

FORMS 1,2 & 3

**SHELBY COUNTY GOVERNMENT
REQUEST FOR PROPOSALS – RFP# 16-xxx-xx**

FORM 1 - BROKER/AGENT QUESTIONNAIRE

1. Explain your firm's ownership structure.

2. How many years has your firm been in business?

3. Describe the industry diversity of your firm's client base.

4. Describe the account team's expertise and experience in dealing with public sector coverage.

5. Identify and describe the expertise and experience of the account team with providing professional liability for clients providing public health services.

6. Describe the measures your firm takes to stay abreast of changes in the marketplace, i.e. fees, commissions, contingencies, insurer merger/acquisition, pricing trends, insurer solvency, etc.

7. Describe any capabilities your firm may have to enhance a client's risk management programs.

8. Provide an example of the skills and experience your firm has in designing or enhancing clients' professional liability insurance programs.

**SHELBY COUNTY GOVERNMENT
REQUEST FOR PROPOSALS – RFP#16-xxx-xx**

FORM 2 - CERTIFICATION

**I certify that (insert name of firm)_____ did not obtain a
commitment to underwrite the proposed insurance prior to the date of this Request For
Proposals:**

Insurance Company

SIGNATURE

NAME

TITLE

COMPANY

PHONE NUMBER

FAX NUMBER

E-MAIL ADDRESS

**SHELBY COUNTY GOVERNMENT
REQUEST FOR PROPOSALS – RFP# 16-xxx-xx**

FORM 3 – INSURANCE PREMIUM PROPOSAL

You may include your own proposal form but we request that you complete this sheet indicating basic information regarding the premium, rates and fees.

Brokerage fees/commissions shall be provided separately at the end of this form.

Estimated Total Annual Premium _____

Surplus Lines Tax, if any _____

Total _____

This proposal conforms to County's current coverage as shown on Attachment 1; or

This proposal deviates from County's current coverage as follows: (Attach separate sheets, if necessary)

Insurance Company: _____

Best's Rating for 2 most recent years _____

Are policy forms and endorsements attached? _____

Broker/Agent's Name: _____

Person with authority to bind coverage: _____

Signature: _____

Title: _____ Date: _____

Brokerage/Agent Fees or Commissions: _____

Brokerage fee shall include:

- Any basic commission negotiated with the insurers;
- Commission contingent on volume or profit
- Revenue/income arising from any other source.

Will your firm agree to provide this information in the future at each renewal? _____

Are there any financial ties between your firm and any of the insurers you are including in your proposal? If yes, please explain. _____

Is any aspect of your firm's business financed by an insurer? If yes, please explain.

ATTACHMENT 1

RFP#
ATTACHMENT 1
REQUIRED COVERAGE INFORMATION

SHELBY COUNTY GOVERNMENT

Medical Facilities and Providers Professional Liability, General Liability and Employee Benefit Liability

Limits of Liability

- (a) Healthcare Professional Liability – Claims-made - \$1,000,000 each claim; \$3,000,000 aggregate for all claims; Deductible \$25,000 per claim
- (b) General Liability – Occurrence - \$1,000,000 each claim, products completed operations hazard included; damage to rented premises \$100,000; aggregate for all claims \$3,000,000; deductible \$25,000 per claim
- (c) Employee Benefit Liability – Claims-made - \$1,000,000 each claim, \$3,000,000 aggregate for all claims, deductible \$1,000 per claim
- (d) Legal/Media Expense – each legal defense proceeding \$25,000; Aggregate for all legal defense proceeding \$25,000

Extended Reporting Period Option – 60 months

Retroactive Dates

- (a) February 28, 2003 - Shelby County Government dba Memphis & Shelby County Health Department
- (b) August 18, 2010 – Shelby County Health Department
- (e) July 1, 2009 – Mid South Sexual Assault Resource Center
- (f) December 8, 2011 – The Rape Crisis Center

Defense and Supplementary Payments

Defense Expenses and supplementary payments (see page 2 of current policy – Attachment 5.

Attach Waiver of Governmental Tort Liability Act limits per T.C.A. 29-20-101 et seq.
60 Day Notice of Cancellation.

ATTACHMENT 2

West's Tennessee Code Annotated
Title 56. Insurance
Chapter 14. Surplus Lines Insurance (Refs & Annos)
Part 1. Surplus Lines Insurance Act

T. C. A. § 56-14-105

§ 56-14-105. Eligibility

Effective: June 10, 2011

Currentness

(a) No insurance coverage shall be eligible for surplus lines insurance unless the full amount of insurance required is not procurable, after a diligent effort has been made to do so, from among the authorized companies licensed to transact and actually writing such kind and class of insurance in this state, and the amount of insurance eligible for surplus lines shall be only the amount in excess of the amount procurable from licensed insurers.

(b) Subsection (a) shall not apply to exempt commercial purchasers if the surplus lines agent procuring or placing the policy has disclosed to the exempt commercial purchaser that such insurance may or may not be available from admitted companies that may provide greater protection with more regulatory oversight, and the exempt commercial purchaser has subsequently requested in writing that the surplus lines agent procure or place such insurance from a nonadmitted company.

(c) Policy or contract forms shall not be eligible unless the use:

(1) Is reasonably necessary for the principal purposes of the coverage;

(2) Would not be contrary to the purposes of the coverage; or

(3) Would not be contrary to the purposes of this part with respect to the reasonable protection of authorized companies from unwarranted competition by unauthorized companies.

(d) The following kinds of insurance shall not be eligible for surplus lines insurance:

(1) Primary personal automobile liability;

(2) Surety; and

(3) Workers' compensation, except as provided in subsection (a).

Credits

1969 Pub.Acts, c. 270, § 5; 2001 Pub.Acts, c. 220, §§ 2, 3, eff. July 1, 2001; 2011 Pub.Acts, c. 446, § 1, eff. June 10, 2011.

ATTACHMENT 3

	877.701.0171 t 888.777.3719 f 199 Scott Swamp Road, Farmington, CT 06032	onebeaconpro.com
	Homeland Insurance Company of New York Traders & General Insurance Company (Stock companies owned by the OneBeacon Insurance Group)	
Application	MEDICAL FACILITIES AND PROVIDERS PROFESSIONAL LIABILITY RENEWAL APPLICATION	

NOTICE: PORTIONS OF THE POLICY FOR WHICH THIS APPLICATION IS MADE MAY CONTAIN CLAIMS MADE AND REPORTED COVERAGE WHICH APPLIES ONLY TO "CLAIMS" FIRST MADE AGAINST THE "INSURED" DURING THE "POLICY PERIOD" OR ANY APPLICABLE EXTENDED REPORTED PERIOD AND REPORTED TO THE UNDERWRITER DURING THE "POLICY PERIOD" OR DURING ANY APPLICABLE EXTENDED REPORTING PERIOD. PLEASE READ THE ENTIRE APPLICATION CAREFULLY BEFORE SIGNING.

A. ACCOUNT INFORMATION

1. Insured Name	Shelby County Government - This application for Shelby County Health Department only.		
Doing Business As	Shelby County Health Department		
Federal Employee I.D.# (FEIN)	62-6000841		
State of Domicile	Tennessee		
2. Mailing Address	Street: 160 N. Main St., Suite 800, Attn: Louise Horton		
	City: Memphis	State: TN	Zip: 38103
	County: Shelby	Website Address: www.shelbycountyttn.gov	
3. Risk Manager or Contact Person	Name/Title:	Louise Horton, CIC/Insurance Specialist	
	Email Address:	louise.horton@shelbycountyttn.gov	
	Telephone Number:	901-222-2217	
4. List all States where the Applicant is operating and providing services:	Tennessee only		

5. Within the past 18 months or within the next 12 months, has the Applicant or does the Applicant expect to:

a. Merge, acquire or consolidate with another entity?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
b. Sell or divest another entity or facility?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
c. Discontinue any operations or services?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
d. Enter into any new business activities or services (including new procedures or products being offered)?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
e. Add any new locations or facilities?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
f. Sign any new contracts where the Applicant is providing services to others or where others are providing services to the Applicant?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No

If "Yes," to any of the above, please provide details:

B. FINANCIAL AND EXPOSURE DETAILS

6. Indicate the Applicant's total gross revenues. Last 12 Months: \$4,940,050 + Next 12 Months (Projected): \$4,500,000

7. **Instructions:** Please provide projected exposure details for the next 12 Months for the Applicant and any subsidiaries or other entities seeking coverage.
Visits - Count each patient each time they enter Applicant's facility for healthcare related services. **Beds** - Use the total number of licensed beds. **Receipts** - Use gross receipts. Do not adjust this figure for items such as profits, un-collectible accounts or amounts billed but not paid.

Ambulance	Transfers	Receipts	Pharmacy (continued)	# of Rx	Receipts
Ambulance - Air		\$ 0	Pharmacy - Infusion		\$ 0
Ambulance - Emergent (Ground)		\$ 0	Pharmacy - Remote Monitoring		\$ 0
Ambulance - Non-Emergent (Ground)		\$ 0	Pharmacy - Retail		\$ 0
Clinical Trials/Research/Consulting	Receipts		Pharmacy - Specialty		\$ 0
Pharmaceuticals	\$ 0		Rehabilitation	Visits	
Medical Devices	\$ 0		Cardiac Rehabilitation Center	N/A	
Medical/Surgical Procedures	\$ 0		Developmental Disability	N/A	
Day Care	Daily Census		Physical/Occupational Rehabilitation	N/A	
Day Care - Adult Medical	N/A		Trauma Rehabilitation - Skilled Medical	N/A	
Day Care - Pediatric Medical	N/A		Trauma Rehabilitation - Therapy	N/A	
Other (Describe): _____	N/A		Residential Facilities	Beds	
Home Health/Hospice Care	Visits		Adolescent/Child Residential Care	N/A	
Hospice Home Care	N/A		Apartments/Independent Living	N/A	
Home Health Infusion Therapy	N/A		Assisted Living	N/A	
Home Health Personal Care/Non Medical	N/A		Group Homes	N/A	
Home Health Skilled Care	N/A		Halfway Houses/Shelters	N/A	
Home Health Rehabilitation	N/A		School - Allied Medical Professional	# Students	# Faculty
Hospice Care Facility	Beds		Nursing/PT/OT	42 / 0 / 0	2 / 0 / 0
Inpatient	0		Physician Assistant, EMT, Paramedic	0 / 0 / 0	0
Imaging/X-Ray	Procedures	Receipts	Optometry	0	0
Imaging - CT Scans	0	\$ 0	Other Student Program: Medical Assistants	3	0
Imaging - MRI Facilities	0	\$ 0	Substance Abuse - Drug or Alcohol	Visits	Beds
Imaging - PET Scans	0	\$ 0	Substance Abuse Counseling Outpatient	0	N/A
Imaging - X-Ray Diagnostic	0	\$ 0	Substance Abuse - Detoxification	0	N/A
Laboratory	Receipts		Substance Abuse - Residential	0	N/A
Blood/Plasma Bank	\$ 0		Substance Abuse - Skilled Medical	0	N/A
Cardiac Catheterization Laboratory	\$ 0		Substance Abuse Methadone Program	0	N/A
Clinical Pathology Laboratory	\$ 0		Treatment Centers	Visits/Proc.	Beds
Dental Laboratory	\$ 0		Cancer Treatment Center		N/A
Medical Laboratory	\$ 0		College or University Health Center		N/A
Ocular Laboratory	\$ 0		Community Health Center		N/A
Optical Establishment	\$ 0		Crisis Stabilization Center		N/A
Organ/Tissue Bank (Direct Processing)	\$ 0		Dialysis Treatment Center		N/A
Organ/Tissue Bank (No Direct Processing)	\$ 0		Health Department	212,122	N/A
Quality Control/Reference Laboratory	\$ 0		Radiation Therapy		N/A
Other (Describe): _____	\$ 0		Other (Describe): Home Visits	4,676	N/A
Lithotripsy Centers	Visits	Receipts	Sleep Center	Visits	Beds
Lithotripsy Centers	0	\$ 0	Sleep Center	0	0
Medical Staffing/Nurse Registry	Receipts		Telemedicine	Patient Encounters	
Medical Staffing/Nurse Registry	\$ 0		Telemedicine	N/A	
Mental Health/Counseling	Visits		Teleradiology: Preliminary Reads	N/A	
Mental Health/Counseling - Outpatient	0		Teleradiology: Final Reads	N/A	
Mental Health/Partial Hospitalization	0		Urgent Care/Urgicenter	Visits	
Mental Health/Day Treatment Program	0		Urgent Care/Urgicenter	N/A	
Pharmacy	# of Rx	Receipts	Weight Loss Center	Visits	
Pharmacy - Compounding	0	\$ 0	Weight Loss Center	N/A	

8. Please provide information requested for each physician providing services at the Applicant's facility:

Name of Medical Director	Specialty	Insurance Carrier/Policy Number/Policy Period	Check One:	Hours Per Month
Helen G. Morrow, MD, MPA	Pediatrics	SVMIC #89-F265 9/1/15 - 9/1/16	<input checked="" type="checkbox"/> Employee <input type="checkbox"/> Contractor	162.5
Physician Names	Specialty	Insurance Carrier/Policy Number/Policy Period	Check One:	Hours Per Month
Francis Fountain, MD	Internal Medicine	SVMIC #89-4267 9/1/15 - 9/1/16	<input checked="" type="checkbox"/> Employee <input type="checkbox"/> Contractor	146.0
Michelle Morgan Taylor, MD	Pediatrics	SVMIC #1652776 9/1/15 - 9/1/16	<input checked="" type="checkbox"/> Employee <input type="checkbox"/> Contractor	100.0
John B. Rada, MD	Obstetrics	SVMIC #89-7783 1/01/15 - 1/01/16	<input checked="" type="checkbox"/> Employee <input type="checkbox"/> Contractor	80.0
			<input type="checkbox"/> Employee <input type="checkbox"/> Contractor	

Note: If coverage is requested for any new physician(s), a supplemental application must be completed for each such physician. Coverage for any physician is not automatically included. The policy, if issued, will determine coverage.

9. Allied Health Care Professionals (Indicate number of personnel and annual hours worked in each applicable category)

	Employees		Contractors		Volunteers	
	Number of:	Annual Hours:	Number of:	Annual Hours:	Number of:	Annual Hours:
Addiction Counselor	0	0	0	0	0	0
Case Worker or Case Manager	0	0	0	0	0	0
Chiropractor	0	0	0	0	0	0
Dentist	4	607.5	0	0	0	0
EMT/Paramedic	0	0	0	0	0	0
Home Health Aide/Caregiver	0	0	0	0	0	0
Lab Technician	0	0	0	0	0	0
Mental Health Counselor	0	0	0	0	0	0
Nurse – RN	53	103,350.0	0	0	0	0
Nurse – LPN/LVN	11	1,300.0	0	0	0	0
Nurse Aide or Assistant Medical Assistant	23	44,850.0	0	0	0	0
Nurse Anesthetist	0	0	0	0	0	0
Nurse Practitioner/Advance Practice Nurse	7	13,650.0	0	0	0	0
Occupational/Speech Therapist	0	0	0	0	0	0
Optometrist	0	0	0	0	0	0
Pharmacist	1	1,950.0	0	0	0	0
Physical Therapist	0	0	0	0	0	0
Physician	4	7,800.0	0	0	0	0
Physician Assistant	0	0	0	0	0	0
Podiatrist	0	0	0	0	0	0
Psychologist	0	0	0	0	0	0
Respiratory Therapist	0	0	0	0	0	0
Social Worker	9	17,550.0	0	0	0	0
Surgical Technician	0	0	0	0	0	0
Other: X-ray Technician	1	1,950.0		0		

10. Do you require physicians and contracted allied healthcare professionals to carry professional liability insurance with limits of at least \$1,000,000 each occurrence/ \$3,000,000 aggregate? Yes No

If "Yes," do you require proof of this coverage? Yes No

C. OPERATIONS AND ADMINISTRATION

11. Have there been any changes to the Applicant's licensure or accreditation(s)? Yes No

If "Yes," please provide details:

D. CURRENT AND REQUESTED COVERAGE

Please note that requested coverage is not automatically provided. The policy, if issued, will determine actual coverage.

12. Expiring Policy Effective Date 2/28/2016

13. Expiring Policy Number MFL-004517-0215

14. Coverage requested: Professional Liability General Liability
 Claims Made Occurrence Claims Made Occurrence
Retroactive Date 02/28/2003 (If Claims Made) Retroactive Date _____ (If Claims Made)
 Non Owned Automobile Liability Sublimit \$ _____
(Note: Non Owned and Hired Automobile Liability Supplemental Application must be completed)
 Employee Benefit Administration Liability Retroactive Date 02/28/2003
of Employees _____

15. Limits of Liability Requested (Each Claim/Aggregate):
 \$100,000/\$300,000 \$250,000/\$750,000 \$1,000,000/\$3,000,000 \$2,000,000/\$4,000,000
 \$2,000,000/\$6,000,000 Other: _____ Excess Limits: _____ (Complete ACORD Application)

16. Deductible Requested: (Deductible applies to each and every claim and applies to any combination of claim payments and claim expenses)
 No Deductible \$5,000 \$10,000 \$25,000 \$50,000 \$100,000 Other: _____

17. Is the Applicant currently enrolled in a Patient Compensation Fund? Yes No

18. Is the Applicant requesting to include Independent Contractors as Insureds? Yes No

19. Please describe any new additional insureds to be included, their interest and requested coverage.

Name & Address	Description of Operations	Interest	Coverage Desired
1287 Southland Mall Location:			<input type="checkbox"/> PL <input type="checkbox"/> GL
Southland Mall Shopping Center, LLC, Urban	Retail Properties LLC	Lessor/Addl. Ins.	<input type="checkbox"/> PL <input checked="" type="checkbox"/> GL
			<input type="checkbox"/> PL <input type="checkbox"/> GL

E. FRAUD WARNINGS

Any person who knowingly and with intent to defraud any insurance company or another person, files an application for insurance containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto, may be guilty of committing a fraudulent insurance act, which is a crime and subjects the person to criminal and civil penalties.

NOTICE TO ALABAMA AND MARYLAND APPLICANTS: Any person who knowingly or willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly or willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

NOTICE TO ARKANSAS, MINNESOTA, AND OHIO APPLICANTS: Any person who, with intent to defraud or knowing that he/she is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud, which is a crime.

NOTICE TO COLORADO APPLICANTS: It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policy holder or claimant for the purpose of defrauding or attempting to defraud the policy holder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado division of insurance within the department of regulatory agencies.

NOTICE TO DISTRICT OF COLUMBIA APPLICANTS: WARNING: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits, if false information materially related to a claim was provided by the applicant.

NOTICE TO FLORIDA APPLICANTS: Any person who, knowingly and with intent to injure, defraud, or deceive any employer or employee, insurance company, or self-insured program, files a statement of claim or an application containing any false or misleading information is guilty of a felony of the third degree.

NOTICE TO KENTUCKY APPLICANTS: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime.

NOTICE TO LOUISIANA, NEW MEXICO AND RHODE ISLAND APPLICANTS: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to civil fines and criminal penalties.

NOTICE TO MAINE, TENNESSEE, VIRGINIA AND WASHINGTON APPLICANTS: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines, or a denial of insurance benefits.

NOTICE TO NEW JERSEY APPLICANTS: Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

NOTICE TO OKLAHOMA APPLICANTS: Any person who knowingly and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

NOTICE TO OREGON AND TEXAS APPLICANTS: Any person who makes an intentional misstatement that is material to the risk may be found guilty of insurance fraud by a court of law.

NOTICE TO PENNSYLVANIA APPLICANTS: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

NOTICE TO PUERTO RICO APPLICANTS: Any person who knowingly and with the intent to defraud, presents false information in an insurance request form, or who presents, helps or has presented a fraudulent claim for the payment of a loss or other benefit, or presents more than one claim for the same damage or loss, will incur a felony, and upon conviction will be penalized for each violation with a fine of no less than five thousand dollars (\$5,000) nor more than ten thousand dollars (\$10,000); or imprisonment for a fixed term of three (3) years, or both penalties. If aggravated circumstances prevail, the fixed established imprisonment may be increased to a maximum of five (5) years; if attenuating circumstances prevail, it may be reduced to a minimum of two (2) years.

F. SIGNATURE AND AUTHORIZATION

The undersigned, as authorized agent of all individuals and entities proposed for this insurance, declares that, to the best of his/her knowledge and belief, after reasonable inquiry, the statements in this Application and any attachments or information submitted with this Application (together referred to as the "Application") are true and complete. The information in this Application is material to the risk accepted by the Underwriter. If a policy is issued it will be in reliance upon the Application, and the Application will be the basis of the contract.

The Underwriter will maintain the information contained in and submitted with this Application on file and along with the Application will be considered physically attached to, part of, and incorporated into the policy, if issued. For North Carolina, Utah and Wisconsin accounts, this Application and the materials submitted with it shall become part of the policy, if issued, if attached to the policy at issuance.

The Underwriter is authorized to make any inquiry in connection with this Application. The Underwriter's acceptance of this Application or the making of any subsequent inquiry does not bind the Applicant or the Underwriter to complete the insurance or issue a policy.

The information provided in this Application is for underwriting purposes only and does not constitute notice to the Underwriter under any policy of a Claim or potential Claim.

If the information in this Application materially changes prior to the effective date of the policy, the Applicant must notify the Underwriter immediately and the Underwriter may modify or withdraw any quotation or agreement to bind insurance.

NOTICE: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.

Applicant Name	Shelby County Government dba Shelby County Health Department
By (Authorized Signature)	
Name/Title	Signed application to be provided upon award.
Date	
NOTE: THIS APPLICATION MUST BE SIGNED BY A PARTNER, PRINCIPAL, DIRECTOR OR OFFICER OF THE APPLICANT ACTING AS THE AUTHORIZED AGENT OF ALL INDIVIDUALS AND ENTITIES PROPOSED FOR THIS INSURANCE.	

Produced By (Insurance Agent)	
Insurance Agency	
Insurance Agency Taxpayer ID	
Agent License No. or Surplus Lines No.	
Address	Street: City: State: Zip:
Email Address	

Submitted By (Insurance Agency)	
Insurance Agency Taxpayer ID	
Agent License No. or Surplus Lines No.	
Address	Street: City: State: Zip:
NOTE: FOR NEW HAMPSHIRE APPLICANTS, PRODUCER'S NAME AND SIGNATURE ARE REQUIRED.	

Attachment - A

Shelby County Health Department
Nurse Practitioners – 11/2015

Last Name	Last Name	NP	Location
Anderson	Regina	NP	Hickory Hill
Maclin	Sheila	NP	Cawthon Clinic
Martin	Judy	NPA	Office of Nursing
McCallum	Margaret	NPA	TB Control
Porter	Vickie	NP	Family Planning
Thomas	Joyce	NPB	Southland Mall
Sobrowski	Jennifer	NP	Shelby Crossing

Attachment - B

Shelby County Health Department

November 2015

Physical Exposures

Patient Care Buildings	Area (Sq. Footage)	Age	Type of Construction	# of Floors	Fire Protection (City or County)
814 Jefferson Ave.	133,110	50	Brick	6	City
167 Washington, Collierville	1500	8	Metal	1	County
757 Galloway	18,750	36	Metal	1	City
6590 Kirby Center Cove	8,432	20	Brick	1	City
8225 Hwy 51 N. #11	1,200	21	Brick	1	County
6170 Macon Road	5,400	24	Brick	1	City
1287 Southland Mall	5,266	42	Brick	1	City
1000 Haynes	11,134	34	Brick	1	City
842 Jefferson Ave. (4 th floor rm 405, 432, 5 th floor rm.)	3,308	64	Brick	6	City
1075 Mullins Station Rd. (2 nd flr, rm 200-235, 268)	@ 5,000	@73	Brick	2	City
Vector Control 2480 Central Ave.	15,176	39	Brick	1	City
West TN Regional Forensic Center 637 Poplar Ave.	30,536	2.5 years	Brick	2	City

	877.701.0171 t 888.777.3719 f 199 Scott Swamp Road, Farmington, CT 06032	onebeaconpro.com
	Homeland Insurance Company of New York Homeland Insurance Company of Delaware (Stock companies owned by the OneBeacon Insurance Group)	
Application	MEDICAL FACILITIES AND PROVIDERS LIABILITY APPLICATION	

NOTICE: PORTIONS OF THE POLICY FOR WHICH THIS APPLICATION IS MADE MAY CONTAIN CLAIMS MADE AND REPORTED COVERAGE WHICH APPLIES ONLY TO "CLAIMS" FIRST MADE AGAINST THE "INSURED" DURING THE "POLICY PERIOD" OR ANY APPLICABLE EXTENDED REPORTED PERIOD AND REPORTED TO THE UNDERWRITER DURING THE "POLICY PERIOD" OR DURING ANY APPLICABLE EXTENDED REPORTING PERIOD. PLEASE READ THE ENTIRE APPLICATION CAREFULLY BEFORE SIGNING.

Instructions:

- If the Applicant's primary operation is an Ambulatory Surgery Center or an Urgent Care/ Walk-In Clinic, the Applicant must complete the applicable Application below in place of this Application.
 - Medical Facilities and Providers Ambulatory Surgery Center Application (HPA-30002-07-12)
 - Medical Facilities and Providers Urgent Care and Walk In Clinic Application (HPA-30003-07-12)
- If the Applicant performs or is requesting coverage for any of the following services, the Applicant must complete the applicable Supplemental Application(s) and submit such Supplemental Application(s) with this Application.
 - Ambulance Services (HPA-30006-07-12)
 - Hired and Non-Owned Auto (HPA-30007-07-12)
 - Imaging Center (HPA-30008-07-12)
 - Medical Laboratory (HPA-30009-07-12)
 - Neuromonitoring-Interoperative Services (HPA-30010-07-12)
 - Non-Medical Professional Services (HPA-30011-07-12)
 - Pharmacy Services (HPA-30012-07-12)
 - Residential Care (HPA-30013-07-12)
 - Schools (HPA-30014-07-12)

A. ACCOUNT INFORMATION	
1. Applicant Name	Shelby County Government
Doing Business As	Rape Crisis Center, 1750 Madison Ave., Suite 102, Memphis, TN 38104
Federal Employee ID.# (FEIN)	62-6000841
State of Domicile	Tennessee
2. Mailing Address	Street: 160 N. Main, Suite 800
	City: Memphis State: TN Zip: 38103
	County: Shelby Website Address: www.shelbycountyttn.gov
3. Risk Manager or Contact Person	Name/Title: Anna Whalley - contact for Rape Crisis Center; Louise Horton - Shelby County
	Email Address: anna.whalley@shelbycountyttn.gov; louise.horton@shelbycountyttn.gov
	Telephone Number: Anna Whalley, 901-222-3952; Louise Horton, 901-222-2217
4. Applicant's Legal Structure	<input type="checkbox"/> Individual <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Joint Venture <input type="checkbox"/> LLC
5. Tax Status	<input type="checkbox"/> For Profit – Private <input type="checkbox"/> For Profit – Publicly Traded <input type="checkbox"/> Not For Profit
6. Date Established	Rape Crisis Center - 1975; Shelby County, TN - 1819
7. List all States where the Applicant is operating and providing services:	Tennessee

8. Is the Applicant owned by or controlled by another entity? Yes No

If "Yes," please explain: Rape Crisis Center is a department of Shelby County Government, Division of Community Services

9. Within the past 36 months or within the next 12 months, has the Applicant or does the Applicant expect to:

- a. Merge, acquire or consolidate with another entity? Yes No
- b. Sell or divest another entity or facility? Yes No
- c. Discontinue any operations or services? Yes No
- d. Enter into any new business activities or services (including new procedures or products being offered)? Yes No

If "Yes," describe the essential terms of such transaction.

10. List below all subsidiaries, description of operations, date acquired and ownership.

Name & Address	Description of Operations	Relationship	Date Acquired	Ownership %	Retroactive Date
N/A					

(Please note that coverage for these entities is not automatically included. The policy, if issued, will determine coverage.)

11. Does the Applicant own, operate or manage any business or facilities other than the operations described in this Application? Yes No

If "Yes," please provide details, including name of entity and the Applicant's ownership interest/management role.

B. FINANCIAL AND EXPOSURE DETAILS

12. List sources and amount of total revenue

- a. Charitable Contributions
- b. Government Funding
- c. Fee for Service
- d. Other Income (Describe): _____
- e. Total Gross Revenues

Last 12 Months	Next 12 Months (Projected)
1,383,825	1,400,000

13. Does the Applicant maintain any beds for overnight occupancy? Yes No

If "Yes," please include the number of beds in the exposure section on the next page.

14. **Instructions:** Please provide projected exposure details for the next 12 Months for the Applicant and any subsidiaries or other entities seeking coverage.
Visits - Count each patient each time they enter Applicant's facility for healthcare related services. **Beds** - Use the total number of licensed beds. **Receipts** - Use gross receipts. Do not adjust this figure for items such as profits, un-collectible accounts or amounts billed but not paid.

Ambulance	Transfers	Receipts	Pharmacy (continued)	# of Rx	Receipts
Ambulance - Air		\$	Pharmacy - Infusion		\$
Ambulance - Emergent (Ground)		\$	Pharmacy - Remote Monitoring		\$
Ambulance - Non-Emergent (Ground)		\$	Pharmacy - Retail		\$
Clinical Trials/Research/Consulting	Receipts		Pharmacy - Specialty		\$
Pharmaceuticals	\$		Rehabilitation	Visits	
Medical Devices	\$		Cardiac Rehabilitation Center		
Medical/Surgical Procedures	\$		Developmental Disability		
Day Care	Daily Census		Physical/Occupational Rehabilitation		
Day Care - Adult Medical			Trauma Rehabilitation - Skilled Medical		
Day Care - Pediatric Medical			Trauma Rehabilitation - Therapy		
Other (Describe): _____			Residential Facilities	Beds	
Home Health/Hospice Care	Visits		Adolescent/Child Residential Care		
Hospice Home Care			Apartments/Independent Living		
Home Health Infusion Therapy			Assisted Living		
Home Health Personal Care/Non Medical			Group Homes		
Home Health Skilled Care			Halfway Houses/Shelters		
Home Health Rehabilitation			School - Allied Medical Professional	# Students	# Faculty
Hospice Care Facility	Beds		Nursing/PT/OT		
Inpatient			Physician Assistant, EMT, Paramedic		
Imaging/X-Ray	Procedures	Receipts	Optometry		
Imaging - CT Scans		\$	Other Student Program: _____		
Imaging - MRI Facilities		\$	Substance Abuse - Drug or Alcohol	Visits	Beds
Imaging - PET Scans		\$	Substance Abuse Counseling Outpatient		
Imaging - X-Ray Diagnostic		\$	Substance Abuse - Detoxification		
Laboratory	Receipts		Substance Abuse - Residential		
Blood/Plasma Bank	\$		Substance Abuse - Skilled Medical		
Cardiac Catheterization Laboratory	\$		Substance Abuse Methadone Program		
Clinical Pathology Laboratory	\$		Treatment Centers	Visits/Proc.	Beds
Dental Laboratory	\$		Cancer Treatment Center		
Medical Laboratory	\$		College or University Health Center		
Ocular Laboratory	\$		Community Health Center		
Optical Establishment	\$		Crisis Stabilization Center		
Organ/Tissue Bank (Direct Processing)	\$		Dialysis Treatment Center		
Organ/Tissue Bank (No Direct Processing)	\$		Health Department		
Quality Control/Reference Laboratory	\$		Radiation Therapy		
Other (Describe): _____	\$		Other (Describe): Rape Crisis Center	950	
Lithotripsy Centers	Visits	Receipts	Sleep Center	Visits	Beds
Lithotripsy Centers		\$	Sleep Center		
Medical Staffing/Nurse Registry	Receipts		Telemedicine	Patient Encounters	
Medical Staffing/Nurse Registry	\$		Telemedicine		
Mental Health/Counseling	Visits		Teleradiology: Preliminary Reads		
Mental Health/Counseling - Outpatient			Teleradiology: Final Reads		
Mental Health/Partial Hospitalization			Urgent Care/Urgicenter	Visits	
Mental Health/Day Treatment Program			Urgent Care/Urgicenter		
Pharmacy	# of Rx	Receipts	Weight Loss Center	Visits	
Pharmacy - Compounding		\$	Weight Loss Center		

15. Does the Applicant provide services to any of the following:

- | | |
|--|---|
| <input type="checkbox"/> Correctional Facility | <input type="checkbox"/> Physician Offices |
| <input type="checkbox"/> Hospital | <input type="checkbox"/> Supplemental Staffing/Nurse Registry |
| <input type="checkbox"/> Nursing Home, Assisted Living or other Residential Facility | |

16. If staffing is provided to others, what percentage of Applicant's total revenues is from staffing services? N/A %
Please indicate where staffing is provided (Percentage of revenues from staffing services):

- | | | |
|------------------------------|--------------------------------------|--------------------|
| ____ % Emergency Department | ____ % Neonatal | ____ % Pediatric |
| ____ % Intensive Care Unit | ____ % Nursing Home /Assisted Living | ____ % Psychiatric |
| ____ % Medical Surgical Unit | ____ % Obstetrical/Labor & Delivery | ____ % Other _____ |

Is training verified for all placed staff and matched for competency? Yes No

If "No," please explain:

17. What percentage of the Applicant's patients/clients are under 18 years of age? 47 %

18. Does the Applicant:

- | | |
|---|---|
| a. Prescribe medication to any patient? | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| b. Administer anesthesia (other than topical)? | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| If "Yes," what percentage of procedures require general anesthesia _____ % | |
| c. Perform any surgical procedures? | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| d. Own any biomedical or other equipment used for diagnosis, monitoring or treatment purpose? | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| If "Yes," do qualified personnel inspect and maintain the equipment on a regular basis? | |
| | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| Are manufacturers' recommendations followed for all maintenance and repair of equipment? | |
| | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |

19. Please provide information requested for each physician providing services at the Applicant's facility:

Name of Medical Director	Specialty	Insurance Carrier/Policy Number/Policy Period	Check One:	Hours Per Month
Claudette Shepherd, M.D.	Pediatric Gynecology	UT Medical Group	<input type="checkbox"/> Employee <input checked="" type="checkbox"/> Contractor	8
Physician Names	Specialty	Insurance Carrier/Policy Number/Policy Period	Check One:	Hours Per Month
			<input type="checkbox"/> Employee <input type="checkbox"/> Contractor	
			<input type="checkbox"/> Employee <input type="checkbox"/> Contractor	
			<input type="checkbox"/> Employee <input type="checkbox"/> Contractor	
			<input type="checkbox"/> Employee <input type="checkbox"/> Contractor	

Note: If coverage is requested for any physician, a supplemental application must be completed for each such physician. Coverage for any physician is not automatically included. The policy, if issued, will determine coverage.

20. Allied Health Care Professionals (Indicate number of personnel and annual hours worked in each applicable category)

	Employees		Contractors		Volunteers	
	Number of:	Annual Hours:	Number of:	Annual Hours:	Number of:	Annual Hours:
Addiction Counselor						
Case Worker or Case Manager						
Chiropractor						
Dentist						
EMT/Paramedic						
Home Health Aide/Caregiver						
Lab Technician						
Mental Health Counselor						
Nurse – RN						
Nurse – LPN/LVN						
Nurse Aide or Assistant						
Nurse Anesthetist						
Nurse Practitioner/Advance Practice Nurse	12	6419				
Occupational/Speech Therapist						
Optometrist						
Pharmacist						
Physical Therapist						
Physician						
Physician Assistant						
Podiatrist						
Psychologist						
Respiratory Therapist						
Social Worker						
Surgical Technician						
Other: _____						

21. Does the Applicant have any staff members who are not licensed or who have restricted licenses or privileges? Yes No

If "Yes," please explain:

22. Does the Applicant have written requirements that all clinical staff carry professional liability insurance? Yes No

Indicate the minimum professional liability insurance limits required for employed or contracted:

a. Physicians or surgeons:

\$ _____ Each occurrence/\$ _____ Aggregate

b. Dentists, nurse anesthetists, nurse practitioners, physician assistants and nurse midwives

\$ _____ Each occurrence/\$ _____ Aggregate

c. Allied health care professionals:

\$ _____ Each occurrence/\$ _____ Aggregate

23. Does the Applicant verify staff professional liability insurance on an annual basis? Yes No

24. LIST OF LOCATIONS:

Please list all locations associated with the Applicant and provide corresponding premises information.

Address/Occupancy	Square Footage	Age	Type of Construction	Number of Floors	Type of Fire Protection: AS = Auto. Sprinkler; H = Heat Detector; S = Smoke Detector; A = Auto. Alarm
Medical Facilities Locations					
1750 Madison Ave., Suite 102, Memphis, TN 38104	7000	39	brick	6 floors	City
Other Buildings					

GENERAL LIABILITY EXPOSURES: Complete this section (Questions 25-32) if General Liability Coverage is requested.

25. Does the Applicant sell or lease any medical equipment or products to patients or others in connection with its operations? Yes No

If "Yes," please complete the following information:

Total Annual Sales: \$ _____ Total Annual Lease/Rental Receipts: \$ _____

Category I. Expendable Items - Intended for one time usage and disposed (i.e. adhesive tape, bandages, or hypodermic needles, etc.)

Total Annual Sales: \$ _____ Total Annual Lease/Rental Receipts: \$ _____

Category II. Non-Expendable Items - Excluding diagnostic or treatment equipment or devices. This category includes, but is not limited to hospital beds, bathroom safety bars, portable toilets, patient lifts or hoists, traction apparatus, ambulatory aids such as walkers, strollers, canes, crutches, wheelchairs, etc. and prosthetic devices and I.V. stands including medical and surgical instruments unless considered diagnostic or treatment, etc.

Total Annual Sales: \$ _____ Total Annual Lease/Rental Receipts: \$ _____

Category III. Diagnostic or treatment Devices - This category includes oxygen and other medical gases used in conjunction with respiratory therapy (excluding ventilators), treatment devices or equipment NOT used to sustain life or perform critical monitoring functions. Also included are blood pressure gauges, I.V. pumps, portable EKG machines, or sending devices.

Total Annual Sales: \$ _____ Total Annual Lease/Rental Receipts: \$ _____

Category IV. Life Sustaining or Critical Life Monitoring Equipment or Devices - This category includes dialysis or heart/lung machines, apnea monitors, or any other life dependent monitors or any other equipment or devices that if they malfunction/fail could result in death or serious deterioration in a health condition.

Total Annual Sales: \$ _____ Total Annual Lease/Rental Receipts: \$ _____

26. Is the Applicant included as an additional insured under the applicable manufacturer's Products Liability Coverage?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
27. Have any of the products that the Applicant distributes been recalled? If "Yes," please provide details: ^{N/A}	<input type="checkbox"/> Yes <input type="checkbox"/> No
28. Does the Applicant have written procedures for examination and preserving any allegedly defective equipment or product?	<input type="checkbox"/> Yes <input type="checkbox"/> No
29. Does the Applicant provide preventive maintenance or repairs on medical equipment leased to others? If "Yes," please describe:	<input type="checkbox"/> Yes <input type="checkbox"/> No
30. Does the Applicant repackage or redesign any products or equipment it sells, rents or leases? If "Yes," please describe:	<input type="checkbox"/> Yes <input type="checkbox"/> No
31. Is any of the equipment or other products sold with the Applicant's company label? If "Yes," please describe:	<input type="checkbox"/> Yes <input type="checkbox"/> No
32. Does the Applicant have its own sales staff? a. If "Yes," are they trained by the manufacturer? Please attach a copy of the Applicant's policies on Sales Staff Training, Preventive Maintenance and Patient Education	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No
C. OPERATIONS AND ADMINISTRATION	
33. Is the Applicant licensed in accordance with applicable state and federal regulations? If "No," please provide a detailed explanation:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
34. Has the Applicant or other associated entity ever lost a license or been placed on probation by any governmental licensing agency? If "Yes," please explain:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
35. Is the Applicant a member of any professional organizations or associations? If "Yes," please list professional organizations or associations. Individuals are members of professional organizations.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
36. Is accreditation by any governmental body or other quality/patient safety organization available for the Applicant? If "Yes," please indicate accreditation(s) held: <input type="checkbox"/> AAAHC <input type="checkbox"/> CHAP <input type="checkbox"/> CLIA <input type="checkbox"/> JCAHO <input type="checkbox"/> Other: _____	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
37. Does the Applicant have any contractual agreements with independent contractors who provide services at its facility? If "Yes," please describe the services:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
38. Are certificates of insurance obtained from all contracted providers evidencing liability limits equal to or exceeding the Applicant's liability limits?	<input type="checkbox"/> Yes <input type="checkbox"/> No
39. Does the Applicant provide services to others on a contractual agreement? If "Yes," please describe the services and provide a copy of the contract:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

40. Does the Applicant agree to hold others harmless in any contractual agreement? If "Yes," please provide a copy of the contract.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
41. Does Legal Counsel review all contractual agreements?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
42. Is there a written, formalized Risk Management and/or Patient Safety Program?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
43. Is there a system to document and report incidents, adverse events and complaints?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
44. Are written policies and procedures in place for reporting of any suspected abuse?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
45. Has the Applicant had an incident at any facility that resulted in an allegation of sexual abuse or molestation? If "Yes," please describe details of the incident(s).	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
46. Are complete records kept on all patients or clients?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
47. Is an Informed Consent process in place?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
48. Please indicate all of the screening/hiring procedures used for professionals and others who provide patient care services for Applicant's operations:	
a. Verification of educational background	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
b. Verification of previous employers/employment history	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
c. Verification of personal references	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
d. Verification of hospital privileges for physicians and dentists If "Yes," how often does the Applicant update its list of specific privileges <u> N/A </u>	<input type="checkbox"/> Yes <input type="checkbox"/> No
f. Verification of any pending license suspensions or revocations, or any pending disciplinary actions by other facilities	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
g. Criminal background check: <input type="checkbox"/> County <input type="checkbox"/> State <input type="checkbox"/> Federal <input type="checkbox"/> None	
h. Require information on any professional liability or work related claims that have previously been made against any individual	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
i. Require information on any allegations of sexual abuse or molestation previously made against any individual	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
j. Drug/alcohol testing	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
49. Does the Applicant have written job descriptions?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
50. Before staff can provide care, is a competency based checklist used to assess and document their skills?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

D. CURRENT AND REQUESTED COVERAGE - Please note that requested coverage is not automatically provided. The policy, if issued, will determine actual coverage.

51. Requested Effective Date of Coverage 2/28/2016

52. Requested Expiration Date of Coverage 2/28/2017

53. Coverage requested: Professional Liability General Liability
 Claims Made Occurrence Claims Made Occurrence
Retroactive Date 2/28/2003 Retroactive Date _____
(If Claims Made) (If Claims Made)
 Non Owned Automobile Liability Sublimit \$ _____
(Note: Non Owned and Hired Automobile Liability Supplemental Application must be completed)
 Employee Benefit Administration Liability Retroactive Date 2/28/2003
of Employees _____

54. Limits of Liability Requested (Each Claim/Aggregate):
 \$100,000/\$300,000 \$250,000/\$750,000 \$1,000,000/\$3,000,000 \$2,000,000/\$4,000,000
 \$2,000,000/\$6,000,000 Other: _____ Excess Limits: _____ (Complete ACORD Application)

55. Deductible Requested: (Deductible applies to each and every claim and applies to any combination of claim payments and claim expenses)
 No Deductible \$5,000 \$10,000 \$25,000 \$50,000 \$100,000 Other: _____

56. Is the Applicant currently enrolled in a Patient Compensation Fund? Yes No

57. Is the Applicant requesting to include Independent Contractors as Insureds? Yes No

58. Please describe any additional insureds to be included, their interest and requested coverage.

Name & Address	Description of Operations	Interest	Coverage Desired
			<input type="checkbox"/> PL <input type="checkbox"/> GL
			<input type="checkbox"/> PL <input type="checkbox"/> GL
			<input type="checkbox"/> PL <input type="checkbox"/> GL

59. Provide the following information for Professional Liability Insurance and General Liability Insurance for the current policy year and previous three years:

Policy Period	Carrier	Limits	Ded/SIR	CM or Occ	Retroactive Date	Premium
2/28/2015 - 2/28/2016	One Beacon	1,000,000 / 3,000,000	25,000	CM / Occ	2/28/2003	40,843 + S.L. tax
2/28/2014 - 2/28/2015	One Beacon	1,000,000 / 3,000,000	25,000	CM / Occ	2/28/2003	45,900 + S.L. tax
2/28/2013 - 2/28/2014	One Beacon	1,000,000 / 3,000,000	25,000	CM / Occ	2/28/2003	49,950 + S.L. tax

E. CLAIMS HISTORY

60. MISSOURI RESIDENTS - DO NOT ANSWER. Has any insurer canceled or declined to issue Professional or General Liability insurance for the Applicant?

Yes No

If "Yes," please provide details:

SVMIC discontinued.

61. During the past five (5) years, has any claim that would fall within the scope of the proposed insurance been made against the Applicant or against any entity or individual proposed for coverage under this insurance?

Yes No

If "Yes," please provide dates of loss, claimant name, all defense and indemnity payments, all defense and indemnity reserves (if claims are open), and claim status (open/closed):

NOTE: WITHOUT PREJUDICE TO ANY OTHER RIGHTS OR REMEDIES OF THE UNDERWRITER, IT IS AGREED THAT ANY CLAIM REQUIRED TO BE DISCLOSED IN RESPONSE TO QUESTION 61 IS EXCLUDED FROM THE PROPOSED INSURANCE.

62. Is the Applicant or any entity or individual proposed for coverage under this insurance aware of any fact, circumstance, situation, transaction, event, act, error or omission which they have reason to believe may or could reasonable be foreseen to give rise to a claim that may fall within the scope of the proposed insurance?

Yes No

If "Yes," please provide details:

NOTE: WITHOUT PREJUDICE TO ANY OTHER RIGHTS OR REMEDIES OF THE UNDERWRITER, IT IS AGREED THAT ANY CLAIM ARISING FROM ANY FACT, CIRCUMSTANCE, SITUATION, TRANSACTION, EVENT, ACT, ERROR OR OMISSION REQUIRED TO BE DISCLOSED IN RESPONSE TO QUESTION 62 IS EXCLUDED FROM THE PROPOSED INSURANCE.

F. REQUIRED INFORMATION

Please attach copies of the following documents to this Application. These documents shall be considered part of this Application.

- Currently valued loss history for a minimum of the last 5 years from any and all previous carriers. The loss history should include the current year and a breakdown of total incurred losses, paid losses and outstanding losses separated by year for all coverages being requested;
- Most current audited or accountant-prepared financial statements with notes;
- If Applicant is newly formed, Pro Forma financial statements;
- Current accrediting agency (JCAHO, CARF, etc.) report with recommendations and the facility's response to any contingencies;
- Copy of the Applicant's Risk Management and Quality Improvement Plan;
- Copies of all marketing or advertising brochures used by Applicant's facilities.

G. FRAUD WARNINGS

Any person who knowingly and with intent to defraud any insurance company or another person, files an application for insurance containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto, may be guilty of committing a fraudulent insurance act, which is a crime and subjects the person to criminal and civil penalties.

NOTICE TO ALABAMA AND MARYLAND APPLICANTS: Any person who knowingly or willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly or willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

NOTICE TO ARKANSAS, MINNESOTA, AND OHIO APPLICANTS: Any person who, with intent to defraud or knowing that he/she is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud, which is a crime.

NOTICE TO COLORADO APPLICANTS: It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policy holder or claimant for the purpose of defrauding or attempting to defraud the policy holder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado division of insurance within the department of regulatory agencies.

NOTICE TO DISTRICT OF COLUMBIA APPLICANTS: WARNING: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits, if false information materially related to a claim was provided by the applicant.

NOTICE TO FLORIDA APPLICANTS: Any person who knowingly and with intent to injure, defraud or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

NOTICE TO KENTUCKY APPLICANTS: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime.

NOTICE TO LOUISIANA, NEW MEXICO AND RHODE ISLAND APPLICANTS: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to civil fines and criminal penalties.

NOTICE TO MAINE, TENNESSEE, VIRGINIA AND WASHINGTON APPLICANTS: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines, or a denial of insurance benefits.

NOTICE TO NEW JERSEY APPLICANTS: Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

NOTICE TO OKLAHOMA APPLICANTS: WARNING: Any person who knowingly and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

NOTICE TO OREGON AND TEXAS APPLICANTS: Any person who makes an intentional misstatement that is material to the risk may be found guilty of insurance fraud by a court of law.

NOTICE TO PENNSYLVANIA APPLICANTS: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

NOTICE TO PUERTO RICO APPLICANTS: Any person who knowingly and with the intent to defraud, presents false information in an insurance request form, or who presents, helps or has presented a fraudulent claim for the payment of a loss or other benefit, or presents more than one claim for the same damage or loss, will incur a felony, and upon conviction will be penalized for each violation with a fine of no less than five thousand dollars (\$5,000) nor more than ten thousand dollars (\$10,000); or imprisonment for a fixed term of three (3) years, or both penalties. If aggravated circumstances prevail, the fixed established imprisonment may be increased to a maximum of five (5) years; if attenuating circumstances prevail, it may be reduced to a minimum of two (2) years.

H. SIGNATURE AND AUTHORIZATION

The undersigned, as authorized agent of all individuals and entities proposed for this insurance, declares that, to the best of his/her knowledge and belief, after reasonable inquiry, the statements in this Application and any attachments or information submitted with this Application (together referred to as the "Application") are true and complete. For Florida accounts, the preceding sentence is replaced with the following: The undersigned, as authorized agent of all individuals and entities proposed for this insurance, represents that, to the best of his/her knowledge and belief, after reasonable inquiry, the statements in this Application and any attachments or information submitted with this Application (together referred to as the "Application") are true and complete. The information in this Application is material to the risk accepted by us. If a policy is issued it will be in reliance upon the Application, and the Application will be the basis of the contract.

We will maintain the information contained in and submitted with this Application on file and along with the Application will be considered physically attached to, part of, and incorporated into the policy, if issued. For North Carolina, Utah and Wisconsin accounts, this Application and the materials submitted with it shall become part of the policy, if issued, if attached to the policy at issuance.

We are authorized to make any inquiry in connection with this Application. Our acceptance of this Application or the making of any subsequent inquiry does not bind you or us to complete the insurance or issue a policy.

The information provided in this Application is for underwriting purposes only and does not constitute notice to us under any policy of a Claim or potential Claim.

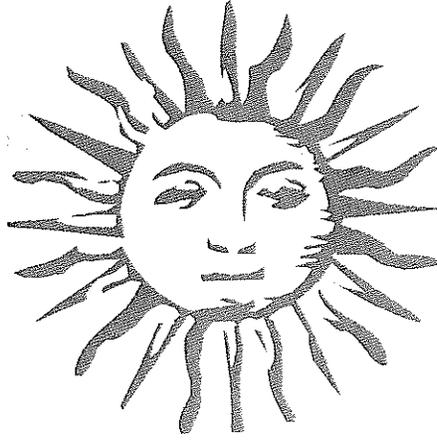
If the information in this Application materially changes prior to the effective date of the policy, you must notify us immediately and we may modify or withdraw any quotation or agreement to bind insurance.

NOTICE TO NEW YORK APPLICANTS: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.

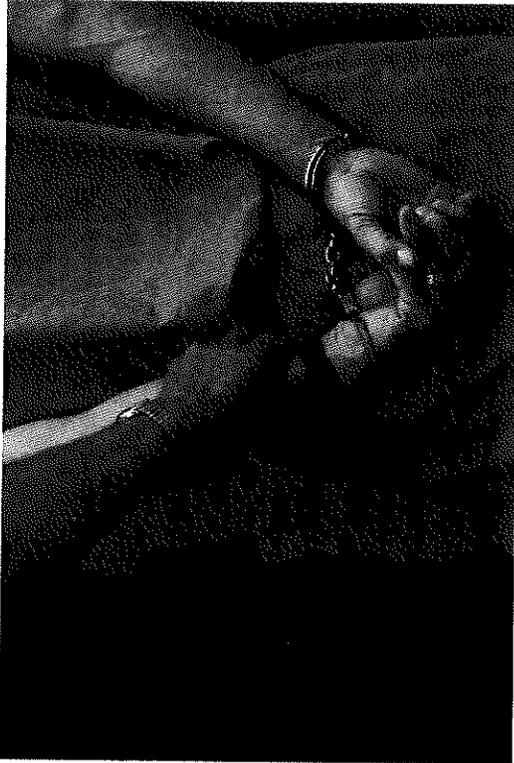
Applicant Name	Shelby County Government et al
By (Authorized Signature)	
Name/Title	Proper signed application to be completed when awarded.
Date	
NOTE: THIS APPLICATION MUST BE SIGNED BY A PARTNER, PRINCIPAL, DIRECTOR OR OFFICER OF THE APPLICANT ACTING AS THE AUTHORIZED AGENT OF ALL INDIVIDUALS AND ENTITIES PROPOSED FOR THIS INSURANCE.	

Produced By (Insurance Agent)	
Insurance Agency	
Insurance Agency Taxpayer ID	
Agent License No. or Surplus Lines No.	
Address	Street: City: State: Zip:
Email Address	

Submitted By (Insurance Agency)	
Insurance Agency Taxpayer ID	
Agent License No. or Surplus Lines No.	
Address	Street: City: State: Zip:
NOTE: FOR NEW HAMPSHIRE APPLICANTS, PRODUCER'S NAME AND SIGNATURE ARE REQUIRED.	



*Rape Crisis of Shelby County
Preserving evidence, dignity and
well-being for victims of sexual
violence for over 35 years
901-222-4350*



IF HE'S ARRESTED HE'S TESTED.

*When a person is initially arrested for rape,
that person shall undergo HIV testing immediately,
and the results shall be available to the victim
(Tenn. Code Ann. 39-13-521).*

**Rape Crisis Center Advocacy Services can help
you obtain the HIV status of your assailant.**

Call 222-4350

and ask to speak with an advocate.

Shelby County Rape Crisis Center:

**Empowering victims of rape and other
violent sex crimes for over 35 years.**

FORENSIC NURSING SERVICES

- Examination
- Evidence Collection
- Expert Testimony

ADVOCACY SERVICES

- Crisis Intervention
- Assessment
- Resource Referral
- Orientation to the Criminal Justice System
- Court Accompaniment
- Case Management

COUNSELING SERVICES

- Crisis Counseling
- Individual Psychotherapy
- Group Therapy
- Assessment and Referral

PRESERVING EVIDENCE

- Examination
- Evidence Collection
- Expert Testimony

PRESERVING DIGNITY

ADVOCACY SERVICES

- Crisis Intervention
- Assessment
- Resource Referral
- Orientation to Criminal Justice System
- Court Accompaniment
- Case Management

PRESERVING WELL-BEING

COUNSELING SERVICES

- Crisis Counseling
- Individual Psychotherapy
- Group Therapy
- Assessment and Referral

1750 Madison Avenue • Memphis, Tennessee 38104 • 901-222-4350
24 hour crisis line available

Rape Crisis Services

Forensic Nursing

- ◆ Examination
- ◆ Medical Prophylaxis
- ◆ Expert Testimony

Counseling

- ◆ Crisis Counseling
- ◆ Individual or Group Counseling
- ◆ Assessment and Referral

Advocacy

- ◆ Crisis Intervention
- ◆ Orientation to Justice System
- ◆ Court Accompaniment
- ◆ Legal System Advocacy

Outreach

- ◆ Community Education
- ◆ Professional Education

Rape Crisis Center

1750 Madison Avenue, Suite 102
Memphis, TN 38104
901.222.4350

Office Hours

8:30 – 5:00 Monday through Friday
On Call 24/7

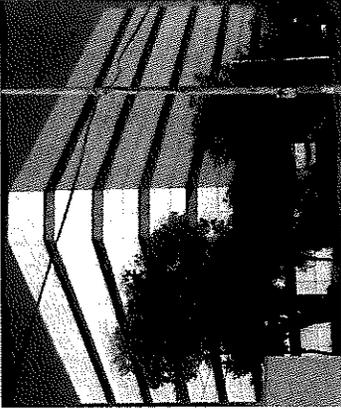
Rape Crisis Center

Empowering Victims for Over 40 years



**1750 Madison, Suite 102
Memphis, TN 38104
901.222.4350**

Rape Crisis Center



*The Rape Crisis Center is located at
1750 Madison, Suite 102.*

The Rape Crisis Center (RCC) is committed to empowering victims of any age or gender by providing the services necessary for survival and success following a sexual assault.

It is important to report sexual assault immediately.

- ◆ Allows for the collection of forensic evidence used to prosecute
- ◆ Assures the victim immediate safety and medical services
- ◆ Minimizes emotional and physical trauma
- ◆ Allows law enforcement to pursue and prosecute the assailant more effectively.

Treatment

During the initial visit to the center, the victim will be met by a Sexual Assault Advocate and a Sexual Assault Nurse Examiner (SANE.) The SANEs at the RCC all have advanced nursing licenses and provide medical crisis intervention, document information about the assault including injuries, collect evidence and give prophylactic medications. The Advocate provides crisis intervention, information and support during the initial visit and offers support and guidance as the case progresses through the justice system.

Recovery

Victims are offered free and confidential counseling to help them and their families manage the emotional impact of an assault. RCC counselors are trained to help victims understand and cope with the range of emotions that often follow sexual victimization. Most victims find that even brief counseling helps them feel better and enables them to cope better as they move toward the future.

Prosecution

Successful prosecution of sexual assault offenders empowers both the victim and the community. The RCC does everything in its power to ensure justice for the victim from the first time a victim steps through the doors—evidence from the crime is collected, documented and sent for analysis. The Sexual Assault Advocate guides, educates and supports victims through the legal system ensuring they are aware of case developments.

Education

RCC provides educational programs for any community or professional group. Training is designed to strengthen knowledge and to share strategies for safer choices and lifestyles.

Rape Crisis Center

1750 Madison Avenue, Suite 102
Memphis, TN 38104
901.222.4350

ATTACHMENT 4

Account Experience Report

Shelby County Government dba Shelby County Health
Department

Account Number: 5135

Report Date: 12/11/2015
Data as of: 12/10/2015

For External Use Only

Policy Period	# of Claims	OBPL Reserve	OBPL Paid	OBPL Incurred
2/29/2012-2/28/2013, MFL-1041-12	0	\$0.00	\$0.00	\$0.00
2/28/2013-2/28/2014, MFL-1575-13	0	\$0.00	\$0.00	\$0.00
2/28/2014-2/28/2015, MFL-2266-14	0	\$0.00	\$0.00	\$0.00
2/28/2015-2/28/2016, MFL-004517-0215	0	\$0.00	\$0.00	\$0.00
Total All Years	0	\$0.00	\$0.00	\$0.00

Policy Period	Retrn/Ded Reserve	Retrn/Ded Paid	Retrn/Ded Incurred	Total Reserve	Total Paid	Total Incurred
2/29/2012-2/28/2013, MFL-1041-12	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2/28/2013-2/28/2014, MFL-1575-13	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2/28/2014-2/28/2015, MFL-2266-14	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2/28/2015-2/28/2016, MFL-004517-0215	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total All Years	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Account Experience Report In Selection of Medical Facilities

Primary Retrn/Ded Displayed: Yes; Excess Retrn/Ded Displayed: N/A

Account Experience Report

Shelby County Government dba Shelby County Health
Department

Account Number: 5135

Report Date: 12/11/2015
Data as of: 12/10/2015

Policy Number: MFL-1041-12 Policy Period: 2/29/2012 to 2/28/2013

No Claims Exist

PerClaimDed	AggDed	PerClaimLimit	AgglLimit
\$25,000.00	N/A	\$1,000,000.00	\$3,000,000.00

Account Experience Report

Shelby County Government dba Shelby County Health
Department

Account Number: 5135

Report Date: 12/11/2015
Data as of: 12/10/2015

Policy Number: MFL-1575-13 Policy Period: 2/28/2013 to 2/28/2014

No Claims Exist

PerClaimDed	AggDed	PerClaimLimit	AggLimit
\$25,000.00	N/A	\$1,000,000.00	\$3,000,000.00

Account Experience Report

Shelby County Government dba Shelby County Health
Department

Account Number: 5135

Report Date: 12/11/2015
Data as of: 12/10/2015

Policy Number: MFL-2266-14 Policy Period: 2/28/2014 to 2/28/2015

No Claims Exist

PerClaimDed	AggDed	PerClaimLimit	AggLimit
\$25,000.00	N/A	\$1,000,000.00	\$3,000,000.00

Account Experience Report

Shelby County Government dba Shelby County Health
Department

Account Number: 5135

Report Date: 12/11/2015
Data as of: 12/10/2015

Policy Number: MFL-004517-0215 Policy Period: 2/28/2015 to 2/28/2016

No Claims Exist

PerClaimDed	AggDed	PerClaimLimit	AggLimit
\$25,000.00	N/A	\$1,000,000.00	\$3,000,000.00

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No Representation or Warranty is Made with respect to the Information Contained Herein*

ATTACHMENT 5

RE: Medical Facilities Liability Coverage Shelby County Government dba Shelby County Health Department		Policy
02.12.2015	Account No: 5135	Policy No: MFL-004517-0215

Homeland Insurance Company of New York
 1000 Woodbury Road, Suite 403
 Woodbury, NY 11797

OneBeacon
 PROFESSIONAL INSURANCE®

(hereinafter referred to as the "Underwriter")

Policy Number: MFL-004517-0215

DECLARATIONS

**MEDICAL FACILITIES AND PROVIDERS
 PROFESSIONAL LIABILITY, GENERAL LIABILITY AND EMPLOYEE BENEFIT LIABILITY POLICY**

THE COVERAGE AFFORDED BY THIS POLICY DIFFERS IN SOME RESPECTS FROM THAT AFFORDED BY OTHER POLICIES. PLEASE READ THIS POLICY CAREFULLY.

ITEM 1. FIRST NAMED INSURED Name and Principal Address: Shelby County Government dba Shelby County Health Department 160 N. Main, Suite 800 Memphis, TN 38103		
ITEM 2. POLICY PERIOD: (a) Inception Date: February 28, 2015 (b) Expiration Date: February 28, 2016 Both dates at 12:01 a.m. at the Principal Address in ITEM 1.		
ITEM 3. COVERAGE/TYPE/RETROACTIVE DATE(S)		
<u>Coverage</u>	<u>Type</u>	<u>Retroactive Date</u>
A. Healthcare Professional Liability	Claims-Made	February 28, 2003
B. General Liability	Occurrence	N/A
C. Employee Benefit Liability	Claims Made	February 28, 2003
D. Evacuation Expense	Expense Reimbursement	N/A
E. Legal/Media Expense	Expense Reimbursement	As Per Insuring Agreement (A)
ITEM 4. LIMIT(S) OF LIABILITY; DEDUCTIBLE/SELF-INSURED RETENTION		
A. Healthcare Professional Liability		
Each Claim		\$1,000,000
Aggregate for all Claims		\$3,000,000
Deductible <input checked="" type="checkbox"/> Self-Insured Retention <input type="checkbox"/>		
Per Claim		\$25,000
Aggregate		N/A

B. General Liability	
Each Claim	\$1,000,000
Products and Completed Operations Hazard	Included
Damage to Rented Premises.....	\$100,000
Aggregate for all Claims	\$3,000,000
Deductible <input checked="" type="checkbox"/> Self-Insured Retention <input type="checkbox"/>	
Per Claim	\$25,000
Aggregate.....	N/A
C. Employee Benefit Liability	
Each Claim	\$1,000,000
Aggregate for all Claims	\$3,000,000
Deductible <input checked="" type="checkbox"/> Self-Insured Retention <input type="checkbox"/>	
Per Claim	\$1,000
Aggregate	N/A
D. Evacuation Expense	
Each Evacuation	Not Covered
Aggregate for all Evacuations	Not Covered
E. Legal/Media Expense	
Each Legal Defense Proceeding	\$25,000
Aggregate for all Legal Defense Proceeding	\$25,000

ITEM 5. COVERED OPERATIONS/SERVICES:
 See Endorsement HPE-30032-10-08

ITEM 6. PREMIUM

- A. Policy Premium: \$40,843 5% Tennessee Excess & Surplus Lines Tax \$2,042.15
- B. Minimum Earned Premium: 25% of Policy Premium shown above.
- This Policy provides coverage for acts of terrorism as defined in the Terrorism Risk Insurance Act of 2002 (the "Act"). The premium attributable to this coverage is \$0
- This Policy specifically excludes coverage for acts of terrorism as defined in the Act.

ITEM 7. EXTENDED REPORTING PERIOD OPTION(S):

60 Months at 200% of Full Annual Premium

"Full Annual Premium" means the amount set forth in ITEM 6 above including any premium adjustments made during the Policy Period.

This insurance contract is with an insurer not licensed to transact insurance in this state and is issued and delivered as a surplus line coverage pursuant to the Tennessee insurance statutes.

ITEM 8. ALL NOTICES REQUIRED TO BE GIVEN TO THE UNDERWRITER UNDER GENERAL CONDITION (C) OF THE POLICY MUST BE ADDRESSED TO:

Chief Claims Officer
OneBeacon Professional Insurance
199 Scott Swamp Road
Farmington, CT 06032
OBPIClaims@onebeaconpro.com

ALL OTHER NOTICES REQUIRED TO BE GIVEN TO THE UNDERWRITER UNDER THIS POLICY MUST BE ADDRESSED TO:

OneBeacon Professional Insurance
199 Scott Swamp Road
Farmington, CT 06032

ITEM 9. POLICY FORM AND ENDORSEMENTS ATTACHED AT ISSUANCE:

HPF-30001-03-13	Medical Facilities and Providers Professional Liability, General Liability and Employee Benefit Liability Policy
HPE-00002-07-08	Delete Evacuation Expense Reimbursement Coverage
HPE-00006-07-08	Medical Expenses for Bodily Injury
HPE-00010-07-08	Additional Named Insured Entity
HPE-00017-07-08	Additional Insured Mortgagee, Landlord or Lessor
HPE-00061-02-11	Sexual Misconduct Coverage
HPE-00077-05-14	Conditional Exclusion of Terrorism
HPE-30032-10-08	Specific Covered Operations/ Services
HPE-30039-03-13	Schedule of Insured Locations
HPE-30065-03-13	HIPAA Violation Reimbursement Coverage

These Declarations, the completed signed Application, and the Policy (together with any and all endorsements thereto) shall constitute the entire agreement between the Underwriter and the Insured(s).

Homeland Insurance Company of New York

By:



Its Authorized Representative

02.12.2015

Date:

PORTIONS OF THIS POLICY PROVIDE CLAIMS MADE AND REPORTED COVERAGE, WHICH APPLIES ONLY TO CLAIMS FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD OR AN APPLICABLE EXTENDED REPORTING PERIOD AND REPORTED IN ACCORDANCE WITH THIS POLICY'S REPORTING PROVISIONS. PLEASE READ THIS POLICY CAREFULLY.

In consideration of the payment of the premium, and in reliance on all statements made and information furnished to the Underwriter, and subject to all of the terms and conditions of this Policy (including all endorsements hereto), the Underwriter and the **Insured** agree as follows:

I. INSURING AGREEMENTS

(A) Claims Made Professional Liability Insurance:

The Underwriter will pay up to the applicable Limit of Liability shown in ITEM 4.A. of the Declarations on behalf of the **Insured** any **Loss** that the **Insured** is legally obligated to pay as a result of any covered **Claim** for a **Professional Services Wrongful Act** happening on or after the **Retroactive Date**; provided, that the **Claim** is first made against the **Insured** during the **Policy Period** or applicable Extended Reporting Period and reported to the Underwriter in accordance with GENERAL CONDITION (C) of this Policy.

(B) Occurrence-Based General Liability Insurance:

The Underwriter will pay up to the applicable Limit of Liability shown in ITEM 4.B. of the Declarations on behalf of the **Insured** any **Loss** which the **Insured** is legally obligated to pay as a result of a covered **Claim** alleging **Bodily Injury, Property Damage, Advertising Injury** or **Personal Injury** that is caused by an **Occurrence** that takes place during the **Policy Period**; provided, that the **Claim** is reported to the Underwriter in accordance with GENERAL CONDITION (C) of this Policy.

(C) Claims Made Employee Benefit Liability Insurance:

The Underwriter will pay up to the Limit of Liability shown in ITEM 4.C. of the Declarations on behalf of the **Insured** any **Loss** that the **Insured** is legally obligated to pay as a result of any covered **Claim** for an **Employee Benefit Wrongful Act** happening on or after the **Retroactive Date**; provided, that the **Claim** is first made against the **Insured** during the **Policy Period** or applicable Extended Reporting Period and reported to the Underwriter in accordance with GENERAL CONDITION (C) of this Policy.

(D) Evacuation Expense Reimbursement Insurance:

Upon satisfactory proof of payment by the **Named Insured**, the Underwriter will reimburse the **Named Insured** up to the amount set forth in ITEM 4.D. of the Declarations for **Evacuation Expenses** actually paid by the **Named Insured** in connection with an **Evacuation** that occurs during the **Policy Period**; provided, that such **Evacuation Expenses** are incurred by the **Named Insured** no later than sixty (60) days after the Expiration Date or earlier cancellation date of this Policy and reported to the Underwriter in accordance with GENERAL CONDITION (C) of this Policy.

(E) Legal/Media Expense Reimbursement Insurance:

Upon satisfactory proof of payment by the **Named Insured**, the Underwriter will reimburse the **Named Insured** up to the amount set forth in ITEM 4.E. of the Declarations for **Legal/Media Expenses**

actually paid by the **Insured** in connection with a **Legal Defense Proceeding** first brought against the **Insured** during the **Policy Period**; provided, that:

- (1) such **Legal Defense Proceeding** arises out of **Professional Services** rendered by the **Insured** on or after the **Retroactive Date** applicable to the **Insured** against whom/which such **Legal Defense Proceeding** is brought; and
- (2) such **Legal Defense Proceeding** is reported to the Underwriter in accordance with GENERAL CONDITION (C) of this Policy.

(F) Defense and Supplementary Payments:

The Underwriter has the right and duty to defend any **Claim** that is covered by INSURING AGREEMENTS (A), (B), and (C) of this Policy, even if any of the allegations of such **Claim** are groundless, false or fraudulent. In addition to the Limits of Liability for INSURING AGREEMENTS (A), (B), and (C), the Underwriter will pay **Defense Expenses** and will:

- (1) pay the premium on any bond to release attachments for an amount not in excess of the Limits of Liability for INSURING AGREEMENTS (A), (B), and (C) of this Policy and the premium on any appeal bond required in any defended suit, provided, that the Underwriter will not be obligated to apply for or furnish any such bond;
- (2) pay all costs imposed against the **Insured** in any such suit;
- (3) provide a legal defense and pay **Defense Expenses** for any arbitration, mediation or other alternative dispute proceeding if:
 - (a) the dispute at issue is a **Claim** covered by this Policy, and
 - (b) the **Insured** provides notice of the proceeding as required by GENERAL CONDITION (C) of this Policy; and
- (4) pay reasonable expenses, plus loss of earnings due to time off from work, incurred by an **Insured** as a result of being a defendant or co-defendant in a **Claim** or at the Underwriter's request, but not to exceed:
 - (a) \$500 per day per **Insured**; and
 - (b) \$12,500 per **Claim**.

II. DEFINITIONS

(A) "Administration" means:

- (1) giving advice or counsel to **Employees** or their beneficiaries concerning their rights or interest with respect to **Employee Benefit Programs**;
- (2) determining the eligibility of **Employees** to participate in **Employee Benefit Programs**;
- (3) interpreting the provisions of **Employee Benefit Programs**;
- (4) handling and keeping records and processing of claims in connection with **Employee Benefit Programs**; and
- (5) effecting enrollment, termination or cancellation of **Employees** under **Employee Benefit Programs**.

- (B) **"Advertisement"** means a notice that is broadcast or published to the general public or specific market segments about the **Insured's** goods, products or services, for the purpose of attracting customers or supporters. For purposes of this Definition:
- (1) notice that is broadcast or published includes material placed on the Internet or similar means of electronic communication; and
 - (2) with regard to websites, only that part of a website that is about the **Insured's** goods, products or services, for the purpose of attracting customers or supporters, will be considered an **Advertisement**.
- (C) **"Advertising Injury"** means injury arising out of one or more of the following offenses:
- (1) the **Insured's** use of another's advertising idea in an **Advertisement**;
 - (2) the **Insured's** use of another's copyright, trade dress or slogan in an **Advertisement**; or
 - (3) the **Insured's** infringement upon another's copyright, trade dress or slogan in an **Advertisement**.
- (D) **"Auto"** means:
- (1) a land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
 - (2) any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged.
- Auto** does not include **Mobile Equipment**.
- (E) **"Bodily Injury"** means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time; mental anguish; and mental injury.
- (F) **"Claim"** means any written notice received by an **Insured** that any person or entity intends to hold an **Insured** responsible for a **Wrongful Act** or an **Occurrence**.
- (G) **"Covered Contract"** means any lease of premises; sidetrack agreement; elevator maintenance agreement; easement or license agreement; or contract or agreement specifically added as a **Covered Contract** by written endorsement to this Policy, under which the **Named Insured** assumes the tort liability of another to pay damages for **Bodily Injury** or **Property Damage** covered by this Policy that is sustained by others.
- (H) **"Defense Expenses"** means the reasonable fees of attorneys, experts and consultants and costs and expenses incurred in the investigation, adjustment, defense or appeal of a **Claim** with the approval or at the direction of the Underwriter; provided, that **Defense Expenses** shall not include:
- (1) remuneration, salaries, overhead, fees, loss of earning reimbursement or benefit expenses of an **Insured**;
 - (2) any amounts incurred in defense of a **Claim** for which any other insurer has a duty to defend, regardless of whether such other insurer undertakes such duty; or
 - (3) any benefits under an **Employee Benefit Program**.

- (I) **"Employee"** means any person who has an assigned work schedule for and is on the regular payroll of the **Named Insured**, with federal and state taxes withheld. Independent contractors are not **Employees**. An **Employee's** status as an **Insured** shall be determined as of the date of the **Occurrence** or **Wrongful Act** upon which a **Claim** involving the **Employee** is based.
- (J) **"Employee Benefit Programs"** means any group life insurance, group accident and health insurance, profit sharing plans, pension plans, **Employee** stock subscription plans, workers' compensation, unemployment insurance, social security and disability benefits insurance or any other similar plan under the **Administration** of the **Named Insured** for the benefit of its **Employees**.
- (K) **"Employee Benefit Wrongful Act"** means any actual or alleged act, error or omission, or series of acts, errors or omissions, by an **Insured** in the **Administration** of an **Employee Benefit Program**.
- (L) **"Employment Practices"** means any of the following: breach of any employment contract; failure or refusal to hire or employ; dismissal, discharge, reduction in force, downsizing or termination of employment, whether actual or constructive; demotion, reassignment, failure or refusal to promote, or deprivation of career opportunity; discipline of **Employees**; evaluation of **Employees**; discrimination or harassment of any kind or on any basis including, but not limited to, discrimination, limitation, segregation or classification based on race, sex, marital status, ancestry, physical or mental handicaps, age, sexual preference, pregnancy or religion or other status that is protected under any applicable federal, state or local statute or ordinance affecting any present or former **Employee** or applicant for employment; humiliation or defamation of any present or former **Employee** or applicant for employment; retaliatory treatment against an **Employee** arising out of the **Employee's** attempted or actual exercise of the **Employee's** rights under the law; employment-related misrepresentations; or failure to implement appropriate workplace or employment policies or procedures.
- (M) **"Evacuation"** means the removal from one or more of the **Named Insured's** facilities to any other location of fifteen (15) or more patients or residents in such facility(ies) as a result of any natural or man-made occurrence that, in the reasonable judgment of the **Named Insured's** management, causes or could potentially cause such facility(ies) to be unsafe for such patients or residents.
- (N) **"Evacuation Expenses"** means reasonable costs incurred by the **Named Insured** in connection with an **Evacuation**, including costs associated with transporting, lodging and providing meals to patients or residents who have been evacuated. **Evacuation Expenses** shall not include any remuneration, salaries, overhead or benefit expenses of the **Named Insured**.
- (O) **"First Named Insured"** means the entity designated as such in ITEM 1 of the Declarations.
- (P) **"Good Samaritan Acts"** means emergency medical treatment provided by an **Insured**, without remuneration, at the scene of an accident, medical crisis or disaster.
- (Q) **"Hostile Fire"** means a fire which becomes uncontrollable or breaks out from where it was intended to be contained; provided, that **Hostile Fire** does not include any fire that originates at any site operating as a waste disposal facility or waste storage facility.
- (R) **"Impaired Property"** means tangible property, other than **Insured Product** or **Insured Work**, that cannot be used or is not useful because:
- (1) it incorporates **Insured Product** or **Insured Work** that is known or thought to be defective, deficient, inadequate or dangerous; or
 - (2) the **Named Insured** has failed to fulfill the terms of any contract or agreement.
- (S) **"Insured"** means any of the following:
- (1) the **Named Insured**;

- (2) any **Employee** or **Volunteer**, but only when such **Employee** or **Volunteer** is acting within the capacity and scope of his or her duties as such;
- (3) the **Named Insured's** medical directors, department heads, or chiefs of staff, but only while acting within the scope and capacity of their duties as such for the **Named Insured**;
- (4) any member of a duly authorized board or committee of the **Named Insured**;
- (5) solely with respect to and limited to coverage afforded under INSURING AGREEMENT (A), the lawful spouses of individual **Insureds** and, in the event of the death, incapacity, or bankruptcy of an individual **Insured**, the estates, heirs, legal representatives or assigns of such individual **Insured**;
- (6) any person enrolled as a student in a formal training program offered by the **Named Insured**, but only when such person is acting within the capacity and scope of his or her duties as such;
- (7) any person hired or retained by the **Named Insured** to provide language interpretation services in connection with the provision of **Medical Services**;
- (8) any member or partner of a joint venture or partnership specifically listed as a **Named Insured** in Schedule A to this Policy, but only with respect to such member or partner's liability arising out of such joint venture or partnership;
- (9) any member of a **Named Insured** that is a limited liability company, but only when named in a **Claim** by reason of such member's ownership interest in such **Named Insured** and only to the extent of such ownership interest; and
- (10) any driver or operator of **Mobile Equipment**, but only when operating **Mobile Equipment** at the direction and with the permission of the **Named Insured**;

provided, that **Insured** shall not include any person who is an intern, resident, physician, surgeon, dentist, psychiatrist, nurse anesthetist, nurse midwife, podiatrist or chiropractor while rendering **Medical Services**, whether such person is an **Employee**, **Volunteer** or student.

(T) "**Insured Product**" means:

- (1) any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (a) the **Named Insured**;
 - (b) others trading under the name of the **Named Insured**; or
 - (c) a person or an organization whose business or assets the **Named Insured** has acquired; and
- (2) containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products. **Insured Product** includes:
 - (a) warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of the **Insured Product**; and
 - (b) the providing of or failure to provide warnings or instructions.

Insured Product does not include vending machines or other property rented to, or located for the use

of, others but not sold.

(U) **"Insured Work"** means:

- (1) work or operations performed by the **Named Insured** or on the **Named Insured's** behalf; and
- (2) materials, parts or equipment furnished in connection with such work or operations. **Insured Work** includes:
 - (a) warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of the **Insured Work**; and
 - (b) the providing of or failure to provide warnings or instructions.

(V) **"Legal Defense Proceeding"** means: (1) a hearing or disciplinary action against an **Insured** before a state or other licensing board or governmental regulatory body; (2) a civil or criminal proceeding in which the **Insured** is not a defendant but has been ordered to offer deposition testimony regarding treatment rendered to a **Patient**; or (3) a civil or criminal proceeding in which the **Insured** is not a party but has received a subpoena for record production regarding treatment rendered to a **Patient**.

(W) **"Legal/Media Expenses"** means reasonable fees and costs of attorneys, experts and consultants incurred by the **Insured** in the investigation and defense of a **Legal Defense Proceeding**. **Legal/Media Expenses** also include reasonable costs incurred by the **Insured** in the management of public relations with respect to a **Legal Defense Proceeding**, including reasonable fees and costs of third-party media consultants. **Legal/Media Expenses** shall not include any remuneration, salaries, overhead, fees, loss of earning reimbursement or benefit expenses of an **Insured**.

(X) **"Loss"** means:

- (1) for the purposes of INSURING AGREEMENTS (A), (B) and (C), any damages, settlements, judgments or other amounts (including punitive or exemplary damages if insurable under the applicable law most favorable to the insurability thereof) in excess of the applicable deductible or self-insured retention, if any, stated in ITEM 4 of the Declarations which an **Insured** is legally obligated to pay as a result of a **Claim**;
- (2) for the purposes of INSURING AGREEMENT (D), **Evacuation Expenses**;
- (3) for the purposes of INSURING AGREEMENT (E), **Legal/Media Expenses**.

Loss shall not include:

- (a) **Defense Expenses**;
- (b) the multiple portion of any multiplied damage award;
- (c) fines, penalties, sanctions, fees, government payments or taxes;
- (d) amounts owed to any provider of **Medical Services** under any contract;
- (e) restitution, return or disgorgement of fees, profits, charges for products or services rendered, capitation payments, premium or any other funds allegedly wrongfully held or obtained;
- (f) benefits under an **Employee Benefit Program**;
- (g) relief or redress in any form other than monetary compensation or monetary damages, including without limitation the cost of complying with any injunctive, declaratory or administrative relief;

- (h) the payment, satisfaction or writing off of any medical bills or charges by an **Insured**; or
 - (i) matters which are uninsurable under applicable law.
- (Y) **"Managed Care Services"** means services or activities performed in the administration or management of health care plans; advertising, marketing or selling health care plans or health care products; handling, investigating or adjusting claims for benefits or coverages under health care plans; or establishing health care provider networks.
- (Z) **"Medical Services"** means health care, medical care, or treatment provided to any individual, including without limitation any of the following: medical, surgical, dental, psychiatric, mental health, chiropractic, osteopathic, nursing, or other professional health care; the furnishing or dispensing of medications, drugs, blood, blood products, or medical, surgical, dental, or psychiatric supplies, equipment, or appliances in connection with such care; the furnishing of food or beverages in connection with such care; the providing of counseling or other social services in connection with such care; and the handling of, or the performance of post-mortem examinations on, human bodies.
- (AA) **"Mobile Equipment"** means any of the following types of land vehicles, including any attached machinery or equipment:
- (1) bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
 - (2) vehicles maintained for use solely on or next to premises owned or rented by an **Insured**;
 - (3) vehicles that travel on crawler treads;
 - (4) vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - (a) power cranes, shovels, loaders, diggers or drills, or
 - (b) road construction or resurfacing equipment such as graders, scrapers or rollers;
 - (5) vehicles not described in clauses (1)-(4) above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - (a) air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - (b) cherry pickers and similar devices used to raise or lower workers; and
 - (6) vehicles not described in clauses (1)-(4) above maintained primarily for purposes other than the transportation of persons or cargos.

Mobile Equipment does not include:

- (i) self-propelled vehicles with the following types of permanently attached equipment:
 - (aa) equipment designed primarily for:
 - (AA) snow removal;
 - (BB) road maintenance but not construction or resurfacing; or

- (CC) street cleaning;
 - (bb) cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
 - (cc) air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - (ii) any land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged.
- (BB) "**Mold**" means mold, mildew, spores, mycotoxins, fungi, organic pathogens or other micro organisms of any type, nature or description whatsoever.
- (CC) "**Named Insured**" means the **First Named Insured** and each other entity listed as a **Named Insured** in Schedule A to this Policy.
- (DD) "**Occurrence**" means:
- (1) with respect to **Bodily Injury** or **Property Damage**, an accident, including continuous or repeated exposure to substantially the same harmful conditions, which results in injury or damage neither expected nor intended by the **Insured**; and
 - (2) with respect to **Advertising Injury** or **Personal Injury**, a covered offense as set forth in DEFINITIONS (C) or DEFINITIONS (FF) of this Policy.
- (EE) "**Patient**" means any person or human body admitted or registered to receive **Medical Services** from an **Insured**, whether on an inpatient, outpatient or emergency basis.
- (FF) "**Personal Injury**" means injury, other than **Bodily Injury**, arising out of one or more of the following offenses:
- (1) false arrest, detention or imprisonment;
 - (2) malicious prosecution;
 - (3) the wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies by or on behalf of its owner, landlord or lessor;
 - (4) oral or written publication of material that slanders or libels a person or an organization or disparages a person's or an organization's goods, products or services; or
 - (5) oral or written publication of material that violates a person's right of privacy.
- (GG) "**Personally Identifiable Health Information**" means a natural person's name used in combination with his/her confidential health care or other medical information, including "protected health information" as defined in the Health Insurance Portability and Accountability Act of 1996, as amended, and any rules or regulations promulgated thereunder. **Personally Identifiable Health Information** does not include information that is lawfully available to the general public, including but not limited to information from any federal, state or local governmental or regulatory agency or entity.
- (HH) "**Policy Period**" means the period from the Inception Date of this Policy stated in ITEM 2(a) of the Declarations to the Expiration Date of this Policy stated in ITEM 2(b) of the Declarations or to any earlier cancellation date of this Policy.

- (II) **"Pollutant"** means smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, medical waste, waste materials (including materials which are intended to be or have been recycled, reconditioned or reclaimed) or other irritants, pollutants or contaminants. **Pollutant** does not include smoke, fumes, vapor or soot emanating from equipment used to heat or cool a building owned or operated by the **Named Insured**.
- (JJ) **"Products and Completed Operations Hazard"** means **Bodily Injury** and **Property Damage** occurring away from premises owned or rented by the **Insured** and arising out of **Insured Product** or **Insured Work**, except:
- (1) products that are still in the **Insured's** physical possession; and
 - (2) work that has not yet been completed or abandoned; provided that work will be deemed completed at the earliest of the following times:
 - (a) when that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project;
 - (b) when all of the work called for in the **Insured's** contract has been completed; or
 - (c) when all of the work to be done at the job site has been completed if the **Insured's** contract calls for work at more than one job site.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed work.

Products and Completed Operations Hazard does not include **Bodily Injury** or **Property Damage** arising out of:

- (i) the transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by the **Insured**, and that condition was created by the loading or unloading of that vehicle by an **Insured**; or
- (ii) the existence of tools, uninstalled equipment, or abandoned or unused materials.

(KK) **"Professional Services"** means:

- (1) **Medical Services** in connection with the Covered Operations/Services set forth in ITEM 5 of the Declarations;
- (2) **Good Samaritan Acts**;
- (3) the activities of an **Insured** as a member of a board or committee of the **Named Insured**, or as a member of any committee of the medical or professional staff of the **Named Insured**, when engaged in **Utilization Review**;
- (4) the activities of an **Insured** as a member of a formal accreditation, standards review or similar professional board or committee, including executing the directives of such board or committee; or
- (5) reviewing the quality of **Medical Services** or providing quality assurance on behalf of the **Named Insured**.

(LL) **"Professional Services Wrongful Act"** means:

- (1) any actual or alleged act, error or omission, or series of acts, errors or omissions, by an **Insured** in rendering, or failing to render, **Professional Services**;
- (2) any actual or alleged act, error or omission, or series of acts, errors or omissions, by any person other than an **Insured** in rendering, or failing to render, **Medical Services**, but only for an **Insured's** vicarious liability with regard to such **Medical Services**. In no event shall this Policy provide coverage for the direct liability of any person other than an **Insured** for the rendering of, or failure to render, **Medical Services**; or
- (3) any inadvertent:
 - (a) publication of **Personally Identifiable Health Information**; or
 - (b) utterance of confidential health care or other medical information, of a **Patient** by an **Insured** while providing **Medical Services** to such **Patient**.

(MM) "**Property Damage**" means:

- (1) physical injury to tangible property, including all resulting loss of use of that property; provided, that such loss of use shall be deemed to have occurred at the time of the physical injury that caused it; or
- (2) loss of use of tangible property that is not physically injured; provided, that such loss of use shall be deemed to occur at the time of the **Occurrence** that caused it. **Property Damage** shall not include loss of use of tangible property that results from any actual or alleged theft.

(NN) "**Related Claims**" means all **Claims** based upon, arising out of, directly or indirectly resulting from, in consequence of, in any way involving, or in any way having a common nexus of the same or related facts, circumstances, situations, transactions, or events, or the same or related series of facts, circumstances, situations, transactions or events.

(OO) "**Retroactive Date**" means the applicable date(s) set forth in ITEM 3 of the Declarations.

(PP) "**Utilization Review**" means the process of evaluating the appropriateness or necessity of **Medical Services** provided or to be provided by an **Insured**. **Utilization Review** shall include prospective review of proposed **Medical Services**, concurrent review of ongoing **Medical Services**, and retrospective review of already rendered **Medical Services**. **Utilization Review** does not include services or activities performed in the administration or management of health care plans.

(QQ) "**Volunteer**" means a person who provides his or her services or labor to the **Named Insured**, and whose activities are supervised and directed by the **Named Insured**, but who is not compensated for such services and labor. No **Employee** or physician shall be considered a **Volunteer**.

(RR) "**Wrongful Act**" means any **Professional Services Wrongful Act** or **Employee Benefit Wrongful Act**.

III. EXCLUSIONS

(A) Exclusions Applicable to INSURING AGREEMENT (A):

In addition to the EXCLUSIONS listed under (D) below, no coverage will be available under INSURING AGREEMENT (A), and the Underwriter will not pay any **Loss** or **Defense Expenses**, for any **Claim** based upon, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving any actual or alleged:

- (1) **Professional Services Wrongful Act** that happened before the **Retroactive Date**;
- (2) **Bodily Injury** or **Property Damage**, except to the extent such **Claim** arises out of a **Professional Services Wrongful Act**;
- (3) **Advertising Injury** or **Personal Injury**, except to the extent that such injury relates to the rendering of, or failure to render, **Professional Services**;
- (4) **Employee Benefit Wrongful Act**;
- (5) rendering of, or failure to render, **Medical Services** by any **Insured** or any person for whom an **Insured** is vicariously liable:
 - (a) while the **Insured's** or such person's license to practice is or was not active;
 - (b) in violation of any restriction imposed or placed upon the **Insured's** or such person's license; or
 - (c) if such **Medical Services** fall outside the scope of the **Insured's** or such person's license;
- (6) rendering of, or failure to render, **Medical Services** by any person other than an **Insured**; except this EXCLUSION (A)(6) will not apply to an **Insured's** vicarious liability with regard to such **Medical Services**; or
- (7) treatment of any **Patient** with any drug, medical device, or biologic or radiation-emitting product not approved by the U.S. Food and Drug Administration.

(B) Exclusions Applicable to INSURING AGREEMENT (B):

In addition to the EXCLUSIONS listed under (D) below, no coverage will be available under INSURING AGREEMENT (B), and the Underwriter will not pay any **Loss** or **Defense Expenses**, for any **Claim** based upon, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving any actual or alleged:

- (1) **Occurrence** that happened before the Inception Date set forth in ITEM 2 of the Declarations;
- (2) **Professional Services Wrongful Act**;
- (3) injury to a **Patient**; except this EXCLUSION (B)(3) shall not apply to any **Claim** based upon, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving: fire or lightning; windstorm or hail; explosion; riot, including riot attending a strike or civil commotion; smoke; vandalism or malicious mischief; sprinkler leakage; elevator malfunction; earthquake or flood; or structural collapse of a building;
- (4) **Bodily Injury, Property Damage, Personal Injury** or **Advertising Injury** expected or intended from the standpoint of any **Insured**; except for **Bodily Injury** resulting from use of reasonable force to protect persons or property;
- (5) **Personal Injury** or **Advertising Injury** arising out of oral or written publication of material:
 - (a) if done by or at the direction of an **Insured** with knowledge of its falsity; or
 - (b) whose first publication took place before the Inception Date set forth in ITEM 2 of the Declarations;

- (6) **Advertising Injury** arising out of any false, incorrect or misleading description of the price of goods, products or services;
- (7) **Employee Benefit Wrongful Act;**
- (8) **Bodily Injury or Property Damage** for which an **Insured** is or may be held liable by reason of:
 - (a) causing or contributing to the intoxication of any person;
 - (b) the furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
 - (c) any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages;

except this EXCLUSION (B)(8) will not apply if the **Insured** is not in the business of manufacturing, selling or distributing alcoholic beverages;

- (9) **Bodily Injury or Property Damage** arising out of:
 - (a) the transportation of **Mobile Equipment** by, in or on an **Auto** owned or operated by, or rented or loaned to, any **Insured**; or
 - (b) the use of **Mobile Equipment** in, or while in practice or preparation for, any prearranged racing, speed, demolition or stunt activity;
- (10) **Bodily Injury or Property Damage** arising from any consequence, direct or indirect, of war, invasion, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, strike, riot or civil insurrection;
- (11) **Property Damage** to:
 - (a) property the **Insured** owns, rents or occupies;
 - (b) premises sold, given away or abandoned by the **Named Insured**, if the **Property Damage** arises out of any part of those premises;
 - (c) property loaned to the **Insured**;
 - (d) personal property in the care, custody or control of the **Insured**;
 - (e) that particular part of real property on which the **Insured**, or any contractor or subcontractor working directly or indirectly on the **Insured's** behalf, is performing operations, if the **Property Damage** arises out of those operations;
 - (f) that particular part of any property that must be restored, repaired or replaced because the **Insured's Work** was incorrectly, poorly or improperly performed on it; or
 - (g) property which is being transported by the **Insured** by automobile, **Mobile Equipment** or team, including the loading and unloading thereof;

EXCLUSION (B)(11)(a) above does not apply to any **Claim** for **Property Damage** resulting from any fire caused by the **Insured's** negligence and occurring on premises rented by the **Insured** or temporarily occupied by the **Insured** with the permission of the owner of such premises, up

to the "Damage to Rented Premises" Limit of Liability set forth in ITEM 4.B. of the Declarations;

EXCLUSIONS (B)(11)(a), (c) and (d) above do not apply to any **Claim for Property Damage** (other than damage caused by fire) to premises, including the contents of such premises, rented to the **Insured** for a period of seven (7) or fewer consecutive days, up to the "Damage to Rented Premises" Limit of Liability set forth in ITEM 4.B. of the Declarations.

EXCLUSION (B)(11)(b) above does not apply if the premises are **Insured Work** and were never occupied, rented or held for rental by the **Named Insured**;

EXCLUSIONS (B)(11)(c), (d), (e), and (f) above do not apply to liability assumed under a sidetrack agreement; and

EXCLUSION (B)(11)(f) above does not apply to **Property Damage** included in the **Products and Completed Operations Hazard**;

- (12) **Property Damage** to the **Insured Product** arising out of it or any part of it;
- (13) **Property Damage** to **Insured Work** arising out of it or any part of it and included in the **Products and Completed Operations Hazard**; except if the damaged work or the work out of which the damage arises was performed on behalf of the **Named Insured** by a subcontractor;
- (14) **Property Damage** to **Impaired Property** or property that has not been physically injured, arising out of:
 - (a) defect, deficiency, inadequacy or dangerous condition in **Insured Product** or **Insured Work**; or
 - (b) a delay or failure by an **Insured** or anyone acting on the **Named Insured's** behalf to perform a contract or an agreement in accordance with its terms; except this EXCLUSION (B)(14)(b) does not apply to the loss of use of other property arising out of sudden and accidental physical injury to **Insured Product** or **Insured Work** after it has been put to its intended use;
- (15) damages claimed for any loss, cost or expense incurred by the **Named Insured** or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:
 - (a) **Insured Product**;
 - (b) **Insured Work**; or
 - (c) **Impaired Property**, if such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it;
- (16) injury or damage arising in whole or in part, either directly or indirectly, out of asbestos, regardless whether the asbestos is:
 - (a) airborne as a fiber or particle;
 - (b) contained in a product;
 - (c) carried or transmitted on clothing or by any other means; or

- (d) contained in or a part of:
 - (i) any building;
 - (ii) any building material;
 - (iii) any insulation product; or
 - (iv) any component part of any building, building material or insulation product;
- (17) (a) exposure to, or the manifestation, release, dispersal, seepage, migration, discharge, appearance, presence, reproduction or growth of, **Mold**;
- (b) fee, cost, expense or charge to test, monitor, clean up, remediate, mitigate, remove, contain, treat, detoxify, neutralize, rehabilitate, or in any other way respond to or assess the effect(s) of **Mold**; or
- (c) fee, cost, expense, charge, fine or penalty incurred, sustained or imposed by order, direction, request or agreement of any court, governmental agency, regulatory body or civil, public or military authority in connection with or in any way relating to **Mold**;
- (18) (a) exposure to, or generation, storage, manifestation, transportation, discharge, emission, release, dispersal, seepage, migration, escape, appearance, presence, reproduction, growth of, treatment, removal or disposal of, any **Pollutant**, including any threat thereof, except where such exposure, generation, storage, manifestation, transportation, discharge, emission, release, dispersal, seepage, migration, escape, appearance, presence, reproduction, growth, treatment, removal or disposal was caused by an unintentional fire or any heat, smoke or fumes issuing from such unintentional fire;
- (b) fee, cost, expense or charge to test, monitor, clean up, remediate, mitigate, remove, contain, treat, detoxify, neutralize or rehabilitate any **Pollutant**; or
- (c) fee, cost, expense, charge, fine or penalty incurred, sustained or imposed by order, direction, request or agreement of any court, governmental agency, regulatory body or civil, public or military authority in connection with or in any way relating to any **Pollutant**;

except this EXCLUSION (B)(18) will not apply to any **Claim** for **Bodily Injury** or **Property Damage** caused by heat, smoke or fumes from a **Hostile Fire**;

- (19) nuclear reaction, nuclear radiation, radioactive contamination, or radioactive substance; or
- (20) violation of the Telephone Consumer Protection Act, the CAN-SPAM Act of 2003, the Fair Credit Reporting Act, the Fair and Accurate Credit Transaction Act, all as may be amended, or any other federal, state or local statutory or common law that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information, or any rules or regulations promulgated thereunder.

(C) Exclusions Applicable to INSURING AGREEMENT (C):

In addition to the Exclusions listed in EXCLUSION (D) below, no coverage will be available under INSURING AGREEMENT (C), and the Underwriter will not pay any **Loss** or **Defense Expenses**, for any **Claim** based upon, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving any actual or alleged:

- (1) **Employee Benefit Wrongful Act** that happened before the **Retroactive Date**;
- (2) **Advertising Injury, Bodily Injury, Personal Injury or Property Damage**;
- (3) failure of performance by any insurer;
- (4) failure of securities or other investments to perform as represented or advice given to an **Employee** to participate or not to participate in stock subscription or other benefit programs; provided, that for purposes of this EXCLUSION (C)(4), "security" means a security of any nature whatsoever including, without limitation, stocks, shares, bonds, debentures, options, derivatives, partnership interests, limited liability company interests, any other form of debt or equity instrument and any other forms of ownership interest;
- (5) insufficiency of funds to meet any obligations of **Employee Benefit Programs**; or
- (6) **Professional Services Wrongful Act**.

(D) Exclusions Applicable to All INSURING AGREEMENTS:

Except as otherwise expressly provided in this Policy, this Policy does not apply to, and the Underwriter will not pay **Loss** or **Defense Expenses**, for any **Claim** based upon, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving any actual or alleged:

- (1) act, error, omission or **Wrongful Act** if any **Insured**, on or before the Inception Date set forth in ITEM 2 of the Declarations, knew or reasonably could have foreseen that such act, error, omission or **Wrongful Act** might result in a **Claim**.

If, however, this Policy is a renewal of one or more policies previously issued by the Underwriter to the **First Named Insured**, and the coverage provided by the Underwriter to the **First Named Insured** was in effect, without interruption, for the entire time between the inception date of the first such other policy and the Inception Date of this Policy, the reference in this EXCLUSION (D)(1) to the Inception Date will be deemed to refer instead to the inception date of the first policy under which the Underwriter began to provide the **First Named Insured** with the continuous and uninterrupted coverage of which this Policy is a renewal;

- (2) act, error, omission, **Wrongful Act**, event, suit or demand which was the subject of any notice given under:
 - (a) any medical professional liability or similar policy of insurance or plan or program of self-insurance, with respect to any **Claim** otherwise covered under INSURING AGREEMENT (A);
 - (b) any general liability or similar policy of insurance or plan or program of self-insurance, with respect to any **Claim** otherwise covered under INSURING AGREEMENT (B); or
 - (c) any employee benefit liability or similar policy of insurance or plan or program of self-insurance, with respect to any **Claim** otherwise covered under INSURING AGREEMENT (C);

in effect prior to the Inception Date set forth in ITEM 2 of the Declarations;

- (3) violation of any federal, state or local antitrust, restraint of trade, unfair competition, or price-fixing law, or any rules or regulations promulgated thereunder, or any involvement in any agreement or conspiracy to restrain trade, except for any **Claim** otherwise covered under INSURING AGREEMENT (A) arising out of the rendering of, or failure to render, **Medical Services**;

- (4) dishonest, fraudulent, criminal or intentionally malicious act, error or omission by an **Insured**; any willful violation of law, statute, rule or regulation by an **Insured**; or the gaining of any profit, remuneration or advantage by an **Insured** to which such **Insured** was not legally entitled, including, but not limited to, health care fraud; provided, however, that no such act of one **Insured** will be imputed to any other **Insured** who was not aware of and did not participate in such act;
- (5) **Bodily Injury or Property Damage** arising out of the ownership, maintenance, use, operation or entrustment to others of any aircraft, **Auto** or watercraft or the loading or unloading thereof; except this EXCLUSION (D)(5) will not apply to any **Claim** for a **Professional Services Wrongful Act** in connection with the loading or unloading of any **Patient** from any aircraft or **Auto**;
- (6) obligation of an **Insured** pursuant to any workers' compensation, unemployment compensation, disability benefits or similar law;
- (7) obligation which an **Insured** has assumed under a written or oral contract or agreement; except this EXCLUSION (D)(7) will not apply to:
 - (a) liability an **Insured** would have had in the absence of such contract or agreement; or
 - (b) liability assumed by the **Named Insured** under a **Covered Contract**;
- (8) **Claim** made by or for the benefit of, or in the name or right of, one current or former **Insured** against another current or former **Insured**; except this EXCLUSION (D)(8) will not apply to any **Claim** for:
 - (a) the rendering of, or failure to render, **Medical Services** otherwise covered under INSURING AGREEMENT (A) of this Policy; or
 - (b) any **Employee Benefit Wrongful Act** otherwise covered under INSURING AGREEMENT (C) of this Policy;
- (9) discrimination of any kind on any basis, including, but not limited to, discrimination, limitation, segregation or classification based on race, sex, marital status, ancestry, physical or mental handicaps, age, sexual preference, pregnancy, religion or other status that is protected under any applicable federal, state or local statute or ordinance, including any discrimination in the rendering of, or failure to render, **Professional Services**;
- (10) **Employment Practices**;
- (11) liability of any "Acquired Entity" described in GENERAL CONDITION (F) or its individual **Insureds** acting in their capacity as such for any **Claim, Occurrence**, fact, circumstance, situation, transaction, event or **Wrongful Act** or series of **Claims, Occurrences**, facts, circumstances, situations, transactions, events or **Wrongful Acts** happening before the date such entity became an "Acquired Entity;"
- (12) (a) unauthorized, unlawful, or unintentional taking, obtaining, accessing, using, disclosing, distributing, disseminating, transmitting, gathering, collecting, acquiring, corrupting, damaging, destroying, deleting, or impairing of any information or data of any kind, including but not limited to any health care or other medical information or **Personally Identifiable Health Information**; provided, that this EXCLUSION (D)(12)(a) shall not apply to any **Claim** for a **Professional Services Wrongful Act** as defined in DEFINITION (LL)(3);

- (b) failure or inability of any computer, computer component (including but not limited to any hardware, network, terminal device, data storage device, input and output device, or back up facility), application, program, software, code, or script of any kind (a "System") to perform or function as planned or intended, including but not limited to any failure or inability of any System to prevent any hack, virus, contaminant, worm, trojan horse, logic bomb, or unauthorized or unintended accessing or use involving any System; or
- (c) creation, development, design, manufacture, programming, leasing, licensing, distribution, assembly, installation, alteration, modification, or sale of any computer, computer component (including but not limited to any hardware, network, terminal device, data storage device, input and output device, or back up facility), application, program, software, code, script, or data of any kind;
- (13) liability of any individual or entity acting as an independent contractor for an **Insured**; except this EXCLUSION (D)(13) will not apply to any **Claim** otherwise covered under INSURING AGREEMENT (A) for the **Insured's** vicarious liability with regard to such independent contractor;
- (14) infringement of any right of patent, service mark, trademark, copyright, title or slogan; except this EXCLUSION (D)(14) will not apply to liability of an **Insured** for infringement of copyright, trade dress or slogan in an **Advertisement**;
- (15) liability of any **Insured** for **Managed Care Services**; except this EXCLUSION (D)(15) will not apply to liability of an **Insured** for **Professional Services**;
- (16) evaluation of any provider of **Medical Services** by an **Insured** for purposes of selecting, employing, contracting with or credentialing such provider of **Medical Services**, if such **Claim** is made by or on behalf of any such provider of **Medical Services**;
- (17) **Claim** made by or on behalf of any federal, state or local governmental or regulatory agency or entity, including but not limited to any **Claim** alleging health care fraud and abuse or violation of the Health Insurance Portability and Accountability Act of 1996 or the Health Information Technology for Economic and Clinical Health Act, all as may be amended, or any rules or regulations promulgated thereunder; or
- (18) violation of the Employee Retirement Income Security Act of 1974 (ERISA), the Fair Labor Standards Act (except the Equal Pay Act), the National Labor Relations Act, the Worker Adjustment and Retraining Notification Act, the Consolidated Omnibus Budget Reconciliation Act, the Occupational Safety and Health Act, all as may be amended, or any similar federal, state or local statutory or common law, or any rules or regulations promulgated thereunder; except this EXCLUSION (D)(18) will not apply to any **Claim** arising out of the rendering of, or failure to render, **Medical Services**, which is otherwise covered under INSURING AGREEMENT (A) of this Policy and for which reimbursement for such services was received from health care plans covered by such statutes, rules or regulations.

IV. GENERAL CONDITIONS

(A) Limits of Liability

- (1) Insuring Agreement (A) – Professional Liability
 - (a) The "Each Claim" amount stated in ITEM 4.A. of the Declarations will be the Underwriter's maximum Limit of Liability for all **Loss** resulting from each **Claim** or **Related Claims** for which this Policy provides coverage under INSURING AGREEMENT (A).

- (b) The "Aggregate for all Claims" amount stated in ITEM 4.A. of the Declarations will be the Underwriter's maximum Limit of Liability for all **Loss** resulting from all **Claims** or **Related Claims** for which this Policy provides coverage under INSURING AGREEMENT (A).
- (2) Insuring Agreement (B) – General Liability
- (a) The "Each Claim" amount stated in ITEM 4.B. of the Declarations will be the Underwriter's maximum Limit of Liability for all **Loss** resulting from each **Claim** or **Related Claims** for which this Policy provides coverage under INSURING AGREEMENT (B).
 - (b) The Underwriter's Limits of Liability for **Claims** alleging **Bodily Injury** or **Property Damage** included in the **Products and Completed Operations Hazard** shall be equal to, part of, and not in addition to, the "Each Claim" and "Aggregate for all Claims" amounts stated in ITEM 4.B. of the Declarations.
 - (c) The "Damage to Rented Premises" amount stated in ITEM 4.B. of the Declarations will be the Underwriter's maximum aggregate Limit of Liability for all (i) **Claims** for **Property Damage** resulting from any and all fires caused by the **Insured's** negligence and occurring on premises rented to the **Insured** or temporarily occupied by the **Insured** with the permission of the owner of such premises and (ii) **Claims** for **Property Damage** (other than damage caused by fire) to premises, including the contents of such premises, rented to the **Insured** for a period of seven (7) or fewer consecutive days. Such amount shall be part of, and not in addition to, the "Aggregate for all Claims" amount stated in ITEM 4.B. of the Declarations.
 - (d) The "Aggregate for all Claims" amount stated in ITEM 4.B. of the Declarations will be the Underwriter's maximum Limit of Liability for all **Loss** resulting from all **Claims** or **Related Claims** for which this Policy provides coverage under INSURING AGREEMENT (B).
- (3) Insuring Agreement (C) – Employee Benefit Liability
- (a) The "Each Claim" amount stated in ITEM 4.C. of the Declarations will be the Underwriter's maximum Limit of Liability for all **Loss** resulting from each **Claim** or **Related Claims** for which this Policy provides coverage under INSURING AGREEMENT (C).
 - (b) The "Aggregate for all Claims" amount stated in ITEM 4.C. of the Declarations will be the Underwriter's maximum Limit of Liability for all **Loss** resulting from all **Claims** or **Related Claims** for which this Policy provides coverage under INSURING AGREEMENT (C).
- (4) Insuring Agreement (D) – Evacuation Expense
- (a) The "Each Evacuation" amount stated in ITEM 4.D. of the Declarations will be the Underwriter's maximum Limit of Liability for all **Loss** resulting from each **Evacuation** for which this Policy provides coverage under INSURING AGREEMENT (D).
 - (b) The "Aggregate for all Evacuations" amount stated in ITEM 4.D. of the Declarations will be the Underwriter's maximum Limit of Liability for all **Loss** resulting from all **Evacuations** for which this Policy provides coverage under INSURING AGREEMENT (D).
- (5) Insuring Agreement (E) – Legal/Media Expense

- (a) The "Each Legal Defense Proceeding" amount stated in ITEM 4.E. of the Declarations will be the Underwriter's maximum Limit of Liability for all **Loss** resulting from each **Legal Defense Proceeding** for which this Policy provides coverage under INSURING AGREEMENT (E).
- (b) The "Aggregate for all Legal Defense Proceedings" amount stated in ITEM 4.E. of the Declarations will be the Underwriter's maximum Limit of Liability for all **Loss** resulting from all **Legal Defense Proceedings** for which this Policy provides coverage under INSURING AGREEMENT (E).
- (6) Each Limit of Liability described in paragraphs (1) through (5) above shall apply regardless of the time of payment by the Underwriter, the number of persons or entities included within the definition of **Insured**, or the number of claimants, and regardless of whether such **Claim** or **Related Claims** is/are first made during the **Policy Period** or during any Extended Reporting Period.
- (7) (a) The **Insured** shall be responsible for payment in full of the applicable deductible or self-insured retention stated in ITEM 4 of the Declarations, and the Underwriter's obligation to pay **Loss** or **Defense Expenses** under this Policy shall be excess of such deductible or self-insured retention; provided, that no deductible or self-insured retention shall apply to (i) **Claims for Property Damage** resulting from any fire caused by the **Insured's** negligence and occurring on premises rented to the **Insured** or temporarily occupied by the **Insured** with the permission of the owner of such premises or (ii) **Claims for Property Damage** (other than damage caused by fire) to premises, including the contents of such premises, rented to the **Insured** for a period of seven (7) or fewer consecutive days, and which are subject to the "Damage to Rented Premises" Limit of Liability set forth in ITEM 4.B. of the Declarations. The applicable deductible or self-insured retention shall apply to each **Claim** or **Related Claims** (subject to the applicable aggregate deductible or self-insured retention amount, if any), and shall be eroded (or exhausted) by the **Insured's** payment of **Loss** or **Defense Expenses**. The Underwriter shall have no obligation whatsoever, either to the **Insured** or any other person or entity, to pay all or any portion of the applicable deductible or self-insured retention on behalf of the **Insured**. The Underwriter shall, however, at its sole discretion, have the right and option to do so, in which event the **Insured** will repay the Underwriter any amounts so paid.
- (b) If a "Deductible" is selected under any Insuring Agreement in ITEM 4 of the Declarations, any amounts paid within such deductible will reduce, and may exhaust, the applicable Limits of Liability for such Insuring Agreement.
- If a "Self-Insured Retention" is selected under any Insuring Agreement in ITEM 4 of the Declarations, any amounts paid within such self-insured retention will not reduce the applicable Limits of Liability for such Insuring Agreement.
- (8) All **Insureds** under this Policy share the Limits of Liability. In no event will the number of **Insureds** involved in a **Claim** or **Related Claims** increase the applicable Limit of Liability.
- (9) In the event a **Claim** under this Policy involves more than one (1) Insuring Agreement hereunder, it is understood and agreed that only one (1) deductible or self-insured retention and one (1) Limit of Liability will apply to such **Claim**, which shall be the highest applicable "Each Claim" Limit of Liability stated in ITEM 4 of the Declarations and the deductible or self-insured retention corresponding to such Limit of Liability.
- (10) If any **Claim** made against the **Insureds** gives rise to coverage both under this Policy and under any other policy or policies issued by the Underwriter or any affiliate of the Underwriter, the Underwriter's and, if applicable, such affiliate's maximum aggregate limit of liability under all such

policies for all **Loss** in respect of such **Claim** will not exceed the largest single available limit of liability under any such policy, including this Policy. In no event will more than one policy issued by the Underwriter respond to a **Claim**.

(B) Related Claims Deemed Single Claim:

All **Related Claims**, whenever made, shall be deemed to be a single **Claim**, regardless of:

- (1) the number of **Related Claims**;
- (2) the number or identity of claimants;
- (3) the number or identity of **Insureds** involved or against whom **Related Claims** have been or could be made;
- (4) whether the **Related Claims** are asserted in a class action or otherwise; and
- (5) the number and timing of the **Related Claims**, even if the **Related Claims** comprising such single **Claim** were made in more than one **Policy Period**.

All **Related Claims** will be treated as a single **Claim** made when the earliest of such **Related Claims** was first made, or when the earliest of such **Related Claims** is treated as having been made in accordance with GENERAL CONDITION (C)(2) below, whichever is earlier.

(C) Reporting of Claims, Occurrences and Circumstances:

- (1) If, during the **Policy Period** or any Extended Reporting Period, any **Claim** for a **Wrongful Act** under INSURING AGREEMENT (A) or (C) is first made against an **Insured**, as a condition precedent to its right to any coverage under this Policy, the **Insured** shall give the Underwriter written notice of such **Claim** as soon as practicable thereafter, but in no event later than:
 - (a) thirty (30) days after the Expiration Date or earlier cancellation date of this Policy; or
 - (b) the expiration of any Extended Reporting Period.

Timely and sufficient notice by one **Insured** of a **Claim** shall be deemed timely and sufficient notice for all **Insureds** involved in the **Claim**. Such notice shall give full particulars of the **Claim**, including, but not limited to: a description of the **Claim** and **Wrongful Act**; the identity of the patient, all potential claimants and the health care provider(s) and any **Insureds** involved; a description of the injury or damages that resulted from such **Wrongful Act**; information on the time, place and nature of the **Wrongful Act**; and the manner in which the **Insured** first became aware of such **Wrongful Act**.

- (2) If during the **Policy Period** an **Insured** first becomes aware of any **Wrongful Act** that may subsequently give rise to a **Claim** under INSURING AGREEMENT (A) or (C) and:
 - (a) gives the Underwriter written notice of such **Wrongful Act** with full particulars as soon as practicable thereafter but in any event before the Expiration Date or earlier cancellation date of this Policy; and
 - (b) requests coverage under INSURING AGREEMENT (A) or (C) of this Policy for any **Claim** subsequently arising from such **Wrongful Act**;

then any **Claim** not otherwise excluded by this Policy subsequently made against the **Insured** arising out of such **Wrongful Act** shall be treated as if it had been first made during the **Policy Period**. Full particulars shall include, but are not limited to: a description of the **Wrongful Act**;

the identity of the patient, all potential claimants and the health care provider(s) and any **Insureds** involved; information on the time, place and nature of the **Wrongful Act**; the manner in which the **Insured** first became aware of such **Wrongful Act**; and the reasons the **Insured** believes the **Wrongful Act** is likely to result in a **Claim**.

- (3) If any **Claim** alleging **Bodily Injury, Property Damage, Advertising Injury** or **Personal Injury** that is caused by an **Occurrence** under INSURING AGREEMENT (B) is first made against an **Insured**, as a condition precedent to its right to any coverage under this Policy, the **Insured** shall give the Underwriter written notice of such **Claim** as soon as practicable thereafter. Timely and sufficient notice by one **Insured** of a **Claim** shall be deemed timely and sufficient notice for all **Insureds** involved in the **Claim**. Such notice shall give full particulars of the **Claim**, including, but not limited to: a description of the **Claim** and **Occurrence**; the identity of all potential claimants and any **Insureds** involved; a description of the injury or damages that resulted from such **Occurrence**; information on the time, place and nature of the **Occurrence**; and the manner in which the **Insured** first became aware of such **Occurrence**.

If an **Insured** becomes aware of an **Occurrence** that may subsequently give rise to a **Claim** under INSURING AGREEMENT (B), the **Insured** shall give the Underwriter written notice of such **Occurrence** as soon as practicable thereafter. Such notice shall include a description of the **Occurrence**; the identity of all potential claimants and any **Insureds** involved; a description of the injury or damages that resulted from such **Occurrence**; information on the time, place and nature of the **Occurrence**; the manner in which the **Insured** first became aware of such **Occurrence**; and the reasons the **Insured** believes such **Occurrence** is likely to result in a **Claim**.

- (4) As a condition precedent to its right to any reimbursement under INSURING AGREEMENT (D) of this Policy, the **Named Insured** shall provide the Underwriter written proof of payment of **Evacuation Expenses** as soon as practicable, but in no event later than sixty (60) days after the Expiration Date or earlier cancellation date of this Policy.
- (5) As a condition precedent to its right to any reimbursement under INSURING AGREEMENT (E) of this Policy:
- (a) the **Insured** shall provide the Underwriter written notice of any **Legal Defense Proceeding** as soon as practicable, but in no event later than thirty (30) days after the **Insured** first receives notice of such **Legal Defense Proceeding**; and
- (b) the **Named Insured** shall provide the Underwriter written proof of payment of **Legal/Media Expenses** in connection with such **Legal Defense Proceeding** within sixty (60) days of the **Insured's** payment of such **Legal/Media Expenses**.

(D) Defense and Settlement:

- (1) No **Insured** shall, except at its own cost, incur any expense, make any payment, admit liability for, assume any obligation, or settle any **Claim** without the Underwriter's written consent. With respect to any **Claim**, the Underwriter will have the right to investigate, direct the defense, and conduct settlement negotiations it deems appropriate. The Underwriter may make any settlement of any **Claim** which it deems appropriate.
- (2) The Underwriter will have no obligation to pay **Loss** or **Defense Expenses**, or continue to direct the defense of any **Insured**, after the applicable Limit of Liability has been exhausted by the payment of **Loss**.
- (3) If both **Loss** covered by this Policy and **Loss** not covered by this Policy are incurred, either because a **Claim** made against the **Insureds** includes both covered and uncovered matters, or because a **Claim** is made against both **Insureds** and others not included within the definition of

"Insured" set forth in DEFINITION (S) above, the **Insureds** and the Underwriter agree to use their best efforts to determine a fair and proper allocation of all such amounts. The Underwriter's obligation to pay **Loss** under this Policy shall relate only to those sums allocated to the **Insureds**. In making such determination, the parties shall take into account the relative legal and financial exposures of, and relative benefits obtained in connection with the defense and/or settlement of the **Claim** by the **Insureds** and others. In the event that the Underwriter and the **Insureds** do not reach an agreement with respect to an allocation, then the Underwriter shall be obligated to make an interim payment of the amount of **Loss** which the parties agree is not in dispute until a final amount is agreed upon or determined pursuant to the provisions of this Policy and applicable law.

(E) Territory:

This Policy applies to **Wrongful Acts** or **Occurrences** taking place anywhere in the world. **Claim** or suit must be made against an **Insured**, however, in the United States of America, including its territories or possessions, Puerto Rico, or Canada.

(F) Mergers, Acquisitions or Newly Created Entities:

If, during the **Policy Period**, the **Named Insured** acquires or creates another entity or subsidiary or becomes a member of a joint venture or partner in a partnership, or if the **Named Insured** merges or consolidates with another entity such that the **Named Insured** is the surviving entity (any such acquired, created, merged or consolidated entity an "Acquired Entity"), then for a period of sixty (60) days after the effective date of the transaction, such Acquired Entity shall be included within the term "**Named Insured**" with respect to **Wrongful Acts** or **Occurrences** happening after the effective date of the transaction. Upon the expiration of the sixty (60) day period, there will be no coverage under this Policy for any **Claim** in any way involving the Acquired Entity or its **Insureds** unless within such sixty (60) day period:

- (1) the **Named Insured** gives the Underwriter such information regarding the transaction as the Underwriter requests; and
- (2) the Underwriter has specifically agreed by written endorsement to this Policy to provide coverage with respect to such Acquired Entity and its **Insureds**, and the **Named Insured** accepts any terms, conditions, exclusions or limitations, including payment of additional premium, as the Underwriter, in its sole discretion, imposes in connection with the transaction.

For purposes of this GENERAL CONDITION (F), "subsidiary" means any entity for which the **Named Insured** owns or possesses fifty percent (50%) of the issued and outstanding capital stock, or has or controls the right to elect or appoint more than fifty percent (50%) of the directors or trustees.

(G) Sales or Dissolution of Insured Entities; Cessation of Business:

- (1) If, during the **Policy Period**:
 - (a) the **First Named Insured** is dissolved, sold, acquired by, merged into, or consolidated with another entity such that the **First Named Insured** is not the surviving entity; or
 - (b) any person, entity, or affiliated group of persons or entities obtains:
 - (i) ownership or possession of fifty percent (50%) or more of the issued and outstanding capital stock of the **First Named Insured**; or
 - (ii) the right to elect or appoint more than fifty percent (50%) of the **First Named Insured's** directors or trustees; or

- (c) the **First Named Insured** ceases to do business for any reason;

(any of which events is referred to as a "Transaction" in this GENERAL CONDITION (G)) coverage under this Policy shall continue in full force and effect until the Expiration Date or any earlier cancellation date, but this Policy shall apply only to **Occurrences** or **Wrongful Acts** happening before the effective date of such Transaction. This Policy will not apply to, and the Underwriter will not pay any **Loss** or **Defense Expenses** for, any **Claim** based upon, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving, any **Occurrence** or **Wrongful Act** happening on or after the effective date of such Transaction. It is further understood and agreed that if such a Transaction occurs during the **Policy Period**, then no coverage will be available for any **Evacuation** that occurs on or after the effective date of such Transaction or any **Legal Defense Proceeding** that is first brought against an **Insured** on or after the effective date of such Transaction.

- (2) If, during the **Policy Period**, any **Named Insured**, other than the **First Named Insured**, is involved in an event described in paragraph (1) above, then solely with respect to such **Named Insured** and its **Insureds**, coverage under this Policy for **Occurrences** or **Wrongful Acts** happening before the effective date of such event shall continue in full force and effect until the Expiration Date or any earlier cancellation date and this Policy will not apply to, and the Underwriter will not pay any **Loss** or **Defense Expenses** for, any **Claim** based upon, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving, any **Occurrence** or **Wrongful Act** happening on or after the effective date of such event. It is further understood and agreed that if any **Named Insured**, other than the **First Named Insured**, is involved in an event described in paragraph (1) above during the **Policy Period**, then solely with respect to such **Named Insured** and its **Insureds**, no coverage will be available for any **Evacuation** that occurs on or after the effective date of such event or any **Legal Defense Proceeding** that is first brought against an **Insured** on or after the effective date of such event.

(H) Extended Reporting Period for INSURING AGREEMENTS (A) and (C):

If this Policy is canceled for any reason other than fraud, misrepresentation or non-payment of premium or is not renewed by the Underwriter or the **First Named Insured**, an additional period of time during which **Claims** made under INSURING AGREEMENTS (A) and (C) of this Policy may be reported (an "Extended Reporting Period") shall be made available as described in this GENERAL CONDITION (H), but any such Extended Reporting Period shall apply only to **Claims** for **Wrongful Acts** committed or allegedly committed before the effective date of such cancellation or non-renewal (the "Termination Date") or the date of any conversion of coverage under GENERAL CONDITION (G), whichever is earlier. No Extended Reporting Period shall in any way increase the Underwriter's Limits of Liability as stated in ITEM 4 of the Declarations, and the Underwriter's Limit of Liability for **Claims** made during any Extended Reporting Period shall be part of, and not in addition to, the Limits of Liability stated in ITEM 4 of the Declarations. The Extended Reporting Period will apply as follows:

- (1) An Extended Reporting Period of sixty (60) days, beginning as of the Termination Date, will apply automatically and requires no additional premium; provided, that such Extended Reporting Period will remain in effect only as long as no other policy of insurance is in effect that would apply to any **Claim** made during such Extended Reporting Period.
- (2) The **First Named Insured** may purchase an additional Extended Reporting Period for one of the periods of time stated in ITEM 7 of the Declarations by notifying the Underwriter in writing of its intention to do so no later than thirty (30) days after the Termination Date. The additional premium for this additional Extended Reporting Period shall be equal to the applicable amount stated in ITEM 7 of the Declarations and must be paid no later than thirty (30) days after the Termination Date. Such additional premium shall be deemed fully earned upon inception of such Extended Reporting Period.

If no election to purchase an additional Extended Reporting Period is made as described in GENERAL CONDITION (H)(2) above, or if the additional premium for any such Extended Reporting Period is not paid within thirty (30) days after the Termination Date, there will be no right to purchase an additional Extended Reporting Period at any later time.

(I) Cancellation; Non-Renewal:

- (1) The Underwriter may cancel this Policy by mailing written notice to the **First Named Insured** at the last known address shown on the Declarations stating when, not less than sixty (60) days thereafter (or such longer period of time as required by applicable law), such cancellation shall be effective; except that, in the event of cancellation for non-payment of premium, the Underwriter may make the cancellation effective upon notice of only ten (10) days (or such longer period of time as required by applicable law). Notwithstanding the foregoing, if the Underwriter receives no premium whatsoever by the premium due date and no premium whatsoever is received by the last day of such ten (10) day notice period (or such longer period of time as required by applicable law), the Underwriter may cancel this Policy as of the Inception Date set forth in ITEM 2(a) of the Declarations.
- (2) Except as set forth in GENERAL CONDITION (M), the **First Named Insured** may cancel this Policy by mailing the Underwriter written notice stating when, not later than the Expiration Date set forth in ITEM 2(b) of the Declarations, such cancellation will be effective. In such event, and subject at all times to GENERAL CONDITION (N), the earned premium will be computed in accordance with the customary short rate table and procedure. Premium adjustment may be made either at the time cancellation is effective or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.
- (3) The Underwriter will not be required to renew this Policy upon its expiration.

(J) Assistance and Cooperation:

In the event of a **Claim**, the **Insured** shall provide the Underwriter with all information, assistance and cooperation that the Underwriter reasonably requests. At the Underwriter's request, the **Insured** shall assist in: investigating, defending and settling **Claims**; enforcing any right of contribution or indemnity against another who may be liable to any **Insured**; the conduct of actions, suits, appeals or other proceedings, including, but not limited to, attending trials, hearings and depositions; securing and giving evidence; and obtaining the attendance of witnesses.

(K) Subrogation:

In the event of any payment hereunder, the Underwriter shall be subrogated to the extent of any payment to all of the rights of recovery of the **Insured**. The **Insured** shall execute all papers and do everything necessary to secure such rights, including the execution of any documents necessary to enable the Underwriter effectively to bring suit in its name. The **Insured** shall do nothing that may prejudice the Underwriter's position or potential or actual rights of recovery. The obligations of the **Insured** under this GENERAL CONDITION (K) shall survive the expiration or termination of the Policy.

(L) Other Insurance and Risk Transfer Arrangements:

Any **Loss** or **Defense Expenses** resulting from any **Claim** insured under any other insurance or self-insurance policy or program or risk transfer instrument, including, but not limited to, self-insured retentions, deductibles, fronting arrangements, professional liability policies covering any **Insured**, or other alternative arrangements which apply to the **Loss** or **Defense Expenses** shall be paid first by those instruments, policies or other arrangements. It is the intent of this Policy to apply only to **Loss** or **Defense Expenses** that are more than the total limit of all deductibles, limits of liability, self-insured amounts or other insurance or risk transfer arrangements, whether primary, contributory, excess,

contingent, fronting or otherwise and whether or not collectible. These provisions do not apply to other insurance policies or risk transfer arrangements written as specific umbrella or excess insurance over the applicable Limits of Liability of this Policy. This Policy shall not be subject to the terms of any other policy of insurance or plan or program of self-insurance; and in no event will the Underwriter pay more than the applicable Limits of Liability set forth in ITEM 4 of the Declarations.

(M) Exhaustion:

If the Underwriter's applicable Aggregate Limit of Liability for any Insuring Agreement, as set forth in ITEM 4 of the Declarations, is exhausted by the payment of **Loss**, all obligations of the Underwriter under such Insuring Agreement will be completely fulfilled and exhausted, including any obligation to pay **Defense Expenses** or to continue to direct the defense of any **Insured**, and the Underwriter will have no further obligations of any kind or nature whatsoever under such Insuring Agreement.

If all of the Underwriter's applicable Limits of Liability are exhausted by the payment of **Loss**, the premium will be fully earned, all obligations of the Underwriter under this Policy will be completely fulfilled and exhausted, including any obligation to pay **Defense Expenses** or to continue to direct the defense of any **Insured**, and the Underwriter will have no further obligations of any kind or nature whatsoever under this Policy.

(N) Minimum Earned Premium:

The percentage set forth in ITEM 6.B. of the Declarations is the percentage of the Policy Premium set forth in ITEM 6.A. of the Declarations that shall be deemed fully earned as of the Inception Date set forth in ITEM 2(a) of the Declarations.

(O) Risk Management:

The Underwriter directly or indirectly may make available risk management services in connection with this Policy for the purpose of managing and reducing the risks covered under this Policy. Such risk management services may cease or change in the Underwriter's sole discretion at any time.

(P) Authorization and Notices:

The **First Named Insured** will act on behalf of all **Insureds** with respect to: the giving or receiving of any notices under this Policy; the payment of premiums to, and receiving of return premiums from, the Underwriter; the receiving and acceptance of any endorsements issued to form a part of this Policy; and the exercising or declining to exercise any Extended Reporting Period.

(Q) Conformance:

Any terms of this Policy that are in conflict with the laws or regulations of the state in which this Policy is issued are amended to conform with such laws or regulations.

(R) Representation; Incorporation of Application:

The **Insureds** represent that the particulars and statements contained in the Application attached to this Policy are true, accurate and complete and agree that:

- (1) this Policy is issued and continued in force by the Underwriter in reliance upon the truth of such representation;
- (2) those particulars and statements are the basis of this Policy; and
- (3) the Application and those particulars and statements are incorporated in and form a part of this Policy.

No knowledge or information possessed by any **Insured** shall be imputed to any other **Insured**, except for material facts or information known to the person or persons who signed the Application. In the event of any material untruth, misrepresentation or omission in connection with any of the particulars or statements in the Application, this Policy shall be void with respect to any **Insured** who knew of such untruth, misrepresentation or omission or to whom such knowledge is imputed.

(S) No Action against Underwriter:

- (1) No action shall be taken against the Underwriter by any **Insured** unless, as conditions precedent thereto, the **Insured** has fully complied with all of the terms of this Policy and the amount of the **Insured's** obligation to pay has been finally determined either by judgment against the **Insured** after adjudicatory proceedings or by written agreement of the **Insured**, the claimant and the Underwriter.
- (2) No individual or entity shall have any right under this Policy to join the Underwriter as a party to any **Claim** to determine the liability of any **Insured**; nor shall the Underwriter be impleaded by an **Insured** or his, her, or its legal representative in any such **Claim**.

(T) Notice:

- (1) Notice to any **Insured** shall be sent to the **First Named Insured** at the address designated in ITEM 1 of the Declarations.
- (2) Notice to the Underwriter shall be sent to the address designated in ITEM 8 of the Declarations.

(U) Changes:

Notice to or knowledge possessed by any agent or other person acting on behalf of the Underwriter shall not effect a waiver or change in any part of this Policy or prevent or estop the Underwriter from asserting any right(s) under this Policy. This Policy can only be altered, waived, or changed by written endorsement issued to form a part of this Policy.

(V) Insolvency of Insured:

The Underwriter will not be relieved of any of its obligations under this Policy by the bankruptcy or insolvency of any **Insured** or his/her/its estate.

(W) Inspections and Surveys:

The Underwriter or its duly authorized agent has the right but is not obliged to:

- (1) make inspections and surveys of the **Named Insured's** premises and operations at any time;
- (2) provide the **Insured** with reports on the conditions found;
- (3) recommend changes;
- (4) conduct loss control and prevention activity.

Any inspections, surveys, reports, or recommendations relate only to insurability and the premium to be charged.

The Underwriter does not:

- (a) make safety inspections;

- (b) undertake to perform the duty of any entity to provide for the health or safety of workers or the public; or
- (c) warrant that conditions:
 - (i) are safe or healthy; or
 - (ii) comply with laws, regulations or codes.

(X) Examination of Books and Records:

The Underwriter may examine and audit the books and records of the **Insured** as they relate to this Policy.

(Y) Service of Suit:

Pursuant to any statute of any state, territory or district of the United States which makes provision therefor, the Underwriter hereby designates the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose by statute, as its true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the **Insured**, or any beneficiary hereunder, arising out of this contract of insurance.

(Z) Assignment:

No assignment of interest under this Policy shall bind the Underwriter without its written consent issued as a written endorsement to form a part of this Policy.

(AA) Entire Agreement:

The **Insureds** agree that this Policy, including the Application and any endorsements, constitutes the entire agreement between them and the Underwriter or any of its agents relating to this insurance.

(BB) Headings:

The descriptions in the headings and sub-headings of this Policy are solely for convenience, and form no part of the terms and conditions of coverage.

In witness whereof the Underwriter has caused this Policy to be executed by its authorized officers.

ENDORSEMENT NO. 1

DELETE EVACUATION EXPENSE REIMBURSEMENT COVERAGE ENDORSEMENT

This Endorsement, which is effective at 12:01 a.m. on February 28, 2015, forms part of:

Policy No. MFL-004517-0215
Issued by Homeland Insurance Company of New York
Issued to Shelby County Government dba Shelby County Health Department

In consideration of the premium charged, it is understood and agreed that no coverage will be available under this Policy for Evacuation Expense Reimbursement. Consequently:

- (1) INSURING AGREEMENT (D) of this Policy is deleted in its entirety. Any and all references in this Policy to INSURING AGREEMENT (D) are deleted.
- (2) ITEM 3 and 4 of the Declarations are amended by deleting clause "D" therefrom.

This Policy shall be deemed amended to the extent necessary to effect the purpose and intent of this endorsement.

All other terms, conditions and limitations of this Policy shall remain unchanged.

ENDORSEMENT NO. 2

MEDICAL EXPENSES FOR BODILY INJURY ENDORSEMENT

This Endorsement, effective at 12:01 a.m. on February 28, 2015, forms part of:

Policy No. MFL-004517-0215
Issued by Homeland Insurance Company of New York
Issued to Shelby County Government dba Shelby County Health Department

In consideration of the premium charged:

(1) Solely with respect to the coverage afforded under INSURING AGREEMENT (B) of this Policy and subject to the terms and conditions set forth in this endorsement, it is understood and agreed that the Underwriter will pay on behalf of the **Insured Medical Expenses** (as defined below) for **Bodily Injury** caused by an accident:

- (a) on premises owned or rented by the **Named Insured**;
- (b) on ways adjacent to premises owned or rented by the **Named Insured**; or
- (c) because of the operations of the **Named Insured**;

provided that:

- (i) such accident takes place in the coverage territory and during the **Policy Period**;
- (ii) **Medical Expenses** are incurred and reported to the Underwriter within one year of the date of the accident; and
- (iii) the injured person submits to examination, as often as required by the Underwriter, by physicians of the Underwriter's choice and at the expense of the Underwriter.

(2) Solely with respect to the coverage afforded by this endorsement, "**Medical Expenses**" means reasonable payments for:

- (a) first aid administered at the time of an accident;
- (b) necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
- (c) necessary ambulance, hospital, professional medical and nursing, and funeral services.

(3) In addition to, and not in limitation of, Section III EXCLUSIONS of this Policy, no coverage will be available under this Policy for **Medical Expenses** for **Bodily Injury** sustained by:

- (a) any **Insured**;
- (b) any person hired to do work for or on behalf of any **Insured** or tenant of any **Insured**;
- (c) any person injured on that part of premises owned or rented by the **Named Insured** that the person normally occupies;

- (d) any person, whether or not an **Employee** of any **Insured**, if benefits for such **Bodily Injury** are payable or must be provided under workers' compensation or disability benefits or a similar law; or
 - (e) any person injured while engaging in athletic activities.
- (4) The Underwriter's maximum limit of liability for **Medical Expenses** for **Bodily Injury** caused by accidents, as set forth in paragraph (1) of this endorsement, is \$5,000 _____ for each person per accident. Notwithstanding the foregoing, in no event shall the Underwriter's maximum obligation to pay **Medical Expenses** on behalf of the **Insured** exceed \$25,000 _____. Such amounts shall be part of, and not in addition to, the Underwriter's maximum aggregate Limit of Liability for INSURING AGREEMENT (B) of this Policy, as set forth in ITEM 4.B. of the Declarations.
 - (5) Notwithstanding anything to the contrary contained in this Policy, no deductible or self-insured retention shall apply to the coverage afforded under this endorsement for **Medical Expenses** for **Bodily Injury** caused by an accident.
 - (6) Solely with respect to the coverage afforded under this endorsement, the term "**Loss**," as defined in Section II DEFINITIONS of this Policy, is amended to include **Medical Expenses** for **Bodily Injury** caused by an accident.

All other terms, conditions and limitations of this Policy shall remain unchanged.

ENDORSEMENT NO. 3

ADDITIONAL NAMED INSURED ENTITY ENDORSEMENT

This Endorsement, which is effective at 12:01 a.m. on February 28, 2015, forms part of:

Policy No. MFL-004517-0215
Issued by Homeland Insurance Company of New York
Issued to Shelby County Government dba Shelby County Health Department

In consideration of an additional premium of \$Included charged, the term "**Named Insured**," as defined in Section II DEFINITIONS of this Policy, is amended to include the following entity(ies), but only for:

- (1) **Wrongful Acts** happening on or after the Retroactive Date set forth opposite the name of each such entity; and
- (2) **Occurrences** happening on or after the effective date of this endorsement.

<u>Additional Named Insured</u>	<u>Retroactive Date</u>
Shelby County Government dba Memphis & Shelby County Health Department	02.28.2003
Mid-South Sexual Assault Resource Center	07.01.2009
Shelby County Health Department	08.18.2010
The Rape Crisis Center	12.08.2011

All other terms, conditions and limitations of this Policy shall remain unchanged.

ENDORSEMENT NO. 4

ADDITIONAL INSURED MORTGAGEE, LANDLORD OR LESSOR ENDORSEMENT

This Endorsement, which is effective at 12:01 a.m. on February 28, 2015, forms part of:

Policy No. MFL-004517-0215
Issued by Homeland Insurance Company of New York
Issued to Shelby County Government dba Shelby County Health Department

In consideration of the premium charged:

- (1) Solely for the purposes of the coverage afforded under INSURING AGREEMENT (B) of this Policy, the term "**Insured**," as defined in Section II DEFINITIONS of this Policy, shall be deemed to include any mortgagee, landlord or lessor of leased equipment that the **Named Insured** is required by written contract to name as an insured under this Policy (each an "Additional Insured"), but only with respect to liability of any such Additional Insured that is based on or arises out of the maintenance, operation or use by the **Named Insured** of the applicable premises and/or leased equipment.
- (2) Notwithstanding paragraph (1) above, no coverage will be available under this Policy for any:
 - (a) **Occurrence** which takes place after the **Named Insured** ceases to be a tenant in the applicable premises or a mortgagor under the applicable mortgage; or
 - (b) **Claim** based on or arising out of :
 - (i) any structural alterations, new construction or demolition operations performed by or on behalf of an Additional Insured; or
 - (ii) the terms, conditions or limitations of any such mortgage, or the failure by the **Named Insured** to pay all or any part, or to otherwise perform any obligations under the terms and conditions, of any mortgage loan.

All other terms, conditions and limitations of this Policy shall remain unchanged.

ENDORSEMENT NO. 5

SEXUAL MISCONDUCT COVERAGE ENDORSEMENT

This Endorsement, effective at 12:01 a.m. on February 28, 2015, forms part of

Policy No. MFL-004517-0215
Issued by Homeland Insurance Company of New York
Issued to Shelby County Government dba Shelby County Health Department

In consideration of the premium charged:

- (1) The Underwriter's maximum aggregate Limit of Liability for all **Sexual Misconduct Claims** (as defined below) shall be part of, and not in addition to, the Underwriter's maximum aggregate Limit of Liability for INSURING AGREEMENT (A) of this Policy, as set forth in ITEM 4.A. of the Declarations.
- (2) For the purposes of this endorsement, Section II DEFINITIONS of this Policy shall be amended to include the following terms:
 - (a) "**Sexual Misconduct**" means any welcome or unwelcome conduct, physical acts, gestures or spoken or written words of a sexual nature, including without limitation sexual intimacy (even if consensual), sexual molestation, sexual assault, sexual battery, sexual abuse, sexual harassment, sexual exploitation or any sexual act.
 - (b) "**Sexual Misconduct Claim**" means any **Claim** based upon, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving any actual or alleged **Sexual Misconduct**.

All other terms, conditions and limitations of this Policy shall remain unchanged.

**CONDITIONAL EXCLUSION OF TERRORISM ENDORSEMENT
(RELATING TO DISPOSITION OF FEDERAL TERRORISM RISK INSURANCE ACT)**

This Endorsement, effective at 12:01 a.m. on February 28, 2015, forms part of

Policy No. MFL-004517-0215
Issued by Homeland Insurance Company of New York
Issued to Shelby County Government dba Shelby County Health Department

In consideration of the premium charged:

- (1) This Endorsement shall become applicable on the date when any one or more of the following first occurs, provided that if the Inception Date stated in ITEM 2(a) of the Declarations begins after such date, then the provisions of this Endorsement shall be applicable as of such Inception Date:
 - (a) the federal Terrorism Risk Insurance Program ("Program"), established by the Terrorism Risk Insurance Act, has terminated with respect to the type of insurance provided under INSURING AGREEMENT (B) of this Policy; or
 - (b) a renewal, extension or replacement of the Program has become effective without a requirement to make terrorism coverage available under the type of insurance provided by INSURING AGREEMENT (B) of this Policy and with revisions that:
 - (i) increase the Underwriter's statutory percentage deductible under the Program for terrorism losses (such deductible determines the amount of all certified terrorism losses the Underwriter must pay in a calendar year, before the federal government shares in subsequent payment of certified terrorism losses);
 - (ii) decrease the federal government's statutory percentage share in potential terrorism losses above such deductible; or
 - (iii) redefine terrorism or make insurance coverage for terrorism subject to terms and conditions that differ from those that apply to other types of **Claims** under INSURING AGREEMENT (B) of this Policy.
- (2) If this Endorsement becomes applicable, the provisions set forth herein:
 - (a) supersede those of any terrorism endorsement already attached to this Policy that address "certified acts of terrorism" or "other acts of terrorism", but only with respect to:
 - (i) an act or incident of terrorism (however defined) that results in injury or damage that occurs on or after the date when the provisions of this Endorsement become applicable (for General Liability coverage that applies on an occurrence basis); or
 - (ii) an act or incident of terrorism (however defined) that results in a **Claim** first made on or after the date when the provisions of this Endorsement become applicable (for General Liability coverage that applies on a claims-made basis); and
 - (b) remain applicable unless the Underwriter notifies the **Insured** of changes in these provisions, in response to federal law.

- (3) If this Endorsement does not become applicable, any terrorism endorsement already attached to this Policy that addresses "certified acts of terrorism" or "other acts of terrorism will continue in effect unless the Underwriter notifies the **Insured** of changes to that endorsement in response to federal law.
- (4) For purposes of this Endorsement, the term "**Terrorism**" means activities against persons, organizations or property of any nature:
- (a) that involve the following or preparation for the following:
 - (i) use or threat of force or violence;
 - (ii) commission or threat of a dangerous act; or
 - (iii) commission or threat of an act that interferes with or disrupts an electronic, communication, information or mechanical system; and
 - (b) when one or both of the following applies:
 - (i) the effect is to intimidate or coerce a government or the civilian population or any segment thereof, or to disrupt any segment of the economy; or
 - (ii) it appears that the intent is to intimidate or coerce a government, or to further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology.
- (5) No coverage will be available under INSURING AGREEMENT (B) of this Policy for **Loss** or **Defense Expenses** for any **Claim** based upon, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving **Terrorism**, including any act in hindering or defending against an actual or expected act or incident of **Terrorism**. It is understood and agreed that this exclusion applies regardless of any other cause or event that contributes concurrently or in any sequence to such **Claim**. But this exclusion applies only when one or more the following are attributed to an act or incident of **Terrorism**:
- (a) the **Terrorism** is carried out by means of the dispersal or application of radioactive material, or through the use of a nuclear weapon or device that involves or produces a nuclear reaction, nuclear radiation or radioactive contamination;
 - (b) radioactive material is released, and it appears that one purpose of the **Terrorism** was to release such material;
 - (c) the **Terrorism** is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials;
 - (d) pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the **Terrorism** was to release such materials;
 - (e) the total of insured damage to all types of property exceeds \$25,000,000. In determining whether the \$25,000,000 threshold is exceeded, the Underwriter will include all insured damage sustained by property of all persons and entities by the **Terrorism** and business interruption losses sustained by owners or occupants of the damaged property. For the purpose of this provision, insured damage means damage that is covered by any insurance plus damage that would be covered by any insurance but for the application of any terrorism exclusions; or

- (f) fifty or more persons sustained death or serious physical injury. For the purpose of this provision, serious physical injury means:
 - (i) physical injury that involves a substantial risk of death;
 - (ii) protracted and obvious physical disfigurement; or
 - (iii) protracted loss of or impairment of the function of a bodily member or organ.

Multiple incidents of **Terrorism** which occur within a 72-hour period and appear to be carried out in concert or to have a related purpose or common leadership will be deemed to be one incident, for the purpose of determining whether the thresholds in paragraphs (5)(e) or (5)(f) are exceeded.

With respect to this exclusion, paragraphs (5)(e) and (5)(f) describe the threshold used to measure the magnitude of an act or incident of **Terrorism** and the circumstances in which the threshold will apply, for the purpose of determining whether this exclusion will apply to that act or incident. When the exclusion applies to an act or incident of **Terrorism**, no coverage will be available under INSURING AGREEMENT (B) of this Policy for **Loss** or **Defense Expenses** for any **Claim** based upon, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving such act or incident of **Terrorism**.

In the event of any act or incident of **Terrorism** that is not subject to this exclusion, it is understood and agreed that all other terms and conditions of this Policy will apply to any **Claim** based upon, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving such act or incident of **Terrorism**.

All other terms, conditions and limitations of this Policy shall remain unchanged.

ENDORSEMENT NO. 7

SPECIFIC COVERED OPERATIONS/SERVICES ENDORSEMENT

This Endorsement, which is effective at 12:01 a.m. on February 28, 2015, forms part of:

Policy No. MFL-004517-0215
Issued by Homeland Insurance Company of New York
Issued to Shelby County Government dba Shelby County Health Department

In consideration of the premium charged:

- (1) ITEM 5 of the Declarations is amended to read in its entirety as follows:
ITEM 5. **COVERED OPERATIONS/SERVICES:**
Registered Nurses and Nurse Practitioners providing medical services in Community Health Clinics and the Rape Crisis/Sexual Assault Resource Center including Education, Counseling, Support Groups, Immunizations and Forensic Examinations

- (2) No coverage will be available under this Policy for any **Claim** based upon, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving any operations or services of the **Insured** that are not listed in ITEM 5 of the Declarations, as amended by paragraph (1) above.

All other terms, conditions and limitations of this Policy shall remain unchanged.

ENDORSEMENT NO. 8

*and.
deleted
see #11*

SCHEDULE OF INSURED LOCATIONS ENDORSEMENT

This Endorsement, effective at 12:01 a.m. on February 28, 2015, forms part of

Policy No. MFL-004517-0215
Issued by Homeland Insurance Company of New York
Issued to Shelby County Government dba Shelby County Health Department

In consideration of the premium charged, in addition to the Principal Address set forth in ITEM 1 of the Declarations, the coverage afforded under this Policy shall apply to the following location(s) of the **Named Insured**, unless expressly stated otherwise in this Policy:

Locations:

160 N. Main, Suite 800
Memphis, TN 38103

1750 Madison Avenue, Suite 102
Memphis, TN 38104

814 Jefferson Avenue
Memphis, TN 38105

167 Washington
Collierville, TN 38017

757 Galloway Ave
Memphis, TN 38105

6590 Kirby Center Cove

8225 Highway 51 N., #11
Millington, TN 38053

3040 Covington Pike - Inactive
Memphis, TN 38128

6170 Macon Road
Memphis, TN 38134

1287 Southland Mall
Memphis, TN 38116

Locations:

1064 Breedlove St - Inactive
Memphis, TN 38107

1000 Haynes, Memphis, TN 38114
Memphis, TN 38114

2500 Peres Ave - Inactive
Memphis, TN 38108

602 W. Mitchell Road - Inactive
Memphis, TN 38109

842 Jefferson Avenue (Rooms 405 and 432)
Memphis, TN 38103

1075 Mullins Station Road (Rooms 200-235, 268)
Memphis, TN 38134

200 Hudson Health Center (University of Memphis)
Memphis, TN 38111

Hickory Ridge Mall on October 11, 2014
6075 Winchester Road
Memphis, TN 38115

All other terms, conditions and limitations of this Policy shall remain unchanged.

ENDORSEMENT NO. 9

HIPAA VIOLATION REIMBURSEMENT COVERAGE ENDORSEMENT

This Endorsement, effective at 12:01 a.m. on February 28, 2015, forms part of

Policy No. MFL-004517-0215
Issued by Homeland Insurance Company of New York
Issued to Shelby County Government dba Shelby County Health Department

In consideration of the premium charged:

- (1) In addition to the coverage afforded under all INSURING AGREEMENTS of this Policy, upon satisfactory proof of payment by the **Named Insured**, the Underwriter will reimburse the **Named Insured**, up to the Limit of Liability set forth in paragraph (4) below, for **HIPAA Fines and Penalties** actually paid by the **Named Insured** resulting from a **HIPAA Violation** that occurs during the **Policy Period**.
- (2) Section II DEFINITIONS of this Policy is amended to include the following terms:

 "HIPAA Fines and Penalties" means any civil fines or penalties imposed upon an **Insured** for violation of Title II of the Health Insurance Portability and Accountability Act of 1996.

 "HIPAA Violation" means any violation by an **Insured** of Title II of the Health Insurance Portability and Accountability Act of 1996.
- (3) Solely with respect to the coverage afforded under paragraph (1) above, clause (c) of the term "**Loss**," as defined in Section II DEFINITIONS of this Policy, is amended to read in its entirety as follows:
 - (c) fines, penalties, sanctions, fees, government payments or taxes, except **HIPAA Fines and Penalties**;
- (4) The Underwriter's maximum aggregate Limit of Liability for all **HIPAA Fines and Penalties** resulting from all **HIPAA Violations** reimbursed under paragraph (1) above shall be \$25,000. Payment of such maximum aggregate Limit of Liability shall terminate the Underwriter's obligation to reimburse any further **HIPAA Fines and Penalties** under this Policy.
- (5) If, during the **Policy Period**, a **HIPAA Violation** occurs, as a condition precedent to its right to reimbursement under paragraph (1) above, the **Named Insured** shall give the Underwriter written notice of such **HIPAA Violation** as soon as practicable thereafter, but in no event later than thirty (30) days after the Expiration Date or earlier cancellation date of this Policy.

All other terms, conditions and limitations of this Policy shall remain unchanged.

ENDORSEMENT NO. 10

DELETE ENDORSEMENT

This Endorsement, which is effective at 12:01 a.m. on February 28, 2015, forms part of:

Policy No. MFL-004517-0215
Issued by Homeland Insurance Company of New York
Issued to Shelby County Government dba Shelby County Health Department

In consideration of the premium charged, Endorsement No.

8 HPE-30039-03-13 Schedule of Insured Locations

to this Policy is deleted in its entirety and shall be of no force or effect from and after the effective date of this Endorsement.

All other terms, conditions and limitations of this Policy shall remain unchanged.

This insurance contract is with an insurer not licensed to transact insurance in this state and is issued and delivered as a surplus line coverage pursuant to the Tennessee insurance statutes.

ENDORSEMENT NO. 11

SCHEDULE OF INSURED LOCATIONS ENDORSEMENT

This Endorsement, effective at 12:01 a.m. on February 28, 2015, forms part of

Policy No. MFL-004517-0215
Issued by Homeland Insurance Company of New York
Issued to Shelby County Government dba Shelby County Health Department

In consideration of the premium charged, in addition to the Principal Address set forth in ITEM 1 of the Declarations, the coverage afforded under this Policy shall apply to the following location(s) of the **Named Insured**, unless expressly stated otherwise in this Policy:

Locations:

2500 Peres Ave - Inactive
Memphis, TN 38108

160 N. Main, Suite 800
Memphis, TN 38103

1750 Madison Avenue, Suite 102
Memphis, TN 38104

814 Jefferson Avenue
Memphis, TN 38105

167 Washington
Collierville, TN 38017

757 Galloway Ave
Memphis, TN 38105

6590 Kirby Center Cove
Memphis, TN 38115

8225 Highway 51 N., #11
Millington, TN 38053

3040 Covington Pike - Inactive
Memphis, TN 38128

6170 Macon Road
Memphis, TN 38134

Locations:

1287 Southland Mall
Memphis, TN 38116

1064 Breedlove St - Inactive
Memphis, TN 38107

1000 Haynes, Memphis, TN 38114
Memphis, TN 38114

602 W. Mitchell Road - Inactive
Memphis, TN 38109

842 Jefferson Avenue (Rooms 405 and 432)
Memphis, TN 38103

1075 Mullins Station Road (Rooms 200-235, 268)
Memphis, TN 38134

200 Hudson Health Center (University of Memphis)
Memphis, TN 38111

Hickory Ridge Mall 6075 Winchester Rd
Memphis, TN 38115

All other terms, conditions and limitations of this Policy shall remain unchanged.

This insurance contract is with an insurer not licensed to transact insurance in this state and is issued and delivered as a surplus line coverage pursuant to the Tennessee insurance statutes.

**ENDORSEMENT NO. 12
DELETE ENDORSEMENT**

This Endorsement, which is effective at 12:01 a.m. on February 28, 2015, forms part of:

Policy No.: MFL-004517-0215

Issued To: Shelby County Government dba Shelby County Health Department

Issued By: Homeland Insurance Company of New York

In consideration of the premium charged, Endorsement No. 6 to this Policy is deleted in its entirety and shall be of no force or effect from and after the effective date of this Endorsement.

All other terms, conditions and limitations of this Policy shall remain unchanged.

This Endorsement, which is effective at 12:01 a.m. on February 28, 2015, forms part of:

Policy No.: MFL-004517-0215

Issued To: Shelby County Government dba Shelby County Health Department

Issued By: Homeland Insurance Company of New York

In consideration of the premium charged, Endorsement No. 6 to this Policy is deleted in its entirety and shall be of no force or effect from and after the effective date of this Endorsement.

All other terms, conditions and limitations of this Policy shall remain unchanged.

Policy No.: MFL-004517-0215

Issued To: Shelby County Government dba Shelby County Health Department

Issued By: Homeland Insurance Company of New York

In consideration of the premium charged, Endorsement No. 6 to this Policy is deleted in its entirety and shall be of no force or effect from and after the effective date of this Endorsement.

All other terms, conditions and limitations of this Policy shall remain unchanged.

ENDORSEMENT NO. 13
CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM ENDORSEMENT

This Endorsement, effective at 12:01 a.m. on February 28, 2015, forms part of

Policy No. MFL-004517-0215
Issued to Shelby County Government dba Shelby County Health Department
Issued by Homeland Insurance Company of New York

In consideration of the premium charged:

(1) If aggregate insured losses attributable to **Certified Acts of Terrorism** (as defined below) exceed \$100 billion in a calendar year and the Underwriter has met its insurer deductible under the Terrorism Risk Insurance Act ("the Act"), the Underwriter shall not be liable for the payment of any portion of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

(2) For the purposes of this endorsement, Section II DEFINITIONS of this Policy is amended to include the following term:

Certified Act of Terrorism means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the Act, to be an act of terrorism pursuant to the Act. The criteria contained in the Act for a "certified act of terrorism" include the following:

- (a) the act resulted in insured losses in excess of \$5,000,000 in the aggregate, attributable to all types of insurance subject to the Act; and
- (b) the act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

All other terms, conditions and limitations of this Policy shall remain unchanged.