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| Introduction Date | 6/28/23 |
| Enactment Number | 23-1313 |
| Enactment Date | 6/29/2023 CJH |



Board Cover Memorandum

To Board of Education

From Kyla Johnson-Trammell, Superintendent
Sondra Aguilera, Chief Academic Officer
Mara Larsen-Fleming, Director, Health and Wellness

Meeting Date June 28, 2023

Subject Memorandum of Understanding - No-Cost - LifeLong Medical Care - School-Based Health Center - Community Schools and Student Services Department

Ask of the Board Approve Service Agreement
 Ratify Service Agreement

Services Lifelong Medical care to Operate School Based Health Centers.

Term Start Date: July 1, 2023 End Date: June 30, 2027

Not-To-Exceed Amount \$0 No Fiscal Impact

Competitively Bid No. This no-cost agreement is under the bidding threshold.

In-Kind Contributions N/A

Funding Source(s) N/A. No-cost agreement.

Background Through its school-based health centers, Lifelong Medical care partners with identified Oakland schools to help meet the medical health, dental health, mental health, health education and youth development needs of the students. Lifelong Medical care will partner with other service providers on these campuses to provide a holistic set of wrap-around services that remove barriers to learning and ensure increased access to care.

Attachment(s) Memorandum of Understanding – No-Cost with Lifelong Medical Care

MEMORANDUM OF UNDERSTANDING BETWEEN OAKLAND UNIFIED SCHOOL DISTRICT AND LifeLong Medical Care

I. PURPOSE

The purpose of this Memorandum of Understanding ("MOU") is to establish a relationship between Oakland Unified School District ("OUSD") and Lifelong Medical Care ("CONTRACTOR") (collectively referred to as "Parties").

WHEREAS, the CONTRACTOR's services or program described in this MOU are paid by Alameda County in a separate contract between CONTRACTOR and Alameda County (and thus will be provided at no cost to OUSD, the students, or the parents unless provided otherwise herein); and

BOTH PARTIES HEREBY enter into this MOU to enable CONTRACTOR to provide said services/program on school(s), site(s) ("Schools") selected in Section II of the MOU.

II. SCOPE OF SERVICES

Through its school-based health center and dental van, LifeLong Medical Care partners with identified Oakland schools to help meet the medical health, dental health, mental health, health education and youth development needs of the students. LifeLong Medical Care will partner with other service providers on these campuses to provide a holistic set of wrap-around services that remove barriers to learning and ensure increased access to care,

A. School-based health centers will provide the following services:

1. Mental health counseling
2. Physical exams/sports physical
3. Diagnosis and treatment of minor illness, injury and medical conditions
4. STD screening and treatment
5. Dental screening and treatment
6. Health education for students and families
7. Professional development for school staff
8. Youth development programs
9. Outreach to youth and their families
10. Community-wide health promotion events and activities
11. Case management, including appropriate follow-up and referrals to health and social service providers on and off site.

B. Unless otherwise agreed to in writing by the parties, the School(s) served by this agreement is/are the following:

| SCHOOL BASED HEALTH CENTER | ADDRESS | SCHOOLS |
|--|---|---|
| Elmhurst United Health Center | 1800 98th Ave., Suite 103 (Corner of Birch St. & 98th Ave) Oakland, CA 94603 | Elmhurst United Middle School :1800 98th Ave., Oakland, CA 94603 Highland Community School: 8521 A Street, Oakland, CA 94621 Reach: 9845 Bancroft Ave, Oakland, CA 94603 |
| West Oakland Middle School Health Center | 991 14th St., Bldg. H, Oakland, CA 84607 | West Oakland Middle School: 991 14th St., Oakland, CA 84607 Martin Luther King Jr.: Elementary School 960 10th Street, Oakland, CA 94607 Hoover: 890 Brockhurst St, Oakland, CA 94608 KIPP Bridge Academy Charter School: 1700 Market St., Oakland, CA 94607 |

Additionally, the dental van provides services at:

- Highland Community School- 8521 A Street, Oakland, CA 94621
- Hoover Elementary - 890 Brockhurst St, Oakland, CA 94608

C. For the term of this MOU, the expectations or goals that are in agreement with the program's services are:

1. Develop student's social health/skills
2. Improve student's emotional health
3. Improve student's physical health
4. Help ensure, create, and/or sustain safe, healthy and supportive schools
5. Create accountability for quality
6. Help create full service community schools in OUSD

III. CONTRACTOR RESPONSIBILITIES

A. Policies Ensure that all CONTRACTOR personnel, including subcontractors, will comply with any policy and systems in place at OUSD and School(s). This includes, but is not limited to the

following:

1. **Drug and Smoke Free Policy-** No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on OUSD property. No students, staff, visitors, CONTRACTORS, or subcontractors are to use drugs at these School(s).
2. **Anti-Discrimination Policy-** It is the policy of OUSD that in connection with CONTRACTOR's services in this MOU there shall be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age. Therefore, the CONTRACTOR agrees to comply with applicable Federal and California laws.
3. **Conflict of Interest-** CONTRACTOR shall abide by and be subject to all applicable OUSD policies, regulations, statutes or other laws regarding conflict of interest. CONTRACTOR shall not hire any OUSD employee to perform the services in this MOU, and affirms that to the best of its knowledge no such conflict presently exists. CONTRACTOR agrees to alert OUSD in writing if and when a potential conflict does arise.
4. **Family Education Rights and Privacy Act-** CONTRACTOR shall observe District policies and regulations, and state and federal laws, including the Family Education Rights and Privacy Act of 1974, commonly known as FERPA, related to the confidentiality of pupil and personnel records.
5. **Field Trip Policy: Field Trips, Off-Site Events and Off-Site Activities -** CONTRACTOR shall complete the OUSD field trip application for any field trips, and/or off-site events, and/or off-site activities that take place during the school day. CONTRACTOR shall provide each Site Administrator with a schedule of all field trips, and/or off-site events, and/or off-site activities that take place outside of the school day (i.e., after school, weekends, summer).
6. **Sexual Health Education:** CONTRACTOR shall have all classroom based Sexual Health Education reviewed and approved by OUSD before providing in class instruction.

B. Required Documents- CONTRACTOR shall ensure that all CONTRACTOR personnel who will be on OUSD premises have been: (a) fingerprinted; (b) submitted to a California Department of Justice criminal background check via Livescan or a similar service as required by the Education Code; and (c) administered a tuberculosis test.

C. Insurance- CONTRACTOR shall provide evidence of general liability insurance that names OUSD, as an additional insured, at locations where CONTRACTOR provides programs/services with at least \$1M in coverage per occurrence and which shall include coverage for corporal punishment, sexual misconduct, harassment, bodily injury and property damage. CONTRACTOR shall furnish a certificate of said insurance to OUSD.

1. CONTRACTOR shall procure and maintain at all times during the performance of such work, Workers' Compensation Insurance in conformance with the laws of the State of California and Federal laws when applicable. Employers' Liability Insurance shall not be less than One Million Dollars (\$1,000,000) per accident or disease.

2. **CONTRACTOR** shall maintain Commercial General Liability insurance, including automobile coverage with limits of One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage. The coverage shall be primary as to OUSD and shall name OUSD as an additional insured. Evidence of insurance must be attached.

3. Endorsement of OUSD as an additional insured shall not affect the District's rights to any claim, demand, suit or judgment made, brought or recovered against **CONTRACTOR**. The policy shall protect **CONTRACTOR** and the OUSD in the same manner as though each were separately issued. Nothing in said policy shall operate to increase the Insurer's liability as set forth in the policy beyond the amount or amounts shown or to which the insurer would have been liable if only one interest were named as an insured.

D. Communication- **CONTRACTOR** shall communicate with School(s) and OUSD staff, both formally and informally, to ensure, to the best of the program's ability, that the **CONTRACTOR**'s services are aligned with the School(s) and OUSD's mission and objectives and are adequately meeting student's needs. At the request of School(s) or OUSD staff, and to the extent allowed by HIPAA and state privacy laws. **CONTRACTOR** shall provide data about student participation in the **CONTRACTOR**'s program.

E. Confidentiality- **CONTRACTOR** shall maintain strict confidentiality of all information about individual students received under this MOU and will not disseminate such information without the express written consent of OUSD or without the consent of the student, and/or eligible student and/or guardian, as provided for under HIPAA, FERPA and other applicable privacy regulations. **CONTRACTOR** will comply with FERPA and will be allowed to use the data received to solicit funding to continue to expand its services/program, so long as there is no information from which the identity of any student in the **CONTRACTOR**'s program as a participant could be made. **CONTRACTOR** and OUSD will refer to the School-Based Health Center Guidelines for Patient Information Sharing document.

F. Site-Based Agreements- **CONTRACTOR** shall complete an annual site-based agreement with each school where services are provided to outline program vision, description of services, staffing, schedule, shared goals and objectives, and mutual expectations.

IV. OUSD RESPONSIBILITIES

A. Work Location/Space- OUSD shall provide suitable, accessible on-site work space at the participating School(s), to be agreed upon by School(s), OUSD Staff, and the **CONTRACTOR**, at no expense to the **CONTRACTOR**. OUSD shall provide and inspect smoke detectors and fire extinguishers, in accordance with Title 19 of the California Code of Regulations. OUSD shall include **CONTRACTOR** staff in school fire inspections, site safety and disaster plans, in the same manner as OUSD employees OUSD shall supply heat and electrical power to each school-based site at no expense to **CONTRACTOR**.

B. Maintenance- OUSD shall provide necessary services to maintain the school based sites, in accordance with OSHA and OSHA 3 standards. This includes providing janitorial services,

maintenance, utilities, and technology support, in a manner satisfactory to the CONTRACTOR. OUSD shall clean each school based site facility, including restrooms, exam rooms and common areas daily when the clinic is open at the level of service required by OSHA and provided to the OUSD's public schools at no expense to CONTRACTOR.

C. Data- OUSD shall ensure that CONTRACTOR has reasonable access, to the extent allowable by FERPA, HIPAA and state privacy laws, to provide its services consistent with the CONTRACTOR's program, support the educational success and goals of students, and to evaluate the impact of its program on students at School(s). The Parties agree to execute any District authorized data sharing agreement necessary for compliance with this Section.

D. COMMUNICATIONS- OUSD shall provide sufficient telephone, facsimile and data lines for the operation of each school- based site at no expense to CONTRACTOR.

V. DURATION

The term of this MOU is from 7/01/2023 to 6/30/2027

VI. TERMINATION

Either party may terminate this MOU at any time, without cause, with 30 day written notice to the other party. This agreement may be amended by mutual consent of the parties. All amendments must be in writing and signed by both parties.

VII. HOLD HARMLESS/INDEMNITY

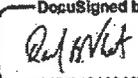
A. To the furthest extent permitted by California law, CONTRACTOR shall indemnify, defend and hold harmless OUSD, its Governing Board, agents, representatives, officers, consultants, employees, trustees, and volunteers ("OUSD Indemnified Parties") from any and all claims or losses accruing or resulting from injury, damage, or death of any person or entity arising out of CONTRACTOR's performance of this Agreement. CONTRACTOR also agrees to hold harmless, indemnify, and defend OUSD Indemnified Parties from any and all claims or losses incurred by any supplier, outside contractor, or subcontractor furnishing work, services, or materials to CONTRACTOR arising out of the performance of this Agreement outside of the work, services or materials that OUSD has agreed to provide under this Agreement. CONTRACTOR shall, to the fullest extent permitted by California law, defend OUSD Indemnified Parties at CONTRACTOR's own expense, including attorneys' fees and costs, and OUSD shall have the right to accept or reject any legal representation that CONTRACTOR proposes to defend OUSD Indemnified Parties.

B. To the furthest extent permitted by California law, OUSD shall indemnify, defend, and hold harmless CONTRACTOR, its Board, agents, representatives, officers, consultants, employees,

trustees, and volunteers ("CONTRACTOR Indemnified Parties") from any and all claims or losses accruing or resulting from injury, damage, or death of any person or entity arising out of OUSD's performance of this Agreement. OUSD shall also indemnify CONTRACTOR Indemnified Parties from any claims and losses, incurred by any OUSD supplier, outside contractor or subcontractor furnishing work, services or materials arising from OUSD's performance of responsibilities under Clause IV (OUSD Responsibilities) in this Agreement. OUSD shall, to the fullest extent permitted by California law, defend CONTRACTOR Indemnified Parties at OUSD's own expense, including attorneys' fees and costs.

IN WITNESS THEREOF, the parties to this agreement have duly executed it on the day, month and year set forth below.

CONTRACTOR:

DocuSigned by:

Contractor Signature : 14DC454828074F9...
Print Name, Title : David B. Viet Chief Executive Officer

Date: 5/31/2023

OAKLAND UNIFIED SCHOOL DISTRICT:

Sponsoring Department or Site Principal: Sondra Aguilera, Chief Academic Officer

Sondra Aguilera
Signature

6/2/2023
Date

OUSD Superintendent : Kyla Johnson-Trammell

Kyla Johnson-Trammell
Signature

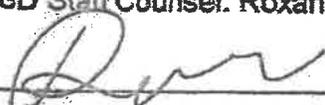
6/29/2023
Date

Board of Education President : Mike Hutchinson

Mike Hutchinson
Signature

6/29/2023
Date

Approved as to form and procedure by:
OUSD Staff Counsel: Roxanne De La Rocha



Signature

05/31/2023
Date



June 1, 2023

Oakland Unified School District
1000 Broadway, Suite 150
Oakland, CA 94607

RE: LIFELONG MEDICAL CARE STATEMENT OF QUALIFICATION

Dear Gentleperson:

Lifelong Medical Care is a Federally Qualified Health Center that began in 1976 as the Over 60 Health Center. Today, Lifelong is a multi-site, non-profit, Federally Qualified Health Center providing primary health care services to people of all ages, primarily in Alameda and Contra Costa Counties. In 2018, Lifelong provided over 300,000 health care visits to more than 66,000 people.

LifeLong has been providing school-based health services for OUSD schools since 2009, and is committed to reducing health disparities, expanding healthcare access, and improving the health of our communities. As a result, LifeLong is qualified to provide services to the Oakland Unified School District.

Very truly yours,

DocuSigned by:

14D9454828074E9
David B. Viet

Chief Executive Officer



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/1/2023

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 ProCo Insurance Services 910 E Hamilton Ave #410 Campbell, CA 95008 | CONTACT NAME: Jennifer Townsend PHONE (A/C, No, Ext): (408) 510-5480 FAX (A/C, No): E-MAIL ADDRESS: jennifer.townsend@proco.global | | | | | | | | | | | | | | | | | | | | |
|--|---|-------------------------------|--|--------|-------------|---|--|-------------|--------------------------------|-------|-------------|--|--|-------------|--|--|-------------|--|--|-------------|--|
| | <table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A :</td> <td>Nonprofits Insurance Alliance of California</td> <td></td> </tr> <tr> <td>INSURER B :</td> <td>Cypress Insurance Company (CA)</td> <td>10855</td> </tr> <tr> <td>INSURER C :</td> <td></td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> <td></td> </tr> </table> | INSURER(S) AFFORDING COVERAGE | | NAIC # | INSURER A : | Nonprofits Insurance Alliance of California | | INSURER B : | Cypress Insurance Company (CA) | 10855 | INSURER C : | | | INSURER D : | | | INSURER E : | | | INSURER F : | |
| INSURER(S) AFFORDING COVERAGE | | NAIC # | | | | | | | | | | | | | | | | | | | |
| INSURER A : | Nonprofits Insurance Alliance of California | | | | | | | | | | | | | | | | | | | | |
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| INSURER C : | | | | | | | | | | | | | | | | | | | | | |
| INSURER D : | | | | | | | | | | | | | | | | | | | | | |
| INSURER E : | | | | | | | | | | | | | | | | | | | | | |
| INSURER F : | | | | | | | | | | | | | | | | | | | | | |
| INSURED LifeLong Medical Care PO Box 11247 (94712) 2344 6th Street Berkeley, CA 94710 | | | | | | | | | | | | | | | | | | | | | |

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 SUBR INSD 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"/> Sexual Misconduct GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER: | X | 202228735 | 10/1/2022 | 10/1/2023 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 |
| A | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY | | 202228735 | 10/1/2022 | 10/1/2023 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ |
| A | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0 | | 202228735 | 10/1/2022 | 10/1/2023 | EACH OCCURRENCE \$ 9,000,000 AGGREGATE \$ 9,000,000 |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) <input type="checkbox"/> Y/N <input type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below | | LIWC422040 | 1/1/2023 | 1/1/2024 | <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 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Oakland Unified School District are named additional insured with respects to General Liability per attached company form. Insurance is Primary and Non-Contributory per attached form.

Additional Coverage:

Improper Sexual Conduct and Physical Abuse Liability:
Coverage Limit: \$1M Occ / \$2M Agg.
SEE ATTACHED ACORD 101

| | |
|--|--|
| CERTIFICATE HOLDER Oakland Unified School District Attn: Risk Management 1000 Broadway, Suite 440 Oakland, CA 94607 | 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  |
|--|--|



ADDITIONAL REMARKS SCHEDULE

| | | | |
|---|-----------------------------|--|--|
| AGENCY ProCo Insurance Services | | NAMED INSURED LifeLong Medical Care PO Box 11247 (94712) 2344 6th Street Berkeley, CA 94710 | |
| POLICY NUMBER SEE PAGE 1 | | EFFECTIVE DATE: SEE PAGE 1 | |
| CARRIER SEE PAGE 1 | NAIC CODE SEE P 1 | | |

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
 Effective 10/1/22 to 10/1/23

Cyber Excess Liability:
 Coverage Limit: \$1 Million over \$2 Million (Primary Cyber)
 Effective: 01/01/2022 to 01/01/2023

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

| |
|---|
| <p>Name Of Additional Insured Person(s) Or Organization(s):</p> <p>Oakland Unified School District Attn: Risk Dept</p> |
| <p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p> |

- A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
1. In the performance of your ongoing operations; or
 2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED
PRIMARY AND NON-CONTRIBUTORY
ENDORSEMENT FOR PUBLIC ENTITIES**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

A. Section II – WHO IS AN INSURED is amended to include:

4. Any public entity as an additional insured, and the officers, officials, employees, agents and/or volunteers of that public entity, as applicable, who may be named in the Schedule above, when you have agreed in a written contract or written agreement presently in effect or becoming effective during the term of this policy, that such public entity and/or its officers, officials, employees, agents and/or volunteers be added as an additional insured(s) on your policy, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- a. Your negligent acts or omissions; or
- b. The negligent acts or omissions of those acting on your behalf;

in the performance of your ongoing operations.

No such public entity or individual is an additional insured for liability arising out of the sole negligence by that public entity or its designated individuals. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.

B. Section III – LIMITS OF INSURANCE is amended to include:

8. The limits of insurance applicable to the public entity and applicable individuals identified as an additional insured(s) pursuant to Provision A.4. above, are those specified in the written contract between you and that public entity, or the limits available under this policy, whichever are less. These limits are part of and not in addition to the limits of insurance under this policy.

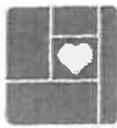
C. With respect to the insurance provided to the additional insured(s), Condition 4. Other Insurance of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS is replaced by the following:

4. Other Insurance

a. Primary Insurance

This insurance is primary if you have agreed in a written contract or written agreement:

- (1) That this insurance be primary. If other insurance is also primary, we will share with all that other insurance as described in c. below; or



- (2) The coverage afforded by this insurance is primary and non-contributory with the additional insured(s)' own insurance.

Paragraphs (1) and (2) do not apply to other insurance to which the additional insured(s) has been added as an additional insured or to other insurance described in paragraph b. below.

b. Excess Insurance

This insurance is excess over:

1. Any of the other insurance, whether primary, excess, contingent or on any other basis:
 - (a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
 - (b) That is fire, lightning, or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;
 - (c) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises temporarily occupied by you with permission of the owner; or
 - (d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of **SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE**.
 - (e) Any other insurance available to an additional insured(s) under this Endorsement covering liability for damages which are subject to this endorsement and for which the additional insured(s) has been added as an additional insured by that other insurance.
- (1) When this insurance is excess, we will have no duty under Coverages A or B to defend the additional insured(s) against any "suit" if any other insurer has a duty to defend the additional insured(s) against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the additional insured(s)' rights against all those other insurers.
- (2) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:
 - (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
 - (b) The total of all deductible and self-insured amounts under all that other insurance.
- (3) We will share the remaining loss, if any, with any other insurance that is not described in this **Excess Insurance** provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Methods of Sharing

If all of the other insurance available to the additional insured(s) permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any other the other insurance available to the additional insured(s) does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.