



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 08/26/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER...

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions...

PRODUCER: Marsh Risk & Insurance Services
CONTACT NAME, PHONE, FAX, E-MAIL ADDRESS
INSURER(S) AFFORDING COVERAGE: INSURER A: Arch Specialty Insurance Company, INSURER B: American Home Assurance Co, etc.

COVERAGES CERTIFICATE NUMBER: LOS-002186816-35 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.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liab, Workers Compensation and Employers' Liability, Professional Liability.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: AccentCare Home Health of California: 2300 Contra Costa Blvd., Ste. 125, Pleasant Hill, CA 94523.
Mt. Diablo Unified School District is an Additional Insured with respects to General Liability but only to the extent provided by the insurance company.

CERTIFICATE HOLDER CANCELLATION

Certificate Holder: Mt. Diablo Unified School District
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: Jaimie Borgonia



ADDITIONAL REMARKS SCHEDULE

AGENCY Marsh Risk & Insurance Services		NAMED INSURED AccentCare Home Health of California, Inc. 17855 North Dallas Parkway Suite 200 Dallas, TX 75287	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

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

Workers Compensation Continued
 Insurer: New Hampshire Insurance Company
 Policy Number: WC014022133 (MA, OH, WA, WY)
 Effective Date: 05/01/2020
 Expiration Date: 05/01/2021
 Limits: (See First Page)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COVERAGE CHANGE ENDORSEMENT

This endorsement modifies insurance provided under the following designated coverage forms:

Healthcare Professional Liability Coverage Form
Healthcare General Liability Coverage Form
Healthcare General Liability Coverage Form – Claims Made
Healthcare Provider Professional Liability Coverage Form

whichever applies.

A. Changes Applicable to All Coverage Forms

The following is added to the **Who Is An Insured** section of your policy.

Good Samaritan. Your "employees" are insureds for any "occurrence" or "medical incident" arising out of their rendering emergency first aid outside of their duties as your "employees" as long as the emergency first aid is rendered without the receipt or expectation of remuneration.

For the purpose of this Good Samaritan provision only, "medical incident" means any act or omission in the providing or failure to provide "health care professional services". We will consider a series of related acts or omissions in the providing or failure to provide "health care professional services" to be one "medical incident".

Medical Director. Your Medical Directors are covered for "medical professional injury" that results from acts or omissions in the providing of or failure to provide "health care professional services" that are performed as part of their employment duties for you.

Blanket Additional Protected Persons. Other individuals or organizations when required to be covered by written contract, agreement, or permit, provided the written contract, agreement or permit is executed prior to the "claim" being made or the "suit" being brought. Coverage is provided for them only for the work you performed or should have performed on their behalf. They will share in your limit of liability for any covered "claim" or "suit". Damages paid on their behalf will reduce and may exhaust your limit of liability under this policy.

B. CHANGES APPLICABLE TO ALL COMMON POLICY CONDITIONS

The following paragraph is added to item 15. Transfer of Rights Of Recovery Against Others To Us.

We waive the right of recovery we may have against persons or organizations because of payments we make for injury or damage arising out of your ongoing operations or your work" done under a written contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only when required by written contract and when such contract was executed prior to any loss.

C. Changes Applicable to Healthcare Professional Liability Coverage Form

The following is added to Section I – Coverage.

DAMAGE TO PATIENT'S PROPERTY

Section I. Coverage – 2. Additional Payments is amended to add:

- g. We will pay up to \$500 for loss that is due to "property damage" to your patient's tangible property if resulting directly from the performance or failure to perform "healthcare professional services". We will make these payments regardless of fault.

These payments will not exceed \$5,000 for all such losses resulting from all "healthcare professional services", regardless of the number of patients whose tangible property is injured.

For the purposes of this Additional Payment, the following changes are made:

- 1. **Section IV. Deductibles** does not apply;
- 2. **Section VIII – Definitions** is amended to add:

"Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

"Property damage" means:

- a. 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
- b. Loss of use of tangible property of others that is not physically injured. All such loss of use shall be deemed to occur at the time of the accident, including continuous or repeated exposure to substantially the same general harmful conditions that caused it.

For the purposes of this insurance, electronic data is not tangible property.

As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

MEDICAL BOARD LICENSING HEARING COST REIMBURSEMENT COVERAGE

- h. We will reimburse the named insured for "hearing costs" which arise out of "hearings" involving physicians named in the Named Individual Or Organization Endorsement – Employed Individuals (Shared Limit) provided such "hearings" result from "medical incidents" covered by this coverage form. We have no right or duty to defend any physician in any "hearing".

For the purposes of Medical Board Licensing Hearing Cost Reimbursement Coverage the following paragraphs are added to Section III – Limits Of Insurance

- 4. Subject to the aggregate limit described in 3. above, the medical board licensing hearing cost per physician aggregate limit shown below is the most we will reimburse for all "hearing costs" covered by this endorsement regarding any one physician.

Medical Board Licensing Hearing Cost Per Physician Aggregate Limit: \$20,000

- 5. Subject to the medical board licensing hearing cost per physician aggregate limit shown above, the per hearing per physician limit shown below is the most we will reimburse for costs associated with any one "hearing" covered by this endorsement regarding any one physician.

Per Hearing Per Physician Limit: \$10,000

For the purposes of **Medical Board Licensing Hearing Cost Reimbursement Coverage** only, the following exclusions are added to Section VI – Exclusions.

Medical Staff Privileges This insurance does not apply to any “hearing” arising out of or resulting from the appointment or reappointment to medical staff or the revocation or restriction of medical staff privileges by any health care facility or managed care organization.

Completion Or Alteration Of Medical Records This insurance does not apply to any “hearing” arising out of or resulting from disputes over timely completion or alteration of medical records.

Fraud, Abuse, Or Non-Compliance This insurance does not apply to any “hearing” arising out of or resulting from fraud, abuse or willful non-compliance with the rules and regulations of Medicaid or Medicare or any other program of a local, state or federal agency.

Substance Abuse This insurance does not apply to any “hearing” arising out of or resulting from allegations of substance abuse by the physician.

Improper Prescriptions This insurance does not apply to any “hearing” arising out of or resulting from allegations of improper prescription of any medication. This includes prescriptions provided without an appropriate history or physical.

For the purposes of **Medical Board Licensing Hearing Cost Reimbursement Coverage** only, the following changes are made:

1. **Section IV. Deductibles** does not apply;
2. **Section VIII – Definitions** is changed to add the following:

“Hearings” means investigations conducted, or administrative proceedings or actions brought, by state medical licensing boards.

“Hearing costs” means reasonable and necessary fees and expenses of legal counsel and expert consultants, including, without limitation, investigation, travel, costs of transcripts, and court filing fees, incurred in the defense of an administrative proceeding or action. “Hearing costs” associated with appeals are considered part of those incurred during the original proceeding. “Hearing costs” do not include salary, charges or incidental expenses of your “employees”, “administrators” or agents, or any sanctions, penalties, fines or other monetary penalties imposed by a medical licensing board.

COVERAGE TERRITORY CHANGE (Worldwide)

The following is added to the “Coverage Territory” definition:

- c. For any “claims” or “suits” not addressed by paragraphs **a.** or **b.** above, we will only reimburse the named insured for:
 - (1) Reasonable expenses incurred by your investigation and defense.
 - (2) Damages for liability incurred or settlement(s) made that are otherwise covered by this policy.

Any reimbursement made under paragraph **c.** for “claims” or “suits”, including any expense associated with these “claims” or “suits”, will be subject to the limit of insurance shown below and the deductibles shown in the declarations page. You must notify us of all such “claims” or “suits” as soon as practicable. We will have the right at our sole discretion, but not the

duty, to investigate or associate in the defense of any such "claim" or "suit". Expense associated with our defense of such "claims" will be subject to the limit of insurance shown below and the deductibles shown in the declarations page.

Aggregate Limit: \$1,000,000

Each Medical Incident Limit: \$1,000,000

The above limits are part of, and not in addition to, the each medical incident limit specified in the declarations.

Notwithstanding the above, the coverage territory does not include any country or jurisdiction which is subject to trade or other economic sanction or embargo by the United States of America.

D. Changes applicable to Healthcare General Liability Coverage Form and Healthcare General Liability Coverage Form – Claims-Made, whichever applies

EVACUATION EXPENSE COVERAGE

The following is added to Supplementary Payments – Coverages A and B,:

h. We will reimburse the insured for "evacuation expenses" actually incurred in connection with an "evacuation" which first takes place during the Policy Period and which is reported in accordance with the **Duties in the Event an Evacuation Occurs** section of this endorsement, subject to the sublimit shown below.

Evacuation Sublimit of Insurance

Annual Aggregate Evacuation Expense Limit: \$25,000

Each "Claim" Evacuation Expense Limit: \$25,000

The annual aggregate evacuation expense limit shown above is the maximum we will pay for all expenses in any way related to, in whole or in part, "evacuation expense".

Subject to the annual aggregate evacuation expense limit, the each "claim" evacuation expense limit shown above is the maximum we will pay for expenses for any one "claim" in any way related to, in whole or in part, "evacuation expense".

The above limits are part of, and not in addition to, the aggregate limit applicable to this coverage form.

For the purposes of **Evacuation Expense Coverage**, no coverage will be available for "evacuation expenses" arising out of any:

- a. strike or bomb threat, unless the "evacuation" was ordered by a civil authority;
- b. false fire alarm or a planned evacuation drill;
- c. vacating of one or more residents because of their individual medical condition;
- d. nuclear reaction, radiation or any radioactive contamination, however caused;
- e. seizure or destruction of property by order of a governmental authority; provided that this Exclusion shall not apply to an order of evacuation by a governmental authority due to a

condition described above; or

- f. war, including undeclared or civil war, warlike action by a military force, insurrection, rebellion or revolution.

"Evacuation" means the removal of all or the majority of residents from one or more of your locations or facilities in response to an actual or threatened, natural or man-made condition, that is unexpected and unforeseen and, causes the residents of such location or facility to be in imminent danger of loss of life or physical harm.

Such condition must be in the form of an emergency or sudden crisis requiring immediate action, and not the result of a latent or hidden condition at the location or facility.

"Evacuation expenses" means reasonable costs and expenses actually incurred by you in connection with the "evacuation", including the costs associated with transporting and lodging residents who have been evacuated. "Evacuation expenses" shall not include any remuneration, salaries, overhead, fees or benefit expenses of the Named Insured or any Insured.

Duties in the Event an Evacuation Occurs

1. Any "evacuation" shall be reported to us as soon as practicable, but in no event later than thirty (30) days after you first incur "evacuation expenses" for which coverage will be requested, or thirty (30) days after the expiration date of your policy, or whichever is earlier.
2. You are not required to obtain our prior written approval or consent before incurring any "evacuation expenses".

E. Changes applicable to Healthcare Professional Liability Coverage Form; Healthcare General Liability Coverage Form; and Healthcare General Liability Coverage Form – Claims-Made, whichever applies

The **Abuse or Molestation** exclusion is deleted from the **Exclusions** section of your policy.

The following is added to **Section I – Coverages, 1. Insuring Agreement** of the **Healthcare Professional Liability Coverage Form**, **Section I – Coverages, Coverage A Bodily Injury and Property Damage Liability, 1. Insuring Agreement** of the **Healthcare General Liability Coverage Form**, and **Section I – Coverages, Coverage A Bodily Injury and Property Damage Liability, 1. Insuring Agreement** of the **Healthcare General Liability Coverage Form – Claims-Made**.

We will defend any "claim" in any way related to, in whole or in part, "abuse or molestation", provided that no insured, other than the alleged perpetrator and/or victim, knew about or could have reasonably foreseen or discovered the event which gave rise to such "claim". We will also pay amounts that any insured becomes legally required to pay as damages.

The defense provided and damages paid under this coverage are subject to the abuse or molestation limits of insurance shown below. Defense expenses and damages paid will reduce and may exhaust the limits of insurance as shown in the declarations.

Annual Aggregate Abuse Or Molestation Limit: \$5,000,000

Each "Claim" Abuse Or Molestation Limit: \$5,000,000

The annual aggregate abuse or molestation limit shown above is the maximum we will pay for all "claims" in any way related to, in whole or in part, "abuse or molestation", including the defense expense related to

such "claims". This limit is part of, and not in addition to, the aggregate limit or the general aggregate limit specified in the declarations, whichever applies.

Subject to the annual aggregate abuse or molestation limit, the each "claim" abuse or molestation limit shown above is the maximum we will pay for any one "claim" in any way related to, in whole or in part, "abuse or molestation", including the defense expense related to such "claims". This limit is part of, and not in addition to, the each medical incident limit or the each occurrence limit, whichever applies, specified in the declarations.

All other terms and conditions of this policy remain unchanged.

Endorsement Number: 7

Policy Number: FLP0049823-06

Named Insured: AccentCare, Inc.

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date: May 01, 2018



HEALTHCARE UMBRELLA COVERAGE DECLARATIONS

This coverage declarations shows the limits of insurance that apply to your Healthcare Umbrella Liability Coverage.

LIMITS OF INSURANCE

Aggregate Limit: \$10,000,000
Each Occurrence Limit: \$10,000,000
Personal and Advertising Injury Limit: \$10,000,000 Any one person or organization

Coverage A – Bodily Injury And Property Damage Liability and Coverage B – Personal And Advertising Injury Liability Umbrella Retroactive Date: Not Applicable

If Coverage A – Bodily Injury and Property Damage Liability and Coverage B – Personal and Advertising Injury Liability are provided on a claims-made basis, a retroactive date will be shown above. If no retroactive date is shown, this coverage is provided on an occurrence basis. The insuring agreement for Section I – Coverages for Coverage A – Bodily Injury and Property Damage Liability and Coverage B – Personal and Advertising Injury Liability will determine the basis of your coverage.

Coverage C – Health Care Professional Liability Umbrella Retroactive Date: 04/11/2002

The Coverage C – Health Care Professional Liability retroactive date is shown above. If no date is shown, we will consider the Coverage C – Health Care Professional Liability umbrella retroactive date to be the same as the beginning date of this policy.

If this policy provides coverage on a claims-made basis to more than one insured and they maintain different retroactive dates, they will be named with their respective retroactive dates on a separate Named Insured And Retroactive Date endorsement.

RETAINED LIMIT

Schedule of Underlying Insurance:

Coverage: Healthcare Professional Liability
Claims-Made or Occurrence
Insurer: Arch Specialty Insurance Company
Policy Number: FLP004982308
Policy Period: May 01, 2020 to May 01, 2021
Minimum Applicable Limits: \$3,000,000 Aggregate
\$1,000,000 Each Medical Incident

Coverage: Healthcare General Liability
Claims-Made or Occurrence
Insurer: Arch Specialty Insurance Company
Policy Number: FLP004982308
Policy Period: May 01, 2020 to May 01, 2021

Minimum Applicable Limits: \$3,000,000 Aggregate
\$1,000,000 Each Occurrence

Coverage: Employee Benefits Liability
Claims-Made or Occurrence

Insurer: Arch Specialty Insurance Company
Policy Number: FLP004982308
Policy Period: May 01, 2020 to May 01, 2021
Minimum Applicable Limits: \$1,000,000 Each Employee
\$3,000,000 Aggregate

Coverage: Hired Auto Liability
Claims-Made or Occurrence

Insurer: Arch Specialty Insurance Company
Policy Number: FLP004982308
Policy Period: May 01, 2020 to May 01, 2021
Minimum Applicable Limits: \$3,000,000 Aggregate
\$1,000,000 Each Occurrence

Coverage: Non-Owned Auto Liability
Claims-Made or Occurrence

Insurer: Arch Specialty Insurance Company
Policy Number: FLP004982308
Policy Period: May 01, 2020 to May 01, 2021
Minimum Applicable Limits: \$3,000,000 Aggregate
\$1,000,000 Each Occurrence