



BMRHEAL-01

MASANTE

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
4/23/2020

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 License # 0G66614  
One Risk Group, LLC DBA: One Risk Management & Insurance Services  
6701 Koll Center Parkway, Suite 350  
Pleasanton, CA 94566

CONTACT NAME:  
PHONE (A/C, No, Ext): (925) 226-7350 FAX (A/C, No): (925) 226-7380  
E-MAIL ADDRESS: Certificates@oneriskgroup.com

INSURED  
BMR Health Services, Inc.  
7041 Koll Center, Suite 210  
Pleasanton, CA 94566

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : TDC National Assurance Company	41050
INSURER B : Wesco Insurance Company	25011
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

### COVERAGES

CERTIFICATE 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 WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		HPE-01351-20-00	4/24/2020	4/24/2021	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ Included GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			HPE-01351-20-00	4/24/2020	4/24/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WWC3429029	8/1/2019	8/1/2020	<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	Phy/Sex Misconduct			HPE-01351-20-00	4/24/2020	4/24/2021	Aggregate 3,000,000
A	Professional Liab			HPE-01351-20-00	4/24/2020	4/24/2021	Each Claim 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Mt. Diablo Unified School District is additional insured to the extent provided in the attached form.

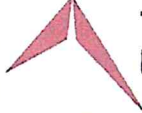
### CERTIFICATE HOLDER

### CANCELLATION

Mt. Diablo Unified School District  
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

 <p><b>TDC SPECIALTY UNDERWRITERS</b> The Doctors Company Group</p>	<p>Underwritten by TDC National Assurance Company 5885 Meadows Road, Suite 300 Lake Oswego, OR 97035 Servicing Address: 29 Mill Street Unionville, CT 06085</p>
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**MEDICAL FACILITIES PROFESSIONAL LIABILITY, GENERAL LIABILITY AND  
EMPLOYEE BENEFIT LIABILITY POLICY**

**VARIOUS PROVISIONS IN THIS POLICY RESTRICT COVERAGE. PORTIONS OF THIS POLICY APPLY ONLY TO CLAIMS FIRST MADE AGAINST THE INSURED AND REPORTED TO US DURING THE POLICY PERIOD OR APPLICABLE EXTENDED REPORTING PERIOD. PLEASE READ THIS POLICY CAREFULLY.**

In consideration of the payment of the premium and in reliance upon all statements and information furnished to **us**, and subject to all of the terms and conditions of this Policy (including all endorsements attached hereto), **you** and **we** agree as follows:

**I. INSURING AGREEMENTS**

**(A) Claims Made Professional Liability Insurance:**

**We** will pay up to the applicable Limit of Liability set forth in ITEM 4.A. of the Declarations on behalf of the **insured** any **damages** that the **insured** is legally obligated to pay as a result of any covered **claim** for a **professional services wrongful act** happening on or after the **retroactive date**; provided, that the **claim** is first made against the **insured** during the **policy period** or applicable Extended Reporting Period and reported to **us** in accordance with GENERAL CONDITION (C) of this Policy.

**(B) Claims Made General Liability Insurance; Medical Expense Reimbursement:**

(1) **We** will pay up to the applicable Limit of Liability set forth in ITEM 4.B. of the Declarations on behalf of the **insured** any **damages** that the **insured** is legally obligated to pay as a result of any covered **claim** alleging **bodily injury, property damage, or personal and advertising injury** that is caused by an **occurrence** happening on or after the **retroactive date**; provided, that the **claim** is first made against the **insured** during the **policy period** or applicable Extended Reporting Period and reported to **us** in accordance with GENERAL CONDITION (C) of this Policy.

(2) Upon **your** satisfactory proof of payment, **we** will reimburse **you** up to the applicable amount set forth in ITEM 4.B. of the Declarations for **medical expenses you** actually paid in connection with any **bodily injury** caused by an accident and suffered by an individual; provided, that:

- (a) such accident takes place during the **policy period** on premises **you** own or rent, or on ways adjacent to premises **you** own or rent, and in connection with the conduct of **your** business and the Covered Operations identified in ITEM 6 of the Declarations;
- (b) the treatment or other services eligible for such **medical expenses** are rendered within one (1) year of such accident;
- (c) such **medical expenses** are reported to **us** within ninety (90) days from the date such treatment or service was rendered; and

- (d) the injured individual submits to examination(s), at **our** expense, by physicians of **our** choice, as often as **we** may reasonably require.

(C) **Claims Made Employee Benefit Liability Insurance:**

**We** will pay up to the applicable Limit of Liability set forth in ITEM 4.C. of the Declarations on behalf of the **insured** any **damages** that the **insured** is legally obligated to pay as a result of any covered **claim** for an **employee benefit wrongful act** happening on or after the **retroactive date**; provided, that the **claim** is first made against the **insured** during the **policy period** or applicable Extended Reporting Period and reported to **us** in accordance with GENERAL CONDITION (C) of this Policy.

(D) **Evacuation Expense Reimbursement Insurance:**

Upon **your** satisfactory proof of payment, **we** will reimburse **you** up to the applicable amount set forth in ITEM 4.D. of the Declarations for **evacuation expenses you** actually paid in connection with an **evacuation** that occurs during the **policy period**; provided, that **you** incur such **evacuation expenses** no later than sixty (60) days after the Expiration Date or earlier cancellation date of this Policy and report them to **us** in accordance with GENERAL CONDITION (C) of this Policy.

(E) **Legal/Media Expense Reimbursement Insurance:**

Upon **your** satisfactory proof of payment, **we** will reimburse **you** up to the applicable amount set forth in ITEM 4.E. of the Declarations for **legal/media expenses you** actually paid in connection with a **legal defense proceeding** first brought against **you** during the **policy period**; provided, that:

- (1) such **legal defense proceeding** arises out of **professional services** rendered by the **insured** on or after the **retroactive date** applicable to the **insured** against whom/which such **legal defense proceeding** is brought; and
- (2) such **legal defense proceeding** is reported to **us** in accordance with GENERAL CONDITION (C) of this Policy.

(F) **Patient Property Loss Reimbursement Insurance:**

Upon **your** satisfactory proof of payment, **we** will reimburse **you** up to the applicable amount set forth in ITEM 4.F. of the Declarations for **patient property loss you** actually paid during the **policy period**.

(G) **Defense and Supplementary Payments:**

**We** have the right and duty to defend any **claim** that is covered by INSURING AGREEMENTS (A), (B)(1) and (C) of this Policy, even if any allegations of such **claim** are groundless, false or fraudulent. In addition to the Limits of Liability for AGREEMENTS (A), (B) and (C), **we** will pay **defense costs** and will:

- (1) pay the premium on any bond to release attachments for an amount not in excess of the Limits of Liability for INSURING AGREEMENTS (A), (B) and (C) of this Policy and the premium on any appeal bond required in any defended suit; provided, that **we** will not be obligated to apply for or furnish any such bond;
- (2) pay all costs imposed against an **insured** in any such suit;

- (3) provide a legal defense and pay **defense costs** for any arbitration, mediation or other alternative dispute proceeding if:
  - (a) the dispute at issue is a **claim** covered by this Policy; and
  - (b) the **insured** provides notice of the proceeding as required by GENERAL CONDITION (C) of this Policy;
- (4) pay post-judgment interest on that part of any judgment **we** are obligated to pay; provided, that **we** will not pay any post-judgment interest that accrues after **we** pay or offer to pay **our** share of the judgment; and
- (5) pay reasonable expenses, plus loss of earnings due to time off from work, incurred by an **insured** as a result of being a defendant or co-defendant in a **claim** or at **our** request, but not to exceed:
  - (a) \$500 per day per **insured**; and
  - (b) \$12,500 per **claim**.

## II. DEFINITIONS

- (A) **Administration** means giving advice or counsel to **employees**, including their dependents and beneficiaries, concerning their rights or interest with respect to **employee benefit programs**; determining the eligibility of **employees** to participate in **employee benefit programs**; interpreting the provisions of **employee benefit programs**; handling and keeping records and processing of claims in connection with **employee benefit programs**; and effecting enrollment, termination or cancellation of **employees** under **employee benefit programs**.
- (B) **Advertisement** means a notice that is broadcast or published (including material placed on the Internet or similar means of electronic communication) to the general public or specific market segments about **your** goods, products or services for the purpose of attracting customers or supporters; provided, that only that part of a website that is about **your** products, goods or services, for the purposes of attracting customers or supporters, is considered an **advertisement**.
- (C) **Auto** means a land motor vehicle, trailer, or semitrailer designed for travel on public roads, including any attached machinery or equipment. **Auto** does not include **mobile equipment**.
- (D) **Bodily injury** means bodily injury, sickness or disease sustained by any person, including death resulting from any of these at any time; mental anguish; and mental injury.
- (E) **Circumstance** means any **wrongful act** or **occurrence** that is likely to result in a **claim** being made against an **insured** under this Policy.
- (F) **Claim** means a written demand for monetary damages received by an **insured** that any person or entity intends to hold an **insured** responsible for a **wrongful act** or an **occurrence**. "**Claim**" shall not include a **legal defense proceeding**.  
  
A **claim** will be deemed to have been first made against **you** when it is first received by **you**.
- (G) **Damages** means:

- (1) for the purposes of INSURING AGREEMENTS (A), (B)(1) and (C), any damages, settlements, judgments (including post-judgment interest) or other amounts (including punitive or exemplary damages if insurable under the applicable law most favorable to the insurability thereof) in excess of the applicable deductible or self-insured retention, if any, stated in ITEM 5 of the Declarations which an **insured** is legally obligated to pay as a result of a **claim**; and
- (2) for the purpose of INSURING AGREEMENT (B)(2), **medical expenses**;
- (3) for the purpose of INSURING AGREEMENT (D), **evacuation expenses**;
- (4) for the purpose of INSURING AGREEMENT (E), **legal/media expenses**; and
- (5) for the purpose of INSURING AGREEMENT (F), **patient property loss**.

**Damages** shall not include:

- (i) **defense costs**;
  - (ii) the multiple portion of any multiplied damage award;
  - (iii) fines, penalties, sanctions, fees, government payments or taxes, or amounts imposed by statute, rule, regulation or other law; provided, that **we** will reimburse **you** for civil fines and penalties resulting from any **HIPAA proceeding** up to the amount set forth in ITEM 4.E. of the Declarations;
  - (iv) amounts owed to any provider of **medical services** under any contract;
  - (v) restitution, return or disgorgement of fees, profits, charges for products or services rendered, capitation payments, premium or other funds allegedly wrongfully held or obtained;
  - (vi) benefits under an **employee benefit program**;
  - (vii) relief or redress in any form other than monetary compensation or monetary damages, including without limitation the cost of complying with any injunctive, declaratory or administrative relief;
  - (viii) that part of any post-judgment interest that accrues after **we** pay or offer to pay **our** share of the judgment;
  - (ix) the payment, satisfaction or writing off of any medical bills or charges by an **insured**; or
  - (x) matters which are uninsurable under applicable law.
- (H) **Defense costs** means the reasonable fees of attorneys, experts and consultants and costs and expenses incurred in the investigation, adjustment, defense or appeal of a **claim** with **our** approval or at **our** direction; provided, that **defense costs** shall not include:
- (1) remuneration, salaries, overhead, fees, loss of earning reimbursement or benefit expenses of an **insured**;
  - (2) any amounts incurred in defense of a **claim** for which any other insurer has a duty to defend, regardless of whether such other insurer undertakes such duty; or

- (3) any benefits under an **employee benefit program**.
- (I) **Employee** means any person who has an assigned work schedule for and is (i) on **your** regular payroll, with federal and state taxes withheld; or (ii) a person employed by a labor leasing firm or self-employed, and leased by **you** under a written agreement with such labor leasing firm or self-employed person to perform duties at **your** location and under **your** direction. Independent contractors are not **employees**. An **employee's** status as an **insured** shall be determined as of the date of the **occurrence** or **wrongful act** upon which a **claim** involving the **employee** is based.
- (J) **Employee benefit program** means any group life insurance, group accident and health insurance, profit sharing plans, pension plans, **employee** stock subscription plans, workers' compensation, unemployment insurance, social security and disability benefits insurance or any other similar plan under **your administration** for the benefit of **your employees**.
- (K) **Employee benefit wrongful act** means any actual or alleged act, error or omission, or series of acts, errors or omissions, by an **insured** in the **administration** of an **employee benefit program**.
- (L) **Employment practices** means any of the following: breach of any employment contract; failure or refusal to hire or employ; dismissal, discharge, reduction in force, downsizing or termination of employment, whether actual or constructive; demotion, reassignment, failure or refusal to promote, or deprivation of career opportunity; discipline of **employees**; evaluation of **employees**; discrimination or harassment of any kind or on any basis including, but not limited to, discrimination, limitation, segregation or classification based on race, sex, marital status, ancestry, physical or mental handicaps, age, sexual preference, pregnancy or religion or other status that is protected under any applicable federal, state or local statute or ordinance affecting any present or former **employee** or applicant for employment; humiliation or defamation of any present or former **employee** or applicant for employment; retaliatory treatment against an **employee** arising out of an **employee's** attempted or actual exercise of the **employee's** rights under the law; employment-related misrepresentations; or failure to implement appropriate workplace or employment policies or procedures.
- (M) **Evacuation** means the removal from one or more of **your** facilities to any other location of a majority of the patients or residents of such facility(ies) as a result of any natural or man-made occurrence that, in the reasonable judgment of **your** management, causes or could potentially cause such facility(ies) to be unsafe for such patients or residents.
- (N) **Evacuation expenses** means reasonable costs **you** incur in connection with an **evacuation**, including costs associated with transporting, lodging and providing meals to patients or residents who have been evacuated. **Evacuation expenses** shall not include any remuneration, salaries, overhead or benefit expenses of **yours**.
- (O) **First named insured** means the entity designated as such in ITEM 1 of the Declarations.
- (P) **Good samaritan acts** means emergency medical treatment provided by an **insured**, without remuneration, at the scene of an accident, medical crisis or disaster.
- (Q) **HIPAA proceeding** means any investigation initiated, or proceeding brought, by a government entity (other than proceedings in the ordinary course of **your** business) investigating or alleging a violation of Title II of the Health Insurance Portability and Accountability Act of 1996, as amended, and any rules or regulations promulgated thereunder.

- (R) **Hostile fire** means a fire which becomes uncontrollable or breaks out from where it was intended to be contained; provided, that **hostile fire** shall not include any fire that originates at any site operating as a waste disposal facility or waste storage facility.
- (S) **Impaired property** means tangible property, other than **your product** or **your work**, that cannot be used or is less useful because: (1) it incorporates **your product** or **your work** that is known or thought to be defective, deficient, inadequate, or dangerous; or (2) **you** have failed to fulfill the terms of a contract or agreement.
- (T) **Insured** means any of the following:
- (1) the **named insured**;
  - (2) any **employee** or **volunteer**, but only while such **employee** or **volunteer** is acting within the capacity and scope of his or her duties as such;
  - (3) any **insured medical practitioner**, but only while such **insured medical practitioner** is acting within the capacity and scope of his or her duties as such;
  - (4) **your** medical directors, department heads, or chiefs of staff, but only while acting within the scope and capacity of their duties as such for **you**;
  - (5) any member of a duly authorized board or committee of **yours**;
  - (6) solely with respect to and limited to the coverage afforded under INSURING AGREEMENT (A), the lawful spouses of individual **insureds** and, in the event of the death, incapacity or bankruptcy of an individual **insured**, the estates, heirs, legal representatives or assigns of such individual **insured**;
  - (7) any person enrolled as a student in a formal training program offered by **you**, but only when such person is acting within the capacity and scope of his or her duties as such;
  - (8) any member or partner of a joint venture or partnership specifically listed as a **named insured** on an endorsement attached to this Policy, but only with respect to such member or partner's liability arising out of such joint venture or partnership;
  - (9) if **you** are a limited liability company, any member of **yours**, but only when such member is named in a **claim** by reason of his or her ownership interest in such limited liability company and only to the extent of such ownership interest;
  - (10) any driver or operator of **mobile equipment**, but only when operating **mobile equipment** at **your** direction and with **your** permission; and
  - (11) any person or entity with whom/which **you** have a written agreement, effective during the **policy period**, to provide such person or entity insured status under this Policy (each, an "Additional Insured"), but solely with respect to liability imposed or sought to be imposed on such Additional Insured as a result of the acts, errors or omissions of an original **insured** committed or allegedly committed subsequent to the execution of such agreement and for which this Policy provides coverage; provided, that: (a) no coverage will be available under this Policy for that portion of any **damages** or **defense costs** for any **claim** against an Additional Insured based upon or arising out of any actual or alleged independent act or direct liability of such Additional Insured; (b) an Additional Insured's status as an

**insured** under this Policy shall immediately terminate when **your** agreement to provide such status terminates; and (c) if such written agreement between **you** and an Additional Insured provides for indemnity or contribution in favor of such Additional Insured, the amount, extent and scope of coverage available under this Policy to such Additional Insured will be no greater than the amount, extent and scope of indemnification available to such Additional Insured as agreed to by **you** in such agreement.

- (U) **Insured contract** means any lease of premises; sidetrack agreement; elevator maintenance agreement; easement or license agreement, obligation to indemnify a municipality if the obligation is required by ordinance; any contract or agreement specifically added as an **insured contract** by written endorsement to this Policy, under which **you** assume the tort liability of another to pay damages for **bodily injury** or **property damage** covered by this Policy that is sustained by others.
- (V) **Insured medical practitioner** means any clinical professional including, without limitation, any physician, surgeon, intern, extern, resident, certified registered nurse anesthetist, nurse midwife, osteopathic physician and surgeon, podiatrist and dentist who, on the date of the **wrongful act** or **occurrence** giving rise to a **claim** was:
- (1) independently professionally licensed by the State in which the **insured medical practitioner** is providing services for or on **your** behalf; and
  - (2) an **employee**.
- (W) **Legal defense proceeding** means:
- (1) a hearing or disciplinary action against an **insured** before a state or other licensing board or governmental regulatory body;
  - (2) a civil or criminal proceeding in which the **insured** is not a defendant but has been ordered to offer deposition testimony regarding treatment rendered to a **patient**;
  - (3) a civil or criminal proceeding in which the **insured** is not a party but has received a subpoena for record production regarding treatment rendered to a **patient**; or
  - (4) a **HIPAA proceeding**.
- (X) **“Legal/media expenses”** means reasonable fees and costs of attorneys, experts and consultants incurred by the **insured** in the investigation and defense of a **legal defense proceeding**. **Legal/media expenses** also includes reasonable costs incurred by the **insured** in the management of public relations with respect to a **legal defense proceeding**, including reasonable fees and costs of third-party media consultants. Solely with respect to a **HIPAA proceeding**, **“legal/media expenses”** shall include civil fines and penalties resulting from any **HIPAA proceeding**. **Legal/media expenses** shall not include any remuneration, salaries, overhead, fees, loss of earning reimbursement or benefit expenses of an **insured**.
- (Y) **Medical expenses** means reasonable payments for the following treatments or services rendered in connection with **bodily injury** suffered by an individual and caused by an accident for which coverage is provided under INSURING AGREEMENT (B)(2):
- (1) first aid administered at the time of the accident giving rise to such **bodily injury**;
  - (2) necessary medical, surgical-x-ray and dental services, including prosthetic devices; and