



FAMIINC-01

SANTH1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/29/2016

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 License # 0564249 Heffernan Insurance Brokers 1460B O'Brien Drive Menlo Park, CA 94025	CONTACT NAME: PHONE (A/C, No, Ext): 1 (650) 842-5200 FAX (A/C, No): 1 (650) 842-5201 E-MAIL ADDRESS: <table style="width: 100%; border: none;"> <tr> <td style="text-align: center; border: none;">INSURER(S) AFFORDING COVERAGE</td> <td style="text-align: center; border: none;">NAIC #</td> </tr> <tr> <td style="border: none;">INSURER A: Lexington Insurance Company</td> <td style="border: none;">19437</td> </tr> <tr> <td style="border: none;">INSURER B: Allmerica Financial Benefit Insurance Company</td> <td style="border: none;">41840</td> </tr> <tr> <td style="border: none;">INSURER C: Travelers Property Casualty Company of America</td> <td style="border: none;">25674</td> </tr> <tr> <td style="border: none;">INSURER D:</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER E:</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER F:</td> <td style="border: none;"></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Lexington Insurance Company	19437	INSURER B: Allmerica Financial Benefit Insurance Company	41840	INSURER C: Travelers Property Casualty Company of America	25674	INSURER D:		INSURER E:		INSURER F:	
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INSURED FamiliesFirst Inc. dba EMQ FamiliesFirst Inc. 251 Llewellyn Ave. Campbell, CA 95008															

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Prof Liab (Clim Made) <input checked="" type="checkbox"/> Occ \$1M/Agg \$3M GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		6797441	03/01/2016	03/01/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 50,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	X		AWF987096103	03/01/2016	03/01/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ COMP/COLL DED \$ 1,000
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	X		6797444	03/01/2016	03/01/2017	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	TC2JUB9E10019516	03/01/2016	03/01/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Sexual Misconduct			013001622	03/01/2016	03/01/2017	Each Victim \$ 5,000,000
A	Retro Date 4/20/07			013001622	03/01/2016	03/01/2017	Aggregate \$ 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Re: (EMQFF only: CCC - Mt. Diablo USD - SELPA NPS) Mt. Diablo Unified School District, The LEA, its subsidiaries, officials and employees are included as an additional insured (primary and non-contributory) on General Liability policy and additional insured on Automobile Liability policy per attached endorsements, if required. The Umbrella Liability policy follows the General Liability, Automobile Liability, Workers compensation, Professional Liability and Sexual Misconduct Liability for additional insured coverage as per the policy forms, if required (Umbrella Dec Page attached). Cancellation notice for the General Liability policy is attached, if required. This certificate replaces and supersedes all previously issued certificates.

CERTIFICATE HOLDER**CANCELLATION**

Mt. Diablo Unified School District 1936 Carlotta Drive Concord, CA 94519-1397	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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ENDORSEMENT

This endorsement, effective 12:01 AM: March 1, 2016

Forms a part of policy no.: 6797441

Issued to: FAMILIES FIRST, INC DBA EMQ FAMILIES FIRST

By: LEXINGTON INSURANCE COMPANY

ADDITIONAL INSUREDS ENDORSEMENT - PRIMARY AND NON-CONTRIBUTORY

It is agreed the coverage provided under the Coverage Part(s) indicated by an 'x' below is amended by adding the following as Additional Insured but only with respect to any **claim** or **suit** arising out of the conduct of **your** business:

- HEALTHCARE PROFESSIONAL LIABILITY COVERAGE PART
- HEALTHCARE GENERAL LIABILITY COVERAGE PART

Mt. Diablo Unified School District, The LEA, its subsidiaries, officials and employees

It is also agreed that the insurance afforded by this policy for the benefit of the Additional Insured shall be primary insurance and any insurance maintained by the Additional Insured shall be non-contributory.

All other terms, conditions and exclusions of the policy remain unchanged.



Authorized Representative
or countersignature (where required by law)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

A. The following is added to SECTION II – LIABILITY COVERAGE, Paragraph A.1. Who Is An Insured:

Additional Insured if Required by Contract

If you agree in a written contract, written agreement or written permit that a person or organization be added as an additional "insured" under this Coverage Part, such person or organization is an "insured"; but only to the extent that such person or organization qualifies as an "insured" under paragraph A.1.c. of this Section.

If you agree in a written contract, written agreement or written permit that a person or organization be added as an additional "insured" under this Coverage Part, the most we will pay on behalf of such additional "insured" is the lesser of:

- (1) The Limits of Insurance for liability coverage specified in the written contract, written agreement or written permit; or
- (2) The Limits of Insurance for Liability Coverage shown in the Declarations applicable to this Coverage Part.

Such amount shall be part of and not in addition to the Limits of Insurance shown in the Declarations applicable to this Coverage Part. Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for the total of all damages and "covered pollution cost or expense" combined resulting from any one "accident" is the Limit of Insurance for Liability Coverage shown in the Declarations.

B. The following is added to SECTION IV – BUSINESS AUTO CONDITIONS, Paragraph B. General Conditions, subparagraph 5. Other Insurance:

Primary and Non-Contributory

If you agree in a written contract, written agreement or written permit that the insurance provided to a person or organization who qualifies as an additional "insured" under SECTION II – LIABILITY COVERAGE, Paragraph A.1. Who Is An Insured, subparagraph Additional Insured if Required by Contract is primary and non-contributory, the following applies:

The liability coverage provided by this Coverage Part is primary to any other insurance available to the additional "insured" as a Named Insured. We will not seek contribution from any other insurance available to the additional "insured" except:

- (1) For the sole negligence of the additional "insured"; or
- (2) For negligence arising out of the ownership, maintenance or use of any "auto" not owned by the additional "insured" or by you, unless that "auto" is a "trailer" connected to an "auto" owned by the additional "insured" or by you; or
- (3) When the additional "insured" is also an additional "insured" under another liability policy.

C. This endorsement will apply only if the "accident" occurs:

1. During the policy period;
2. Subsequent to the execution of the written contract or written agreement or the issuance of the written permit; and
3. Prior to the expiration of the period of time that the written contract, written agreement or written permit requires such insurance to be provided to the additional "insured".

D. Coverage provided to an additional "insured" will not be broader than coverage provided to any other "insured" under this Coverage Part.

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.

**HEALTHCARE PROFESSIONAL LIABILITY AND
HEALTHCARE GENERAL LIABILITY**

GENERAL POLICY PROVISIONS AND CONDITIONS

VARIOUS PROVISIONS IN THE GENERAL POLICY PROVISIONS AND CONDITIONS AND COVERAGE PARTS RESTRICT COVERAGE. THERE MAY BE BOTH OCCURRENCE COVERAGES AND CLAIMS MADE COVERAGES IN THIS POLICY. PLEASE READ ALL GENERAL POLICY PROVISIONS AND CONDITIONS AND COVERAGE PARTS CAREFULLY TO DETERMINE YOUR RIGHTS, DUTIES, AND WHAT IS AND WHAT IS NOT COVERED. A COMPLETE POLICY INCLUDES THE DECLARATIONS, GENERAL POLICY PROVISIONS AND CONDITIONS, AND THE APPLICABLE COVERAGE PARTS.

Throughout this Policy the words **you** and **your** mean the **First Named Insured**, including any other **Named Insured**. The words **we**, **us** and **our** mean the Company providing insurance under this Policy. Other words and phrases are defined in Section I. Definitions Applicable To General Policy Provisions and Conditions and All Coverage Parts. Further, words that appear in the General Policy Provisions and Conditions may be defined in other Coverage Parts forming part of this policy.

In consideration of the payment of the premium and in reliance upon the statements in the Application and upon the Declarations, we agree as follows:

I. DEFINITIONS APPLICABLE TO GENERAL POLICY PROVISIONS AND CONDITIONS AND ALL COVERAGE PARTS

- A. **Advertisement** means a notice that is broadcast or published to the general public or specific market segments about **your** goods, products or services for the purpose of attracting customers or supporters.
- B. **Auto** means a land motor vehicle, trailer, or semitrailer designed for travel on public roads, including any attached machinery or equipment. **Auto**, however, does not include **mobile equipment**.
- C. **Biomedical Waste** means a biological agent or condition including, but not limited to, an infectious organism or unsafe laboratory condition that may cause or result in **bodily injury** or **property damage**.
- D. **Bodily Injury** means physical injury, sickness or disease sustained by any person, including death resulting from any of these at any time. **Bodily Injury** does not include emotional distress or mental anguish unless due to physical injury, sickness or disease.
- E. **Claim** means a written demand against an insured for monetary damages, including a **suit**.
- F. **Defense Costs** means costs and expenses incurred by **us** including fees charged by an attorney designated by **us** to investigate or defend any **claim** or **suit** brought against any **insured**.

Defense costs does not include salary charges or the expenses of **our** regular employees.
- G. **Employee** means a person paid by **you** in connection with **your** business. It includes a **leased worker** but does not include a **temporary worker** or independent contractor.

H. **Executive Officer** means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.

I. **First Named Insured** means the **Named Insured** designated on Item 1. of the Declarations attached to this policy.

J. **Impaired Property** means tangible property, other than **your product** or **your work**, that cannot be used or is less useful because:

1. It incorporates **your product** or **your work** that is known or thought to be defective, deficient, inadequate, or dangerous; or
2. **You** have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by:

1. The repair, replacement, adjustment or removal of **your product** or **your work**; or
2. The fulfilling of the terms of the contract or agreement by **you**.

K. **Insured Contract** means:

1. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to **you** or temporarily occupied by **you** with permission of the owner is not an **insured contract**;
2. A sidetrack agreement;
3. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
4. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
5. An elevator maintenance agreement; or
6. That part of any other contract or agreement pertaining to **your** business (including an indemnification of a municipality in connection with work performed for a municipality) under which **you** assume the tort liability of another party to pay for **bodily injury** or **property damage** to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph 6. does not include that part of any contract or agreement:

- a. That indemnifies a railroad for **bodily injury** or **property damage** arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;
- b. That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - i. Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings, designs and specifications; or
 - ii. Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

- c. Under which **you**, if an architect, engineer or surveyor, assumes liability for **bodily injury or property damage** arising out of **your** rendering or failure to render professional services, including those listed in b. above and supervisory, inspection, architectural or engineering activities.
- L. **Leased Worker** means a person leased to **you** by a labor leasing firm, under an agreement between **you** and the labor leasing firm, to perform duties related to the operations as described in the Declarations and which are at **your** direction. **Leased worker** does not include a **temporary worker**.
- M. **Loading or Unloading** means the handling of property:
- 1. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft, or **auto**;
 - 2. While it is in or on an aircraft, watercraft or **auto**; or
 - 3. While it is being moved from an aircraft, watercraft or **auto** to the place where it is finally delivered;
- But **loading** or **unloading** does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft, or **auto**.
- N. **Medical Incident** means any act, error or omission in the providing of or failure to provide **professional services**.
- O. **Mobile Equipment** means any of the following types of land vehicles, including any attached machinery or equipment and including, but not limited to:
- 1. Bulldozers, farm machinery, forklifts, and other vehicles designed for use principally off public roads;
 - 2. Vehicles maintained for use solely on or next to premises **you** own or rent;
 - 3. Vehicles that travel on crawler treads;
 - 4. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - a. Power cranes, shovels, loaders, diggers or drills; or
 - b. Road construction or resurfacing equipment such as graders, scrapers or rollers;
 - 5. Vehicles other than those described in Items 1, 2, 3, or 4 above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - a. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - b. Cherry pickers and similar devices used to raise or lower workers;
 - 6. Vehicles other than those described in Items 1, 2, 3, or 4 above that are maintained primarily for purposes other than the transportation of persons or cargo.
- However, self-propelled vehicles with the following types of permanently attached equipment are not **mobile equipment** but will be considered **autos**:
- a. Equipment designed primarily for:
 - i. Snow removal;

- ii. Road maintenance, but not construction or resurfacing; or
- iii. Street cleaning;
- b. Cherry pickers and similar devices mounted on auto or truck chassis and used to raise or lower workers; and
- c. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

P. Occurrence means:

- 1. As respects **bodily injury, property damage** or medical expense, an accident, including continuous or repeated exposure to substantially the same general conditions, which results in **bodily injury** or **property damage** neither expected nor intended from the standpoint of the **Insured**. All such exposure to substantially the same general conditions shall be considered as arising out of one **occurrence**;
- 2. As respects **personal injury**, an offense arising out of your business that results in **personal injury**. All **damages** that arise from the same or related injurious material or act shall be considered as arising out of one **occurrence**, regardless of the frequency of repetition thereof, the number and kind of media used and the number of claimants;
- 3. As respects **advertising injury**, an offense committed in the course of advertising your goods, products and services that results in **advertising injury**. All **damages** that arise from the same or related injurious material or act shall be considered as arising out of one **occurrence**, regardless of the frequency or repetition thereof, the number and kind of media used and the number of claimants.

Q. Patient means a person seeking or receiving, either on an inpatient, outpatient or emergency basis, any form of medical, surgical, dental or nursing care or any service or treatment.

R. Personal and Advertising Injury means injury, including consequential **bodily injury**, arising out of one or more of the following offenses:

- 1. False arrest, detention, or imprisonment;
- 2. Malicious prosecution;
- 3. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling, or premises that a person occupies, committed by or on behalf of its owner, landlord, or lessor;
- 4. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
- 5. Oral or written publication of material that violates a person's right of privacy;
- 6. The use of another's advertising idea in **your advertisement**;
- 7. Infringing upon another's copyright, trade dress or slogan in **your advertisement**.

S. Policy Period means the period commencing on the inception date shown on the Declarations and ending on the earlier of the expiration date or the effective date of cancellation of the Policy.

T. Pollutants means any solid, liquid, gaseous, or thermal irritant or contaminant, including, but not limited to: smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes, but is not limited to, **biomedical waste** and materials to be recycled, reconditioned or reclaimed.

U. **Products-Completed Operations Hazard** includes all **bodily injury** and **property damage** occurring away from premises you own or rent and arising out of your product or your work except:

1. Products that are still in your physical possession; or
2. Work that has not yet been completed or abandoned. However, your work will be deemed completed at the earliest of the following times:
 - a. When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.
 - b. When all of the work called for in your contract has been completed.
 - c. When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

This hazard does not include **bodily injury** or **property damage** arising out of:

1. The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the **loading or unloading** of that vehicle by any Insured;
2. The existence of tools, uninstalled equipment, or abandoned or unused materials; or
3. Products or operations for which the classification, listed in the Declarations or in a policy schedule, states that products-completed operations are subject to the General Aggregate Limit.

V. **Professional Services** means:

1. Medical, surgical, dental, nursing or other health care services including but not limited to the furnishing of food or beverages in connection with such services; the practice of nuclear medicine; the furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances; or the handling or treatment of deceased human bodies, including, but not limited to, autopsies, organ donation or other procedures;
2. Services by any person as a member of a formal accreditation, standards review or similar professional board or committee of any Insured; or
3. Supervising, teaching, proctoring others at your request.

W. **Property Damage** means:

1. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
2. Loss of use of tangible property that is not physically injured. Solely with respect to any **bodily injury** and **property damage** coverage of this policy, all such loss of use shall be deemed to occur at the time of the **occurrence** that caused it.

X. **Suit** means a civil action in which damages are alleged because of an **occurrence, claim, medical incident, bodily injury, property damage, personal injury** or **advertising injury** to which this insurance applies. **Suit** includes:

1. An arbitration proceeding in which such damages are claimed and to which an Insured must submit or does submit with our consent; or

2. Any other alternative dispute resolution proceeding in which such damages are claimed and to which an Insured submits with our consent.

Y. **Temporary Worker** means a person who is furnished to you to substitute for a permanent employee on leave or to meet seasonal or short-term work load requirements.

Z. **Your Product** means:

1. Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - a. You;
 - b. Others trading under your name; or
 - c. A person or organization whose business or assets you have acquired; and
2. Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

Your product includes:

1. Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of your product; and
2. The providing of or failure to provide warnings or instructions.

Your product does not include vending machines or other property rented to or located for the use of others but not sold.

AA. **Your Work** means:

1. Work or operations performed by you or on your behalf; and
2. Materials, parts or equipment furnished in connection with such work or operations.

Your work includes:

1. Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of your work; and
2. Providing of or failure to provide warnings or instructions.

II. DEFENSE AND OTHER PAYMENTS UNDER THIS POLICY - ALL COVERAGE PARTS

- A. When we have the duty to defend any suit, we will defend such suit against the Insured for a covered claim seeking damages on account of a medical incident, bodily injury, property damage, personal injury or advertising injury even if such claim or suit is groundless, false or fraudulent. We have the right to investigate, defend, appoint an attorney to defend and settle the suit as we deem expedient.
- B. In addition to the Limits of Insurance applicable to this Policy, we shall pay, with respect to any suit we defend:
 1. All expenses we incur including defense costs.
 2. Up to \$250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which any bodily injury liability coverage applies. We do not have to furnish these bonds.

3. The cost of bonds to release attachments, but only for bond amounts within the applicable Limit of Insurance. **We** do not have to furnish these bonds.
 4. All reasonable expenses incurred by an **Insured** at **our** request to assist **us** in the investigation or defense of the **suit**, including actual loss of earnings up to \$500 a day because of time off from work.
 5. Pre-judgment interest awarded against the **Insured** on that part of the judgment **we** pay. If prior to judgment, **we** make an offer to pay the applicable Limit of Insurance, **we** will not pay any pre-judgment interest based on that period of time after the offer.
 6. All interest on the full amount of any judgment that accrues after entry of the judgment and before **we** have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable Limit of Insurance.
 7. All costs taxed against the **Insured** in the **suit**.
 8. Premiums on appeal bonds required by law to appeal any **suit** **we** defend, but only for bond amounts within the applicable Limits of Insurance. **We** are not obligated to apply for or furnish any such bond.
- C. With respect to the HEALTHCARE GENERAL LIABILITY COVERAGE PART only, if **we** defend an **Insured** against a **suit** and an indemnitee of the **Insured** is also named as a party to the **suit**, **we** will defend that indemnitee if all of the following conditions are met:
1. The **suit** against the indemnitee seeks damages for which the **Insured** has assumed the liability of the indemnitee in a contract or agreement that is an **Insured contract**;
 2. This insurance applies to such liability assumed by the **Insured**;
 3. The obligation to defend, or the cost of the defense of that indemnitee, has also been assumed by the **Insured** in the same **insured contract**;
 4. The allegations in the **suit** and the information **we** know about the **occurrence** are such that no conflict appears to exist between the interests of the **Insured** and the interests of the indemnitee;
 5. The indemnitee and the **Insured** ask **us** to conduct and control the defense of that indemnitee against such **suit** and agree that **we** can assign the same counsel to defend the **Insured** and the indemnitee; and
 6. The indemnitee agrees in writing to:
 - a. Cooperate with **us** in the investigation, settlement or defense of the **suit**,
 - b. Immediately send **us** copies of any demands, notices, summonses or legal papers received in connection with the **suit**;
 - c. Notify any other insurer whose coverage is available to the indemnitee; and
 - d. Cooperate with **us** with respect to coordinating other applicable insurance available to the indemnitee; and
 7. The indemnitee provides **us** with written authorization to:
 - a. Obtain records and other information related to the **suit**; and
 - b. Conduct and control the defense of the indemnitee in such **suit**.

So long as the above conditions are met, attorneys fees incurred by **us** in the defense of that indemnitee, necessary litigation expenses incurred by **us** and necessary litigation expenses incurred by the indemnitee at **our** request, will be paid as stated in Section II. Defense And Other Payments Under This

Policy-All Coverage Parts. Notwithstanding the provisions of Section III. S. 2. b. (Contractual Liability) of the HEALTHCARE GENERAL LIABILITY COVERAGE PART such payments will not be deemed to be damages for **bodily injury and property damage** and will not reduce the Limits of Insurance.

Our obligation to defend an Insured's indemnitee and to pay for attorney's fees and necessary litigation expenses as Other Payments Under This Policy ends when:

1. We have used up the applicable Limit of Insurance in the payment of judgments or settlements; or
 2. The conditions set forth above, or the terms of the agreement described in paragraph 6. above, are no longer met.
- D. Our duty to defend any **suit** ends, and we may withdraw from the defense, after the applicable Limit of Insurance has been exhausted by the payment of settlements, judgments or awards including pre-judgment interest.

III. CONDITIONS APPLICABLE TO ALL COVERAGE PARTS

The following conditions apply to all coverage parts:

A. Assistance and Cooperation

The Insured shall:

- a. Cooperate with us in the investigation, settlement, or defense of the **claim or suit**; and
- b. Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the Insured because of injury or damage to which this insurance may also apply.

The Insured shall not, except at the Insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

B. Audit

We may audit and examine your books and records as they relate to this policy at any time during the period of this policy and for up to three years after the expiration or termination of this policy.

C. Changes

Notice to any agent or knowledge possessed by any agent or any other person will not effect a waiver or a change in any part of this policy. This policy can only be changed by a written endorsement that becomes a part of this policy and that is signed by one of our authorized representatives.

D. Knowledge and Notice of a Medical Incident or Occurrence

Knowledge of a **medical incident or occurrence** on the part of the risk management department or on the part of an executive officer constitutes knowledge by the **First Named Insured**.

E. Coverage Territory

We will cover an **occurrence, offense or medical incident** in the United States of America, its territories and possessions, Canada and Puerto Rico, provided a **claim** is made and **suit** is brought in the United States of America, its territories and possessions, Canada or Puerto Rico.

F. Mergers/Acquisitions

We will cover any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or at least a majority interest, only for sixty (60) days or for the remainder of the policy period, whichever is less, from the date that you acquire or form it. You are not covered for damages that arise out of **bodily injury, property damage or medical incidents** that occurred before you acquired or formed the organization, or **personal and advertising injury** arising out of an occurrence which took place before you acquired or formed the organization. You shall notify us or our authorized representative in writing within sixty (60) days of such acquisition.

If any person or organization became an additional **Named Insured** under this policy after the inception date, the **policy period** for that person or organization begins on the date that such person or organization became an additional **Named Insured** and ends on the earlier of the expiration date or the effective date of cancellation of the policy.

For coverage to apply to the newly acquired or formed organization upon acquisition you must do the following within sixty (60) days:

1. Submit an underwriting application to us;
2. The application must be approved by us;
3. Pay any additional premium; and
4. Agree to any amendment of the provisions of this Policy required by us relating to such company.

If you are acquired or merged into another organization not named as an **Insured** in this policy, then this insurance shall cease immediately upon such acquisition or merger.

G. Legal Action Against Us

No person or organization has a right under this Policy:

1. To join us as a party or otherwise bring us into a **suit** asking for damages from you; or
2. To sue us under this Policy, unless all this Policy's terms have been complied with in full.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against you obtained after an actual trial; but we will not be liable for damages that are not payable under the terms of any Insuring Agreement or that are in excess of the applicable Limit of Insurance. An agreed settlement means a settlement and release of liability signed by us, you and the claimant or the claimant's legal representative.

H. Other Insurance

If there is other insurance which applies to the loss resulting from an **occurrence, offense or medical incident**, the other insurance must pay first. This Policy applies to the amount of the loss which is more than:

1. The Limits of Insurance of the other insurance; and
2. The total of all deductibles and self-insured amounts under all such other insurance.

I. Multiple Policies

Two or more insurance policies may be issued by us or any company that controls, is controlled by, or is under common control with us. These policies may provide coverage for:

1. **Claims or suits** arising from the same **occurrence, offense or medical incident**; or
2. Persons or organizations covered in those policies that are jointly and severally liable.

In such a case, we shall not be liable under this Policy for an amount greater than the proportion of the loss that this Policy's applicable Limit of Insurance bears to the total applicable Limits of Insurance under all such policies.

In addition, the total amount payable under all such policies is the highest, single applicable Limit of Insurance among all such policies.

J. Separation of Insureds

Except with respect to the Limits of Insurance and deductible, and except with respect to any rights or duties specifically assigned in this Policy to the **Named Insured**, this insurance applies:

1. As if each **Insured** were the only **Insured**; and
2. Separately to each **Insured** against whom a **claim** is made or **suit** is brought.

K. Bankruptcy/Insolvency

Your bankruptcy or insolvency will not relieve **us** of our obligations under this Policy.

L. Representations

By accepting this Policy, the **First Named Insured** agrees that:

1. The statements in the Declarations and/or Applications are accurate and complete;
2. Those statements are based upon representations made to **us** by **you**; and
3. **We** have issued this Policy in reliance upon **your** representations.

M. Subrogation

If an **Insured** has rights to recover all or part of any payment we have made under this Policy, those rights are transferred to **us**. An **Insured** shall do nothing to impair these rights after a loss. At our request, an **Insured** will bring **suit** or transfer those rights to **us** and fully cooperate with **us** with respect to enforcing them.

Any recoveries will be applied in accordance with the following priorities:

1. Any person or organization, including the **Insured**, that have paid an amount in excess of our payment under this policy will be reimbursed first;
2. **We** then will be reimbursed up to the amount **we** have paid; and
3. Lastly, any interests, including the **Insured**, over which our insurance is excess, are entitled to the residual.

N. Conformance To Statute

To the extent that this Policy conflicts with any law, statute, or regulation applicable to this Policy, this Policy shall conform to the minimum requirements of that law, statute, or regulation.

O. Transfer of Your Rights and Duties

Your rights and duties under this policy may not be transferred without our written consent.

If you die or are legally declared bankrupt, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. However, notice of cancellation sent to the **First Named Insured** designated in Item 1 of the Declarations and mailed to the address shown in this policy will be sufficient notice to effect cancellation of this policy.

P. Special Rights And Duties Of First Named Insured

It is agreed by all Insureds that the **First Named Insured** is authorized to act on behalf of all Insureds as to:

1. Giving and receiving notice of cancellation;
2. Payment of premiums and receipt of return premiums;
3. Acceptance of any endorsements to this Policy;
4. Purchasing or deciding not to purchase the Optional Extended Reporting Period Endorsement, if applicable; or
5. Making changes in this Policy or any coverage part with our consent.
6. Making representation with respect to the issuance by us of this Policy.

This Policy can only be changed by a written endorsement we issue and make a part of this Policy.

Q. Inspections And Surveys

We have the right but are not obligated to:

1. Make inspections and surveys at any time;
2. Give the **First Named Insured** reports on the conditions we find; and
3. Recommend changes.

Any inspections, surveys, reports, or recommendations are related only to insurability and the premiums to be charged.

We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public.

We do not warrant that conditions:

1. Are safe or healthful; or
2. Comply with laws, regulations, codes, or standards.

This condition applies not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports, or recommendations.

R. Omnibus Reconciliation Act

We will comply with the requirements of section 952 of the Omnibus Reconciliation Act of 1980. Upon written request, the company will allow the secretary of health and human resources and the comptroller

general access to the policy and necessary books, documents and records to verify the cost of the policy, to the extent required by law. Access will also be allowed to subcontract between the Company and any affiliated organization of the Company and to its books, documents and records. Such access will be provided up to four years after the services furnished under this policy end.

S. Titles Of Paragraphs

Titles of paragraphs are inserted solely for convenience of reference and shall not be deemed to limit, expand or otherwise affect the provisions to which they relate.

T. Service Of Suit

In the event of **our** failure to pay any amount claimed to be due hereunder, **we**, at **your** request, will submit to the jurisdiction of a court of competent jurisdiction within the United States. Nothing in this condition constitutes or should be understood to constitute a waiver of **our** rights to commence an action in any court of competent jurisdiction in the United States to remove an action to a United States District Court or to seek a transfer of a case to another court as permitted by the laws of the United States or of any state in the United States. It is further agreed that service of process in such suit may be made upon Counsel, Legal Department, Lexington Insurance Company, 99 High Street, Boston, MA 02110-2378 or his or her representative, and that in any suit instituted against **us** upon this Policy, **we** will abide by the final decision of such court or of any appellate court in the event of any appeal.

Further, pursuant to any statute of any state, territory, or district of the United States which makes provision therefor, **we** hereby designate the Superintendent, Commissioner or Director of Insurance, or other officer specified for that purpose in the statute, or his or her successors in office, as our true and lawful attorney upon whom may be served any lawful process in any action, suit, or proceeding instituted by **you** or on **your** behalf or any beneficiary hereunder arising out of this Policy of insurance, and hereby designates the above named Counsel as the person to whom the said officer is authorized to mail such process or a true copy thereof.

IV. CANCELLATION/NON-RENEWAL

A. When We Do Not Renew

If **we** decide not to renew this Policy, **we** will mail or deliver to the **First Named Insured** at the address designated in the Declarations written notice of the non-renewal not less than thirty (30) days before the expiration date. If such notice is mailed, proof of mailing will be sufficient proof of notice. If **we** mail or deliver the notice less than thirty (30) days before the expiration, **we** will extend the **policy period** so that the expiration date will be thirty (30) days after **we** mail or deliver the notice. **You** will be charged a pro rata additional premium for such extension. Such extension shall be subject to the remaining Limits of Insurance of this Policy and there shall not be a reinstatement of the Aggregate Limits. **You** can terminate the extension at any time, but not retroactively.

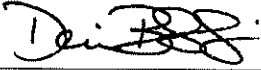
B. Cancellation

This Policy may be canceled by the **First Named Insured** by surrendering it to **us** or any of **our** authorized representatives or by mailing to **us** written notice stating when thereafter the cancellation shall be effective.

We may cancel this Policy by mailing or delivering a written notice of cancellation to the **First Named Insured** at the address shown in this Policy stating when, not less than 30 days thereafter, cancellation will be effective. However, if **we** cancel this Policy because the **First Named Insured** has failed to pay a premium when due, this Policy may be canceled by **us** by mailing or delivering a written notice of cancellation to the **First Named Insured** at the address shown in this Policy stating when, not less than 10 days thereafter, such cancellation will be effective. The mailing of notice as aforesaid shall be sufficient proof of notice.

The time of the surrender or the effective date and hour of cancellation stated in the notice shall become the end of the **policy period**. Delivery of such written notice either by the **First Named Insured** or by us shall be the equivalent to mailing. If the **First Named Insured** cancels, the unearned premium shall be computed in accordance with the customary short rate table and procedure. If we cancel, unearned premium shall be computed pro rata. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

By signing below, the President and the secretary of the Insurer agree on behalf of the Insurer to all the terms of the Policy.



SECRETARY



PRESIDENT AND CHIEF EXECUTIVE OFFICER

This policy shall not be valid unless signed at the time of issuance by an authorized representative of the Insurer, either below or on the Declarations page of the policy.



AUTHORIZED REPRESENTATIVE

LEXINGTON INSURANCE COMPANY

Administrative Office: 99 High Street, Boston, MA 02110-2378

(A Capital Stock Insurance Company)

**EXCESS HEALTHCARE PROFESSIONAL LIABILITY - CLAIMS MADE AND
HEALTHCARE UMBRELLA LIABILITY - OCCURRENCE**

DECLARATIONS

Various provisions in the General Policy Provisions and Conditions and Coverage Parts restrict coverage. There may be both occurrence coverages and claims made coverages in this Policy. Claims made coverage is limited to liability for claims first made against an Insured during the policy period or any extended reporting period, if applicable.

Please read all General Policy Provisions and Conditions and Coverage Parts carefully to determine rights, duties, and what is and what is not covered. A complete Policy includes the Declarations, General Policy Provisions and Conditions, and the applicable Coverage Parts.

POLICY NUMBER: 6797444 **RENEWAL OF NUMBER:** 6797444

Item 1. FIRST NAMED INSURED: FAMILIES FIRST, INC DBA EMQ FAMILIES FIRST

Item 2. ADDRESS: 251 LLEWELLYN AVE
CAMPBELL, CA 95008-1940

**Item 3. (a) RETROACTIVE DATE - EXCESS HEALTHCARE PROFESSIONAL LIABILITY
CLAIMS MADE COVERAGE PART ONLY:** 12/01/1988

(b) POLICY PERIOD: From: March 1, 2016 To: March 1, 2017
at 12:01 a.m. Standard Time at your mailing address shown above.

(c) OPTIONAL EXTENDED REPORTING PERIOD: To be determined at time of purchase

Item 4. DESCRIPTION OF OPERATIONS: Health Care Facility and Foster Care

Item 5. LIMITS OF INSURANCE

(a) Excess Healthcare Professional Liability	
Each Medical Incident	\$5,000,000
Retained Limit Amount	Refer to Schedule of Underlying Insurance
(b) Healthcare Umbrella Liability	
Each Occurrence Limit	\$5,000,000
Retained Limit Amount	Refer to Schedule of Underlying Insurance
(c) General Aggregate Limit	\$5,000,000

Item 6. PREMIUM
Premium \$155,730

Item 7. FORMS AND ENDORSEMENTS - Attached at Inception

Item 8. PRODUCER NAME AND ADDRESS - HEFFERNAN INSURANCE BROKERS
1460B O'BRIEN DRIVE
MENLO PARK, CA 94025

By _____
Countersignature (In States Where Applicable)

By Brenda J. Osborne
Authorized Representative