

FIELD PLACEMENT
AFFILIATION AGREEMENT
34310

THIS FIELD PLACEMENT AFFILIATION AGREEMENT ("Agreement") is made and entered, in duplicate, as of July 1, 2016, for reference purposes only, pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting on March 12, 2013, by and between WESTERN GOVERNORS UNIVERSITY, with a place of business at 4001 South 700, East Suite 700, Salt Lake City, Utah 84107 ("University"), and the CITY OF LONG BEACH, a municipal corporation ("City"), through its DEPARTMENT OF HEALTH AND HUMAN SERVICES.

WHEREAS, University requires its students to have clinical and/or fieldwork experience; and

WHEREAS, City is willing to permit access to its facilities and services for the education and experience of said students, under the circumstances herein defined; and

WHEREAS, it is to the mutual benefit of the parties hereto that students of the University expand and gain first-hand knowledge in working in a public health setting;

NOW, THEREFORE, in consideration of the mutual terms, covenants, and conditions in this Agreement, the parties hereto agree as follows:

1. **CITY SHALL:**

A. Provide facilities, staff, materials and other resources necessary to enhance the learning experiences of students designated by the University. The experience for each student shall cover such period of time as shall be specified by the University.

B. Permit designated students and staff of University to use all services of the City as set forth herein. The level of services and the number of students involved shall be determined by mutual agreement between the parties.

C. Identify City employees to serve as preceptors to the students.

The final selection of the preceptors shall be made by mutual consent between the

OFFICE OF THE CITY ATTORNEY
CHARLES PARKIN, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

1 City and the University's representative. The preceptors shall serve on a volunteer
2 basis.

3 2. UNIVERSITY SHALL:

4 A. Designate the students who are enrolled in the Nursing
5 Program of the University to be assigned to the City.

6 B. Be responsible for all instruction and evaluation of student
7 performance required to meet the course objectives given at the City to the students
8 so designated.

9 C. Be responsible for keeping all attendance and academic
10 records of the students.

11 D. Provide guidance to students in their internship activities,
12 through an individualized Learning Contract, which specifies learning activities to
13 take place within the City facilities.

14 E. Agree that the students and instructors shall be subject to the
15 requirements and restrictions as mutually specified by representatives of the
16 University and the City, and subject to the City's rules and regulations governing
17 conduct.

18 F. Prior to the student's participation in the Program, obtain from
19 each student and volunteer, and deliver to City, a completed and fully executed
20 Release and Waiver of All Liability and Assumption of Risk Agreement (form
21 attached hereto as Exhibit "A"), holding harmless and releasing the City, its Boards,
22 Commissions, and their officials, employees and agents, from any and all damages
23 or injuries which may occur during the student's or volunteer's performance.

24 3. HIPAA COMPLIANCE. All parties shall abide by the Health Insurance
25 Portability and Accountability Act (HIPAA) of 1996 Privacy Rule, which provides for
26 comprehensive Federal protection for the privacy of personal health information.

27 4. TERM. The term of this Agreement shall commence at midnight on
28 July 1, 2016, and shall terminate at 11:59 p.m. on June 30, 2018, unless sooner terminated

1 as provided in this Agreement. This Agreement may be terminated by either party after
2 giving the other party thirty (30) days advanced written notice of the intention to so
3 terminate; provided further, however, that any such termination by the City shall not be
4 effective against any student who at the date of mailing of said notice by the City was
5 participating in said Program until such student has completed the Program for the then
6 current academic year.

7 5. VOLUNTEER STATUS. While in the performance of this Agreement,
8 the students shall serve as volunteers without compensation and are not to be considered
9 officers, employees, representatives or agents of either University or the City, for workers'
10 compensation benefits or any other purposes.

11 6. INSURANCE.

12 A. As a condition precedent to the effectiveness of this
13 Agreement, University shall procure and maintain, at University's expense for the
14 duration of this Agreement, from insurance companies that are admitted to write
15 insurance in California and have ratings of or equivalent to A:V by A.M. Best
16 Company or from authorized non-admitted insurance companies subject to Section
17 1763 of the California Insurance Code and that have ratings of or equivalent to A:VIII
18 by A.M. Best Company, the following insurance:

19 (a) Commercial general liability insurance (equivalent in scope to
20 ISO form CG 00 01 11 85 or CG 00 01 10 93) in an amount not less than
21 \$1,000,000 per each occurrence and \$2,000,000 general aggregate. This
22 coverage shall include but not be limited to broad form contractual liability,
23 cross liability, independent contractors liability, and products and completed
24 operations liability. City, its boards and commissions, and their officials,
25 employees and agents shall be named as additional insureds by
26 endorsement (on City's endorsement form or on an endorsement equivalent
27 in scope to ISO form CG 20 26 11 85), and this insurance shall contain no
28 special limitations on the scope of protection given to City, its boards and

1 commissions, and their officials, employees and agents. This policy shall
2 be endorsed to state that the insurer waives its right of subrogation against
3 City, its boards and commissions, and their officials, employees and agents.

4 (b) Workers' Compensation insurance as required by the California
5 Labor Code and employer's liability insurance in an amount not less than
6 \$1,000,000. This policy shall be endorsed to state that the insurer waives
7 its right of subrogation against City, its boards and commissions, and their
8 officials, employees and agents.

9 (c) Professional liability or errors and omissions insurance in an
10 amount not less than \$1,000,000 per claim.

11 (d) Commercial automobile liability insurance (equivalent in scope
12 to ISO form CA 00 01 06 92), covering Auto Symbol 1 (Any Auto) in an
13 amount not less than \$500,000 combined single limit per accident.

14 B. Any self-insurance program, self-insured retention, or
15 deductible must be separately approved in writing by City's Risk Manager or
16 designee and shall protect City, its officials, employees and agents in the same
17 manner and to the same extent as they would have been protected had the policy
18 or policies not contained retention or deductible provisions.

19 C. Each insurance policy shall be endorsed to state that coverage
20 shall not be reduced, non-renewed or canceled except after thirty (30) days prior
21 written notice to City, shall be primary and not contributing to any other insurance
22 or self-insurance maintained by City, and shall be endorsed to state that coverage
23 maintained by City shall be excess to and shall not contribute to insurance or self-
24 insurance maintained by University. University shall notify City in writing within five
25 (5) days after any insurance has been voided by the insurer or cancelled by the
26 insured.

27 D. If this coverage is written on a "claims made" basis, it must
28 provide for an extended reporting period of not less than one hundred eighty (180)

1 days, commencing on the date this Agreement expires or is terminated, unless
2 University guarantees that University will provide to City evidence of uninterrupted,
3 continuing coverage for a period of not less than three (3) years, commencing on
4 the date this Agreement expires or is terminated.

5 E. University shall require that all students that University uses in
6 the performance of these services maintain insurance in compliance with this
7 Section unless otherwise agreed in writing by City's Risk Manager or designee.

8 F. Prior to the start of performance, University shall deliver to City
9 certificates of insurance and the endorsements for approval as to sufficiency and
10 form. In addition, University shall, within thirty (30) days prior to expiration of the
11 insurance, furnish to City certificates of insurance and endorsements evidencing
12 renewal of the insurance. City reserves the right to require complete certified copies
13 of all policies of University, at any time. University shall make available to City's
14 Risk Manager or designee all books, records and other information relating to this
15 insurance, during normal business hours.

16 G. Any modification or waiver of these insurance requirements
17 shall only be made with the approval of City's Risk Manager or designee. Not more
18 frequently than once a year, City's Risk Manager or designee may require that
19 University and its students change the amount, scope or types of coverages
20 required in this Section if, in his or her sole opinion, the amount, scope or types of
21 coverages are not adequate.

22 H. The procuring or existence of insurance shall not be construed
23 or deemed as a limitation on liability relating to University's performance or as full
24 performance of or compliance with the indemnification provisions of this Agreement.

25 7. AMENDMENT. This Agreement, including all Exhibits, if any, shall not
26 be amended, nor any provision or breach waived, except in writing signed by the parties
27 which expressly refers to this Agreement.

28 8. LAW.

1 A. This Agreement shall be governed by and construed pursuant
2 to the laws of the State of California (except those provisions of California law
3 pertaining to conflicts of laws). University shall comply with all laws, ordinances,
4 rules and regulations of and obtain all permits, licenses and certificates required by
5 all federal, state and local governmental authorities. Jurisdiction of any litigation
6 arising from the Agreement will be in Los Angeles County, California.

7 B. If any part of this Agreement is found to be in conflict with
8 applicable laws, that part will be inoperative, null and void insofar as it is in conflict
9 with any applicable laws, but the remainder of the Agreement will remain in full force
10 and effect.

11 9. **ENTIRE AGREEMENT.** This Agreement, including all Exhibits, if any,
12 constitutes the entire understanding between the parties and supersedes all other
13 agreements, oral or written, with respect to the subject matter in this Agreement.

14 10. **INDEMNITY.** University shall, with respect to services performed in
15 connection with this Agreement, indemnify and hold harmless the City, its Boards,
16 Commissions, and their officials, employees and agents (collectively in this Section, "City")
17 from and against any and all liability, claims, allegations, demands, damage, loss, causes
18 of action, proceedings, penalties, costs and expenses (including attorney's fees, court
19 costs, and expert and witness fees) (collectively "Claims" or individually "Claim") arising,
20 directly or indirectly, in whole or in part, out of any negligent act or omission of University,
21 its officers, employees, agents, students or anyone under University's control (collectively
22 "Indemnitor"), breach of this Agreement by Indemnitor, misrepresentation or willful
23 misconduct by Indemnitor, and Claims by any employee of Indemnitor relating in any way
24 to workers' compensation. Independent of the duty to indemnify and as a free-standing
25 duty on the part of University, University shall defend City and shall continue this defense
26 until the Claim is resolved, whether by settlement, judgment or otherwise. No finding or
27 judgment of negligence, fault, breach or the like on the part of Indemnitor shall be required
28 for the duty to defend to arise. University shall notify City of any Claim within ten (10) days.

1 Likewise, City shall notify University of any Claim, shall tender the defense of the Claim to
2 University, and shall assist University at University's sole expense, as may be reasonably
3 requested, in the defense.

4 11. AMBIGUITY. In the event of any conflict or ambiguity between this
5 Agreement and any Exhibit, the provisions of this Agreement shall govern.

6 12. NONDISCRIMINATION. In connection with performance of this
7 Agreement and subject to applicable rules and regulations, University shall not discriminate
8 against any student or applicant for volunteering opportunity because of race, religion,
9 national origin, color, age, sex, sexual orientation, gender identity, AIDS, HIV status,
10 handicap or disability. University shall ensure that students and applicants are treated
11 without regard to these bases. These actions shall include, but not be limited to, the
12 following: recruitment or recruitment advertising; termination; and selection for training.

13 13. NOTICES. Any notice or approval required by this Agreement shall
14 be in writing and personally delivered or deposited in the U.S. Postal Service, first class,
15 postage prepaid, addressed to University at the address first stated above; and to City at
16 333 West Ocean Boulevard, Long Beach, California 90802, Attn: City Manager, with copies
17 to the City Clerk at the same address, and to the Department of Health and Human
18 Services at 2525 Grand Avenue, Long Beach, California 90815. Notice of change of
19 address shall be given in the same manner as stated for other notices. Notice shall be
20 deemed given on the date deposited in the mail or on the date personal delivery is made,
21 whichever occurs first.

22 14. ADVERTISING. University shall not use the name of City, its officials
23 or employees in any advertising or solicitation for business or as a reference, without the
24 prior approval of the City Manager or designee.

25 15. AUDIT. City shall have the right at all reasonable times during the
26 term of this Agreement and for a period of five (5) years after termination or expiration of
27 this Agreement to examine, audit, inspect, review, extract information from and copy all
28 books, records, accounts and other documents of University relating to this Agreement.

OFFICE OF THE CITY ATTORNEY
CHARLES PARKIN, City Attorney
333 West Ocean Boulevard, 11th Floor
Lana Beach, CA 90802-4664

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16. THIRD PARTY BENEFICIARY. This Agreement is not intended or designed to or entered for the purpose of creating any benefit or right for any person or entity of any kind that is not a party to this Agreement.

17. INTERPRETATION. The terms of this Agreement should be construed in accordance with the meaning of the language used and should not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction that might otherwise apply.

IN WITNESS WHEREOF, the parties have caused this document to be duly executed with all formalities required by law as of the date first stated above.

6/27, 2016

WESTERN GOVERNORS UNIVERSITY
By Jan Jones-Schenk
Jan Jones-Schenk RN, MNA, NE-BC
Chief Nursing Officer

"University"

7/25, 2016

CITY OF LONG BEACH, a municipal corporation
By [Signature]
City Manager

"City"

This Agreement is approved as to form on July 5, 2014, 2016.

CHARLES PARKIN, City Attorney
By [Signature]
Deputy

EXHIBIT “A”

**CITY OF LONG BEACH
INDEMNIFICATION, RELEASE AND WAIVER OF ALL LIABILITY,
AND ASSUMPTION OF RISK AGREEMENT**

FOR GOOD AND VALUABLE CONSIDERATION, including permission for _____ ("STUDENT")

to participate in the _____
Program ("PROGRAM") at _____
("INTERNSHIP SITE") in an office or facility located in the City of Long Beach, and
related activities ("INTERNSHIP"), I, the STUDENT:

1. Consent to participating in PROGRAM and the INTERNSHIP at INTERNSHIP SITE;
2. Agree that prior to participating in PROGRAM AND INTERNSHIP, I will inspect the INTERNSHIP SITE'S facilities, equipment and areas to be used, and, if I believe any of them are unsafe, I will immediately advise the person supervising the PROGRAM;
3. Agree that INTERNSHIP may involve more than one INTERNSHIP SITE, and I may travel from one INTERNSHIP SITE to another INTERNSHIP SITE with INTERNSHIP SITE staff or by my own means in the course of the INTERNSHIP;
4. Acknowledge that I fully understand that my participation may involve risk of **serious injury or death**, including economic losses, which may result not only from my own actions, inactions or negligence, but also from the actions, inactions or negligence of others, the condition of the WORKSITE facilities, equipment or areas where the INTERNSHIP is being conducted or this type of INTERNSHIP;
5. Assume any and all risks of personal injuries to me, permanent or partial disability, or death and damages to my property, caused by or arising from my participation in the INTERNSHIP to the extent such personal injuries to me, permanent or partial disability, or death and damages to me is not covered by workers compensation insurance and authorize the INTERNSHIP SITE and the City of Long Beach to contact or employ a licensed physician to render any medical treatment that may be deemed necessary for me or to take and admit me to any hospital. If medical treatment is required that is not INTERNSHIP related, I agree to pay all medical and hospital bills relating thereto;
6. Covenant not to sue, or present any claim for personal injury, property damage or wrongful death against the INTERNSHIP SITE, City of Long Beach, their officers, employees, volunteers, and agents for damages attributable to my participation in the PROGRAM to the extent the personal illness or injury or wrongful death is related to the INTERNSHIP;
7. Release, waive, discharge and relinquish the INTERNSHIP SITE, the City of Long Beach, their officers, employees, volunteers, and agents from any liability, loss, damage, claim, demand, or cause of action against them arising from or

attributable to my participation in the PROGRAM and INTERNSHIP, whether same shall arise by their negligence or otherwise;

8. **Agree to indemnify, defend, and hold harmless** the City of Long Beach, their officers, employees, volunteers, and agents, from and against any and all claims, loss, injuries, suits or judgments arising from, or in connection with, my participation in the PROGRAM and INTERNSHIP. I agree to this indemnification and save harmless for myself, my successors, assigns, heirs, executors and administrators, and any other person or entity(ies) who/which may have a claim based upon my personal injuries and/or property damage.
9. Agree that photographs, pictures, slides, movies or videos of me may be taken in connection with my participation in the PROGRAM and INTERNSHIP without compensation from the INTERNSHIP SITE and City of Long Beach, and consent to the use of these photographs, pictures, slides, movies or videos for any legal purpose;
10. Warrant that I am in good health and have no physical condition that would prevent me from participating in the PROGRAM and INTERNSHIP;
11. Acknowledge that the INTERNSHIP SITE, City of Long Beach, its officials, employees, and agents shall not be responsible for administering, providing, or assisting in administering medication to me.

THIS DOCUMENT RELIEVES THE CITY AND OTHERS FROM LIABILITY FOR PERSONAL INJURY, WRONGFUL DEATH AND PROPERTY DAMAGE BY NEGLIGENCE TO THE EXTENT THAT IT IS NOT COVERED BY WORKERS' COMPENSATION INSURANCE.

I HAVE READ THIS DOCUMENT, UNDERSTAND THAT I GIVE UP SUBSTANTIAL RIGHTS AND ASSUME ALL RISKS BY SIGNING IT, AND SIGN VOLUNTARILY. I AM AWARE OF THE RISKS INVOLVED IN MY PARTICIPATION IN THE INTERNSHIP.

PRINT STUDENT'S NAME

SIGNATURE

DATE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/2/2016

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 Diversified Insurance Group 136 E. South Temple Street Suite 2300 Salt Lake City UT 84111	CONTACT NAME: Nicole Richards PHONE (A/C No. Ext): (801) 325-5000 FAX (A/C No.): (801) 532-2804 E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
INSURED Western Governors University 4001 South 700 East, Ste 700 Salt Lake City UT 84107	INSURER A: Philadelphia Indemnity Ins Co	
	INSURER B: Philadelphia Insurance Co.	
	INSURER C: Pacific Indemnity Company 20346	
	INSURER D: American Casualty Company of	
	INSURER E: Hartford Insurance Group	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** CL1513029806 **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
A	GENERAL LIABILITY			PHPK1451289	2/1/2016	2/1/2017	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X					MED EXP (Any one person) \$ 15,000
	<input checked="" type="checkbox"/> Abuse & Molestation						PERSONAL & ADV INJURY \$ 1,000,000
	\$1M Each Occ/\$1M Agg						GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						\$
E	AUTOMOBILE LIABILITY			340UNA06275	10/1/2015	10/1/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
							\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB			PHUB529732	2/1/2016	2/1/2017	EACH OCCURRENCE \$ 10,000,000
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$ 10,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			71739853	4/30/2016	4/30/2017	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	N/A				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
D	Medical Professional Liability			0127294202	8/10/2015	8/10/2016	Each Claim \$2,000,000
							Aggregate \$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Medical Professional Liability: Coverage extends to students in the following programs-BS Nursing Pre License, BS Nursing RN BSN, MS Nursing, Health Informatics, and MBA Healthcare Management Capstone

City of Long Beach, its officials, employees and agents are included as additional insureds on the general liability policy, when required by written contract. Coverage is primary and non contributory as required by written contract.

CERTIFICATE HOLDER City of Long Beach Long Beach Department of Health & Human S 2525 Grand Avenue, Ste 201 Long Beach, CA 90815	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 Regan Guth/NR

COMMENTS/REMARKS

30 day notice of cancellation provided to Named Insured only.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**GENERAL LIABILITY DELUXE ENDORSEMENT
SCHOOLS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE

It is understood and agreed that the following extensions only apply in the event that no other specific coverage for the indicated loss exposure is provided under this policy. If such specific coverage applies, the terms, conditions and limits of that coverage are the sole and exclusive coverage applicable under this policy, unless otherwise noted on this endorsement. The following is a summary of the Limits of Insurance and additional coverages provided by this endorsement. For complete details on specific coverages, consult the policy contract wording.

Coverage Applicable	Limit of Insurance	Page #
Damage to Premises Rented to You	\$300,000	2
Extended Property Damage	included	2
Non-Owned Watercraft	Less than 58 feet	2
Supplementary Payments – Bail Bonds	\$2,500	2
Supplementary Payment – Loss of Earnings	\$500 per day	2
Medical Payments	\$15,000	3
Medical Payments-Extended Reporting Period	3 years	3
Employee Indemnification Defense Coverage for Employee	\$25,000	3
Additional Insured -- Medical Directors and Administrators	Included	3
Additional Insured – Managers and Supervisors	Included	3
Additional Insured – Broadened Named Insured	Included	3
Additional Insured – Funding Source	Included	3
Additional Insured – Managers or Lessors of Premises	Included	4
Additional Insured – By Contract, Agreement or Permit	Included	4
Additional Insured -- Broad Form Vendors	Included	4
General Aggregate – Per Campus	Included	5
Duties in the Event of Occurrence, Claim or Suit	Included	6
Other Insurance – Primary Additional Insured	Included	6
Other Insurance - You Are An Additional Insured On Another Person's Or Organization's Policy.	Included	7
Unintentional Failure to Disclose Hazards	Included	8
Liberalization	Included	8
Bodily Injury – includes Mental Anguish	Included	8
Personal and Advertising Injury – includes Abuse of Process, Discrimination	Included	8
Transfer of Rights of Recovery Against Others To Us	Clarification	8
Science Laboratory "Occurrence"	\$50,000	9
Medical Incident Liability-Nurse and Athletic Trainer	Included	9

A. Damage to Premises Rented to You

1. If damage by fire to premises rented to you is not otherwise excluded from this Coverage Part, the word "fire" is changed to "fire, lightning, explosion, smoke, or leakage from automatic fire protective systems" where it appears in:
 - a. The last paragraph of **SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Subsection **2. Exclusions**;
 - b. **SECTION III - LIMITS OF INSURANCE**, Paragraph **6.**;
 - c. **SECTION V – DEFINITIONS**, Paragraph **9.a.**
2. If damage by fire to premises rented to you is not otherwise excluded from this Coverage Part, the words "Fire insurance" are changed to "insurance for fire, lightning, explosion, smoke, or leakage from automatic fire protective systems" where it appears in:
 - a. **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, Subsection **4. Other Insurance**, Paragraph **b. Excess Insurance**
3. The Damage To Premises Rented To You Limit section of the Declarations is amended to the greater of:
 - a. \$300,000; or
 - b. The amount shown in the Declarations as the Damage to Premises Rented to You Limit.

This is the most we will pay for all damage proximately caused by the same event, whether such damage results from fire, lightning, explosion, smoke, or leaks from automatic fire protective systems or any combination thereof.

B. Extended "Property Damage"

SECTION I - COVERAGES. COVERAGE A, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection **2. Exclusions**, Paragraph **a.** is deleted and replaced by the following:

- a. **Expected or Intended Injury**
 "Bodily Injury" or "Property Damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

C. Non-Owned Watercraft

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection **2. Exclusions**, Paragraph **g. (2)** is amended to read as follows:

- (2) A watercraft you do not own that is:
 - (a) Less than 58 feet long; and
 - (b) Not being used to carry persons or property for a charge;

This provision applies to any person, who with your consent, either uses or is responsible for the use of a watercraft. This insurance is excess over any other valid and collectible insurance available to the insured whether primary, excess or contingent.

D. Supplementary Payments

Under the **SUPPLEMENTARY PAYMENTS - COVERAGE A AND B** provision, Items **1.b.** and **1.d.**

are amended as follows:

1. The limit for the cost of bail bonds is changed from \$250 to \$2,500; and
2. The limit for loss of earnings is changed from \$250 a day to \$500 a day.

E. Medical Payments - Limit Increased to \$15,000, Extended Reporting Period

If **COVERAGE C MEDICAL PAYMENTS** is not otherwise excluded from this Coverage Part:

1. The Medical Expense Limit is changed subject to all of the terms of **SECTION III - LIMITS OF INSURANCE** to the greater of:

- a. \$15,000; or
- b. The Medical Expense Limit shown in the Declarations of this Coverage Part.

2. **SECTION I – COVERAGE, COVERAGE C MEDICAL PAYMENTS, Subsection 1. Insuring Agreement**, the second part of Paragraph a. is amended to read:

provided that:

- (2) The expenses are incurred and reported to us within three years of the date of the accident;

F. Employee Indemnification Defense Coverage

Under the **SUPPLEMENTARY PAYMENTS - COVERAGES A AND B** provision, the following is added:

3. We will pay, on your behalf, defense costs incurred by an “employee” in a criminal proceeding.

The most we will pay for any “employee” who is alleged to be directly involved in a criminal proceeding is \$25,000 regardless of the numbers of “employees”, claims or “suits” brought or persons or organizations making claims or bringing “suits”.

G. SECTION II - WHO IS AN INSURED is amended as follows:

1. If coverage for newly acquired or formed organizations is not otherwise excluded from this Coverage Part, Paragraph 3.a. is changed to read:
 - a. Coverage under this provision is afforded until the end of the policy period.
2. Each of the following is also an insured:
 - a. **Medical Directors and Administrators** - Your medical directors and administrators, but only while acting within the scope of and during the course of their duties as such.
 - b. **Managers and Supervisors** - If you are an organization other than a partnership or joint venture, your managers and supervisors are also insureds, but only with respect to their duties as your managers and supervisors.
 - c. **Broadened Named Insured** - Any organization and subsidiary thereof which you control and actively manage on the effective date of this Coverage Part. However, coverage does not apply to any organization or subsidiary not named in the Declarations as Named Insured, if they are also insured under another similar policy, but for its termination or the exhaustion of its limits of insurance.
 - d. **Funding Source** - Any person or organization with respect to their liability arising out of:
 - (1) Their financial control of you; or

(2) Premises they own, maintain or control while you lease or occupy these premises. This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

- e. **Managers or Lessors of Premises** - Any person or organization with respect to their liability arising out of the ownership, maintenance or use of that part of the premises leased to you subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises.
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of that person or organization.

- f. **By Contract, Agreement or Permit** - Any person or organization with whom you agreed, because of a written contract or agreement or permit, to provide insurance, such as is afforded under this policy, but only with respect to your operations, "your work" or facilities owned or used by you.

(1) This provision does not apply:

- (a) Unless the written contract or agreement has been executed or permit has been issued prior to the "bodily injury," "property damage," "personal and advertising injury";
- (b) To any person or organization included as an insured under g. Broad Form Vendors below; or
- (c) To any person or organization included as an insured by an endorsement issued by us and made a part of this Coverage Part.

(2) When an engineer, architect or surveyor becomes an insured under this Coverage Part, the following additional exclusion applies:

- (a) "Bodily injury", "property damage", "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:
 - (i) The preparing, approving, or failing to approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; and
 - (ii) Supervisory, inspection, or engineering services.

(3) When a lessor of leased equipment becomes an insured under this Coverage Part, the following additional exclusions apply:

- (a) To any "occurrence" which takes place after the equipment lease expires; or
- (b) To "bodily injury" or "property damage" arising out of the sole negligence of the lessor.

(4) When owners or other interests from whom land has been leased become an insured under this Coverage Part, the following additional exclusions apply:

- (a) Any "occurrence" which takes place after you cease to lease that land; or
- (b) Structural alterations, new construction or demolition operations performed by or on behalf of the owners or other interests from whom land has been leased.

- g. **Broad Form Vendors** - Any person or organization with whom you agreed, because of a written contract or agreement to provide insurance, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions.

(1) The insurance afforded the vendor does not apply to:

- (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (b) Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by the vendor;
- (d) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing or substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

APPROVED BY: *[Signature]*
 DATE: 07-12-16

- (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with sale of the product;
 - (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor.
- (2) This provision does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.
 - (3) This provision does not apply to any vendor included as an insured by an endorsement issued by us and made a part of this Coverage Part.
 - (4) This provision does not apply if "bodily injury" or "property damage" included within the "products-completed operations hazard" is excluded either by the provisions of the Coverage Part or by endorsement.

H. Per Campus – General Aggregate

- 1. **SECTION III – LIMITS OF INSURANCE**, Paragraph 2., is amended to the following:

The General Aggregate limit is the most we will pay:

- a. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **SECTION I – COVERAGE, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, and for all medical expenses caused by accidents under **SECTION I – COVERAGE, COVERAGE C MEDICAL PAYMENTS** which can be attributed only to operations at a single designated "campus" shown in the Declarations.
 - (1) A separate General Aggregate Limit is applicable to each single designated "campus" shown in the Declarations and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 - (2) The General Aggregate Limit is the most we will pay for the sum of all damages under **COVERAGE A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under **COVERAGE C** regardless of the number of:
 - (a) Insureds;
 - (b) Claims made or "suits" brought; or
 - (c) Persons or organizations making claims or bringing "suits".
 - (3) Any payments made under **COVERAGE A** for damages or under **COVERAGE C** for medical expenses shall reduce the General Aggregate Limit for that designated "campus". Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other General Aggregate Limit for any other designated "campus" shown in the Declarations.
 - (4) The limits shown in the Declarations for Each Occurrence, Fire Damage and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable single designated "campus" General Aggregate Limit.

- 2. **SECTION V – DEFINITIONS** is amended by adding the following:

"Campus" is defined as premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

I. Duties in the Event of Occurrence, Claim or Suit

1. The requirement in Paragraph 2.a. of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** that you must see to it that we are notified as soon as practicable of an "occurrence" or an offense, applies only when the "occurrence" or offense is known to:
 - a. You, if you are an individual;
 - b. A partner, if you are a partnership; or
 - c. An executive officer or insurance manager, if you are a corporation.

2. The requirement in Paragraph 2.b. of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** that you must see to it that we receive notice of a claim or "suit" as soon as practicable will not be considered breached unless the breach occurs after such claim or "suit" is known to:
 - a. You, if you are an individual;
 - b. A partner, if you are a partnership; or
 - c. An executive officer or insurance manager, if you are a corporation.

J. Other Insurance - Primary Additional Insured

1. If the written contract or agreement or permit requires this insurance to be primary for any person or organization with whom you agree to include in **SECTION II - WHO IS AN INSURED**, then **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, Subsection 4. **Other Insurance** is replaced by the following:

If other valid and collectible insurance is available for a loss we cover under **COVERAGE A** of this Coverage Part, our obligations are limited as follows:

- a. **Primary Insurance** - This insurance is primary. We will not seek contributions from other insurance available to the person or organization with whom you agree to include in **SECTION II - WHO IS AN INSURED**, except when 2. below applies.

- b. **Excess Insurance** - This insurance is excess over any of the other insurance whether primary, excess, contingent or any other basis:
 - (1) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
 - (2) That is Fire, lightning or explosion insurance for premises rented to you; or temporarily occupied by you with permission of the owner; or
 - (3) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to **SECTION I - COVERAGE, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Subsection 2. **Exclusions**, Paragraph g.

When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend any claim or "suit" that any other insurer has a duty to defend. If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this excess insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

- c. Method of Sharing - If all the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any or the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's contribution is based on the ratio of its applicable limits of insurance of all insurers.

2. This provision only applies with respect to your operations, "your work" or facilities owned or used by you.

K. Other Insurance – You Are An Additional Insured On Another Person's Or Organization's Policy

If you are an insured under **SECTION II - WHO IS AN INSURED**, then **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Subsection **4. OTHER INSURANCE**, Paragraph **b. Excess Insurance** is replaced by the following:

This insurance is excess over any other insurance, whether primary, excess, contingent or on any other basis:

1. That is Fire, Extended Coverage, Builders Risk, Installation Risk or similar coverage for "your work";
2. That is Fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;
3. If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to **SECTION I – COVERAGE, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Subsection 2. **Exclusions**, Paragraph **g.**; or
4. When any of the Named Insureds, under this Coverage Part, are additional insureds under a commercial general liability policy or similar insurance of another party.

When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend any claim or "suit" that any other insurer has a duty to defend. If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insureds.

When this insurance is excess or other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

1. The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
2. The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

L. Unintentional Failure To Disclose Hazards

It is agreed that, based on our reliance on your representations as to existing hazards, if you should unintentionally fail to disclose all such hazards prior to the beginning of the policy period of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.

M. Liberalization

If we revise this endorsement to provide more coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.

N. Bodily Injury - Mental Anguish

SECTION V – DEFINITIONS, Paragraph 3. is changed to read:

“Bodily Injury”:

- a. Means bodily injury, sickness or disease sustained by a person, and includes mental anguish resulting from any of these; and
- b. Except for mental anguish, includes death resulting from the foregoing (item a. above) at any time.

O. Personal and Advertising Injury – Abuse of Process, Discrimination

If **COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY COVERAGE** is not otherwise excluded from this Coverage Part, the definition of “personal and advertising injury” is amended as follows:

1. **SECTION V – DEFINITIONS**, Paragraph 14. b. is revised to read:
 - b. Malicious prosecution or abuse of process:
2. **SECTION V – DEFINITIONS**, Paragraph 14. is amended to include the following:

“Personal Injury” also means discrimination based on race, color, religion, sex, age or national origin, except when:

- a. Done intentionally by or at the direction of, or with the knowledge or consent of:
 - (1) Any insured; or
 - (2) Any executive officer, director, stockholder, partner or member of the insured; or
- b. Directly or indirectly related to the employment, former or prospective employment, termination of employment, or application for employment of any person or persons by an insured; or
- c. Directly or indirectly related to the sale, rental, lease or sublease or prospective sales, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured; or
- d. Insurance for such discrimination is prohibited by or held in violation of law, public policy, legislation, court decision or administrative ruling.

The above does not apply to fines or penalties imposed because of discrimination.

P. Transfer of Rights of Recovery Against Others To Us

As a clarification, the following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Subsection 8. **Transfer of Rights of Recovery Against Others To Us**:

Therefore, the insured can waive the insurer's Rights of Recovery prior to the occurrence of a loss, provided the waiver is made in a written contract.

Q. Science Laboratory "Occurrence"

SECTION I – COVERAGE, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection 2. **Exclusions**, Paragraph f. does not apply to any "bodily injury" or "physical damage" arising out of a fire or "occurrence" in any of your science laboratories while teaching is being conducted in that laboratory, subject to a \$50,000 per policy limit.

R. Medical Incident Liability-Nurse and Athletic Trainer

1. **SECTION II – WHO IS AN INSURED, Subparagraph 2.a. (1) (d)** is deleted and replaced by the following:

(d) Arising out of his or her providing or failing to provide professional medical services. This paragraph does not apply to a registered or practical nurse or athletic trainer, while acting within the scope of his or her duties for the Named Insured and arising out of a "medical incident".

2. **SECTION V – DEFINITIONS, 13.** is deleted and replaced by the following:

"Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions, and "medical incident".

3. The following definition is added to **SECTION V – DEFINITIONS**:

"Medical Incident" means any act or omission in the furnishing or failure to furnish professional medical services by the insured or any person acting under the personal direction, control, or supervision of the insured. Any such act or omission together with all related acts or omissions in the furnishing of such services to any one person shall be considered one "medical incident".

"Medical incident" does not include any actual, alleged or threatened emotional, physical, or sexual abuse of any patient or professional medical services recipient.