

CERTIFICATE OF LIABILITY INSURANCE

KADCOCK

DATE	(MM/DD/YYYY)
	10510040

7THAVEN-01

								-	11	/05/2018	
C B	HIS CERTIFICATE IS ISSUED AS A ERTIFICATE DOES NOT AFFIRMAT ELOW. THIS CERTIFICATE OF IN EPRESENTATIVE OR PRODUCER, A	IVEL SURA	Y OI	R NEGATIVELY AMEND, E DOES NOT CONSTITU	, EXTEN	D OR ALT	ER THE CO	OVERAGE AFFORDED	BY TH	E POLICIES	
lf	PORTANT: If the certificate holde SUBROGATION IS WAIVED, subje is certificate does not confer rights	ct to	the	terms and conditions of	the polic	y, certain j	policies may				
	DUCER License # 0C36861	0 110	0010								
Inla	d Empire-Alliant Insurance Services	, Inc.				CONTACT NAME: Karen M Adcock PHONE (A/C, No, Ext): (909) 886-9861 FAX (A/C, No): (909) 886-2013					
	Carnegie Dr Ste 200 Bernardino, CA 92408				E-Mall ADDRESS: KAdcock@alliant.com						
					INSURER(S) AFFORDING COVERAGE					NAIC #	
					INSURER A : Arch Specialty Insurance Company					21199	
INSURED						INSURER B : Philadelphia Indemnity Insurance Company					
7th Avenue Center LLC					INSURER	INSURER C .: State Compensation Insurance Fund of California					
	2115 7th Avenue				INSURER	D:					
	Santa Cruz, CA 95062				INSURER	E :					
					INSURER	F:					
	/ERAGES CEF	TIFIC	CATE	E NUMBER:				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		1	POLICY EFF MM/DD/YYYY)	POLICY EXP	LIMIT	s		
A	X COMMERCIAL GENERAL LIABILITY						(1111022/1111)	EACH OCCURRENCE	\$	1,000,000	
	CLAIMS-MADE X OCCUR	x		FLP0002471-14	1	1/01/2018	11/01/2019	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	100,000	
								MED EXP (Any one person)	\$	5,000	
								PERSONAL & ADV INJURY	\$	1,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$	3,000,000	
	POLICY PRO- JECT LOC							PRODUCTS - COMP/OP AGG	\$ \$	3,000,000	
В	AUTOMOBILE LIABILITY							COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000	
	X ANY AUTO			PHPK1904089		1/01/2018	11/01/2019	BODILY INJURY (Per person)	\$		
	OWNED AUTOS ONLY SCHEDULED							BODILY INJURY (Per accident)	\$		
	HIRED AUTOS ONLY AUTOS ONLY							PROPERTY DAMAGE (Per accident)	\$		
									\$		
Α	X UMBRELLA LIAB X OCCUR							EACH OCCURRENCE	\$	1,000,000	
	EXCESS LIAB CLAIMS-MADE			FLP0002471-14	11/01/2018	11/01/2019	AGGREGATE	\$	1,000,000		
	DED RETENTION \$							Prod/CO Agg	\$	1,000,000	
С	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			0000004 40		0/04/0040	40/04/0040	X PER OTH- STATUTE ER		4 000 000	
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		N / A		9028361-18	10/01/2018	0/01/2018	10/01/2019	E.L. EACH ACCIDENT	\$	1,000,000	
								E.L. DISEASE - EA EMPLOYEE	\$	1,000,000	
•	If yes, describe under DESCRIPTION OF OPERATIONS below Professional Liab			FLP0002471-14	1	1/01/2018	11/01/2019	E.L. DISEASE - POLICY LIMIT	\$	1,000,000	
	Professional Liabili			FLP0002471-14			11/01/2019			3,000,000	
	Professional Liabili RIPTION OF OPERATIONS / LOCATIONS / VEHIC County of Humboldt, its officers, empl	LES (A	ACORI and							3,000,00	
CEI						LLATION	THE ABOVE D	ESCRIBED POLICIES BE C.	ANCEL		
County of Humboldt Attn: Risk Management 825 5th Street, Room 131				THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.							
Eureka, CA 95501				AUTHORIZED REPRESENTATIVE							

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMON POLICY CONDITIONS

This endorsement modifies insurance provided under the following:

All coverage forms included in this policy.

1. Your Policy Period

Coverage Parts in this policy begin at 12:01 a.m., standard time, on the effective date. If this policy replaces policies ending at noon, rather than 12:01 a.m., coverage begins at noon when the old policy ends.

Coverage Parts or endorsements added to this policy after its effective date begin on the effective date of the added agreement.

Coverage ends at 12:01 a.m., standard time, on the expiration date. If all or part of this policy is cancelled for any reason before that date, the coverage will end at 12:01 a.m., standard time, on the cancellation date.

2. Cancellation

The first Named Insured shown in the Introduction may cancel this policy by mailing or delivering to us advance written notice of cancellation.

We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:

- a. Ten (10) days before the effective date of cancellation if we cancel for nonpayment of premium; or
- **b.** Thirty (30) days before the effective date of cancellation if we cancel for any other reason.

We will mail or deliver our notice to the first Named Insured's last mailing address known to us.

Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.

If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.

If notice is mailed, proof of mailing will be sufficient proof of notice.

3. When We Do Not Renew

If we decided not to renew this policy, we will mail or deliver to the first Named Insured shown in the Introduction written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

4. Changes

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This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Introduction is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

5. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

6. Inspections And Surveys

We have the right, but not the duty to:

- a. Make inspections and surveys at any time;
- **b.** Give you reports on the conditions we find; and
- c. Recommend changes.

We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:

- (1) Are safe or healthful; or
- (2) Comply with laws regulations, codes or standards.

Paragraphs 6.a. and **6.b.** of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

Paragraph 6.b. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

7. Premiums

The first Named Insured shown in the Introduction:

- a. Is responsible for the payment of all premiums; and
- **b.** Will be the payee for any return premiums we pay.

In some instances, such as when coverage under your policy is changed, there may be a difference in your premium. If the difference in premium that you owe us is \$50 or less, we will waive this amount. If the difference in premium we owe you is \$50 or less, we won't refund this amount unless you request that we refund it. We will apply this waiver of premium practice separately each time your policy is changed.

8. Minimum Earned Premium

If you cancel this policy during the policy period we will retain a minimum earned premium equal to

25% of the policy premium.

9. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual Named Insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the course and scope of duties as your legal representative. Until your legal representative is appointed, anyone having authorized temporary custody of your property will have your rights and duties but only with respect to that property.

10. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this policy.

11. Legal Action Against Us

No person or organization has a right under this policy:

- **a.** To join us as a party or otherwise bring us into a "claim" or "suit" asking for damages from an insured; or
- b. To sue us on this policy unless all of its terms have been fully complied with. A person or organization may sue us to recover on a settlement agreed to by us or on a final judgment against an insured obtained after an actual trial; but we will not be liable for damages that are not payable under the terms of this policy or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured, and the claimant or the claimant's legal representative.

12. Premium Audit

We will compute all premiums for this policy in accordance with our rules and rates.

Premium shown in this policy as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period. Audit premiums are due and payable on notice to the first Named Insured. If the sum of the advance and audit premiums paid for the policy term is greater than the earned premium, we will return the excess to the first Named Insured.

The first Named Insured must keep records of the information we need for premium computation and send us copies at such times as we may request.

13. Representations

By accepting this policy, you agree:

- a. The statements in the Introduction and Declarations are accurate and complete; and
- **b.** The policy is issued based upon the completeness and accuracy of representations you made to us. This policy is void if you or any insured hide important information from us, mislead us, or attempt to defraud or lie to us about any matter concerning this insurance either before or after a loss. Unintentional errors or omissions will not affect your rights

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under this policy.

14. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this endorsement to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom "claim" is made or "suit" is brought.

15. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this policy, those rights are transferred to us. The insured must do nothing after a loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

16. State Specific Laws

Any part of this policy that conflicts with state law is automatically changed to conform to the law.

All other terms of your policy remain unchanged.

Policy Number: FLP0002471-14

Named Insured: 7th Avenue Center, LLC

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

Endorsement Effective Date: November 01, 2018

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PROFESSIONAL PLUS ENDORSEMENT

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

HEALTHCARE PROFESSIONAL LIABILITY COVERAGE FORM; HEALTHCARE GENERAL LIABILITY COVERAGE FORM; and HEALTHCARE GENERAL LIABILITY COVERAGE FORM – CLAIMS-MADE; HEALTHCARE PROVIDER 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

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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:\$25,000Each "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.

For the purposes of Evacuation Expense Coverage, the following definitions are added:

"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 Llability 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:	\$1,000,000
Each "Claim" Abuse Or Molestation Limit:	\$1,000,000

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 of your policy remain unchanged.

Policy Number: FLP0002471-14

Named Insured: 7th Avenue Center, LLC

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

Endorsement Effective Date: November 1, 2018