# EDUCATION AGREEMENT BETWEEN SIMMONS COLLEGE AND COUNTY OF MONTEREY

THIS AGREEMENT is made and entered into as of the date set forth herein below, by and between Simmons College ("SCHOOL") and County of Monterey, on behalf of Health Department, Clinic Services Bureau ("CLINICAL FACILITY").

#### **RECITALS:**

- 1. SCHOOL is a not-for-profit educational corporation that complies with the State of California guidelines. Students receive a certificate of completion upon meeting the Program criteria. The Program requires a clinical learning site and the use of clinical facilities. The Program is that of the SCHOOL and not of the CLINICAL FACILITY.
- 2. CLINICAL FACILITY operates community clinics certified by the State of California under the provisions of the Health & Safety Code 1206(b) and have been designated as Federally Qualified Health Center Look-Alikes (FQHC). Under the direction of the Health Department and governance of the Community Health Center Board, the clinics located in Salinas, Seaside, and Marina provide preventive, primary, and specialty medical care services. These FQHC clinics offer a sliding scale fee and are committed to serving primarily low-income residents and the medically underserved, many of who are eligible for Medi-Cal, Medicare, and other public health care assistance programs.
- 3. The CLINICAL FACILITY has facilities suitable for providing the clinical experience required by the SCHOOL's Program.
- 4. It is to the mutual benefit of the parties hereto that SCHOOL's students have opportunities to use the CLINICAL FACILITY facilities for their clinical practicum. This Agreement describes the conditions of the participation between the parties.

NOW, THEREFORE, in consideration of the covenants, conditions and stipulations hereinafter expressed and in consideration of the mutual benefits to be derived therefrom, the parties hereto agree as follows:

# 5. **DEFINITIONS**:

- a. Clinical Practicum means the practical experience that the Student obtains by means of onsite actual clinical experience under CLINICAL FACILITY supervision.
- b. Preceptor is the CLINICAL FACILITY employee who directly supervises the Student in his/her clinical practicum.
- c. Unit means the department or clinic within the CLINICAL FACILITY in which the Student obtains clinical experience.
- d. Faculty Member means the professor who evaluates the Student's clinical practicum.
- e. Student means the SCHOOL student who is performing his/her clinical practicum at the CLINICAL FACILITY.

### CLINICAL FACILITY SHALL:

- 6. Accept from the SCHOOL the mutually agreed upon number of students enrolled in the SCHOOL's Program. CLINICAL FACILITY shall designate a member of its staff to participate with the designee of the SCHOOL in planning, implementing and coordinating the clinical experience practicum. CLINICAL FACILITY shall permit designated Clinic personnel to participate in the instruction of the students; however, this shall not interfere with the service commitments of the Clinic personnel.
- 7. Provide facilities as presently available and as necessary for the development and maintenance of a clinical educational experience for SCHOOL's students taking part in the practicum. CLINICAL FACILITY shall permit said student(s) of SCHOOL access to the appropriate facilities for the clinical experience program, including classroom and conference room space when available; provided that the presence of the students shall not be allowed to interfere with the regular activities of the CLINICAL FACILITY.
- 8. Maintain its facilities used for the clinical experience in such a manner that said facilities shall conform to all applicable provisions, requirements, standards and guidelines of State Boards, licensing or accreditation agencies such as Health Resources and Services Administration (HRSA), and/or the Business & Professions Code.
- 9. Assure that CLINICAL FACILITY staff is adequate in number and quality to insure safe and continuous management of the clinical practicum in cooperation with SCHOOL's educational program.
- 10. Reserves the right, without prior notice, to limit the use of any of its facilities when, the CLINICAL FACILITY deems such limitation necessary for the proper operation of the CLINICAL FACILITY.
- 11. Shall permit designated clinic personnel, to participate in the Nursing Program's clinical instruction and/or clinical education experience of the Students; however, this shall not interfere with the service commitments of the CLINICAL FACILITY's personnel.

# 12. The CLINICAL FACILITY shall:

- a. Provide students taking part in the clinical experience, whenever possible, with such other incidentals as may be mutually agreed upon from time to time by the parties.
- b. Provide equipment, materials and other necessary resources that are adequate to provide an appropriate clinical experience.
- c. Retain full responsibility for the supervision of patient care.
- d. Provide the Student(s) with access to learning experiences and involvement in patient care in its clinical facilities.
- e. Not use the name of the SCHOOL in any advertising, commercial, or published materials without first obtaining the express written authorization from the SCHOOL.
- f. CLINICAL FACILITY shall assign an appropriate individual to:
  - i. Be responsible, in coordination with the SCHOOL's staff, for planning and scheduling of student activities at the CLINICAL FACILITY prior to each student rotation.
  - ii. Maintain during each clinical rotation, the clinical performance evaluations for assigned students.

- 13. Provide emergency first aid and medical treatment for any student who becomes sick or injured on CLINICAL FACILITY's premises during said student's participation in the clinical practicum at the CLINICAL FACILITY. Provide any additional medical examinations and/or other protective measures that may be required by the CLINICAL FACILITY. Except as provided herein the CLINICAL FACILITY shall have no obligation to furnish medical or surgical care to any student.
- 14. Have the right, after consultation with the SCHOOL, to request withdrawal from further clinical experience any student of the SCHOOL who, in the CLINICAL FACILITY's judgment, is not participating satisfactorily in the clinical educational practicum, or who refuses to follow the Clinic's administrative and patient care policies, procedures, rules and regulations, including inappropriate behavior, dress and/or hygiene. The CLINICAL FACILITY's request must be in writing and must include a statement of the reason(s) for withdrawal. Said request shall be complied with immediately by the SCHOOL, but not later than five (5) days from its receipt of same, depending upon the severity of the problem.
- 15. CLINICAL FACILITY supervisory employees may, in an emergency or based upon applicable standards of patient care, temporarily relieve a student from a particular assignment or require that a student leave an area or department, pending the parties' final determination of the student's future status.

#### SCHOOL SHALL:

- 16. Be responsible for the academic content, development, and administration, promotion of the Program and shall provide necessary instruction and academic supervision. SCHOOL shall be responsible for clear and specific objectives and planned learning activities for the clinical component of instruction, clinical manuals for students, and appropriate evaluation instruments for student learning, The clinical experience practicum shall be conducted in a manner satisfactory to CLINICAL FACILITY; and the time, place and subject matter of all training shall be subject to CLINICAL FACILITY's approval. Selection of specific learning or educational experiences to be assigned to students shall be determined by mutual agreement between the parties.
- 17. Establish a rotational plan for the clinical experience by mutual agreement between appropriate representatives of the parties. The parties may formalize by letter the operational details of the clinical experience program. SCHOOL shall provide both Student and CLINICAL FACILITY with a copy of the performance objectives for the clinical practicum and the assurance that the student is theoretically prepared for meeting those objectives.
- 18. Designate those students who are enrolled in the Medical Services Department of the SCHOOL to be assigned for clinical educational experience at the CLINICAL FACILITY, in such numbers as are mutually agreed to by the parties from time to time.
- 19. Supply the CLINICAL FACILITY with the name, biographical data, report of health status, and information about health care coverage or insurance of each student to the CLINICAL FACILITY at least two (2) weeks before the beginning date of each clinical experience program. SCHOOL shall supply any additional information required by the CLINICAL FACILITY prior to the beginning date of each clinical experience program.

- 20. Certify to CLINICAL FACILITY at the time each student first reports at CLINICAL FACILITY to participate in the clinical educational experience that said student has been informed of the requirement to comply with all agreed upon health and health insurance requirements from students in the program.
- 21. Provide instruction to students through clinical instructors employed by the SCHOOL, who shall assume full and complete responsibility for all classroom and clinical instruction of the students unless, in specific instances, other provisions are made which are mutually satisfactory to the parties. SCHOOL shall keep all attendance and academic records for all students participating in the said program. The SCHOOL shall maintain records and reports of student's clinical experience for a period of at least five (5) years.
- 22. Inform students of their responsibility to perform their duties in a professional manner and conduct themselves appropriately while at the CLINICAL FACILITY. Instruct every student to conform to all applicable CLINICAL FACILITY policies, procedures and regulations, and all requirements and restrictions specified jointly by representatives of the SCHOOL and CLINICAL FACILITY.
- 23. Designate a faculty member to be Clinical Coordinator and consult with a designee of the CLINICAL FACILITY in the planning of the program of clinical experience to be provided students of the SCHOOL, and arrange for periodic conferences between appropriate representatives of the SCHOOL and CLINICAL FACILITY to evaluate and improve the clinical educational experience program.
- 24. The parties shall arrange for evaluation of the student's performance during the clinical rotation.
- 25. Notify students that they are responsible for:
  - a. Following the CLINICAL FACILITY's administrative policies and procedures;
  - b. Providing the necessary and appropriate uniforms which shall be designated, but not provided, by the CLINICAL FACILITY;
  - c. Arranging for their own transportation and living accommodations when not provided by the CLINICAL FACILITY:
  - d. Reporting to the CLINICAL FACILITY on time and following all established rules and regulations of the CLINICAL FACILITY:
  - e. Arranging for his/her own health insurance when not provided by the SCHOOL;
  - f. Assuming responsibility for the personal illness, necessary immunizations, tuberculin test, chest x-ray and annual health examination;
  - g. Maintaining the confidentiality of any and all patient information in accordance with applicable state and federal law and regulations, including the Health Insurance Portability and Accountability Act ('HIPAA"). No student shall have access to, or have the right to, review any medical record except where necessary in the regular course of the program. The discussion, transmission or narration in any form by students of any patient information of a personal nature, medical or otherwise, obtained in the regular course of the clinical experience program is forbidden, except when specifically made a necessary part of the program.

# STUDENT RESPONSIBILTITES:

26. The student will keep a written log of procedures for which he/she is responsible. This log will be signed off on a regular basis by the Preceptor verifying student attendance hours and procedures.

- 27. The student will arrive at the Clinic on time every day for work-scheduled hours.
- 28. The student will be provided verbal and/or written feedback from Preceptor, which will also be reported to the Clinical Coordinator.
- 29. The student will be considered a learner and shall not replace clinical staff nor give services to patients, except as part of his/her educational training, and except as may be legally permissible under the applicable California law, including the Health & Safety Code and the Business & Professions Code.

# **GENERAL PROVISIONS:**

- 30. <u>Non-Exclusive Agreement</u>. The parties recognize this Agreement is non-exclusive and both SCHOOL and CLINICAL FACILITY expressly reserve the right to contract with other entities for the same or similar service.
- 31. No Student Billing for Services. The parties agree that Student shall not bill or charge any other party or entity including, without limitation, the Medicare program or any other third party payor, for clinical internship services. To the extent permitted by law, Clinical Facility shall be solely responsible for billing and collecting any applicable fees and charges from during his/her clinical internship.
- 32. <u>Nondiscrimination</u>. The parties agree that all students receiving clinical training pursuant to this Agreement shall be selected and be treated throughout their clinical experience without discrimination on account of race, color, ethnic group, national origin, ancestry, religious creed, sex, sexual preference, age, veteran's status, cancer-related medical condition, physical handicap (including AIDS) or disability.
- 33. Relationship of the Parties; Independent Contractors. It is expressly understood and mutually agreed that this Agreement is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association between the SCHOOL and the CLINICAL FACILITY, but is rather an agreement between independent contractors for the sole purpose of establishing a clinical experience component to the SCHOOL's Program of instruction. This Agreement is not intended to, and shall not be construed to, create rights or benefits of any kind or type in any third parties such as those students who participate in the clinical experience program except and unless specifically set forth herein.
- 34. No Third Party Rights. It is expressly agreed and understood by the parties to this Agreement that the students who take part in this program are in attendance at the CLINICAL FACILITY for educational purposes only. Without limiting the foregoing, no offer or obligation of permanent employment with the County or with any department or Clinical Facility of the County is intended or implied in any manner by this Agreement. SCHOOL's students are not employees of either party and this shall not become entitled, by virtue of this Agreement, to any form of employee benefits or fringe benefits whatever, including but not limited to compensation for services, employee benefits of any and all types, including workers compensation, unemployment compensation or insurance, vacation pay, sick leave,

retirement benefits, social security benefits, disability insurance benefits, or any other employee benefits, except and unless specifically set forth herein.

# 35. Insurance Requirements.

SCHOOL and CLINICAL FACILITY mutually agree that each shall provide and maintain commercial general liability insurance acceptable to both parties in the minimum amounts of \$1,000,000 per occurrence and \$3,000,000 general aggregate. Each shall be responsible for providing the other with a Certificate of Insurance evidencing the required coverage prior to the beginning of the student's participation in the supervised clinical experience.

The parties shall each further secure and maintain at all times during the term of this Agreement, at their respective sole expense, professional liability insurance covering themselves and their respective employees. Such coverage provided by SCHOOL may be afforded via commercial insurance, self-insurance, a captive, or some combination thereof at limits of at least \$1,000,000 per claim or occurrence and \$3,000,000 in the aggregate.

SCHOOL shall maintain or shall cause each STUDENT to maintain professional liability, public liability and property damage insurance in the amount of \$1 Million for any single occurrence and a minimum of \$3 Million in the aggregate during the STUDENT's supervised clinical experience. SCHOOL shall furnish or cause its STUDENTS to furnish proof of such insurance coverage prior to the beginning of the STUDENT's participation in the supervised clinical experience.

Except for ten (10) days' notice of non-payment, SCHOOL and CLINICAL FACILITY will require 30 days' written notice if the policy is canceled, non-renewed, or coverage/limits that are reduced or materially altered.

Student Automobile liability insurance, STUDENTS who drive to/from any clinical work location, must provide proof of valid California driver's license and proof of insurance.

Workers' Compensation Insurance, if SCHOOL employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$500,000 each person, \$500,000 each accident and \$500,000 each disease.

# 36. Indemnification.

SCHOOL shall indemnify, defend, and hold harmless County of Monterey, its officers, agents, and employees, from and against any and all claims by a third party and any and all liabilities and losses incurred by County on account of such claims (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) caused by SCHOOL's negligence or willful misconduct in connection with the performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. "SCHOOL's performance" includes SCHOOL's acts or omissions and the acts or omissions of SCHOOL's officers, employees, agents and subcontractors.

County of Monterey shall indemnify, defend, and hold harmless SCHOOL, its officers, agents, and employees, from and against any and all claims by a third party and any and all liabilities and losses incurred by SCHOOL on account of such claims (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) caused by County's negligence or willful misconduct in connection with the performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of SCHOOL. "County's performance" includes County's acts or omissions and the acts or omissions of County's officers, employees, agents and subcontractors.

- 37. Status of Student. SCHOOL represents that the STUDENTS enrolled in the clinical experience are in attendance for educational purposes, and such STUDENTS are not considered employees of SCHOOL or of the CLINICAL FACILITY for any purpose, including, but not limited to, compensation for services, welfare and pension benefits, or workers' compensation insurance. STUDENTS are considered members of CLINICAL FACILITY's "workforce" for purposes of HIPAA compliance.
- 38. <u>Term/Termination of Agreement.</u> This Agreement shall become effective on the date of the countersignature and shall continue for a period of five (5) years, and shall be renewable thereafter by mutual agreement of the Parties for a period mutually agreed to by them by Amendment; provided, however, that it may be terminated earlier by either party after giving the other party not less than thirty (30) days' advance written notice of its intention to so terminate. In the event of such earlier termination, any student(s) currently participating in the clinical educational experience at CLINICAL FACILITY shall be allowed to complete his/her experience at CLINICAL FACILITY unless the parties to this Agreement mutually agree otherwise.
- 39. This Agreement shall be subject to periodic review by the parties as the need may arise in order to consider any amendment, alteration or change as may be mutually agreed to in writing by the SCHOOL and the CLINICAL FACILITY. Additionally, this Agreement is not legal and binding upon either party until executed by both the SCHOOL and the CLINICAL FACILITY.
- 40. And written notice given under this Agreement shall be sent by United States mail to each address below;

# **CLINICAL FACILITY:**

Monterey County Health Dept. Clinic Services Bureau (1 original)

Attn: Ray Bullick, Director of Health 1270 Natividad Road Salinas, CA 93906

# SCHOOL:

Simmons College, Simmons Online

(1 original)

Attn: Susan Murphy 300 The Feneway, P108 Boston, MA 02115

# 41. **GENERAL CONDITIONS**

- a. The Student and Preceptor shall furnish the CLINICAL FACILITY with a copy of the current license to practice in the State of California.
- b. The Student shall furnish the CLINICAL FACILITY with evidence of current immunization and other health related information as required by the CLINICAL FACILITY.
- c. The Student shall provide the CLINICAL FACILITY with documentation of current Basic Cardiac Life Support ("BCLS") and Standard Precautions education.
- d. The parties each affirm that they do not and shall not discriminate against any employee or student on the basis of race, color, religion, age, sex, national origin, sexual orientation, or disability.
- 42. **Background Check.** The SCHOOL shall, in a timely manner, at the Student's expense conduct (or have conducted) a background check on each and every student assigned to the Program. The background check for students shall include the following:
  - a. Social Security Number Verification
  - b. Criminal Search
  - c. Employment Verification
  - d. Sex Offender Registry
  - e. Combined OIG/GAS Report
  - f. Healthcare Sanctions Registry

Should the background check disclose adverse information as to any Student, the SCHOOL shall immediately notify the CLINICAL FACILITY.

- 43. Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California.
- 44. <u>Integration/Modification</u>. This Agreement, including any exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement. This Agreement may

be amended or modified only by an instrument in writing signed by the CLINICAL FACILITY and the SCHOOL.

**IN WITNESS WHEREOF,** this Agreement has been executed by and on behalf of the parties hereto, on the dates set forth below.

SIMMONS COLLEGE	COUNTY OF MONTEREY
$\Omega$	HEALTH DEPARTMENT
Suzanne Murphy (Print Name and TMC9 President, Strategic Initiatives	By:
2/(IIIIOH2 coneda	Approved as to Legal Form:
Date: 10/13/2013	By:
	Date:
	Approve Standard Schumake  Date: By: Ayda Schumake  Date: 11-9-15
	: Jetter

Auditor-Controller
County of Monterey

# Exhibit A Nursing Program Description – Simmons College

During the Nursing Program Externship, which may include Registered Nurse and Nurse Practitioner students, provides students with on the job work experience in a clinical setting. Students may be asked to perform duties that are not part of the SCHOOL's defined training responsibilities, but that are related to the overall scope of their program. The COUNTY will work in good faith to provide the students with a successful learning experience that will contribute to their professional development.

During the clinical experience the student may perform any number of duties within the scope of practice. The following are examples, but are not limited to, the duties that students may be asked to perform, under the supervision of a Registered Nurse, Nurse Practitioner or Preceptor:

- Assist patients with their needs (eg. Communication, resources, educational materials)
- Establish effective communication with Patients/Supervising Personnel
- Collection of Data on patient's health history for use during team huddle or preparation for patient visit
- Provide assistance for screening exams (i.e. vital signs)
- Check results of health screening tests
- Demonstrate correct sterile technique
- Administer immunizations and other injections
- Assist with patient teaching of proper use of medication
- Provide explanation of procedures to patients and verify consents have been understood and signed
- Recognize and document signs and symptoms of patients health problems
- Assist in identifying patient diagnosis
- Assist with patient referrals

For the Nurse Practitioner Program, the student may perform any number of duties within the scope of practice, including but not limited to, items listed above; under the supervision of a Nurse Practitioner and/or Preceptor. Nurse Practitioner students will also be expected to do the following during their program:

- Work with a board-certified Nurse Practitioner, Physician or Physician Assistant with at least 2 years of experience for a mutually agreed upon amount of hours during the program. The mutual agreement will be between the SCHOOL and CLINICAL FACILITY.
- Demonstrate and apply health assessment skills necessary for implementation of the role of the Family Nurse Practitioner in primary care.
- Engage in hands-on care with patients throughout the lifespan.

Please Note: Skills Performed in the clinical experience component of the Nursing Program depend on the department, specialty, and medical facility.

COUNTY staff will at no time serve as the primary instructor for Students in the Externship Program. Rather, the SCHOOL shall provide trained instructors who will be responsible for assuring that the students complete the program requirements designated by the SCHOOL. The SCHOOL's instructors will be responsible for monitoring student progress.

Nursing Externship students will be expected to work with clinic staff in order to gain the experience necessary to fulfill their program requirements. Students must demonstrate good attendance, appearance, work habits, time management, patient relations and confidentiality.

SCHOOL staff will provide the County with at least 2 weeks' notice prior to the start of a student externship and the COUNTY will not guarantee the placement of every student referred.

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/06/2015

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(les) must 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 USI Insurance Services LLC	CONTACT NAME: PHONE (A/C, No, Ext): 855 874-0123 FAX (A/C, No): 781-376-5035				
12 Gill Street Suite 5500 Woburn, MA 01801	(A/C, No, Ext): 933 074-0123 (A/G, No): 701-370 E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE				
855 874-0123	INSURER A: United Educators Ins, Recip Ris	10020			
INSURED	INSURER B: Massachusetts Bay Insurance Com	22306			
Simmons College	INSURER C: Philadelphia Insurance Company	23850			
300 The Fenway	INSURER D :				
Boston, MA 02115-5820	INSURER E :				
	INSURER F:				
COVERA CEC CERTIFICATE NUMBER.	DEVISION NUMBER.				

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E	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		WDN899132104	01/20/2015	01/20/2016	X PER OTH-	
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	OFFICER/MEMBER EXCLUDED?  (Mandatory in NH)	N/A	""			E,L, DISEASE - EA EMPLOYEE	\$500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E,L, DISÉASE - POLICY LIMIT	\$500,000
A	Professional Liab		LPD201500066200	10/15/2015	10/15/2016	Each Claim \$1,000.0	000

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

General Liability coverage is provided on an occurrence basis and Professional Liability coverage is provided on a claims-made basis including a 1 year extended reporting period. Coverage extends to students enrolled in covered academic courses under the General Liability policy and to students in a Professional Internship Program under the Professional Liability policy. Coverage under the Professional Liability (See Attached Descriptions)

CERTIFICATE HOLDER	CANCELLATION
County of Monterey DBA Seaside Family Health Center 1270 Natividad Road	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
Salinas, CA 93906	AUTHORIZED REPRESENTATIVE
	En. Buld January

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Aggregate \$3,000,000

	DESCRIPTIONS (Co						
policy extends to any affiliate institution to whom the Named insured is obligated by written agreement to add as Additionally Insured. Coverage applies only when there exists a written agreement between the Jniversity and the affiliate institution, which is executed prior to an Occurrence or Wrongful Act given ise to a claim for a covered loss.							
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