



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
08/02/2022

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 LIC #0B29370 Edgewood Partners Insurance Center P. O. Box 232017 Pleasant Hill, CA 94523	1-925-682-7001	CONTACT NAME: Eileen Hollander PHONE (A/C No. Ext): 925-852-0445 E-MAIL ADDRESS: Eileen.Hollander@epicbrokers.com	FAX (A/C No): 925-852-0445
INSURED Mental Health Mgt., Inc., Mental Health Mgt. I, Inc., DBA: Canyon Manor, Marin County S.A.R.T. Program, Inc. 655 Canyon Road Novato, CA 94947		INSURER(S) AFFORDING COVERAGE INSURER A: AMERICAN EMPIRE SURPLUS LINES INS CO INSURER B: CHURCH MUT INS CO INSURER C: CYPRESS INS CO INSURER D: INSURER E: INSURER F:	NAIC # 35351 18767 10855   

**COVERAGES**

CERTIFICATE NUMBER: 66265487

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	<b>COMMERCIAL GENERAL LIABILITY</b> <input checked="" type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <b>\$10,000 Deductible</b> GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		PL 3403215-02	06/15/22	06/15/23	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 \$
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			0398915-09-375452	04/01/22	04/01/23	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0	X		XS E858849	06/15/22	06/15/23	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> Y	N/A	MEWC337219	01/01/22	01/01/23	<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	<b>Professional Liability</b>			PL 3403215-02	06/15/22	06/15/23	\$1MM/\$3MM Per Incident 10,000Ded Aggregate


DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder is Additional Insured per the language provided in the attached endorsement.

Primary/Non-Contributory wording applies to General Liability coverage; Waiver of Subrogation applies to Workers' Compensation coverage

Applicable Form(s): RSG7114 0918 &amp; WC990402C 0914

**CERTIFICATE HOLDER****CANCELLATION**

County of Humboldt, its officers, officials, employees, and volunteers Attn: Risk Management 825 5th St, Room 131 Eureka, CA 95501 USA	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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ACORD 25 (2016/03)

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66265487

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

**HEALTHCARE FACILITIES ENHANCEMENT ENDORSEMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM  
HEALTHCARE FACILITIES PROFESSIONAL LIABILITY COVERAGE PART

**A. Property of Patients or Residents in Your Care, Custody, or Control**

COMMERCIAL GENERAL LIABILITY COVERAGE PART, SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Section 2. Exclusions, subsection j (4) is replaced with the following:

- (4) personal property in the care, custody or control of the insured; except “property damage” to personal property of a “patient or resident”.

For purposes of the exception above only, “property damage” includes personal property that has been lost or disappeared while in the care, custody, or control of the insured.

The most we will pay for personal property in the care, custody or control of the insured is \$25,000 per occurrence and in the aggregate. No deductible applies to this coverage.

**B. Volunteers as Insureds**

For the coverage provided by the **HEALTHCARE FACILITIES HOME PROFESSIONAL LIABILITY COVERAGE PART – Coverage D – Healthcare Facilities Professional Liability** and the **COMMERCIAL GENERAL LIABILITY COVERAGE FORM**, the following is added to **SECTION II – WHO IS AN INSURED, 2. a:**

“Volunteer worker” does not include medical or dental school students.

**C. Medical Payments**

If **Coverage C Medical Payments** is not otherwise excluded, the Medical Payments provided by this Policy are amended as follows:

The Medical Expense Limit in paragraph 7. of **SECTION III – LIMITS OF INSURANCE** is replaced by the following Medical Expense Limit:

The Medical Expense Limit provided by this Policy shall be the greater of:

1. \$20,000; or
2. The amount shown in the Declarations for Medical Expense Limit

This provision 7. is subject to all the terms of **SECTION III – LIMITS OF INSURANCE**.

No deductible applies to this coverage.

**D. Licensed Beautician and Barber Coverage**

- (1) For the coverage provided by the **HEALTHCARE FACILITIES PROFESSIONAL LIABILITY COVERAGE PART – Coverage D – Healthcare Facilities Professional Liability**, the following is added to **SECTION II – WHO IS AN INSURED**:

A licensed beautician or licensed barber is an insured, but only while performing duties related to the conduct or your business.

- (2) For the coverage provided by the **HEALTHCARE FACILITIES PROFESSIONAL LIABILITY COVERAGE PART – Coverage D – Healthcare Facilities Professional Liability**, the following is added to **SECTION I – COVERAGES, Coverage A – Bodily Injury and Property Damage, 2. Exclusions: Beautician and Barber Services**

Services rendered or application of any preparation or use of any appliance in connection with:

- a. exercising, slenderizing or reduction services;
- b. sun lamps or tanning beds;
- c. electric heat or steam baths or body massage (other than facial);
- d. the operation of a training school or course of instruction in barbering or beauty culture;
- e. face lifting, plastic surgery, removal or attempted removal of warts, moles or growths;
- f. dishonest, fraudulent, criminal or malicious acts, including resulting penalties or fines;
- g. electrolysis by means of using x-ray or electrical rays; or
- h. chiropody.

- (3) For the coverage provided by the **HEALTHCARE FACILITIES PROFESSIONAL LIABILITY COVERAGE PART – Coverage D – Healthcare Facilities Professional Liability**, the following is added to the definition of “incident”:

- (4) the services of a licensed beautician or licensed barber.

**E. Contracted Medical Director, Utilization Review Physician, and Rehabilitation Medical Director**

For the coverage provided by the **HEALTHCARE FACILITIES PROFESSIONAL LIABILITY COVERAGE PART – Coverage D – Healthcare Facilities Professional Liability**, the following is added to **SECTION II – WHO IS AN INSURED**:

A contracted medical director, utilization review physician, and rehabilitation medical director is an insured, but only while performing duties related to the conduct of an insured’s business.

**F. Spiritual Counseling Activity**

- (1) For the coverage provided by the **HEALTHCARE FACILITIES PROFESSIONAL LIABILITY COVERAGE PART – Coverage D – Healthcare Facilities Professional Liability**, the following is added to **SECTION I – COVERAGES, Coverage A – Bodily Injury and Property Damage, 1. Insuring Agreement**:

For “spiritual counseling activity”, we will pay those sums that the Insured becomes legally obligated to pay as damages because of any act, error, or omission of the Insured, arising out of the Insured’s “spiritual counseling activity” or the “spiritual counseling activity” of others for which you are liable.

- (2) For the coverage provided by the **HEALTHCARE FACILITIES PROFESSIONAL LIABILITY COVERAGE PART – Coverage D – Healthcare Facilities Professional Liability**, the following is added to **SECTION I – COVERAGES, Coverage A – Bodily Injury and Property Damage, 2. Exclusions**:

**Spiritual Counseling Activity**

This insurance does not apply to:

- (a) the services by any Insured as a member of a professional board or professional society;
- (b) the performance of any counseling services related to financial matters;

- (3) For the coverage provided by the **HEALTHCARE FACILITIES PROFESSIONAL LIABILITY COVERAGE PART – Coverage D – Healthcare Facilities Professional Liability**, the following definition is added:

“Spiritual counseling activity” means spiritual consultation or communication between an insured and another person, where an insured offers advice or guidance with regard to conduct or proposed conduct.

**G. Additional Insureds**

The following Additional Insureds are added to **SECTION II – WHO IS AN INSURED**.

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.

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 coverage does not increase the applicable Limits of Insurance shown in the Declarations.

**1. Funding Sources**

Any Funding Source which requires you in a written contract to name the Funding Source as an additional insured but only with respect to liability arising out of your premises, “your work” for the Additional Insured, or acts or omissions of the Additional Insured in connection with the general supervision of “your work” and only to the extent set forth as follows:

- a. The Limits of Insurance provided on behalf of such additional insured are no greater than those required by such contract.
- b. The coverage provided to the Additional Insured(s) is not greater than that customarily provided by the Policy forms specified in and required by the contract.

- c. All insuring agreements, exclusions and conditions of this Policy apply.
- d. In no event shall the coverages of Limits of Insurance in this Coverage Form be increased by such contract.

## **2. Lessor of Leased Equipment**

Any person or organization from whom you lease equipment, but only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

With respect to the insurance afforded to these Additional Insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

## **3. Managers, Landlords, or Lessors of Premises**

Any person or organization from whom you lease premises, but only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" arising out of the ownership, maintenance or use of that part of the premises leased to you, and subject to the following exclusions:

This insurance does not apply to:

- a. Any "occurrence" or offense which takes place after you cease to be a tenant in that premises.
- b. Structural alterations, new construction or demolition operations performed by or on behalf of the Additional Insured.

## **4. State or Governmental Agency or Subdivision or Political Subdivision – Permits or Authorizations Relating to Premises**

Any state or governmental agency or subdivision or political subdivision, subject to the following additional provision:

This insurance applies only with respect to the following hazards for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies:

- a. the existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, man holes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures; or
- b. the construction, erection or removal of elevators; or
- c. the ownership, maintenance or use of any elevators covered by this insurance.

## **5. Where Required By Written Contract**

- a. Any person or organization whom you have agreed to add as an additional insured in a written contract, written agreement or permit. Such person or organization is an additional insured but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of:
  - (1) Your acts or omissions, or the acts or omissions of those acting on your behalf, in the performance of your ongoing operations for the additional insured that are subject of the written contract or written agreement provided that the "bodily injury" or "property damage" occurs, or the offense resulting in "personal and advertising injury" is committed, subsequent to the signing of such written contract or written agreement; or

- (2) The additional insureds financial control of you; or

With respect to paragraph 1.a. above, a person's or organization's status as an additional insured under this endorsement ends when:

- (a) 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 for or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- (b) 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.

The insurance provided by this endorsement applies only if the written contract or written agreement is signed prior to the "bodily injury" or "property damage" occurs, or prior to when any offense resulting in "personal and advertising injury" is committed.

- b. With respect to the insurance provided by this endorsement, the following are added to paragraph **COMMERCIAL GENERAL LIABILITY COVERAGE FORM, SECTION I – COVERAGES, Coverage A – Bodily Injury And Property Damage Liability**:

This insurance does not apply to:

- (1) "Bodily injury" or "property damage" that occurs prior to your commencing operations at the location where such "bodily injury" or "property damage" occurs.
- (2) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:
  - (a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - (b) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal or advertising injury", involved the rendering of, or failure to render, any professional architectural, engineering or surveying services.

- (3) "Bodily injury" or "property damage" occurring after:

- (a) 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 for or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- (b) 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. Any person or organization specifically designated as an additional insured for ongoing operations by a separate additional insured endorsement issued by us and made part of this Policy.

**6. Primary and Non-Contributory Extension**

This provision applies to any person or organization who qualifies as an additional insured under any form or endorsement under this Policy.

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM, SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS. 4. Other Insurance** is amended as follows:

As respects any additional insured, this insurance is excess unless:

1. the additional insured is a named insured under such other insurance; or
2. you have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

Regardless of the written agreement between you and an additional insured, this insurance is excess over any other insurance whether primary, excess, contingent or on any other basis for which the additional insured has been added as an Additional Insured on other policies.

**7. Blanket Waiver of Transfer of Rights of Recovery Against Others to Us (Subrogation)**

Under **COMMERCIAL GENERAL LIABILITY COVERAGE FORM, SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, the following is added to Condition **8. Transfer Of Rights Of Recovery Against Others to Us**:

If required by a written contract or written agreement, we waive any right of recovery we may have against a person or organization because of payment we make for injury or damage arising out of your ongoing operations or “your work” done under a contract for that person or organization and included in the “products-completed operations hazard” provided that the injury or damage occurs subsequent to the execution of the written contract or written agreement.

**H. Evacuation Expense Reimbursement Coverage Extension**

We will reimburse you (or pay on your behalf, at our sole discretion), reasonable and necessary “evacuation expense” relating to an “evacuation”, provided that:

1. the “evacuation” takes place in the “coverage territory”;
2. the “evacuation” first takes occurs during the policy period;
3. the “evacuation” did not arise out of any fact, circumstance, pre-existing condition, situation, “bodily injury”, “property damage”, or “personal and advertising injury” that you, prior to the inception date of this Policy, knew, or reasonably should have known, could lead to, cause or result in such “evacuation”; and
4. such “evacuation expense” is incurred within thirty (30) days after the commencement date of the “evacuation”. The end of the policy period will not cut short this thirty (30) day period.

The most we will pay for “evacuation expense” is \$100,000 and in the aggregate. No deductible applies to this coverage.

The definitions of the **HEALTHCARE FACILITIES PROFESSIONAL LIABILITY COVERAGE PART – Coverage D – Healthcare Facilities Professional Liability** apply to this coverage, as well as the following:

“**Evacuation**” means the removal of 50% or more of the “patients or residents” of one or more of the scheduled locations to any other location as a result of any natural or man-made occurrence that, in the reasonable judgment of the causes, or could potentially cause such location(s) to be unsafe for “patients or residents”.

**“Evacuation expense”** means reasonable costs incurred with an “evacuation”, including costs associated with transporting and lodging “patients or residents” who have been evacuated. “Evacuation expense” does not include any remuneration, salaries, overhead, fees, loss of earnings or benefit expenses of the insured.

The conditions of the **HEALTHCARE FACILITIES PROFESSIONAL LIABILITY COVERAGE PART – Coverage D – Healthcare Facilities Professional Liability** apply to this coverage, as well as the following:

**Duties in the Event of an Evacuation**

1. You must see to it that we are notified, in writing, as soon as practicable, of an “evacuation”. To the extent possible, this written notice should include:
  - a. how, when and where the “evacuation” took place;
  - b. the names and addresses of any involved parties and witnesses; and
  - c. the nature and location of any injury or damage arising out of the “evacuation”.
2. You must submit a claim for reimbursement of “evacuation expense” within ninety (90) days after incurring such expense. Such claim(s) must include invoices or receipts supporting such expense.

**I. Media Event Expense**

For the coverage provided by the **HEALTHCARE FACILITIES PROFESSIONAL LIABILITY COVERAGE PART – Coverage D – Healthcare Facilities Professional Liability**, the following is added to **SECTION I – COVERAGES, Coverage A – Bodily Injury and Property Damage, Supplementary Payments – Coverages A and B**:

The most we will pay for “media event expenses” is \$15,000 per occurrence and in the aggregate. No deductible applies to this coverage.

Subject to the “media event expenses” Limit of Insurance set forth in the paragraph above, we will reimburse you for “media event expenses” that you incur as a result of a “media event” to which this insurance applies, provided that:

1. the “media event” takes place in the “coverage territory”; and
2. the “media event” takes place during the policy period; and
3. the “media event” is reported to us within sixty (60) days of the state the “media event” took place; and
4. we are provided with satisfactory proof that you incurred and paid such “media event expenses”; and
5. you take all reasonable steps to prevent a “media event” and to mitigate “media event expenses”.

All “media events” arising out of the same or related “media event” shall be considered one “media event” and will be subject to the “media event expenses” limit set forth in the paragraph above, applicable to the first “media event” reported to us.

The “media event expense” limit is the maximum liability for all “media event expenses” incurred as a result of all “media events” that take place during the policy period, regardless of the number of:

- a. insureds;
- b. “media events” or related “media events”;
- c. proceedings, complaints or “claims” brought or made against the insured; or



d. persons or organizations making or bringing proceedings, complaints or claims.

Any "media event expenses" incurred by us pursuant to this coverage shall be in addition to the Limits of Insurance.

This coverage is excess over any other valid and collectible insurance available to the insured.

For the purposes of this coverage:

**"Media event"** means media attention or publicity resulting from an "incident", "occurrence", offense, claim, complaint or proceeding made or brought against an insured.

**"Media event expense"** means the reasonable and necessary fees, costs or expenses that you incur in retaining the services of a third-party legal or public relations consultant for the purposes of addressing or managing a "media event".

"Media event expenses" do not include:

1. any damages, fines, penalties or other amounts that you become legally obligated to pay as a result of a "media event"; or
2. the salaries, fees, benefits, overhead, remuneration or expenses of any insured; or
3. any fees, costs or expenses associated with the defense of an insured against a claim, complaint or proceeding; or
4. any fees, costs or expenses that are covered under any other provision of this Policy.

#### **J. Public Relations Expense Reimbursement Coverage – HIPAA Damage – Defense Costs**

For the coverage provided by the **HEALTHCARE FACILITIES PROFESSIONAL LIABILITY COVERAGE PART – Coverage D – Healthcare Facilities Professional Liability**, the following is added to **SECTION I – COVERAGES, Coverage A – Bodily Injury and Property Damage, Supplementary Payments – Coverages A and B**:

The most we will pay for "public relations expense" is \$100,000 per occurrence and in the aggregate. No deductible applies to "public relations expense".

Upon satisfactory proof of payment, we will reimburse you (or pay on your behalf, at our sole discretion), reasonable and necessary "public relations expense" relating to a "public relations event", provided that:

1. the "public relations event" takes place in the "coverage territory";
2. the "public relations event" first occurs during the policy period;
3. the "public relations event" did not arise out of any fact, circumstance, pre-existing condition, situation, "bodily injury", "property damage", or "personal and advertising injury" that you, prior to the inception date of this Policy, knew, or reasonably should have known, could lead to, cause or result in such "public relations event"; and
4. such "public relations expense" is incurred within thirty (30) days after the commencement date of the "public relations event". The end of the policy period will not cut short this thirty (30) day period.

For the purposes of this coverage:

**"Public relations event"** means:

1. any "HIPAA violation", or any failure to maintain the confidentiality of information obtained in the conduct of the insured's business, or unauthorized release or use of such information; or

2. any criminal investigation, criminal complaint, indictment, administrative hearing or licensing or other such agency proceeding (other than proceedings in the normal course of the insured's business), relating to the alleged violation or infringement of one or more state or federal statutes or regulations regarding:

- (a) "patient or resident" abuse;
- (b) "patient or resident" privacy, including the handling of protected health information;
- (c) hiring practices and reference checking with respect to potential employees; and
- (d) any other similar law or regulation applicable to operations of the Insured and intended to protect the rights and safety of "patients or residents".

**"HIPAA violation"** means any proceeding brought by a government entity (other than proceedings in the normal course of the insured's business) alleging a violation of the privacy provisions of the Health Insurance Portability and Accountability Act of 1996.

**"Public relations expense"** means the reasonable fees and costs incurred to address a "public relations event". "Public relations expense" includes the costs:

- a. of outside attorneys, experts and consultants, including third party media consultants;
- b. to notify third parties directly affected by such "public relations event";
- c. associated with credit monitoring services; and
- d. incurred in the management of public relations with respect to such "public relations event".

"Public relations expense" does not include any remuneration, salaries, overhead, fees, loss of earnings or benefit expenses of the insured.

#### **K. Administrative Proceedings Defense Costs**

For the coverage provided by the **HEALTHCARE FACILITIES PROFESSIONAL LIABILITY COVERAGE PART – Coverage D – Healthcare Facilities Professional Liability**, the following is added to **SECTION I – COVERAGES, Coverage A – Bodily Injury and Property Damage, Supplementary Payments – Coverages A and B**:

The most we will pay for "administrative disciplinary proceedings costs" is \$100,000 per occurrence and in the aggregate. An "administrative disciplinary proceedings costs" deductible of \$500 applies per "administrative disciplinary proceeding".

Subject to the "administrative disciplinary proceedings costs" Limit of Insurance and deductible in the amount set forth in the paragraph above, we will pay "administrative disciplinary proceedings costs" incurred as a result of an "administrative disciplinary proceeding", regardless of the number of insureds or the number of such "administrative disciplinary proceedings, provided that:

1. such "administrative disciplinary proceeding" is first commenced against the Insured during the policy period and is reported to us within thirty (30) days of the Insured's receipt of notice of such "administrative disciplinary proceeding";
2. any act, error or omission that is the subject of the "administrative disciplinary proceeding" happened on or after the retroactive date shown in the Declarations (if a retroactive date applies); and

3. prior to the effective date of the Policy:

- (a) no authorized insured knew or should have of an “administrative disciplinary proceeding” or a potential “administrative disciplinary proceeding”;
- (b) no Insured had given notice to a prior insurer of any related “administrative disciplinary proceeding”.

Any “administrative disciplinary proceeding costs” incurred by us pursuant to this coverage shall be in addition to the Limits of Insurance.

For the purposes of this coverage, an “administrative disciplinary proceeding” will be deemed to have first occurred at the earliest of the following times when any authorized Insured first receives notice of the “administrative disciplinary proceeding”.

For the purposes of this coverage:

**“Administrative disciplinary proceedings costs”** means attorney fees charged by an attorney selected by us and for other reasonable costs, expenses or fees, paid to third parties incurred as a result of an “administrative disciplinary proceeding”.

**“Administrative disciplinary proceeding”** means any pending matter, including an initial inquiry, before a state or federal licensing board to investigate charges alleging a violation of any rule of professional conduct in the performance of professional services. “Administrative disciplinary proceeding” does not include any complaint or proceeding instituted against an Insured by the Department of Health and Human Services or its designee relative to a failure to comply with the Health Insurance Portability and Accountability Act, HIPAA.

**L. Extended Notice of Cancellation**

**COMMON POLICY CONDITION, A. Cancellation, 2. b.** is replaced with the following:

- b.** 45 days before the effective date of cancellation if we cancel for any other reason.

**This endorsement does not change any other provision of the policy.**

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - CALIFORNIA**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 5% of the applicable manual premium otherwise due on such remuneration subject to a policy maximum charge for all such waivers of 5% of total manual premium.

The minimum premium for this endorsement is \$350.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

**Schedule****Specific Waiver**

**Person/Organization:** Humboldt County  
**Job Description:** As per contractual agreement with insured.  
**Waiver Premium:** 350.00

<b>Class</b>	<b>State</b>	<b>Payroll Subject to Waiver</b>
8804	CA	1.00

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

**(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**

Endorsement Effective: 01/01/2022

Policy No.: MEWC337219

Endorsement No.:

Insured:

Premium \$

Insurance Company: Cypress Insurance Company

**WC 99 04 02C**

Countersigned by \_\_\_\_\_