

DARWIN NATIONAL ASSURANCE COMPANY

7/08/15 - A Mental Health Counselors' Professional Liability Policy  
 THIS IS A CLAIMS MADE POLICY - PLEASE READ CAREFULLY

\*\*\* RENEWAL \*\*\*

NOTICE: A LOWER LIMIT OF LIABILITY APPLIES TO JUDGMENTS OR SETTLEMENTS WHEN THERE ARE ALLEGATIONS OF SEXUAL MISCONDUCT (SEE THE SPECIAL PROVISION "SEXUAL MISCONDUCT" IN THE POLICY).

DECLARATIONS

POLICY NO: 5002-6995  
 ITEM 1. (a) NAME AND ADDRESS OF INSURED:

ACCOUNT NO: CA-BURS496-0 0521432R  
 ITEM 1. (b) ADDITIONAL NAMED INSURED:

SHERRY BURKE  
 4969 BAY LEAF COURT  
 MARTINEZ, CA 94553

TYPE OF ORG: INDIVIDUAL

ITEM 2. ADDITIONAL INSURED:

MT DIABLO UNIFIED SCHOOL DISTRICT  
 1936 CARLOTTA DR  
 CONCORD, CA 94519  
 SAN RAMON VALLEY USD  
 699 OLD ORCHARD DR  
 DANVILLE, CA 94562

ITEM 3. POLICY PERIOD: FROM: 08/04/15 TO: 08/04/16  
 12:01A.M. STANDARD TIME AT THE ADDRESS OF THE INSURED AS STATED HEREIN:

ITEM 4. LIMITS OF LIABILITY: (a) \$ 2,000,000 EACH WRONGFUL ACT OR SERIES OF CONTINUOUS, REPEATED OR INTERRELATED WRONGFUL ACTS OR OCCURRENCE  
 (b) \$ 5,000 COSTS RELATED TO ANY SINGLE PROCEEDING  
 (c) \$ 4,000,000 AGGREGATE, FOR ALL CLAIMS AND ALL PROCEEDINGS

ITEM 5. PREMIUM SCHEDULE:


CLASSIFICATION	NUMBER	RATE	ANNUAL PREMIUM
SELF-EMPLOYED SCHOOL PSYCHOLOGIST	1	292.00	292.00
PART TIME PROFESSIONAL	1	30.00	30.00
ADDITIONAL INSURED	1	15.00	15.00
ADDITIONAL INSURED AFTER FIRST			.00
DEFENSE LIMIT			

ITEM 6. RETROACTIVE DATE: 08/04/10 TOTAL PREMIUM: 337.00

ITEM 7. EXTENDED REPORTING PERIOD  
 ADDITIONAL PREMIUM (if exercised): \$ 590.00

ITEM 8. POLICY FORMS AND ENDORSEMENTS ATTACHED TO THIS POLICY  
 PRGE3000 (3/2006) PRGe1069 (1/2006) PRGe-1132  
 PRGe1123 (3/2006) PRGe1113 (3/2006)

THIS IS NOT A BILL. PREMIUM HAS BEEN PAID.  
 PRGE2005 (3/2006)

  
 AUTHORIZED COMPANY REPRESENTATIVE  
 American Professional Agency \* 95 Broadway, Amityville, NY 11701

**ENDORSEMENT**  
**PART-TIME PRACTITIONERS**

This Endorsement, effective at 12:01 a.m. on 08/04/15, forms part of

Policy No. 5002-6995

Issued to SHERRY BURKE

Issued by DARWIN NATIONAL ASSURANCE COMPANY

In consideration of the premium charged, it is hereby agreed that:

No coverage will be available under this Policy for Claims against, or arising out of or related to the **Wrongful Acts** of any of **You** who have represented to **Us** that **You**:

- (a) are employed as a **Mental Health Counselor**; or
- (b) work as an independent or sole-practitioner **Mental Health Counselor**;

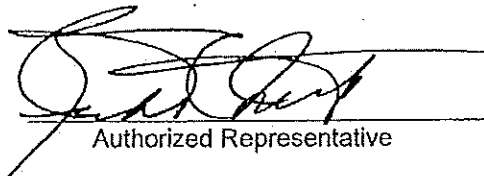
for less than, on average, twenty (20) hours per week; if, in fact, such **You** are employed or working as a **Mental Health Counselor** for MORE THAN, on average, twenty (20) hours per week.

Provided, however, that if **You** notify **Us** that **You** are employed or working as a **Mental Health Counselor** for more than, on average, twenty (20) hours per week, and pay to **Us** the full annual premium due, within thirty (30) days from the time **You** begin **Your** schedule of increased hours, then coverage will be provided to **You** as an Insured under the Policy.

Academic activities, including but not limited to, teaching, presentations, academic research not related to a specific patient, writing and presentation of papers or articles for trade journals or at trade conferences, and attendance at trade conferences, shall NOT be considered as employment or work as a **Mental Health Counselor**.

Time spent supervising students who are studying to be a **Mental Health Counselor**, at the time that they have direct patient contact, shall be considered employment or work as a **Mental Health Counselor**.

All other terms, conditions and limitations of this Policy shall remain unchanged.

  
Authorized Representative

**ENDORSEMENT**  
**SCHOOL PSYCHOLOGIST COVERAGE**

This Endorsement, effective at 12:01 a.m. on 08/04/15, forms part of

Policy No. 5002-6995

Issued to SHERRY BURKE

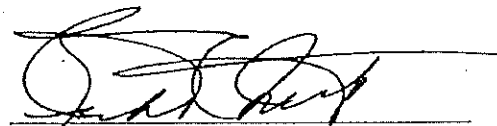
Issued by DARWIN NATIONAL ASSURANCE COMPANY

In consideration of the premium charged, it is hereby agreed that the definition of "Mental Health Counselor" in Section VIII of the Policy is amended to include:

**SCHOOL PSYCHOLOGIST**

School Psychologist, as used in this Endorsement and on the Declarations Page, shall mean an individual **Mental Health Counselor** who integrates a range of psychological and educational knowledge, techniques and skills in an attempt to identify and ameliorate a student's learning difficulties. The responsibilities of a School Psychologist may include the integration of a family in the treatment of a student, but solely as it relates to the student's identified psychological problem.

All other terms, conditions and limitations of this Policy shall remain unchanged.

  
\_\_\_\_\_  
Authorized Representative

R87444

**Certificate of Insurance (Proof of Coverage)      Date Issued: (9/3/2015)**

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND, OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

Insured Name and Mailing Address*		Program Administrator
Name	Sherry Burke	<b>Administered By:</b> CPH and Associates 711 S. Dearborn, Suite 205 Chicago, IL 60605 P. 312-987-9823 F. 312-987-0902 info@cphins.com  <b>Underwritten By:</b> Philadelphia Indemnity Insurance Company
Street	4969 Bayleaf Ct	
City	Martinez	
State	California	
Zip	94553-4361	

*\*Additional insured locations are often requested by individual business owners who have more than one office. Your coverages portable, meaning that you are covered at any location for practice under the occupation(s) listed on your policy.*

**Coverage**

Policy #: E217117	Effective Date: (9/3/2015)	Expiration Date: (9/3/2016)
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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.		

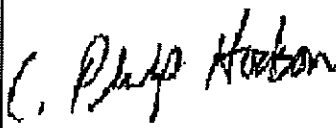
**Limits of Liability**

Each Occurrence (Per individual claim)	Aggregate (Total amount per policy year)	Coverage Part
\$1,000,000.00	\$3,000,000.00	Professional Liability
\$1,000,000.00	\$3,000,000.00	General Liability Includes: General Liability, Fire & Water Legal Liability and Personal Liability
N/A	N/A	Property Coverage
\$1,000,000.00	\$3,000,000.00	Supplemental Liability
Unlimited	Unlimited	Defense Expense Coverage
\$35,000	\$35,000	State Licensing Board Investigation Defense Coverage
\$15,000	\$15,000	Assault Coverage
\$10,000	\$35,000	Deposition Expense Benefit
\$5,000/person	\$50,000	Medical Expense Coverage
\$15,000	\$15,000	First Aid Coverage

**Description/Special Provisions:**

**General Liability Insured Location(s):**

1) 4969 Bayleaf Ct Martinez, Ca 94553

Certificate Holder	Cancellation
Mt. Diablo Unified School Dist 3600 Carlotta Dr. Concord, Ca 94520	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
Holder has also been added to the policy as an additional insured:** <input checked="" type="checkbox"/> Yes / <input type="checkbox"/> No **If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).	 Authorized Representative C. Philip Hodson

**DISCLAIMER:**The Certificate of Insurance does not constitute a contract between the Issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend, or alter the coverage afforded by the policies listed thereon.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY**

**General Purpose Endorsement**

This endorsement modifies insurance provided under the following:

ALLIED HEALTHCARE PROVIDERS PROFESSIONAL AND  
SUPPLEMENTAL LIABILITY POLICY

This information is completed only when this endorsement is issued subsequent to preparation of the policy:

POLICY CHANGES ARE INDICATED BY AN "X":

- NAMED INSURED amended to read as shown below.
- Address of NAMED INSURED is amended to read as shown below.
- Policy Period is amended to read as shown below.
- Limit(s) of Liability is/are amended to read as shown below.
- Premium is amended as shown below.
- Policy Number is amended to read as shown below.
- Other (described below).

**General Liability limits are amended to \$2,000,000 each occurrence/\$4,000,000 aggregate, effective 9/3/2015 for the additional premium of \$117**

All other terms and conditions of this Policy remain unchanged. This endorsement is part of your Policy and takes effect on the effective date of your Policy, unless another effective date is shown below.

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Policy #: E217117

Endorsement #: PHCP-10

Effective on or after: 09/03/2015

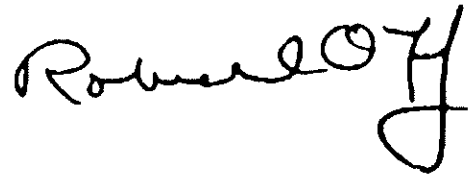
Issued to: Sherry Burke

Expiration date: 09/03/2016

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PI-PHCP-10(03/01)

By:



Robert O'Leary, Authorized Representative

THIS ENDORSEMENT CHANGED THE POLICY. PLEASE READ IT CAREFULLY

**Additional Insured Endorsement**

This endorsement modifies insurance provided under the following:

ALLIED HEALTHCARE PROVIDERS PROFESSIONAL  
AND SUPPLEMENTAL LIABILITY POLICY

In consideration of the premium paid, this policy is amended as follows:

**Mt. Diablo Unified School Dist** is hereby added as an Additional Insured, solely for **Damages** arising out of a **Professional Incident** covered under this policy. The **Professional Incident** must arise out of services provided by the **Insured**, under contract with **Mt. Diablo Unified School Dist**.

Additional Insured Name and Mailing Address:

Mt. Diablo Unified School Dist  
3600 Carlotta Dr.  
Concord, Ca 94520

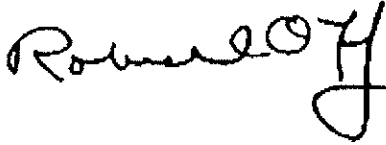
All other terms and conditions of this policy remain unchanged. This endorsement is part of your policy and takes effect on the effective date of your policy unless another effective date is shown below.

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Policy: E217117  
Effective on and after: 9/3/2015  
Issued to: Sherry Burke  
Expiration date: 9/3/2016

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PI-PHCP-03(03/01)



By:

Robert O'Leary, Authorized Representative