



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/28/2020

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<br>Leap/Carpenter/Kemps Insurance Agency<br>3187 Collins Drive<br>Merced CA 95348 | CONTACT NAME: Chris Ballenger     |                             |
|  | PHONE (A/C No, Ext): 209-386-5046 | FAX (A/C, No): 209-385-6117 |
| E-MAIL ADDRESS: cballenger@lckinsurance.com  |                                   |                             |
| INSURER(S) AFFORDING COVERAGE  |                                   | NAIC #                      |
| INSURER A : Nonprofit Ins Alliance of CA   |                                   | 10023                       |
| INSURER B : Oak River Insurance Co.  |                                   | 34630                       |
| INSURER C :  |                                   |                             |
| INSURER D :  |                                   |                             |
| INSURER E :  |                                   |                             |
| INSURER F :  |                                   |                             |

INSURED COMM-10  
Community Options for Families & Youth Inc.  
3478 Buskirk Avenue, #260  
Pleasant Hill CA 94523

COVERAGES CERTIFICATE NUMBER: 1960499145 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<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><input checked="" type="checkbox"/> Sexual Abuse Inc<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br><input checked="" type="checkbox"/> OTHER: Includes Cyber | Y         |          | 2019-21873-NPO                    | 9/11/2019               | 9/11/2020               | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000<br>MED EXP (Any one person) \$ 20,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 3,000,000<br>PRODUCTS - COM/OP AGG \$ 3,000,000<br>Emp Ben. \$ INCLUDED |
| A        | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY<br><input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS  |           |          | 2019-21873-NPO                    | 9/11/2019               | 9/11/2020               | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$  |
| A        | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB<br><input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000<br><input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE  |           |          | 2019-21873-UMB-NPO                | 9/11/2019               | 9/11/2020               | EACH OCCURRENCE \$ 2,000,000<br>AGGREGATE \$ 2,000,000<br>\$   |
| B        | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below   | Y/N       | N/A      | COWC035769                        | 9/1/2019                | 9/1/2020                | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$ 1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 1,000,000<br>E.L. DISEASE - POLICY LIMIT \$ 1,000,000  |
| A<br>A   | Professional Liability<br>Property Coverage  |           |          | 2019-21873-NPO<br>2019-21873-PROP | 9/11/2019<br>9/11/2019  | 9/11/2020<br>9/11/2020  | \$1,000,000/Occr \$3,000,000/Agg   |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Mount Diablo Unified School District is named as additional insured by written contract per attached endorsement #CG2010 07 04, and this insurance shall be primary and non-contributory by written contract per attached endorsement

## CERTIFICATE HOLDER

## CANCELLATION

Mount Diablo Unified School District Special Education  
1936 Carlotta Drive  
Concord CA 94519

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

*Christine M. Ballenger*

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
 CONTRACTORS – SCHEDULED PERSON OR  
 ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

| Name Of Additional Insured Person(s)<br>Or Organization(s)  | Location(s) Of Covered Operations    |
|---|--------------------------------------|
| Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization. | All insured premises and operations. |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations.  |                                      |

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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

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

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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**SCHEDULE**

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

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

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

in the performance of your ongoing operations.

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

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

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

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

**4. Other Insurance**

**a. Primary Insurance**

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

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

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

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

**b. Excess Insurance**

This insurance is excess over:

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

**c. Methods of Sharing**

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

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



A Head for Insurance. A Heart for Nonprofits.

NONPROFITS INSURANCE ALLIANCE OF CALIFORNIA (NIAC)

www.insurancefor nonprofits.org

COMMERCIAL UMBRELLA POLICY DECLARATIONS

PRODUCER: POLICY NUMBER: 2019-21873-UMB

Leap/Carpenter/Kemps Insurance Agency
3187 Collins Drive
Merced, CA 95348

RENEWAL OF NUMBER: 2018-21873-UMB-NPO

Item 1 NAME OF INSURED AND MAILING ADDRESS:
Community Options for Families and Youth, Inc.
3478 Buskirk Ave.
Ste. 260
Pleasant Hill, CA 94523

Item 2 POLICY PERIOD: FROM 9/11/2019 TO 9/11/2020
AT 12:01 A.M. STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE

BUSINESS DESCRIPTION: Counseling for youth in the local justice system

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE COVERAGE AS STATED IN THIS POLICY.

Item 3 THE ANNUAL AND MINIMUM PREMIUM DUE AT INCEPTION: \$4,389
(premium includes Terrorism Coverage - Certified Acts: \$190
but only for policies that indicate coverage on Schedule A - Schedule of Underlying Insurance)

Item 4 LIMITS OF INSURANCE:
a. Each Occurrence (other than Directors' & Officers' Liability, Improper Sexual Conduct and Physical Abuse Liability, and Social Service Professional Liability) 2,000,000
Each Wrongful Act - Directors' & Officers' Liability 2,000,000
Each Occurrence - Improper Sexual Conduct Liability 2,000,000
Each Occurrence - Social Service Professional Liability 2,000,000
b. Products Completed Operations Aggregate [(where applicable)] 2,000,000
c. General Aggregate 2,000,000
d. Directors' & Officers' Liability Aggregate 2,000,000
e. Improper Sexual Conduct Liability Aggregate 2,000,000
f. Social Services Professional Liability Aggregate 2,000,000

Item 5 RETROACTIVE DATES - SEE SCHEDULE OF UNDERLYING INSURANCE

FORMS AND ENDORSEMENTS ATTACHED TO THIS POLICY AT INCEPTION (NUMBER AND EDITION DATE):
CU 21 30 01 15, CU 21 33 a 01 15, CU 21 33 e 01 15, CU 21 33 s 01 15, IL 09 99 01 15, NIAC-E42 UMB 09 19, SCHEDULE A 01 80, UMB 228 08 13, UMB 231 06 16, UMB 232 06 16, UMB-100 08 18, UMB166 12 88, UMB62 05 13

COUNTERSIGNED: 8/12/2019 BY

Handwritten signature of Pamela C. D.

(AUTHORIZED REPRESENTATIVE)

THESE DECLARATIONS, THE ATTACHED SCHEDULE OF UNDERLYING INSURANCE, TOGETHER WITH THE ATTACHED SCHEDULE OF FORMS AND ENDORSEMENTS, AND ANY FORMS AND ENDORSEMENTS WE MAY LATER ATTACH TO REFLECT CHANGES, MAKE UP AND COMPLETE THE ABOVE NUMBERED POLICY.

Notice: This risk pooling contract is issued by a pooling arrangement authorized by California Corporations Code Section 5005.1. The pooling arrangement is not subject to all of the insurance laws of the State of California and is not subject to regulation by the Insurance Commissioner. Insurance guaranty funds are not available to pay claims in the event the risk pool becomes insolvent.