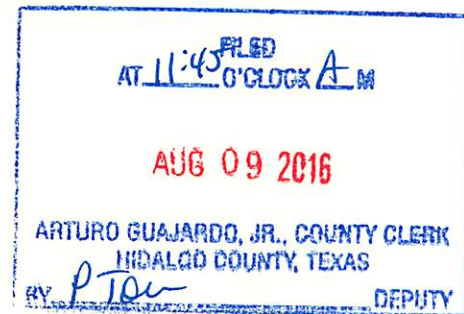


MEMORANDUM OF UNDERSTANDING
Between
Hidalgo County Head Start Program and
The University of Texas Rio Grande Valley
2016-2017



WHEREAS, the County of Hidalgo acting by and through the **Hidalgo County Head Start Program** ("**Head Start**"), a governmental entity, desires to provide a Head Start Program for children ages 3 and 4 years old at **The University of Texas Rio Grande Valley** campus, hereinafter referred to as "**University**".

WHEREAS, the **University** desires to provide facilities for **Head Start** to provide its services to qualified children of the service area,

NOW THEREFORE, The **University** and **Head Start** agree as follows:

1. Classes

Head Start agrees to provide all personnel, supplies and equipment, during regular **Head Start** hours, in order to provide child development services for qualified children of the service area (the "**Services**"). **Head Start** will operate between the hours of 7:45 a.m. and 5:15 p.m. as needed in facilities provided and designated by the **University** at **College of Education Model Lab Center**. The **University** will designate two (2) classrooms located in the College of Education, a kitchen area for food preparation, and office space (the "**Facility**"); a minimum of three (3) reserved parking spaces for parents and a playground area to be used by the **Head Start Program** for a program defined above will also be provided.

2. Term

The term of this Memorandum of Understanding is for one (1) year commencing August 1, 2016 and terminating July 31, 2017.

3. Facilities

The **University** hereby agrees to provide two (2) classrooms located in the College of Education ("**COE**"), a kitchen area for food preparation, office space, a minimum of three (3) reserved parking spaces for parents, and a playground area on a year round basis for **Head Start** to conduct its Early Childhood Development Program. **Head Start** agrees to pay for utilities, including but not limited to, lighting, heating, ventilation, air conditioning, water and general custodial services reasonably required to provide services. Utility cost will be prorated by the parties based on the square footage occupied by **Head Start**. **Head Start** will also pay for all expenses associated with the janitorial maintenance of the Facility and seven (7) parking passes for the **Head Start** staff. **Head Start** shall

coordinate all programs and schedules with the assigned Liaison of the **University**. **Head Start** assumes responsibility and liability arising from, associated with or in any way connected to the storage of all property of **Head Start** on the premises of the **University**. In connection therewith and not in any way limiting the foregoing, **Head Start** expressly assumes all liability and responsibility for theft or damages to property of **Head Start** located on the premises of the **University**.

4. Insurance

At all times during the term of this Memorandum of Understanding, **Head Start** shall maintain in place a commercial general liability insurance policy insuring its property against bodily injury and property damage claims brought in connection with this MOU. **Head Start** agrees to carry insurance in the amounts shown below. **Head Start** will furnish the **University** with certificates of insurance covering all required policies.

- **Workers Compensation Insurance with statutory limits, and Employer's Liability Insurance with limits of not less than \$1,000,000:**

Employers Liability - Each Accident	\$1,000,000
Employers Liability - Each Employee	\$1,000,000
Employers Liability - Policy Limit	\$1,000,000

- **Commercial General Liability Insurance with limits of not less than:**

Each Occurrence Limit	\$1,000,000
Damage to Rented Premises	\$ 100,000
Medical Expenses (any one person)	\$ 10,000
Personal & Advertising Injury	\$1,000,000

- **Business Auto Liability Insurance** covering all owned, non-owned or hired automobiles, with limits of not less than \$1,000,000 Combined Single Limit Bodily Injury and Property Damage;

Insurance policies, with the exception of Workers' Compensation and Employer's Liability, will be endorsed and name **University** as an Additional Insured. All policies will be endorsed to provide a waiver of subrogation in favor of **University**. All policies with the exception of Workers' Compensation and Employer's Liability will be endorsed to provide primary and non-contributory coverage. No policy will be canceled until after thirty (30) days' unconditional written notice to **University**.

5. Indemnification

TO THE EXTENT ALLOWED BY LAW, **HEAD START** WILL AND DOES HEREBY AGREE TO INDEMNIFY, PROTECT, DEFEND WITH COUNSEL APPROVED BY **UNIVERSITY**, AND HOLD HARMLESS **UNIVERSITY** AND THE **UNIVERSITY OF TEXAS SYSTEM**, AND THEIR RESPECTIVE AFFILIATED ENTERPRISES, REGENTS, OFFICERS, DIRECTORS, ATTORNEYS, EMPLOYEES, REPRESENTATIVES AND AGENTS (COLLECTIVELY "**INDEMNITEES**") FROM AND AGAINST ALL DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, JUDGMENTS, EXPENSES, AND OTHER CLAIMS OF ANY NATURE, KIND, OR DESCRIPTION, INCLUDING REASONABLE ATTORNEYS' FEES INCURRED IN INVESTIGATING, DEFENDING OR SETTLING ANY OF THE FOREGOING (COLLECTIVELY "**CLAIMS**") BY ANY PERSON OR ENTITY, ARISING OUT OF, CAUSED BY, OR RESULTING FROM **HEAD START'S** PERFORMANCE UNDER OR BREACH OF THIS AGREEMENT AND THAT ARE CAUSED IN WHOLE OR IN PART BY ANY NEGLIGENT ACT, NEGLIGENT OMISSION OR WILLFUL MISCONDUCT OF **HEAD START**, ANYONE DIRECTLY EMPLOYED BY **HEAD START** OR ANYONE FOR WHOSE ACTS **HEAD START** MAY BE LIABLE. THE PROVISIONS OF THIS SECTION WILL NOT BE CONSTRUED TO ELIMINATE OR REDUCE ANY OTHER INDEMNIFICATION OR RIGHT WHICH ANY INDEMNITEE HAS BY LAW OR EQUITY. ALL PARTIES WILL BE ENTITLED TO BE REPRESENTED BY COUNSEL AT THEIR OWN EXPENSE.

TO THE EXTENT ALLOWED BY LAW, **UNIVERSITY** WILL AND DOES HEREBY AGREE TO INDEMNIFY, PROTECT, DEFEND WITH COUNSEL APPROVED BY **HEAD START**, AND HOLD HARMLESS **HEAD START** AND THE COUNTY, AND THEIR RESPECTIVE AFFILIATED ENTERPRISES, REGENTS, OFFICERS, DIRECTORS, ATTORNEYS, EMPLOYEES, REPRESENTATIVES AND AGENTS (COLLECTIVELY "**INDEMNITEES**") FROM AND AGAINST ALL DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, JUDGMENTS, EXPENSES, AND OTHER CLAIMS OF ANY NATURE, KIND, OR DESCRIPTION, INCLUDING REASONABLE ATTORNEYS' FEES INCURRED IN INVESTIGATING, DEFENDING OR SETTLING ANY OF THE FOREGOING (COLLECTIVELY "**CLAIMS**") BY ANY PERSON OR ENTITY, ARISING OUT OF, CAUSED BY, OR RESULTING FROM **UNIVERSITY'S** PERFORMANCE UNDER OR BREACH OF THIS AGREEMENT AND THAT ARE CAUSED IN WHOLE OR IN PART BY ANY NEGLIGENT ACT, NEGLIGENT OMISSION OR WILLFUL MISCONDUCT OF **UNIVERSITY**, ANYONE DIRECTLY EMPLOYED BY THE **UNIVERSITY** OR ANYONE FOR WHOSE ACTS THE **UNIVERSITY** MAY BE LIABLE. THE PROVISIONS OF THIS SECTION WILL NOT BE CONSTRUED TO ELIMINATE OR REDUCE ANY OTHER INDEMNIFICATION OR RIGHT WHICH ANY INDEMNITEE HAS BY LAW OR EQUITY. ALL PARTIES WILL BE ENTITLED TO BE REPRESENTED BY COUNSEL AT THEIR OWN EXPENSE.

6. Other

The **University** agrees to collaborate with **Head Start** through community service projects such as: Week of the Young Child, dia del libro, adopt a child, holiday events, etc. The COE agrees to identify courses that will participate in **Head Start** Model Lab Center to include: Early childhood Education, Bilingual Education and Special Education. **Head Start** agrees to allow the **University** to use the **Head Start** classrooms as a site for research involving young children by designated faculty with appropriate IRB forms. **Head Start** agrees to allow the **University** to use the **Head Start** classrooms to provide field experiences to students at the COE studying child development and the teaching and learning process (observations, activities, lessons, etc.). **Head Start** agrees to allow **University**

faculty to model appropriate lessons based on young children's developmental needs and interests in areas such as early language and literacy skills, dual language development, math concepts, exploring science and nature, social and emotional skills, utilizing a philosophy of active learning through play that will contribute to their success in later schooling. **Head Start** will request permission from **Head Start** parents whose children are participating in the COE **Head Start** Model Lab Center to be part of the naturalistic observation which takes place daily. The observation will be done through the one-way view windows in classrooms 1.404 and 1.406.

7. Termination

The **University** and **Head Start** shall have the right to cancel this Memorandum of Understanding for any reason upon thirty (30) day notice. Any notice of termination must be in writing and sent by certified mail no less than thirty (30) days before the effective date of such termination as follows:

If to **University**: The University of Texas Rio Grande Valley
1201 W. University Dr.
Edinburg, TX 78539
Attention: Martin Baylor
Vice-President for Business Affairs

with copy to: The University of Texas Rio Grande Valley
1201 W. University Dr.
Edinburg, TX 78539
Attention: Norma Dryer
Director of Materials Management

If to **Head Start**: Hidalgo County Head Start Program
P.O. Box 0117
Edinburg, TX 78540
Attention: Teresa Flores
Executive Director

8. Standards of Performance; Applicable Laws

Notwithstanding anything to the contrary contained in this Memorandum of Understanding, **Head Start** agrees and acknowledges that **University** is entering into this Memorandum of Understanding in reliance on **Head Start's** special and unique knowledge and abilities with respect to the operation and management of the Services. **Head Start** accepts the relationship of trust and confidence established between it and **University** by this Memorandum of Understanding. **Head Start** will use its best efforts, skill, judgment, and abilities to perform the Services and to further the interests of **University** in accordance with **University's** requirements and procedures, in accordance with the highest standards of **Head Start's** profession or business and in compliance with all applicable national, federal, state, and municipal, laws, regulations, codes, ordinances and orders.

9. Limited Access; Facility License

Head Start, its employees, representatives, agents, and subcontractors, will have the right to use and access only the Facility to perform the Services and will have no right to use or access any other **University** facilities. **University** will permit **Head Start** to use the Facility in accordance with the license contained in this Section. **University** licenses the Facility in its current, "as is" condition to **Head Start** for use by **Head Start** and its employees, representatives, agents, and subcontractors in the performance of the Services and for no other purpose. This is a non-exclusive license to use the Facility. **University** may enter the Facility at any time for any reason. No unlawful activities will be permitted in the use of the Facility. **Head Start** will comply with all Applicable Laws in connection with the use of the Facility. **Head Start** will cause all of its employees, representatives, agents, and subcontractors to observe and comply with all Applicable Laws.

Head Start will not modify, alter or repair the Facility or any other **University** facilities without the prior written approval of **University** and with project management of renovations by **University**.

Head Start will not harm the Facility or make any use of the Facility that is offensive as determined by **University**. Upon expiration or termination of this Memorandum of Understanding for any reason, **Head Start** will remove **Head Start** Owned Equipment and other effects, repair any damage caused by the removal, and peaceably deliver up the Facility in clean condition and in good order, repair and condition, ordinary wear and tear excepted. Any personal property of **Head Start** not removed within two (2) days following the termination will be deemed abandoned by **Head Start** and **University** may dispose of the property in any manner it chooses, with no liability or reimbursement obligation to **Head Start**.

Head Start will not suffer any mechanic's lien to be filed against the Facility or the adjoining facilities by reason of any work, labor, services, or materials performed at or furnished to the Facility for **Head Start**. Nothing in this Memorandum of Understanding will be



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/8/2016

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).

PRODUCER Montalvo Insurance Agency 208 South Texas Blvd PO Box 2 Weslaco TX 78599	CONTACT NAME: Jesusa Villarreal PHONE (A/C No. Ext): (956) 968-5521 E-MAIL ADDRESS: jessie@montalvoinsurance.com	FAX (A/C No.): (956) 969-9198
	INSURER(S) AFFORDING COVERAGE	
INSURED Hidalgo County PO Box 1356 Edinburg TX 78540	INSURER A: The Princeton Excess & Surplus	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	


COVERAGES CERTIFICATE NUMBER: CL151221.01767 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	ADDITIONAL SUBROGATION	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"/> EBL 1,000,000/1,000,000 <input checked="" type="checkbox"/> LAW 1,000,000/2,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		NIA3RL000087-03	1/1/2016	1/1/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ Included MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ Included GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/POP AGG \$ Included \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		NIA3RL000087-03	1/1/2016	1/1/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ SIR \$ 100,000
	UMBRELLA LIAB EXCESS LIAB OCCUR CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	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 <input type="checkbox"/> N/A				PER STATUTE <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	PUBLIC OFFICIALS		NIA3RL000087-03	1/1/2016	1/1/2017	LIMIT (SIR \$100,000) 2,000,000 AGGREGATE 2,000,000

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

CERTIFICATE HOLDER**CANCELLATION**

Hidalgo County Head Start Program PO Box 117 Edinburg, TX 78540	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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SAFETY NATIONAL CASUALTY CORPORATION
EXCESS WORKERS COMPENSATION INSURANCE BINDER

NAME INSURED EMPLOYER: HIDALGO COUNTY
ADDRESS: 2812 SOUTH HIGHWAY 281, EDINBURG, TX 78539
POLICY NUMBER: AGC4054134
TYPE OF INSURANCE: Specific Excess and Aggregate Excess Workers' Compensation
and Employers' Liability Insurance
LOCATION(S): TEXAS
POLICY LIABILITY PERIOD: January 01, 2016 through January 01, 2017
POLICY PAYROLL REPORTING PERIOD: January 01, 2016 through January 01, 2017

This is to certify that the above named Insured Employer is covered by Specific Excess and Aggregate Excess Workers' Compensation and Employers' Liability Insurance by the CORPORATION.

Specific Excess Insurance

Self-Insured Retention Per Occurrence	\$ 500,000
Maximum Limit of Indemnity Per Occurrence	Statutory
Employers' Liability Maximum Limit of Indemnity Per Occurrence	\$ 1,000,000

Aggregate Excess Insurance

Loss Fund Percentage for the Liability Period	180.00 %
Minimum Loss Fund for the Liability Period	\$ 2,632,405
Maximum Limit of Indemnity of the CORPORATION for the Liability Period	\$ 2,000,000

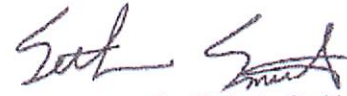
Other Terms

Premium Rate	\$ 0.145 per \$100 of Payroll
Minimum Premium for the Liability Period	\$ 194,640
Deposit Premium for the Payroll Reporting Period	\$ 194,640

This binder is effective January 01, 2016 to policy issuance and is subject to all the terms and conditions of, and shall be automatically terminated and superseded by, the Excess Workers' Compensation Agreement and Employers' Liability Insurance Agreement when issued.

Issued at St. Louis, Missouri, on December 04, 2015.

SAFETY NATIONAL CASUALTY CORPORATION



By: Seth A. Smith

Senior Vice President Workers' Compensation Underwriting
Date: December 04, 2015

1004 00 1101 (XWC)

Endorsement Schedule

RE: HIDALGO COUNTY

Policy No: AGC4054134

Effective Date: 12:01 A.M. January 01, 2016

Number	Title
0065 00 1092 (XWC)	TEXAS CANCELLATION/NONRENEWAL ENDORSEMENT
0075 00 1092 (XWC)	TEXAS REVISED SERVICE AND ADMINISTRATION SECTION
0076 00 1092 (XWC)	TEXAS REVISED REPORTING REQUIREMENTS
0291 00 0708 (XWC)	VOLUNTARY COMPENSATION ENDORSEMENT-PREMIUM DELINEATION
0293 00 0906 (XWC)	FOREIGN VOLUNTARY WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY
0341 02 0196 (XWC)	SPECIFIC EXCESS COVERAGE (CASH FLOW PROTECTION)
1061 11 0115 (XWC)	POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE



- BENEFIT INFORMATION -

Available Exclusively to Safety National's Excess and Large Deductible Workers' Compensation Policyholders

SAFETY NATIONAL CRISIS PROTECTION NOTIFICATION EMAIL ADDRESS:
crisisprotection@safetynational.com

SAFETY NATIONAL CRISIS PROTECTION 24-HOUR HOTLINE:
(855) 887-3254

DEFINITIONS

- A. Domestic Crisis Event** means a man-made emergency situation limited to an explosion, arson, bombing, workplace violence, structural fire or a vehicular accident occurring entirely in the United States and/or any territories or possessions of the same. Domestic Crisis Event also means a natural disaster at owned, leased or designated workplace locations limited to a tornado, explosion, wildfire, structural fire, earthquake and any resulting tsunami, hurricane or flood occurring entirely in the United States and/or any territories or possessions of the same. In order to qualify as a Domestic Crisis Event, an event must directly involve the death of two (2) or more of Your Employees. Safety National Casualty Corporation ("Safety National") shall solely determine what qualifies as a Domestic Crisis Event for purposes of this benefit.
- B. International Extraction Crisis Event** means an international crisis directly involving Your Employees and resulting in their immediate need of removal from a geographic location to avoid imminent serious injury or death as the result of an existing emergency situation. An International Extraction Crisis Event is limited to employee extraction from a man-made emergency situation only as the result of an explosion, arson, bombing, riot, or government collapse and political unrest. An International Extraction Crisis Event that necessitates employee extraction as the result of a natural disaster is limited to a tornado, explosion, wildfire, earthquake and any resulting tsunami, cyclone/typhoon/hurricane or flood. Safety National shall solely determine what qualifies as an International Extraction Crisis Event for purposes of this benefit.
- C. Your Employees** means any of Your full-time employees that are direct employees of Your company and directly involved in a qualifying event. It specifically excludes any contractors, temporary or part-time workers. Safety National specifically restricts Safety National Crisis Protection to, and will only provide benefits for, Your Employees who are directly covered by any excess or large deductible workers' compensation insurance policy issued to You by Safety National and who are currently employed at the time of the qualifying event.

* Safety National Crisis Protection is a complimentary benefit for Safety National's excess and large deductible workers' compensation customers only and is NOT an insurance coverage or policy of any type.

- D. Immediate Family Member** means spouse, child or children and parents of Your Employee directly involved in a Domestic Crisis Event.
- E. You, Your and Yours** shall refer to an excess or large deductible workers' compensation policyholder of Safety National who has an active and fully-paid policy at the time of the qualifying event.
- F. Warning Country** shall refer to any country, territory, province or geographical location listed by the United States Department of State at <http://travel.state.gov/content/passports/english/alertswarnings.html> as a location for which a travel warning has been issued and is currently active. Safety National shall solely determine whether a certain country, territory, province or geographical location is considered a Warning Country at the time of the qualifying event.
- G. Sanctioned Country** shall refer to any country, territory, province or geographical location listed by the United States Department of the Treasury at <http://www.treasury.gov/resource-center/sanctions/Programs/Pages/Programs.aspx> as the subject of any current Office of Foreign Assets Control ("OFAC") sanctions program. Safety National shall solely determine whether a certain country, territory, province or geographical location is considered a Sanctioned Country at the time of the qualifying event.

YOUR BENEFITS UNDER SAFETY NATIONAL CRISIS PROTECTION*

As a valued policyholder, Safety National has developed the Safety National Crisis Protection program as a complimentary benefit available to You. If a qualifying Domestic Crisis Event occurs that directly involves You as a Safety National excess or large deductible workers' compensation policyholder, Safety National will pay to cover the cost of either a Safety National approved crisis management firm, crisis response firm, public relations firm and/or for emergency psychological services up to the annual, aggregate limit of the benefit. If You choose to use an unapproved vendor, reimbursement will be made directly to You for services that are approved by Safety National, up to the annual, aggregate limit of this benefit.

In the event that a qualifying International Extraction Crisis Event occurs that directly involves You as a Safety National excess or large deductible workers' compensation policyholder, Safety National will reimburse You to cover the cost of expenses approved by Safety National involving an employee extraction firm of Your choice. With respect to any International Extraction Crisis Event, Safety National will provide this benefit for qualifying events anywhere in the world outside the United States or United States possessions and territories, except for events that occur in any country, territory, province or geographical location listed as a Warning Country by the United States Department of State on the initial date that You report the International Extraction Crisis Event to Safety National. Safety National will also not provide this benefit for events that occur in any country, territory, province or geographical location listed by the United States Department of Treasury as the subject of any current Office of Foreign Assets Control ("OFAC") sanctions program on the initial date that You report the International Extraction Crisis Event to Safety National.

The total annual, aggregate limit for a Domestic Crisis Event, an International Extraction Crisis Event, or any combination of the two is \$50,000 for any active excess or large deductible workers' compensation policy year. In the case of a multi-year excess or large deductible workers' compensation policy, the \$50,000 annual, aggregate limit shall renew on the annual anniversary date of such multi-year policy. There is no sublimit for a Domestic Crisis Event or International Extraction Crisis Event but in no instance will Safety National pay an approved vendor and/or reimburse You more than \$50,000 in any one-year period. For the sake of clarity, Safety National will only pay up to

* Safety National Crisis Protection is a complimentary benefit for Safety National's excess and large deductible workers' compensation customers only and is NOT an insurance coverage or policy of any type.

the maximum of \$50,000 in any one year that coincides with your active and fully-paid excess or large deductible workers' compensation insurance policy with Safety National. The annual, aggregate benefit limit of \$50,000 shall apply regardless of the number of policies You have with Safety National.

SCOPE OF BENEFITS UNDER SAFETY NATIONAL CRISIS PROTECTION*

In order to take advantage of this benefit: (1) the Domestic Crisis Event or International Extraction Crisis Event must directly involve Your business and occur within the period of coverage provided by Safety National to You under an active and fully-paid excess or large deductible workers' compensation insurance policy; (2) the facts, circumstances, pre-existing condition(s) or situation(s) that lead up to the Domestic Crisis Event or International Extraction Crisis Event were not known to You in advance; and (3) the Domestic Crisis Event or International Extraction Crisis Event had not affected Your operation in any way before the current policy period began.

Since Safety National has approved vendors for Domestic Crisis Events, you can contact them via the following 24-hour hotline as soon as the event occurs:

(855) 887-3254. Black Swan Solutions is the Safety National approved vendor for Crisis Management and Counseling and takes all incoming calls regarding Domestic Crisis Events. In the event You need to get in contact with another approved vendor for a Crisis Communication/Public Relations situation, Black Swan Solutions will route Your call to the appropriate vendor. During Your initial call with Black Swan Solutions, You must provide: (1) Your active excess or large deductible workers' compensation account name, (2) Your policy number and (3) the effective date of that policy.

If an International Extraction Crisis Event occurs, since there are no approved vendors, You should contact the vendor of Your choice and Safety National will reimburse you for those approved costs up to the above listed annual, aggregate limit.

In addition to contacting a vendor, **You must notify Safety National within five (5) business days of any Domestic Crisis Event or International Extraction Crisis Event which may result in any benefits under Safety National Crisis Protection at the following email address: crisisprotection@safetynational.com. Failure to do so may void this benefit and any payments or reimbursements by Safety National.** This email address is also listed at the beginning of this benefit information packet. Further written notification regarding specifics of the qualifying event must be made as soon as possible after the initial email notification. The written notification must include when, where and how the Domestic Crisis Event or International Extraction Crisis Event occurred, and the nature of the injuries or damages You have experienced to date as well as those You expect to experience as a result of the Domestic Crisis Event or International Extraction Crisis Event. **Any notice You provide to Black Swan Solutions and/or Safety National under this Safety National Crisis Protection benefit program shall NOT be considered a notice of loss under any Safety National excess or large deductible workers' compensation insurance policy.**

All invoices and receipts relating to any request for direct vendor payment and/or reimbursement to You under this benefit must be submitted to Safety National for payment within sixty (60) days from the original date they were generated. Any older invoices or receipts will not be paid by Safety National.

* Safety National Crisis Protection is a complimentary benefit for Safety National's excess and large deductible workers' compensation customers only and is NOT an insurance coverage or policy of any type.