



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/14/2020

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 have ADDITIONAL INSURED provisions or 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 Evergreen Insurance 196 Industrial Park Road P.O. Box 505 Ebensburg PA 15931	CONTACT NAME: Rebecca Chappell PHONE (A/C, No, Ext): (814) 472-7961 FAX (A/C, No): (814) 472-7020 E-MAIL ADDRESS: rchappell@evergreeninsurance.net
INSURER(S) AFFORDING COVERAGE	
INSURER A: Columbia Casualty Co	
INSURER B: Phoenix Insurance Company	
INSURER C: Travelers Casualty Ins Co	
INSURER D: Continental Casualty Company	
INSURER E:	
INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 19/20 Bids **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			HMA2087520412	09/19/2019	09/19/2020	EACH OCCURRENCE \$ 1,000,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000	
	<input checked="" type="checkbox"/> Prof Liab/Claims		Y				MED EXP (Any one person) \$ 10,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:							PERSONAL & ADV INJURY \$ 1,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 3,000,000	
	OTHER:						PRODUCTS - COMP/OP AGG \$ 3,000,000	
							Property damage-single \$	
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY			8106N047430	09/19/2019	09/19/2020	<input checked="" type="checkbox"/> ANY AUTO	
	<input type="checkbox"/> OWNED AUTOS ONLY	<input type="checkbox"/> SCHEDULED AUTOS						<input type="checkbox"/> BODILY INJURY (Per person) \$
	<input type="checkbox"/> HIRED AUTOS ONLY	<input type="checkbox"/> NON-OWNED AUTOS ONLY						<input type="checkbox"/> BODILY INJURY (Per accident) \$
	<input type="checkbox"/>	<input type="checkbox"/>						<input type="checkbox"/> PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/>	<input type="checkbox"/>						<input type="checkbox"/> PIP-Basic \$ 5,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB			HMC2087520426	09/19/2019	09/19/2020	<input type="checkbox"/> OCCUR	
	<input type="checkbox"/> EXCESS LIAB						Y	EACH OCCURRENCE \$ 9,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$ 0							AGGREGATE \$ 9,000,000
							\$	
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			UB8K791221	09/19/2019	09/19/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A					E.L. EACH ACCIDENT \$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - EA EMPLOYEE \$ 500,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000	
D	Cyber Liability			Cyb 596455266/Tech 596511271	09/19/2019	09/19/2020	Cyber Limit 5,000,000	
	Tech E&O						Tech E&O Limit 2,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Named insured amended to include d/b/a Diamond Pharmacy Services, 645 Kolter Dr., Indiana, PA with the exception of the Auto Policy.

CERTIFICATE HOLDER

CANCELLATION

County of Humboldt Dept of Health & Human Svs 720 Wood St Eureka CA 95501	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <hr/> <p>AUTHORIZED REPRESENTATIVE</p> <p style="text-align: center;"><i>Rebecca Chappell</i></p>
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FORMAL REVIEW BOARD

Formal review board means the **Insured Entity's** official boards or committees formed for the purpose of:

- A. evaluating the qualifications or performance of the **Insured Entity's** professional staff; or
- B. evaluating, maintaining and ensuring the quality of **professional services** being provided at the **Insured Entity's** healthcare facility.

FUNGI

Fungi means any form of fungus, including but not limited to, yeast, mold, mildew, rust, smut or mushroom, and including any spores, mycotoxins, odors, or any other substances, products, or byproducts produced by, released by, or arising out of the current or past presence of fungi. However, **fungi** does not include any fungi intended by the **Insured** for consumption.

GOOD SAMARITAN SERVICES

Good Samaritan services means services provided by a natural person **Insured**:

- A. in a sudden and unforeseen emergency situation, or
- B. at the direction of an **Insured Entity**,

for which no remuneration is expected, demanded or received.

HAZARDOUS PROPERTIES

Hazardous properties means radioactive, toxic or explosive properties.

HEALTHCARE SERVICES

Healthcare services means services performed on behalf of the **Insured Entity** by an **Insured**, or by someone for whom an **Insured** is liable, to care for or assist the **Insured Entity's** patient. **Healthcare services** include the furnishing of food, beverages, medications or appliances in connection with such services, and the postmortem handling of human bodies.

HOSTILE FIRE

Hostile fire means one which becomes uncontrollable or breaks out from where it was intended to be.

IMPAIRED PROPERTY

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

- A. it incorporates **insured product** or **insured work** that is known or thought to be defective, deficient, inadequate or dangerous; or
- B. the **Insured Entity** has failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by the repair, replacement, adjustment or removal of **insured product** or **insured work**; or the **Insured Entity's** fulfilling the terms of the contract or agreement.

INSURED

Insured means any **Insured Entity** and,

- A. with respect to coverage under the **Professional Liability Coverage Part**:

- 1. the **Insured Entity's** executive officers and employees, but solely with respect to **professional services** rendered on behalf of the **Insured Entity**;

2. the **Insured Entity's administrator**, but solely with respect to **administrative services** performed on behalf of the **Insured Entity**;
3. any person or organization to whom or to which the **Insured Entity** is obligated by virtue of a written contract or agreement:
 - a. to add to this policy as an additional insured for its liability; or
 - b. to hold harmless or indemnify such person or organization,but such person or organization is an insured exclusively for the vicarious liability imposed upon such person or organization because of acts, errors or omissions in the rendering of covered **professional services** by the **Insured Entity**, and only to the extent of the limits of insurance required by such contract or agreement, not to exceed the limits of insurance of this policy. However, this provision does not apply:
 - i. unless the written contract or agreement has been executed prior to the act, error or omission in the rendering of **professional services** upon which the **claim** is based. The contract or agreement will be considered executed when the **Insured's** performance begins, or when it is signed, whichever happens first; or
 - ii. to any person or organization for its liability arising out of its own acts, errors or omissions.

Further, where required by such written contract or agreement, coverage for such person or organization shall be primary and non-contributory as respects any other insurance policy issued to such additional insured. Otherwise the section entitled **OTHER INSURANCE OR RISK TRANSFER ARRANGEMENTS** in the **COMMON TERMS AND CONDITIONS** applies.

B. with respect to coverage under the **General Liability Coverage Part**,

1. the **Insured Entity's executive officer** but only with respect to the conduct of the **Insured Entity's** business; or
2. the **Insured Entity's** stockholders, but only with respect to their liability as stockholders;
3. the **Insured Entity's employee**, but only for acts within the scope of their employment by the **Insured Entity** or while performing duties related to the conduct of the **Insured Entity's** business.

However, none of these **employees** is an **Insured** for:

- a. **bodily injury or personal and advertising injury**:
 - i. to the **Insured Entity**, to an **Insured Entity's executive officers**, or to a **co-employee** while such injured person is either in the course of his or her employment or performing duties related to the conduct of the **Insured Entity's** business;
 - ii. to the spouse, **domestic partner**, child, parent, brother or sister of such injured person as a consequence of paragraph i. above; or
 - iii. for which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in paragraphs i. or ii. above.
 - b. **property damage** to property:
 - i. owned, occupied or used by,
 - ii. rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by,the **Insured Entity**, any of its **employees** or **executive officers**.
4. any person (other than the **Insured Entity's employee**), or any organization while acting as the **Insured Entity's** real estate manager.

5. any person or organization having proper temporary custody of a natural person **Named Insured's** property if he or she dies, but only:
 - a. with respect to liability arising out of the maintenance or use of that property; and
 - b. until such **Named Insured's** legal representative has been appointed.
6. any person or organization to whom or to which the **Insured Entity** is obligated by virtue of a written contract, agreement or permit:
 - a. to add to this policy as an additional insured for its liability; or
 - b. to hold harmless or indemnify such person or organization,
but such person or organization is an insured exclusively for **bodily injury** or **property damage** arising out of an **occurrence**, or **personal and advertising injury** arising out of an offense, for which such person or organization is vicariously liable because of acts or omissions committed by the **Insured Entity** and only to the extent of the limits of insurance required by such contract or agreement, not to exceed the limits of insurance of this policy. However, coverage under this provision does not apply:
 - i. unless the written contract or agreement has been executed, or the permit has been issued, prior to the **bodily injury, property damage** or offense. The contract or agreement will be considered executed when the **Insured's** performance begins, or when it is signed, whichever happens first; or
 - ii. to any person or organization:
 - (a) for **bodily injury, property damage, or personal and advertising injury** arising out of its own acts or omissions; or
 - (b) included as an **Insured** by an endorsement issued by the Insurer and made a part of this policy.

Further, where required by such written contract or agreement, coverage for such person or organization shall be primary and non-contributory as respects any other insurance policy issued to such additional insured. Otherwise the section entitled **OTHER INSURANCE OR RISK TRANSFER ARRANGEMENTS** in the **COMMON TERMS AND CONDITIONS** applies.

- C. with respect to coverage under the **Employee Benefits Liability Coverage Part**:
 1. the **Insured Entity's executive officer**, but only for the **administration** of the **Insured Entity's employee benefit program**; or
 2. the **Insured Entity's employee** authorized to administer its **employee benefit program**; or
 3. any person, organization or **employee** having proper temporary authorization to administer the **Insured Entity's employee benefit program**, but only until an authorized legal representative is appointed on behalf of the **Insured Entity**.

INSURED CONTRACT

Insured contract means:

- A. 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 the **Insured Entity** or temporarily occupied by the **Insured Entity** with permission of the owner is not an **insured contract**;
- B. a sidetrack agreement;
- C. any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;