator, or Lessor of "Special Events" Premises) are Additional Insureds, but only:

- (a) With respect to each Additional Insured's vicarious liability for "actual damages" solely caused by you or by "your work" that is ongoing for such Additional Insured's supervision of "your work"; and
- (b) If the Additional Insured did not cause or contribute to the "occurrence" or act resulting in liability.

(2) If an endorsement is attached to this policy and specifically names a person or organization as an Additional Insured, then the coverage extended under this paragraph 4. **AUTOMATIC ADDITIONAL INSURED(S)** does not apply to that person, entity, or organization.

(3) The following is added to **Section V – Definitions**:

24. "Actual Damages" is to have its usual and customary legal meaning and excludes without limitation, punitive damages,

restitution, penalties, and formula damages added to "actual damages" and any other enhanced damages.

(4) All other terms and conditions of this Coverage Part which are not inconsistent with this Paragraph h. apply to coverage extended to the above referenced Additional Insureds **REGARDLESS OF WHETHER OR NOT A COPY OF THIS COVERAGE PART AND/OR ITS ENDORSEMENTS ARE DELIVERED TO AN ADDITIONAL INSURED.**

**L. BLANKET WAIVER OF SUBROGATION**

Paragraph 8. under **Section IV – Commercial General Liability Conditions** is deleted and replaced with the following:

**8. Transfer of Rights Of Recovery Against Others To Us And Blanket Waiver Of Subrogation**

- a. If an 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.
- b. If required by written "insured contract," we waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract for that person or organization and included in the "products-completed operations hazard."

**M. PRIORITY OF APPLICATION FOR MULTIPLE INSUREDS**

**Section III – Limits Of Insurance** is amended to add the following paragraph:

8. In the event a claim or "suit" is brought against more than one insured, due to "bodily injury" or "property damage" from the same "occurrence," or "personal injury," or "advertising injury," from the same offense, we will apply the Limits of Insurance in the following order:
- a. You;
  - b. Your "executive officers," directors, "employees," and
  - c. Any other insureds in any order that we choose.

**ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.**