File ID A 14-218 No. 13

Monterey County

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.5066

Board Order

Agreement No.: A-11332

Upon motion of Supervisor Parker, seconded by Supervisor Salinas and carried by those members present, the Board of Supervisors hereby:

a. Approved and authorized the Director of Health to sign Amendment No. 4 to the Physician Services Agreement with Lucile Salter Packard Children's Hospital at Stanford University for perinatology services, extending the term two (2) additional years to September 30, 2016, and increasing the amount by $240,000, for a revised total contract amount not to exceed $960,000; and
b. Authorized the Director of Health to sign up to three (3) future amendments to this Agreement where the amendments do not exceed 10% of the annual amount and do not significantly change the scope of work.

PASSED AND ADOPTED on this 23rd day of September 2014, by the following vote, to wit:

AYES: Supervisors Armenta, Calcagno, Salinas, Parker and Potter
NOES: None
ABSENT: None

I, Gail T. Borkowski, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 77 for the meeting on September 23, 2014.

Dated: September 23, 2014
File Number: A 14-218

Gail T. Borkowski, Clerk of the Board of Supervisors
County of Monterey, State of California

By Denise Hancock
Deputy

TITLE:
a. Approve and Authorize the Director of Health to sign Amendment No. 4 to the Physician Services Agreement with Lucile Salter Packard Children's Hospital at Stanford University for perinatology services, extending the term two (2) additional years to September 30, 2016, and increasing the amount by $240,000, for a revised total contract amount not to exceed $960,000; and
b. Authorize the Director of Health to sign up to three (3) future amendments to this Agreement where the amendments do not exceed 10% of the annual amount and do not significantly change the scope of work.

RECOMMENDATION:
It is recommended that the Board of Supervisors:
a. Approve and Authorize the Director of Health to sign Amendment No. 4 to the Physician Services Agreement with Lucile Salter Packard Children's Hospital at Stanford University for perinatology services, extending the term two (2) additional years to September 30, 2016, and increasing the amount by $240,000, for a revised total contract amount not to exceed $960,000; and
b. Authorize the Director of Health to sign up to three (3) future amendments to this Agreement where the amendments do not exceed 10% of the annual amount and do not significantly change the scope of work.

SUMMARY/DISCUSSION:
The County of Monterey entered into a Physician Services Agreement with Lucile Salter Packard Children's Hospital at Stanford University ("LPCH") effective October 1, 2008 for the purpose of providing perinatology specialty care medical services for high risk obstetrical patients. Since 2011, the Agreement has been revised annually through Amendments No. 1, No. 2 and No. 3 to extend the term and increase the amount by $120,000 annually for the delivery of physician services. Amendment No. 4 extends the term of the Agreement two additional years to September 30, 2016 and increases the amount by $240,000. The high quality specialty services LPCH provides in clinic, helps alleviate the patient from having to drive out of county for these services and has improved clinical care and outcomes with the patient population.

This amendment supports the Monterey County Health Department 2011-2015 Strategic Plan initiatives: 2) Enhance community health and safety by emphasizing prevention; and 3) Ensure access to culturally and linguistically appropriate, customer-friendly, quality health services. It also supports one or more of the ten essential public health services, specifically: 3) Inform, educate and empower people about health issues; and 7) Link people to needed personal health services and assure the provision of health care when otherwise unavailable.

OTHER AGENCY INVOLVEMENT:
County Counsel and the Auditor-Controller have approved Amendment No. 4 as to Legal Form and Fiscal Provisions. A copy of Amendment No. 4 to the Physician Services Agreement is on file with the Clerk of the Board.

FINANCING:
This Amendment is funded by Fee For Service revenues and included in the Fiscal Year 2014-15 recommended budget. There is no increase in General Fund Contribution.

Prepared By: Sheena Morales, Management Analyst, 1393
Approved By: Ray Bullick, Director of Health, 4526

Attachments: Amendment No. 4 to the Physician Services Agreement is on file with the Clerk of the Board

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

By: _____

Date: _____

Ray Bullick, Director of Health
Department of Health

Approved as to Fiscal Provisions:

By: _____

Gary Giboney, Auditor-Controller

Date: 8-25-14

Approved as to Legal Form:

By: _____

Stacy L. Saetta, Deputy County Counsel

Date: 8/21/14

Approved as to Liability Provisions:

RISK MANAGEMENT
COUNTY OF MONTEREY
APPROVED AS TO INDEMNITY/
INSURANCE LANGUAGE

By: _____

Steve Mauck, Risk Management

By: Lydia Schumaker

Date: 8-22-14

LPCH

By: _____

Name: James McCaughey

Title: Chief Strategy Officer

Date: 8-11-2014

Acknowledged and Agreed:

By: _____

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

Date: 8/12/14

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 DOUMENTS BELOW.

COVERAGE PROVIDER

SUMIT INSURANCE COMPANY LTD. (SUMIT)

COVERED PARTY

Stanford Hospital and Clinics &
Lucile 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					
[✓] GENERAL LIABILITY [✓] Claims Made [ ] Occurrence [ ]	1-M0101-00-2013	9/1/2013	9/1/2014	GENERAL LIABILITY Each Occurrence $ General Aggregate $	 1,000,000 3,000,000
[✓] PROFESSIONAL LIABILITY [✓] Claims Made [ ] Occurrence [ ]	1-M0101-00-2013	9/1/2013	9/1/2014	PROFESSIONAL LIABILITY Each Occurrence $ Aggregate $	 1,000,000 3,000,000
OTHER COVERAGES					

DESCRIPTION OF OPERATIONS / LOCATIONS / RESTRICTIONS / SPECIAL PROVISIONS:

Re: Contract - County of Monterey and Lucile 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 Galazzo

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

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED 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

P. Shadden

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. 0437153 SAN FRANCISCO, CA 94104 026193-*LSJU-wELL-13-14	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
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(S) AFFORDING COVERAGE — NAIC # INSURER A : United Educators Ins Risk Ret. Grp. — 10020 INSURER B : American Zurich Insurance Co. — 40142 INSURER C : N/A — N/A INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** SEA-002426680-29 **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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	X COMMERCIAL GENERAL LIABILITY			SELF INSURED RETENTION (SIR)			DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	CLAIMS-MADE X OCCUR			$2,000,000 EACH OCCURRENCE			MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$
	POLICY PRO-JECT LOC							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO			QUALIFIED SELF-INSURED AUTO			BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS			FOR THE STATE OF CA ONLY			BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS			SIR $1,000,000			PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			GLX201300105900	09/01/2013	09/01/2014	EACH OCCURRENCE	$ 1,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 1,000,000
	DED RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC829845213 (DEDUCTIBLE)	09/01/2013	09/01/2014	X WC STATU-TORY LIMITS OTH-ER	
B	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: N (Mandatory in NH)	N/A		WC829827310 (RETRO)	09/01/2013	09/01/2014	E.L. EACH ACCIDENT	$ 2,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						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 INSUREDS 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 NATIVIDAD 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

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P5260028001

20130903341

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:
INSURED Stanford Hospital & Clinics and Lucile Salter Packard Children's Hospital at Stanford c/o Risk Management - MC 5713 1520 Page Mill Rd., 1st Floor Palo Alto , CA 94304	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: SAFETY NATL CAS CORP — 15105 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

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	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	☐ CLAIMS-MADE ☐ OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$
	☐ POLICY ☐ PRO-JECT ☐ LOC							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ☐ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			LDM4049541	09/01/13	09/01/14	X WC STATU-TORY LIMITS ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N/A (Mandatory in NH)						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						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 Natividad 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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ENV 19910 2 OF 2 F

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. Shaudin

MARSH

Lynn Helmerle
Client Representative
Marsh Risk & Insurance Services
345 California Street, Suite 1300
San Francisco, CA 94104-2679
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.**