

**Amendment No. 4
To
Physician Services Agreement
By and between
County of Monterey and Lucile Salter Packard Children's Hospital at Stanford.**

This Amendment No. 4 is made and entered into, by and between the County of Monterey, a political subdivision of the State of California, on behalf of its Health Department, hereinafter referred to as "County", and Lucile Salter Packard Children's Hospital at Stanford, hereinafter referred to as "LPCH".

RECITALS:

WHEREAS, the County and LPCH have heretofore entered into a Physician Services Agreement ("Agreement") to provide physician specialty services in Obstetrics and Gynecology with a term of October 1, 2008 to September 30, 2011; and

WHEREAS, on or about September 28, 2011, the County and LPCH entered into an executed Amendment No. 1 to extend the term of the Agreement for one (1) additional year for a new Agreement amount not to exceed Four Hundred Eighty Thousand (\$480,000) dollars for the period of October 1, 2008 to September 30, 2012; and

WHEREAS, on or about September 26, 2012, the County and LPCH, entered into an executed Amendment No. 2 to extend the term of the Agreement for one (1) additional year for a new Agreement amount not to exceed Six Hundred Thousand (\$600,000) dollars for the period of October 1, 2008 to September 30, 2013; and

WHEREAS, on or about October 1, 2013, the County and LPCH, entered into an executed Amendment No. 3 to extend the term of the Agreement for one (1) additional year for a new Agreement amount not to exceed Seven Hundred Twenty Thousand (\$720,000) dollars for the period of October 1, 2008 to September 30, 2014; and

WHEREAS, the County and LPCH desire to extend the term of the Agreement and increase the maximum compensation as set forth herein.

NOW THEREFORE, in consideration of the mutual agreements and covenants contained therein and for other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, it is mutually agreed and covenanted by and between the County and LPCH as follows:

1. Term. Section 10(a) of the Agreement is hereby amended by extending the term of the Agreement for two (2) additional years, expiring September 30, 2016.
2. Compensation. As set forth in Exhibit C to the Agreement, the parties hereto acknowledge and agree that County will pay LPCH at the rate of Ten Thousand Dollars (\$10,000) per month for services provided by Physicians at the Clinic during the term of this Agreement.


3. Agreement in Effect. Except as provided herein, all remaining terms, conditions and provisions of the Agreement are unchanged and unaffected by this Amendment No. 4 and shall continue in full force and effect.
4. A Copy of this Amendment No. 4 shall be attached to the Agreement.
5. Effective Date. The effective date of this Amendment No. 4 is October 1, 2014.
6. Counterparts. This Amendment No. 4 may be executed in counterparts, any of which need not contain the signature of more than one party, but all of which taken together shall be one and the same agreement.

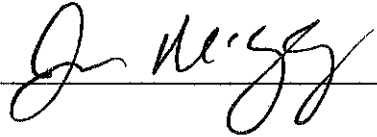
[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 4 as of the date set forth below their respective signatures.

COUNTY OF MONTEREY

LPCH

By: _____ 

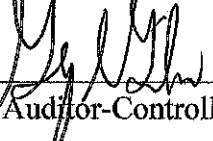
By: _____ 

Date: _____
Ray Bullick, Director of Health
Department of Health

Name: James McCaughey
Title: Chief Strategy Officer


Approved as to Fiscal Provisions:

Date: 8-11-2014

By: _____ 
Gary Giboney, Auditor-Controller

Acknowledged and Agreed:

Date: 8-25-14

By: _____ 

Approved as to Legal Form:

Name: Jonathan S. Berek, M.D.
Title: Chair, Dept. of Obstetrics & Gynecology


By: _____ 
Stacy L. Saetta, Deputy County Counsel

Date: 8/12/14

Date: 8/21/14

Approved as to Liability Provisions:

AMENDMENT
COUNTY OF MONTEREY
APPROVED AS TO INDEMNITY/
INSURANCE LANGUAGE
By: _____
Steve Mauck, Risk Management

By: _____ 
Date: 8-22-14

CERTIFICATE OF LIABILITY COVERAGE

Issue Date
9/4/2013

ADMINISTRATOR
Aon Insurance Managers (Bermuda) Ltd.
30 Woodbourne Avenue
Pembroke, HM 08, Bermuda,

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE COVERAGE DOCUMENTS BELOW.

COVERAGE PROVIDER

SUMIT INSURANCE COMPANY LTD. (SUMIT)

COVERED PARTY
Stanford Hospital and Clinics &
Lucille Packard Children's Hospital
c/o Risk Management, MC 5713
1520 Page Mill Road, First Floor
Palo Alto CA 94304

THE POLICIES LISTED BELOW HAVE BEEN ISSUED TO THE ENTITY 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 COVERAGE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS AND CONDITIONS OF SUCH COVERAGE POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF COVERAGE	POLICY NUMBER	EFFECTIVE	EXPIRATION	COVERAGE LIMITS	
LIABILITY COVERAGES					
<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence <input type="checkbox"/>	1-M0101-00-2013	9/1/2013	9/1/2014	GENERAL LIABILITY	
				Each Occurrence \$	1,000,000
				General Aggregate \$	3,000,000
<input checked="" type="checkbox"/> PROFESSIONAL LIABILITY <input checked="" type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence <input type="checkbox"/>	1-M0101-00-2013	9/1/2013	9/1/2014	PROFESSIONAL LIABILITY	
				Each Occurrence \$	1,000,000
				Aggregate \$	3,000,000
OTHER COVERAGES					


DESCRIPTION OF OPERATIONS / LOCATIONS / RESTRICTIONS / SPECIAL PROVISIONS:
 Re: Contract - County of Monterey and Lucille Salter Packard Children's Hospital for Perinatal Services (Physician Services Agreement)
 The County of Monterey, its officers, agents and employees are named as additional insureds.
 Period: October 1, 2008 to October 1, 2013
 New Contract Date Period: October 1, 2013 to September 30, 2014

CERTIFICATE HOLDER

 Contract Diane Galezzo

 County of Monterey
 Attn: Ray Buffick, Director of Health
 1270 Natividad Road
 Salinas CA 93906

CANCELLATION
 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, SUMIT WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THIS ENTITY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

 AIM (Bermuda) As Manager



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/05/2013

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 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 MARSH RISK & INSURANCE SERVICES 345 CALIFORNIA STREET, SUITE 1300 CALIFORNIA LICENSE NO. 0437163 SAN FRANCISCO, CA 94104		CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL: ADDRESS:	
026193*LSJU-WELL-13-14		INSURER(S) AFFORDING COVERAGE	
INSURED BOARD OF TRUSTEES OF THE LELAND STANFORD JUNIOR UNIVERSITY, ET AL C/O RISK MANAGEMENT DEPARTMENT 215 PANAMA STREET, BLDG D JUNIPER MODULAR STANFORD, CA 94305		INSURER A: United Educators Ins Risk Ret. Grp.	NAIC # 10020
		INSURER B: American Zurich Insurance Co.	40142
		INSURER C: N/A	N/A
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** SEA-002428680-29 **REVISION NUMBER:** 11

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 SUBR INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			SELF INSURED RETENTION (SIR) \$2,000,000 EACH OCCURRENCE			EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			QUALIFIED SELF-INSURED AUTO FOR THE STATE OF CA ONLY SIR \$1,000,000			COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			GLX201300105900	09/01/2013	09/01/2014	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
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	WCB29845213 (DEDUCTIBLE) WCB29827310 (RETRO)	09/01/2013 09/01/2013	09/01/2014 09/01/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 RE: COUNTY OF MONTEREY AND LUCILLE SALTER PACKARD CHILDREN'S HOSPITAL FOR PERINATAL SERVICES
 CONTRACT PERIOD: OCTOBER 1, 2013 TO SEPTEMBER 30, 2014
 THE COUNTY OF MONTEREY, ITS OFFICERS, AGENTS AND EMPLOYEES ARE ADDITIONAL INSURED UNDER THE UMBRELLA LIABILITY POLICY WHERE REQUIRED BY WRITTEN CONTRACT. THE UMBRELLA LIABILITY POLICY APPLIES IN EXCESS OF THE UNDERLYING GENERAL LIABILITY SELF-INSURED RETENTION.

CERTIFICATE HOLDER COUNTY OF MONTEREY ATTN: RAY BULLICK, DIRECTOR OF HEALTH 1270 NATIMDAD ROAD SALINAS, CA 93906	CANCELLATION 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 of Marsh Risk & Insurance Services Lee Warburton <i>Lee Warburton</i>
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/03/2013



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 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 #0E77964 1-415-365-8000 Integro Insurance Brokers One California Street 4th Floor San Francisco, CA 94111	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A: SAFETY NATL CAS CORP</td> <td>15105</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: SAFETY NATL CAS CORP	15105	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: SAFETY NATL CAS CORP	15105														
INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															
INSURED Stanford Hospital & Clinics and Lucille Salter Packard Children's Hospital at Stanford c/o Risk Management - MC 5713 1520 Page Mill Rd., 1st Floor Palo Alto, CA 94304															

COVERAGES **CERTIFICATE NUMBER: 35560875** **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	ADDC INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOG						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/POP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			LDM4049541	09/01/13	09/01/14	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Evidence of Insurance.

CERTIFICATE HOLDER County of Monterey 1270 Matividad Rd. Salinas, CA 93906 USA	CANCELLATION 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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SUMIT Insurance Company, Ltd
c/o Aon Insurance Managers Ltd
Aon House, 30 Woodbourne Ave.
P.O. Box HM 2450
Hamilton, Bermuda HM JX

Endorsement No. 3

Additional Insured Endorsement

Policy No.: 1-M0101-00-2013

First Named Insured: *Stanford Hospital and Clinics; The Risk Authority ("TRA"), formerly Stanford University Medical Network Risk Authority ("SRA"), formerly Stanford Hospital & Clinics Risk Consulting ("SRC"); Lucile Salter Packard Children's Hospital at Stanford; The Board of Trustees of the Leland Stanford Junior University for its School of Medicine (hereinafter called "Stanford School of Medicine and Blood Bank"); Stanford PET-CT, LLC and SUMIT Holding International, LLC; University Healthcare Alliance; and CareCounsel, LLC.*

Effective: September 1, 2013

This endorsement modifies insurance provided under the following:

~~COMPREHENSIVE GENERAL LIABILITY COVERAGE PART A~~

SCHEDULE

Name of Person(s) or Organization(s):

County of Monterey, its officers, agents and employees
1240 Natividad Road
Salinas, CA 93906

NAMED INSURED (Section I) is amended to include as an insured the person(s) or organization(s) shown in the Schedule, but only in respects to liability arising out of the operations of the names insured.

COMPREHENSIVE GENERAL LIABILITY CONDITIONS (Section II) is amended to include the following:

Insurance provided hereunder is primary insurance to any insurance or self insurance maintained by the Additional Insureds, and the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the Named Insured.

All other terms and conditions of this policy are not changed.

Authorized Representative: *P. Shadrin*

MARSH

Lynn Helmerle
Client Representative
Marsh Risk & Insurance Services
345 California Street, Suite 1300
San Francisco, CA 94104-2879
California Insurance License #0437153
+1 415 743 8000
lynn.helmerle@marsh.com
www.marsh.com

January 23, 2013

Subject: Additional Insured

To Whom It May Concern:

It is our understanding that you have made a request for an additional insured endorsement naming your organization as an additional insured. The liability insurer for Stanford University automatically includes any person or organization as an additional insured if there is a requirement to do so in a written contract in force between Stanford University and that person or organization. This wording is found within the Excess Liability coverage form that is contained within Stanford University's insurance policy.

Attached is an excerpt of the coverage form that contains this automatic grant of additional insured status for your review. We trust that upon review of this wording you will agree that a custom endorsement naming your organization is not required as the policy automatically grants your organization additional insured status if required by written contract.

Sincerely,

Lynn Helmerle
Client Representative

- d. any not-for-profit entity acquired or formed by or merged with an **Included Entity** during the **Policy Period** provided that
- (1) the value of the sum of all assets (including, but not limited to, real estate, securities, assumed indebtedness and other consideration) expended, assumed or exchanged for any such acquisition, formation or merger does not exceed 5% of the total assets of the **Educational Organization** and its consolidated subsidiaries and affiliates as most recently reported to us for rating purposes prior to such **Policy Period**;
 - (2) the combined or consolidated operations and the acquired, formed or merged entity are not materially different from those of the **Included Entity** prior to the acquisition, formation or merger;
 - (3) coverage with respect to that newly formed, acquired or merged entity will begin on the date of acquisition, formation or merger, and there is no coverage for any entity acquired by or merged into the **Included Entity** or for any person with respect to that entity for **Occurrences** happening prior to the date of acquisition or merger; and
- e. In addition to coverage provided in Item d. listed above, any newly formed, acquired or merged affiliates of the **Educational Organization**, shall be added as **Included Entities** to this Policy as of the effective date of their formation, incorporation or acquisition by the **Educational Organization**, provided
- (1) they are reported to us within sixty (60) days of the date of their formation, incorporation or acquisition by the **Educational Organization** and
 - (2) are subsequently accepted for coverage by us and named on the Policy.

Included Entity's Products means goods or products manufactured, sold, tested, handled, or distributed by an **Included Entity** or others trading under its name or materials that were the subject of completed or abandoned operations of the **Included Entity**.

Insured means:

- a. the **Included Entities**;
- b. any past, present or future trustees, governing board directors or **Officers** of an **Included Entity** while acting within the scope of their duties on behalf of that **Included Entity**; the estates, heirs, legal representatives or assigns of deceased, incompetent, insolvent or bankrupt trustees, governing board directors, or **Officers**; and spouses or domestic partners of governing board directors or trustees to the extent they are involved in **Claims** solely because of their status as spouses or domestic partners;
- c. at the option of the **Educational Organization**, any
 - (1) past, present and future employee, member of the faculty, student teacher, or teaching assistant of an **Included Entity**;
 - (2) member of a committee, including an Institutional Review Board (as recognized by the U.S. Food and Drug Administration and U.S. Department of Health and Human Services) of an **Included Entity**, or a representative to an education association of which the **Educational Organization** is a member;
 - (3) uncompensated volunteer worker performing services on behalf and with the express direction and authority of an **Included Entity**;
 - (4) student of an **Educational Organization** while serving in a supervised internship program in satisfaction of course requirements; or
 - (5) student of an **Educational Organization** while acting at the direction of, complying with policies and procedures governing conduct at, or performing services primarily for or on behalf of, the **Educational Organization**;
 but only while acting within the scope of their duties or obligations in their respective capacities to an **Included Entity** as described in clause a. or b. above, and coverage for these individuals is subject always to all other terms and conditions of this Policy;
- d. any person legally responsible for the use of an **Automobile** owned, rented, leased, borrowed, hired or used by an **Included Entity** with its express permission; but **Insured** under this Paragraph d. does not include:

- (1) any person or organization's (other than an **Included Entity's**) agent or employee, operating an **Automobile** repair shop, public garage, sales agency, service station, or public parking place, with respect to any **Occurrence** arising out of the operation thereof; or
- (2) the owner or any permissive user of the owner of an **Automobile** that is not owned by an **Included Entity**; however, at the request of the **Educational Organization**, we will deem as an **Insured**
 - (i) an employee of an **Included Entity** for liability arising out of the use of his or her personal **Automobile** in the business of that **Included Entity** on behalf of and with the express permission of that **Included Entity**; or
 - (ii) any person who rents or leases **Automobiles** on behalf of and with the express permission of the **Included Entity**, but only while acting within the scope of their duties or obligations in the respective capacities to an **Included Entity**;
- e. except with respect to the use or operation of an **Automobile**, any person or organization to whom any **Included Entity** is obligated by virtue of a contract or agreement to provide liability insurance such as is afforded by this Policy, but only
 - (1) to the extent of such obligation;
 - (2) for operations (other than commercial insurance operations) by or on behalf of that **Included Entity** or operation of facilities of that **Included Entity** or use of facilities by that **Included Entity**; and
 - (3) if the contract or agreement is made prior to a covered **Occurrence**; and
- f. **Automobile** dealerships and leasing corporations that own **Automobiles** which are leased or loaned to an **Included Entity** but only for liability arising out of the activities of the **Included Entity's** employees.

Limit of Liability means the maximum amounts that are provided by this Policy to pay **Damages**, respectively, for each **Occurrence** and, where applicable, in the aggregate for all **Occurrences** during the **Policy Period** as stated in Items 2(a) and (b) of the **Declarations**.

Medical Services means any acts that may be legally performed only by a physician, nurse or other licensed medical professional within the scope of his/her medical license, regardless of whether the person is licensed or not. However, the application of **First Aid** shall not be considered **Medical Services**.

Model aircraft means a non-human carrying device capable of sustained flight in the atmosphere which has a flight weight of 100 pounds or less (flight weight includes the weight of the aircraft itself, fuel and other fluids, and all payload) used for research and/or educational purposes; but, model aircraft does not include any rocket or missile.

Non-Flight Curriculum-Related Instruction includes the assembly, maintenance, service, ownership, use or operation of owned aircraft not used in flight, but instead solely for maintenance or service as part of **Non-Flight Curriculum-Related Instruction**; however **Non-Flight Curriculum-Related Instruction** does not include:

- (i) the flying of any aircraft,
- (ii) the time commencing with the take-off run or landing run of any aircraft or
- (iii) the assembly, maintenance, service, ownership, use or operation of any aircraft actually used in flight.

Occurrence means:

- a. an accident during the **Policy Period** or the continuous, intermittent or repeated exposure to conditions that commence during the **Policy Period** that causes **Bodily Injury** or **Property Damage** neither expected nor intended by the **Insured**; or
- b. an event that first occurs during the **Policy Period** that causes **Personal Injury** or **Advertising Injury**.