



Bob Dixon
Presiding Commissioner

Rusty MacLachlan
1st District Commissioner

John C. Russell
2nd District Commissioner

Shane Schoeller
Clerk of the Commission

Christopher J. Coulter, AICP
County Administrator

Megan Applegate
Executive Assistant

COUNTY COMMISSION
Greene County, Missouri
(417) 868-4112

Greene County Commission
Commission Briefing Minutes

Thursday, February 17, 2022
9:30 AM
Commission Conference Room
1443 N. Robberson, 10th Floor

PLEASE CHECK & RETURN

<input checked="" type="checkbox"/>	PC
<input checked="" type="checkbox"/>	CC1
<input checked="" type="checkbox"/>	CC2

The Greene County Commission is now offering an alternative to attending the meeting. Please join our meeting from your computer, tablet or smartphone. <https://www.gotomeet.me/GCCCommissionOffice>. You can also dial in using your phone. United States: +1 (872) 240-3412. You will be prompted for a PIN number where you will hit the "*" key and be prompted for an access code: 675-853-269

PLEASE BE AWARE: Cox Health has adopted a universal masking policy for all their properties. Masks are to be worn entering and exiting their facilities and medical office buildings as well as when in any interior common areas such as a lobby, hallway, shared bathroom, elevator, and stairwell.

WARNING Under Missouri law, any individual entering the premises or engaging the services of Greene County waives all civil liability against the individual or Greene County for any damages based on inherent risks associated with an exposure or potential exposure to COVID-19, except for recklessness or willful misconduct.

Attendees: Bob Dixon, Rusty MacLachlan, John Russell, Chris Coulter, Megan Applegate, Bill Prince, Julie, Jenny Hayward and Robert Jehle .

Teleconference Attendees: Tina Phillips, Mike Cagle, Allen Icet, Jim Arnott, Jeff Scott, Larry Woods, Jeff Bassham, Andrea Stewart, Rob Rigdon, Fred Lizama, Royce Denny, Jess Kerr, Cindy Stein, Justin Hill, Deiter Duff, and Kevin Barnes.

Informational Items

Resource Management-Kevin Barnes

- Meeting upcoming with Strafford and the City of Springfield.
- Annex meeting with the City of Springfield.
- Jail project update.
- Boyd School property update.

Cox Medical Tower • 1443 North Robberson Avenue, 10th Floor • Springfield, Missouri 65802
Mailing Address 940 Boonville Avenue • Springfield, Missouri 65802
www.greenecountymo.gov

Medical Examiner-Deiter Duff

- Highlighted data about transplants.
- Staffing update.
- Education courses are upcoming and available to other agencies.
- On pace for 385 post mortem exams.

Items for Consideration and Action by the Commission

(EX1) Discussion and Possible Vote: Bind Medical Malpractice Proposal, Budget Department
Commissioner John Russell moved to approve the medical malpractice proposal and to allow the Budget office to sign all necessary documents pertaining to the proposal. Commissioner Rusty MacLachlan seconded the motion and it passed unanimously. Yes: Dixon, MacLachlan and Russell.

Discussion and Possible Vote: Submit Proposal for Old Boyd School Property

Commissioner Rusty MacLachlan moved to table the proposal for the Old Boyd School property. Commissioner John Russell seconded the motion and it passed unanimously. Yes: Dixon, MacLachlan and Russell.

Other:

With no other business the meeting was adjourned.

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Presiding Commissioner

Rusty MacLachlan
1st District Commissioner

John C. Russell
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Greene County Commission
REVISED Commission Briefing Agenda

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Informational Items
Resource Management
Medical Examiner

Items for Consideration and Action by the Commission

Discussion and Possible Vote: Bind Medical Malpractice Proposal, Budget Department

Discussion and Possible Vote: Submit Proposal for Old Boyd School Property

Other:...

REVISED 02/14/2022 @ 2:58 PM

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www.greenecountymo.gov

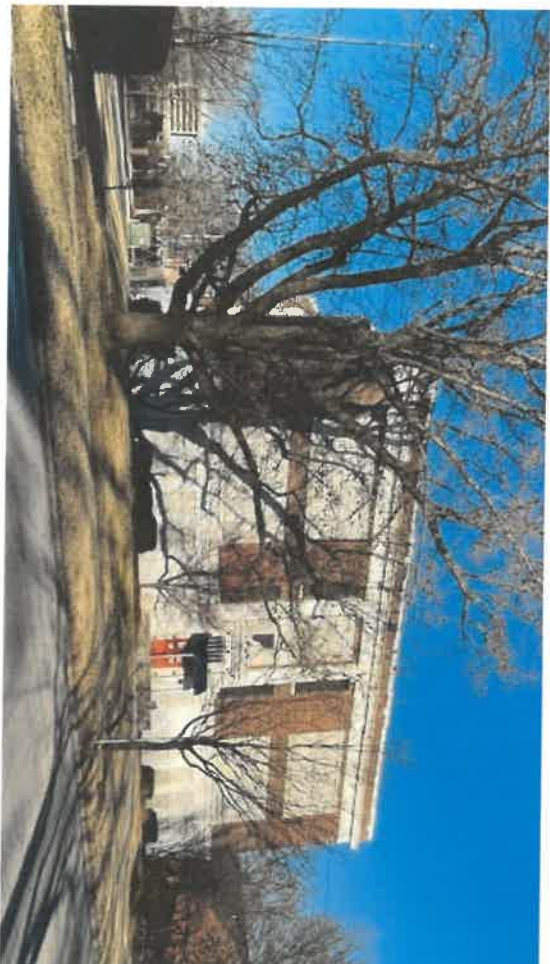
1409 N WASHINGTON AVE

SPRINGFIELD, MO 65802

Jeff Childs, SIOR, CCIM
O: 417.887.8826 x104
jeff.childs@svn.com



Property Summary



OFFERING SUMMARY

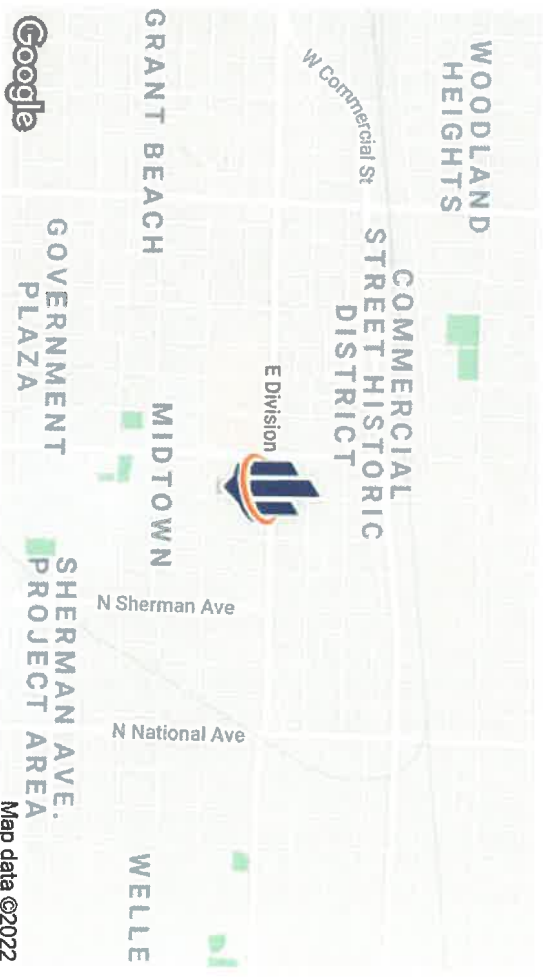
Sale Price:	\$380,000
Building Size:	24,740 SF
Lot Size:	1.125 Acres
Year Built:	1911
Zoning:	R-SF Residential Single Family
Market:	Springfield
Submarket:	Center City
APN:	13-13-202-016

PROPERTY OVERVIEW

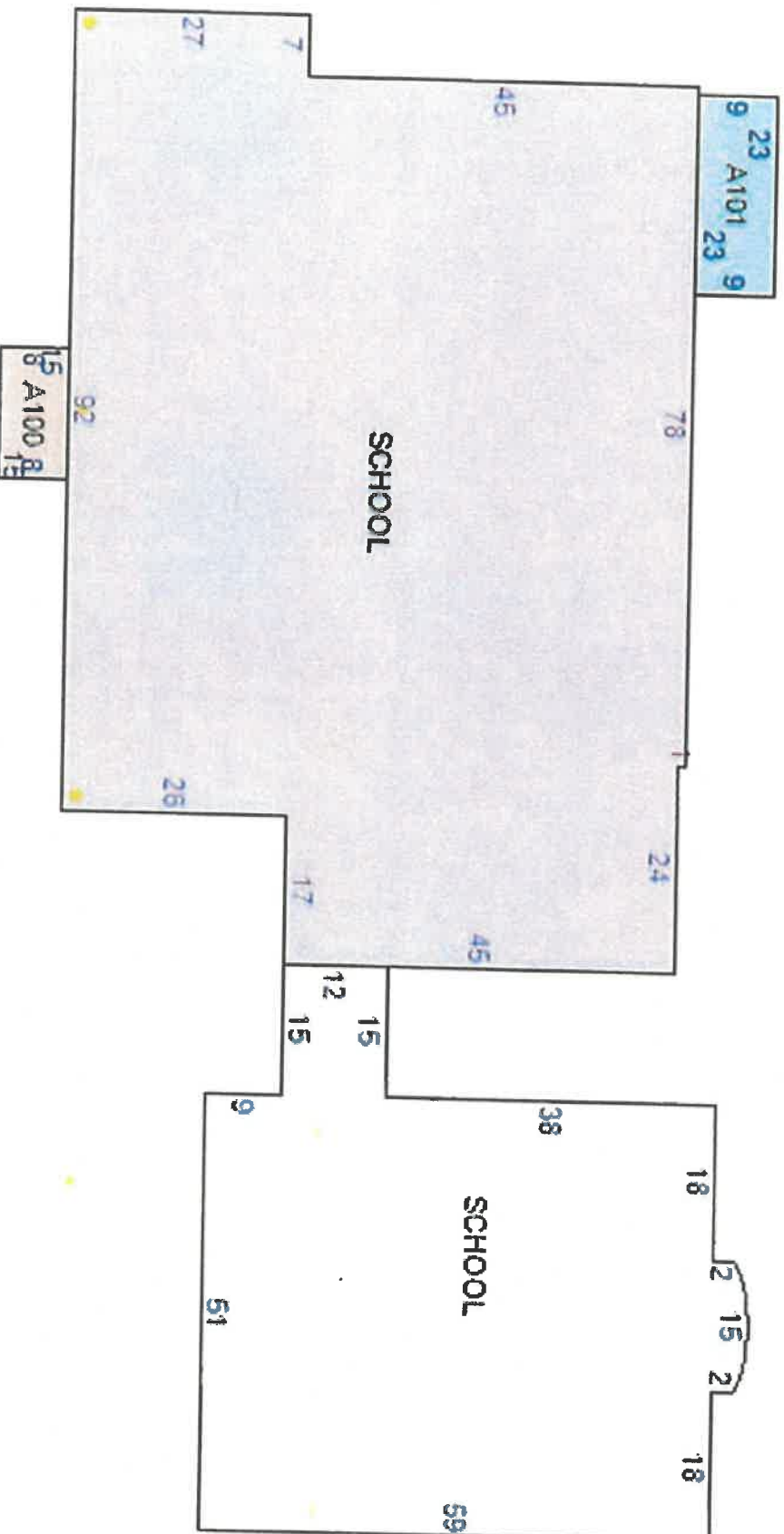
Located in the Midtown neighborhood, just north of Drury University, on the northwest corner of Washington Avenue and Lynn Street.

Subject property is the former Boyd Elementary School, a Class C, masonry, three level, free standing building. There are 28 parking spaces on site. The main building was constructed in 1911. An addition was reported in the early 1990's. The addition includes a separate building (hearing center) connected with an enclosed hallway and an addition connected to the northwest portion of the original building.

All proposals or offers should be submitted to Sperry Van Ness/Rankin Company, LLC. The Board of Education will not consider any proposal prior to its regular meeting scheduled for March 8, 2022, thus allowing time for any interested persons to submit initial proposals. This time period may be extended at the discretion of the Board of Education.

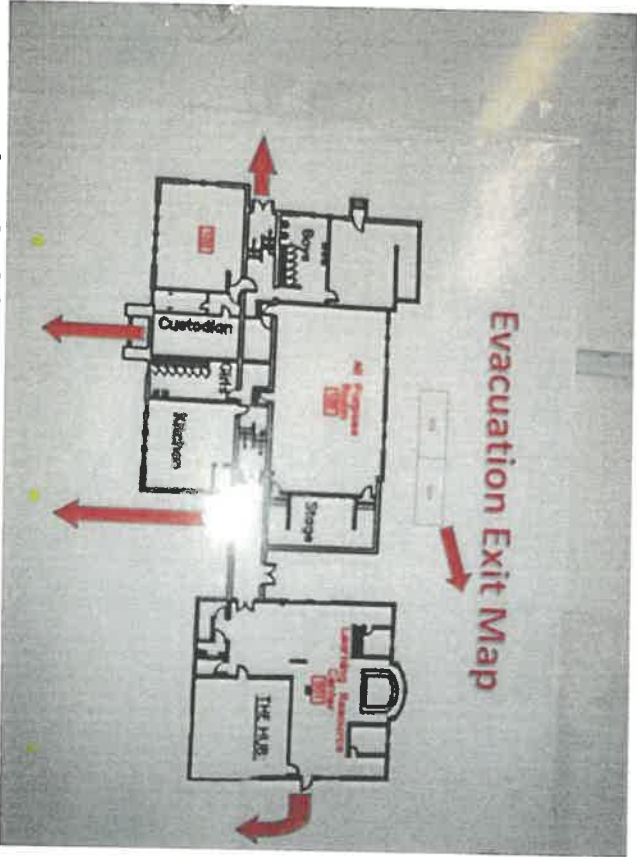


Additional Photos

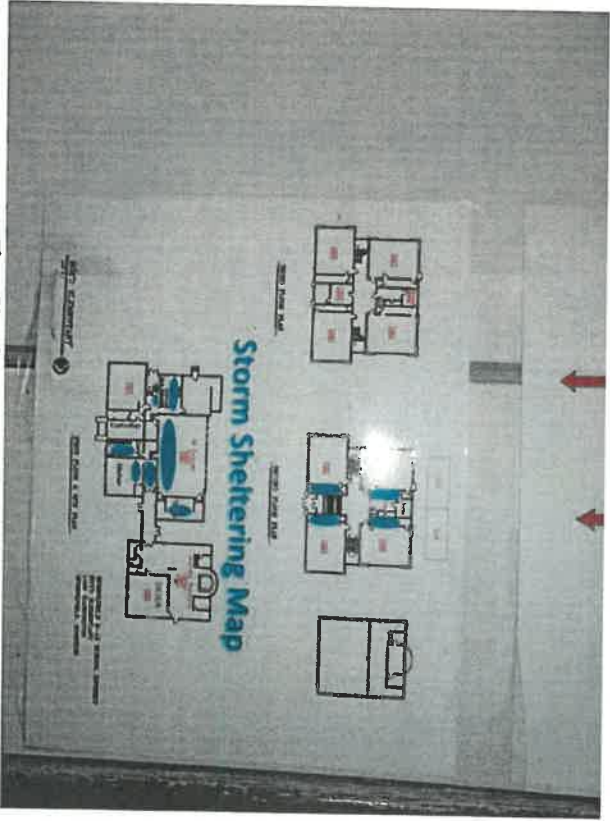


1409 N WASHINGTON AVE SPRINGFIELD, MO 65802

Additional Photos



Lower Level Floor Plan – Main Building and Addition



Floor Plan for each level of Subject

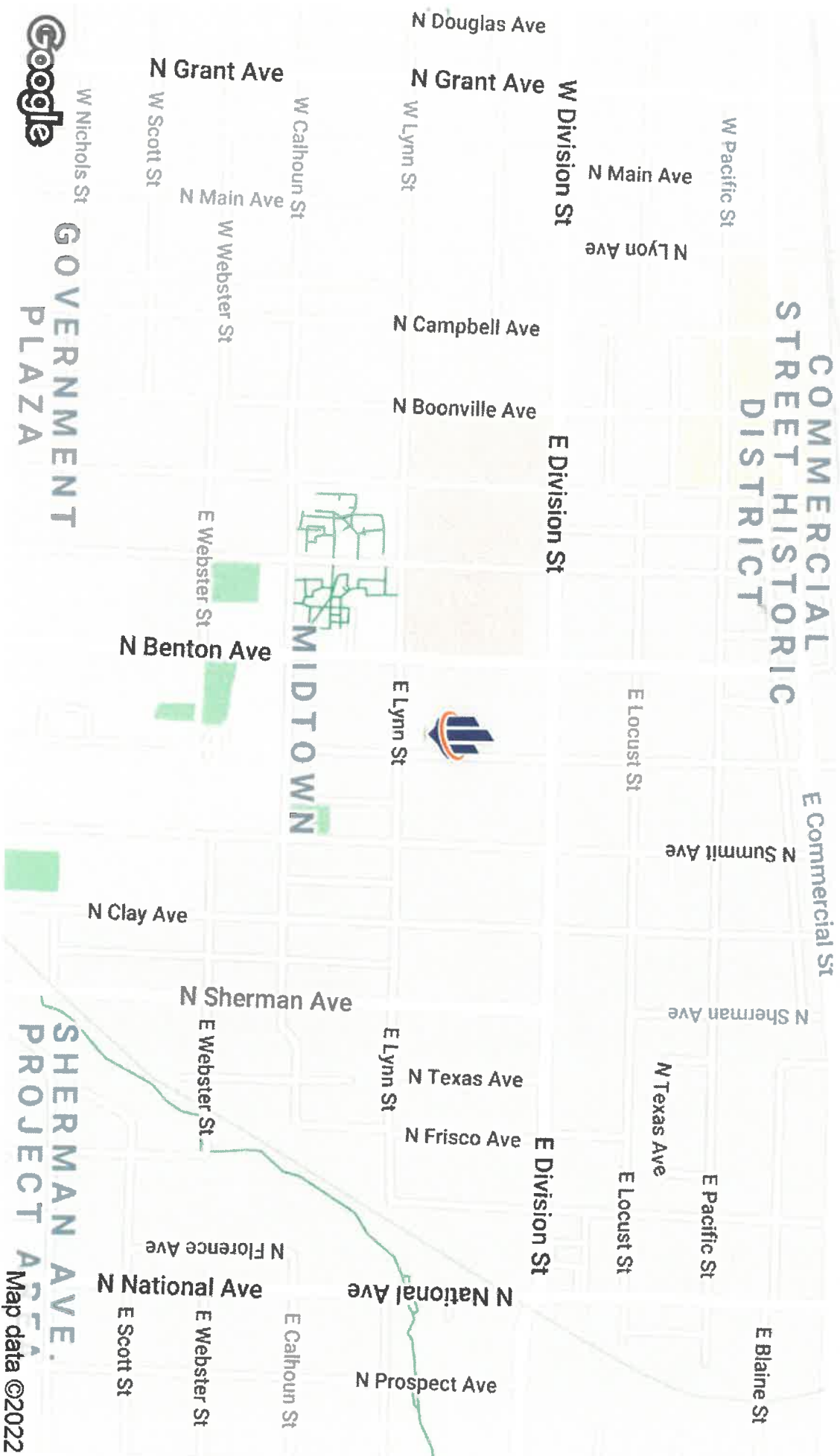
Additional Photos



1409 N WASHINGTON AVE SPRINGFIELD, MO 65802

The information presented here is deemed to be accurate, but it has not been independently verified. We make no guarantee, warranty, or representation. It is your responsibility to independently confirm accuracy and completeness. All SVN® offices are independently owned and operated.

Location Map

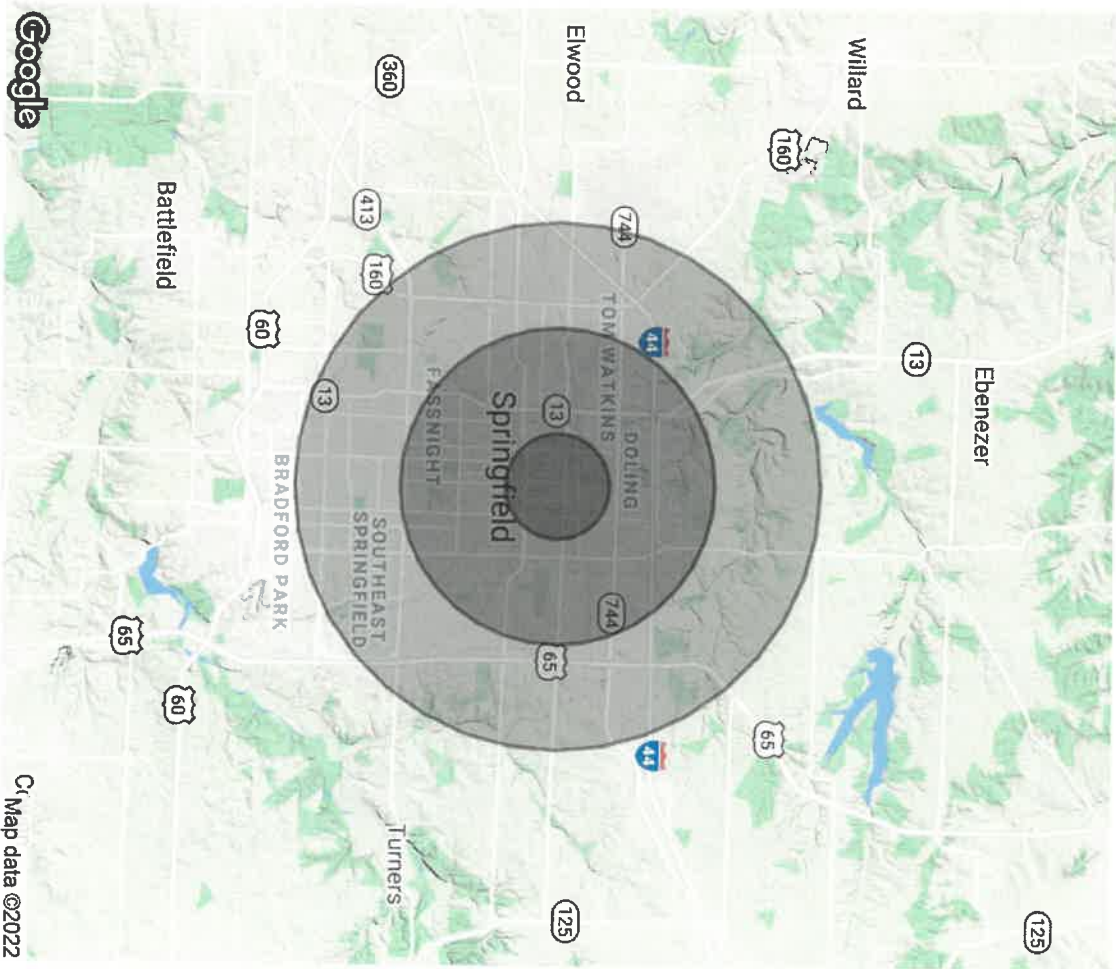


1409 N WASHINGTON AVE SPRINGFIELD, MO 65802

Demographics Map & Report

POPULATION				
Total Population	1 MILE	3 MILES	5 MILES	
Average Age	27.2	30.6	33.3	
Average Age (Male)	28.4	30.1	32.3	
Average Age (Female)	26.5	31.4	34.4	
HOUSEHOLDS & INCOME				
Total Households	1 MILE	3 MILES	5 MILES	
# of Persons per HH	2.9	2.5	2.3	
Average HH Income	\$35,025	\$37,078	\$40,249	
Average House Value	\$95,279	\$118,287	\$116,496	

* Demographic data derived from 2010 US Census



Advisor Bio



JEFF CHILDS, SIOR, CCIM

Senior Advisor

jeff.childs@svn.com

Direct: 417.887.8826 x104 **Cell:** 417.860.5447

PROFESSIONAL BACKGROUND

Jeff Childs, SIOR, CCIM, serves as a senior advisor for SVN/Rankin Company, specializing in the sale and leasing of office, industrial and retail property in the Springfield and the Southwest Missouri markets. Jeff has over 25 years of commercial real estate experience in the Springfield and Southwest Missouri markets. Jeff consistently ranks among the top of SVN advisors nationally.

Jeff represents numerous national clients as well as a multitude of local owners and investors. In addition to Jeff's sales and leasing experience, he has assisted with and personally developed industrial, office and retail properties. As an active commercial real estate advisor, Childs' professional memberships include: the Society of Industrial and Office Realtors (SIOR), the Certified Commercial Investment Member Institute (CCIM); International Council of Shopping Centers (ICSC); the Greater Springfield Board of REALTORS; the Missouri Association of REALTORS; and the National Association of REALTORS.

Jeff currently serves as past chairman of the Springfield Area Chamber of Commerce, former chair on the board for City Utilities of Springfield, and served as a member of the Board of Directors of the Springfield Convention & Visitors Bureau. Additionally, as Chamber chairman Jeff was invited to speak on a panel for the Springfield Chamber of Commerce Economic Development Conference and as a returning guest speaker to "Good Morning, Springfield" hosted by the Springfield Chamber of Commerce. Childs was also recognized by the Springfield Business Journal with the 40 Under 40 award given for his outstanding community and professional services.

EDUCATION

Childs earned a Bachelor of Science in Finance with an emphasis in Real Estate from Missouri State University, Springfield, Missouri.

MEMBERSHIPS

Society of Industrial and Office REALTORS (SIOR) / Certified Commercial Investment Member (CCIM) / 2018 Chairman Board of Public Utilities - City Utilities of Springfield / 2019 Chairman for Springfield Chamber of Commerce / Former Board Member Springfield Convention & Visitors Bureau, Inc / Local Issues Public Policy Task Force - Past Chairman / Development Issues Input Group - Past Chairman / Leadership Springfield - Past Board Member / Voice of Business Committee - Springfield Chamber of Commerce

Disclaimer

The material contained in this Offering Brochure is furnished solely for the purpose of considering the purchase of the property within and is not to be used for any other purpose. This information should not, under any circumstances, be photocopied or disclosed to any third party without the written consent of the SVN® Advisor or Property Owner, or used for any purpose whatsoever other than to evaluate the possible purchase of the Property.

The only party authorized to represent the Owner in connection with the sale of the Property is the SVN Advisor listed in this proposal, and no other person is authorized by the Owner to provide any information or to make any representations other than contained in this Offering Brochure. If the person receiving these materials does not choose to pursue a purchase of the Property, this Offering Brochure must be returned to the SVN Advisor.

Neither the SVN Advisor nor the Owner make any representation or warranty, express or implied, as to the accuracy or completeness of the information contained herein, and nothing contained herein is or shall be relied upon as a promise or representation as to the future representation of the Property. This Offering Brochure may include certain statements and estimates with respect to the Property. These Assumptions may or may not be proven to be correct, and there can be no assurance that such estimates will be achieved. Further, the SVN Advisor and the Owner disclaim any and all liability for representations or warranties, expressed or implied, contained in or omitted from this Offering Brochure, or any other written or oral communication transmitted or made available to the recipient. The recipient shall be entitled to rely solely on those representations and warranties that may be made to it in any final, fully executed and delivered Real Estate Purchase Agreement between it and Owner.

The information contained herein is subject to change without notice and the recipient of these materials shall not look to Owner or the SVN Advisor nor any of their officers, employees, representatives, independent contractors or affiliates, for the accuracy or completeness thereof. Recipients of this Offering Brochure are advised and encouraged to conduct their own comprehensive review and analysis of the Property.

This Offering Brochure is a solicitation of interest only and is not an offer to sell the Property. The Owner expressly reserves the right, at its sole discretion, to reject any or all expressions of interest to purchase the Property and expressly reserves the right, at its sole discretion, to terminate negotiations with any entity, for any reason, at any time with or without notice. The Owner shall have no legal commitment or obligation to any entity reviewing the Offering Brochure or making an offer to purchase the Property unless and until the Owner executes and delivers a signed Real Estate Purchase Agreement on terms acceptable to Owner, in Owner's sole discretion. By submitting an offer, a prospective purchaser will be deemed to have acknowledged the foregoing and agreed to release the Owner and the SVN Advisor from any liability with respect thereto.

To the extent Owner or any agent of Owner corresponds with any prospective purchaser, any prospective purchaser should not rely on any such correspondence or statements as binding Owner. Only a fully executed Real Estate Purchase Agreement shall bind the property and each prospective purchaser proceeds at its own risk.

REQUEST FOR INFORMATION FOR THE PURCHASE OF THE "OLD" BOYD SCHOOL PROPERTY

The Board of Education of the School District of Springfield, R-12 is seeking proposals for the sale of the Boyd School property, 1409 N Washington Ave, Springfield, Missouri, 65802.

The property is listed with Sperry Van Ness/Rankin Company, LLC of A100, 2808 S Ingram Mill Rd, Springfield, Missouri, 65804, telephone number (417) 887-8826. Information about the property may be obtained by contacting Sperry Van Ness/Rankin Company, LLC.

The property is being sold as is, in its current condition and including all personal property and contents which are currently located in the buildings. Any information about the properties supplied by the School District, by Sperry Van Ness/Rankin Company, LLC, or any of their employees is solely for informational purposes only, and no warranties or representations are made as to the accuracy or completeness of any such information. Proposed purchasers and developers are responsible for informing themselves of the condition of the properties and buildings prior to submitting a proposal or entering into a contract to purchase the property(s), and any offer or proposal is at the sole risk of the purchaser/developer.

I. Selection Process:

Initial Proposals:

All proposals or offers should be submitted to Sperry Van Ness/Rankin Company, LLC. The Board of Education will not consider any proposal prior to its regular meeting scheduled for March 8, 2022, thus allowing time for any interested persons to submit initial proposals. This time period may be extended at the discretion of the Board of Education.

Once consideration of proposals commences, the Board of Education will evaluate proposals according to the criteria set forth below. The Board will select a proposal(s) based on overall benefit to the community, and the respondent may be asked to make public presentations of their proposal to the Board

Purchase Agreement:

After a proposal is selected, the Board of Education will negotiate on a Purchase Agreement with the successful respondent to refine the project to insure that all criteria will be met. If the successful respondent and the Board cannot come to agreement during the negotiation process, the Board may resume marketing the property or it may negotiate on a Purchase Agreement with another respondent.

II. Criteria for Initial Selection of a Proposal:

The Board of Education will evaluate and consider the following factors and goals in selecting a successful proposal. A summary of the proposal should be submitted to Sperry Van Ness/Rankin Company, LLC, and should include the information listed below. The Board will evaluate each proposal using the information provided by the respondent:

1. **Property Uses.** Please provide a brief description of how the property will be used. This should include a description of any activities, business, or services that will be provided from the property, and a description of the anticipated intensity of the use.
2. **Plans for Improvements or Construction on the Property.** Please provide a description of any plan for construction of renovations, additions or improvements. This includes any construction that will occur before the proposed use may commence, and potential future improvements or expansions. Please provide an anticipated timeline for any initial construction or renovation.
3. **Information About the Respondent.** Please provide the names and addresses of the proposed purchaser(s). In addition, please provide a brief summary describing their backgrounds or experiences with similar projects of this type, and a brief statement why the firm or individuals are interested in this project.
4. **Purchase Price and Closing.** Please state the cash purchase price offered for the property, the projected length of the due diligence/investigation time period, any contingencies or requirements the purchaser will have for the proposal, and a projected closing date.
5. **Financing.** Please provide information about the source of funds for acquisition of the property, for construction of any renovations or improvements, and a description of the financial feasibility of the proposed use. If desired, this financial information may be supplied in sealed envelopes marked "Confidential." This information will be closed to public review during the negotiation process.
6. **Release of Liability.** By submitting a proposal or entering into a Purchase Agreement for the property(s), each party submitting a such a proposal or entering into a Purchase Agreement accepts the terms and conditions in this Request for Information document, and does fully release, acquit and discharge the School District, Sperry Van Ness/Rankin Company, LLC, and their employees, agents and board members, from any and all claims, demands or liabilities of any kind or nature, including any claims arising from or relating to the properties, from any information or reports provided about the property(s), and from claims for breach of warranties or misrepresentations about the property(s).

Required Criteria for a Purchase Agreement:

Any Purchase Agreement will include specific provisions, requirements and deadlines for meeting each of the criteria set forth in this document. The Purchase Agreement may provide for a due diligence period during which the proposed purchaser will be required to prepare and submit information to the Board/Sperry Van Ness/Rankin Company, LLC, to show that each of the criteria are fully satisfied. The Purchase Agreement will also include terms providing for termination in the event the purchaser fails to meet each of these criteria.



MEDICAL MALPRACTICE PROPOSAL

**PREPARED FOR:
Deiter J. Duff &**



**PRESENTED BY:
Barker Phillips Jackson Inc**

Account Executive:

Rod Rahn

Address:

PO Box 4207

Phone:

***Springfield MO 65808-4207
417-887-3550***

Effective Date:

February 18, 2022

This presentation is designed to give you an overview of the insurance coverages we have proposed for your company. It is meant only as a general understanding of your possible insurance needs and should not be construed as a legal interpretation of the insurance policies that will be written for you. Please refer to your specific insurance contracts for details on coverages, conditions, and exclusions.

MEDICAL MALPRACTICE COVERAGE

Named Insured: Greene County of Missouri & Deiter J. Duff
Company Name: Underwriters at Lloyd's of London
A.M. Best Rated:
Policy Term: 2/18/2022 to 2/18/2023 Retroactive Date: 2/18/2020

\$ 3,000,000	Professional Liability Aggregate
\$ 1,000,000	Each Claim
\$ 300,000	Sexual Abuse/Misconduct Aggregate (shared with PL)
\$ 1,000	Deductible
\$ 25,000	Defense of Licensing Proceedings Aggregate (separate limit)
\$ 25,000	Subpoena Assistance Aggregate (separate limit)
\$ 25,000	HIPAA Violations Aggregate (shared with PL)
\$ 25,000	Cyber
\$ 2,500	Deductible
2/18/2021	Retro Date

Terms & Conditions:

Covered Professional Services – Provided Postmortem Services

Optional Extension Period:

- 12/24/36 Months
- 75/150/225 Percent of the Annual Premium

Notable Endorsements:

- Blanket Additional Insured - Greene County of Missouri
- First Dollar Defense to Claim Expense DOES NOT APPLY
- 50/50 Hammer Clause
- Defense Expenses to which this Policy applies are in addition to the Insurer's Limit of Liability, and payment of Defense Expenses will not reduce the Deductible and/or applicable Limit of Liability.
- \$25K Crisis Management Sublimit (included in Cyber Extension Form)
- The Coverage Territory shall be deemed to be anywhere in the world, except for any country or jurisdiction which is subject to trade or other economic sanction or embargo by the United States of America, provided a **Claim** or suit for damages within the Coverage Territory must be brought within the United States of America.

Premium Summary

Named Insured: **Deiter J. Duff**

Coverage	EXPIRING Annual Premium	RENEWAL Annual Premium
Professional Liability / Med Mal	\$5,500	\$5,670
Broker Fee	\$300	\$300
Carrier Policy Fee	\$250	\$250
Surplus Lines Tax	\$302.50	\$311
Total Premium	\$6,352.50	\$6,531

Payment Plan:

- Agency Bill
- Paid in Full
- 25% Minimum Earned

DISCLOSURE STATEMENT

Contingency & Profit-Sharing Income

Barker Phillips Jackson and our Producers are paid a commission for placing insurance coverage by the insurance carriers we represent. Barker Phillips Jackson may or may not also receive a profit sharing or contingency bonus based on such factors as volume of business or profitability from these same carriers. For further information concerning our compensation arrangement with a specific carrier please contact Tom Montileone, CEO at 417-887-3550.

Applicant Name: I Accept Cyber Liability Option ☐I Reject Cyber Liability Option ☐

By opting to accept Cyber Liability coverage and providing instructions to bind, you warrant that the following statements herein are true, material and complete. It is further understood that insurers have relied upon your instructions to bind as affirmative confirmation that the following statements are true and complete and that any coverage obtained by fraud, material misrepresentation or omission will be void:

- 1 Does the applicant use Google G-Suite, Office 365 or other similar cloud-based infrastructure with the four network security best-practice guidelines listed in Question 2 enabled? (if yes, continue to Question 4)
- | | Yes | No |
|--|--------------------------|--------------------------|
| | <input type="checkbox"/> | <input type="checkbox"/> |
- 2 Which of the following security best-practice guidelines does the applicant have enabled on its network(s):
- | | Yes | No |
|----------------------------------------------------------------------------------------------------------|--------------------------|--------------------------|
| 2.1 Filtering all incoming emails and communications for malicious links, spam, malware and attachments? | <input type="checkbox"/> | <input type="checkbox"/> |
| 2.2 Multi-Factor Authentication for all user accounts? | <input type="checkbox"/> | <input type="checkbox"/> |
| 2.3 Sender Policy Framework? | <input type="checkbox"/> | <input type="checkbox"/> |
| 2.4 Advanced Threat Protection settings? (if no, answer below) | <input type="checkbox"/> | <input type="checkbox"/> |
| 2.4.1 Does the applicant use AWS Security Hub? (if no, answer below) | <input type="checkbox"/> | <input type="checkbox"/> |
| 2.4.2 Please provide full details of compensatory controls: | <input type="checkbox"/> | <input type="checkbox"/> |
-
- 3 Does the applicant have the following protocols in place:
- | | Yes | No |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|--------------------------|
| 3.1 All system configuration and data is either (i) subject to regular back-ups (at least weekly) via secure cloud or (ii) maintained in offline copies disconnected from the organisation's network? | <input type="checkbox"/> | <input type="checkbox"/> |
| 3.2 Multi-Factor Authentication settings are enabled for access to back-up files? | <input type="checkbox"/> | <input type="checkbox"/> |
| 3.3 Data is encrypted while it is in transit, at rest and on portable devices? | <input type="checkbox"/> | <input type="checkbox"/> |
- 4 Does the applicant have processes in place to implement, within 14 days, critical security, anti-virus and malware patches received from commercial software vendors onto all of its servers, laptops, desktops, routers, firewalls, phones and other physical devices? (if no, answer below)
- | | Yes | No |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|--------------------------|
| 4.1 Within how many days are critical security, anti-virus and malware patches received from commercial software vendors implemented on physical devices? | <input type="checkbox"/> | <input type="checkbox"/> |
- No. of days:

5 Does the applicant:

Provide all employees with anti-fraud training at least annually (including but not limited to detecting social

Yes

No

engineering, phishing training, business email compromise and other similar exposures); and

☐☐

Before processing funds transfers and/or third-party account detail changes, confirm the transaction details with the requestor, through a secondary means of communication*?

*A secondary means of communication is different from the first means of communication.

For example, if the request is received by telephone, a secondary communication may be an email.

Declaration

On behalf of the applicant, I declare that the applicant has made a fair presentation of the risk, by disclosing all material matters which the applicant knows or ought to know or, failing that, by giving the insurer sufficient information to put a prudent insurer on notice that it needs to make further enquiries in order to reveal material circumstances. In addition, the applicant acknowledges that the data it discloses to the insurer may be transferred outside of the European Economic Area.

Name of applicant:

Print name:

Signed on behalf of the applicant by:

Position/Title:

Date:

**POLICYHOLDER DISCLOSURE
NOTICE OF TERRORISM INSURANCE COVERAGE**

NO PREMIUM CHARGE FOR TERRORISM COVERAGE

TERRORISM RISK INSURANCE ACT

You are hereby notified that the Terrorism Risk Insurance Act of 2002, as amended pursuant to the Terrorism Risk Insurance Program Reauthorization Act of 2015, effective January 1, 2015 (collectively referred to as "TRIA" or the "Act"), established a program within the Department of the Treasury under which the federal government shares, with the insurance industry, the risk of loss from future terrorist attacks. Under the Act, you have a right to an offer of insurance coverage for losses arising out of acts of terrorism. As defined in Section 102(1) of the Act: The term "certified acts of terrorism" means any act that is certified by the Secretary of the Treasury—in consultation with the Secretary of Homeland Security, and the Attorney General of the United States—to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; to have been 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.

DISCLOSURE OF FEDERAL SHARE OF COMPENSATION

You should know that where coverage is provided by this policy for losses resulting from "certified acts of terrorism," such losses may be partially reimbursed by the United States government under a formula established by federal law. However, your policy may contain other exclusions which might affect your coverage, such as an exclusion for nuclear events. Under the formula, the United States government agrees to reimburse eighty-five percent (85%) of covered terrorism losses in calendar year 2015 that exceed the statutorily established deductible paid by the insurance company providing the coverage. This percentage of United States government reimbursement decreases by one percent (1%) every calendar year beginning in 2016 until it equals eighty percent (80%) in 2020. There is no premium charged for terrorism coverage, as indicated below.

CAP ON LOSSES FROM "CERTIFIED ACTS OF TERRORISM"

You should also know that the Terrorism Risk Insurance Act, as amended, contains a \$100 billion cap that limits United States government reimbursement as well as insurers' liability for losses resulting from "certified acts of terrorism" when the amount of such losses in any one calendar year exceeds \$100 billion. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced.

CONDITIONAL TERRORISM COVERAGE

The Terrorism Risk Insurance Program Reauthorization Act of 2015 is scheduled to terminate at the end of December 31, 2020 unless renewed, extended or otherwise continued by the federal government. Should the Act terminate on December 31, 2020, or be repealed, any terrorism coverage as defined by the Act provided in the policy will also terminate.

Policy Number
Named Insured Deiter J. Duff

DISCLOSURE OF PREMIUM

In accordance with the Act, we are required to offer you coverage for losses resulting from an act of terrorism that is certified under TRIA as an act of terrorism. The policy's other provisions will still apply to such an act. We are further required to provide you with a notice disclosing the portion of your premium, if any, attributable to coverage for terrorist acts certified under the Terrorism Risk Insurance Act.

Your premium for certified terrorism coverage is \$0. This amount does not include any charges for the portion of loss that may be covered by the United States government under the Act.

If you choose to accept this offer, this form does not have to be returned.

You may choose to reject this offer by signing the statement below and returning to us. Your policy will be changed to exclude the described coverage.

Acceptance or Rejection of Terrorism Insurance Coverage

	I hereby elect to terrorism coverage for \$0 (zero) additional premium. The portion of your annual premium that is attributable to coverage for "certified acts of terrorism" pursuant to TRIA is \$0 (zero) , and does not include any charges for the portion of losses covered by the United States government under the Act.
	I hereby reject the inclusion of certified terrorism coverage that is offered under the policy for \$0 (zero) additional premium. I understand that the policy will provide no coverage for losses resulting from "certified acts of terrorism" (with the exception of fire losses resulting from a "certified act of terrorism"), and an exclusion of certain terrorism losses will be made part of this policy.

Policyholder/Applicant's Signature

Named Insured/Firm

Print Name

Policy Number, if available

Date



One N. Franklin Street Suite 3500
Chicago, IL 60606
Phone: 312-899-1480

Angie White
Barker Phillips Jackson, Inc. - Springfield
P.O.Box 4207
Springfield, MO 65808

Feb 11, 2022

Re: Deiter J. Duff, Ref# 10133535-C
Proposed Effective 2/18/2022 to 2/18/2023

Dear Angie:

We are pleased to confirm the attached quotation being offered with **Underwriters at Lloyd's of London**. This carrier is **Non-Admitted** in the state of **MO**. Please note that this quotation is based on the coverage, terms and conditions as stated in the attached quotation, which may be different from those requested in your original submission. As you are the representative of the Insured, it is incumbent upon you to review the terms of this quotation carefully with your Insured, and reconcile any differences from the terms requested in the original submission. CRC Insurance Services, Inc. disclaims any responsibility for your failure to reconcile with the Insured any differences between the terms quoted as per the attached and those terms originally requested. The attached quotation may not be bound without a fully executed CRC brokerage agreement.

NOTE: The Insurance Carrier indicated in this quotation reserves the right, at its sole discretion, to amend or withdraw this quotation if it becomes aware of any new, corrected or updated information that is believed to be a material change and consequently would change the original underwriting decision.

Should coverage be elected as quoted per the attached, Premium and Commission are as follows:

Premium:	\$5,670.00
Broker Fee	\$300.00
Carrier Policy Fee	\$250.00
Surplus Lines Tax	\$311.00
Grand Total:	\$6,531.00

Commission: 0%

Broker Fees & Policy Fees are Fully Earned at Binding

NOTE: If insured is located outside your resident state, you must hold appropriate non-resident license prior to binding.

If Non Admitted the following applies:

Missouri Tax Filings are the responsibility of: () Your Agency (X) CRC

Philip S Hagan License #348776

This is evidence of insurance procured and developed under the Missouri Surplus Lines Laws. It is NOT covered by the Missouri Insurance Guaranty Association. This insurer is not licensed by the state of Missouri and is not subject to its supervision.

Upon requesting quotes and/or placement for the coverage listed herein, the producing retail broker hereby confirms that he/she has performed any and all diligent searches, as may be required by statute, for coverage through licensed carriers or other means of placement, and as necessary maintain proof of declination. Where allowed by governing statutes, "diligent effort" may not require an actual physical search and declination on each risk, but may be based on the retail producing broker's own experience, opinion and overall knowledge of acceptability in the admitted marketplace.

CRC is compensated in a variety of ways, including commissions and fees paid by insurance companies and fees paid by clients. Some insurance companies pay brokers supplemental commissions (sometimes referred to as "contingent commissions" or "incentive commissions"), which is compensation that is based on a broker's performance with that carrier. These supplemental commissions may be based on volume, profitability, retention, growth or other measures. Even if a contingent commission agreement exists with a carrier, we recognize that our responsibility is to promote the best interests of the policyholder in the selection of an insurance company. For more information on CRC's compensation, please contact your CRC broker.

Financing Insurance Premiums

Premium financing budgets insurance payments and improves liquidity for other business objectives: working capital, business growth, business expansion.

If your clients choose to pay their insurance in monthly installments, it's fast and easy with AFCO Credit Corporation, which is an affiliate of CRC, providing premium financing solutions for companies across the United States.

You can learn more about how premium financing works and how it can expand your relationship with your clients by emailing afcodirect@afco.com; or call toll-free 877-317-6437, option 1. Additional information is available at <https://www.afco.com/partners/crc.html>.

Sincerely,

Norman L. Ernst
(312) 899-1480
nernst@crcgroup.com
10133535

CONFIDENTIAL

QUOTE LETTER

Date: February 11, 2022

Covered Operations: Health Department

Named Insured: Deiter J. Duff

Address: 916 N. Campbell, Springfield, MO 65802

Policy Period: 2/18/2022 to 2/18/2023

Issuing Company: Underwritten by Certain Underwriters at Lloyd's (non-admitted)

Coverage: Health Care Organization Claims-Made Professional and General Liability

Limits of Insurance:

COVERAGE	LIMIT OF LIABILITY		DEDUCTIBLE		RETRO DATE
Professional Liability:	\$1,000,000	Per Claim	\$1,000	Per Claim	2/18/2020
	\$3,000,000	Aggregate	Not Applicable	Aggregate	
General Liability:	Not Applicable	Per Occurrence	Not Applicable	Per Occurrence	Not Applicable
	Not Applicable	Aggregate	Not Applicable	Aggregate	
Employee Benefits:	Not Applicable	Per EBL Event	Not Applicable	Per Claim	Not Applicable
	Not Applicable	EBL Aggregate			
Sexual Misconduct:	\$300,000	Aggregate	Same as PL		2/18/2020
Hired & Non-Owned:	Not Applicable	Aggregate	Not Applicable		Not Applicable
Cyber:	\$0	Aggregate	\$0	Per Claim	Not Applicable

Policy Aggregate: \$3,000,000

Forms: RMCOV (1.2021) - Propraxis Cover Page and Claim Advisory Notice
AH 1111 001 (2.2019) - Declarations Page - CW
AH 1111 002 (7.2020) - Policy
AH 1111 004 (5.2014) - Additional Insured Blanket GL
AH 1111 010 (5.2014) - Delete Insuring Agreement B
AH 1111 011 (5.2014) - Delete Insuring Agreement C
AH 1111 029 (5.2014) - Professional Services Amendment
AH 1111 031 (5.2014) - NMA Mandatory Endorsements
AH 1111 035 (5.2020) - Sexual Misconduct Amendment
AH 1111 065 (5.2020) - Communicable Disease Exclusion

Any preceding quote issued by the Company is void in its entirety as of its inception date and replaced by this quote.

AH 1111 066 (7.2020) - Minimum Earned Premium Endorsement
AH 1111 049 (7.2021) - Statement of Security

Policy Premium: \$5,670 + S/L Taxes and Fees

25.00% Minimum Earned

Pro-Praxis policyholders enjoy complimentary membership to OmniSure's RiskFit® program! RiskFit® membership is essentially what insureds need when they need it...monthly risk tips, Advice-on-Demand via phone or email, online tools to chart performance and RiskFit® Certificates when modules are completed. Additional services are available at a discount.

Subjectivities:

This quote is subject to receipt, review and acceptance of the following subjectivities within the specified timeframes. It is the responsibility of the producer to provide this information to Pro-Praxis for its review and acceptance. If these subjectivities are not received within the specified timeframes, we reserve the right to amend the terms of this proposal:

- Prior to binding we must receive the name and email address for the Risk Management contact for the Named Insured
- Completion of Cyber Liability Supplement
- Signed and dated application with projected visits
- Current loss runs from 2019-2020

Additional Terms and Conditions of this Proposal:

- This quote letter is valid for 30 days from date quoted, or until the effective date of the policy period
- Premium is payable in 15 days of the effective date
- Surplus Lines affidavit is due in 30 days of the effective date
- All taxes, filings, fees and surcharges are the responsibility of the broker

HEALTH CARE ORGANIZATION PROFESSIONAL AND GENERAL LIABILITY INSURANCE POLICY

In consideration of the payment of the premium and in reliance upon all statements made and information furnished to the **Insurer**, including the statements made in the **Application**, the **Insurer** and the **Insured**, subject to all of the terms, conditions and limitations of this Policy and any endorsements thereto, agree as follows:

I. INSURING AGREEMENTS

A. CLAIMS MADE PROFESSIONAL LIABILITY

The **Insurer** will pay on behalf of the **Insured**, subject to the Limit of Liability set forth in Item 4. (a) of the Declarations, **Loss** in excess of the Deductible stated in Item 4. (h) of the Declarations, which the **Insured** becomes legally obligated to pay as a result of a **Claim** alleging a **Medical Incident**, provided always that:

1. such **Claim** is first made against the **Insured** during the **Policy Period** or any applicable Extended Reporting period; and
2. notice of such **Claim** is given to the **Insurer** in accordance with Section IV, **CONDITIONS, B.** of this Policy.

The **Insurer** will have the right and duty to defend any such **Claim** brought against the **Insured**, and will do so even if any of the allegations of the **Claim** are groundless, false or fraudulent.

B. COMMERCIAL GENERAL LIABILITY

The **Insurer** will pay on behalf of the **Insured**, subject to the Limit of Liability set forth in Item 4. (c) of the Declarations, **Loss** in excess of the Deductible stated in Item 4. (j) of the Declarations, which the **Insured** becomes legally obligated to pay as damages because of **Bodily Injury, Property Damage, or Personal or Advertising Injury** caused by an **Occurrence**; provided always that:

1. The **Bodily Injury, Property Damage or Personal or Advertising Injury** is caused by an **occurrence**;
2. The **Bodily Injury, Property Damage or Personal or Advertising Injury** occurs during the policy period; and
3. Prior to the policy period, no **insured** knew that the **Bodily Injury, Property Damage or Personal or Advertising Injury** had occurred, in whole or in part. If an **Insured** knew, that prior to the policy period, that the **Bodily Injury, Property Damage or Personal or Advertising Injury** occurred, then any continuation, change or resumption of such **Bodily Injury, Property Damage or Personal or Advertising Injury** during or after the policy period will be deemed to have been known prior to the policy period.

Bodily Injury, Property Damage or Personal or Advertising Injury will be deemed to have been known to have occurred at the earliest time when an **insured**:

1. Reports all or part of the **Bodily Injury, Property Damage or Personal or Advertising Injury** to us or any other insurer;
2. Receives a written or oral demand or claim for damages because of the **Bodily Injury, Property Damage or Personal or Advertising Injury**; or

3. Becomes aware by any other means that **Bodily Injury, Property Damage or Personal or Advertising Injury** has occurred or has begun to occur.

The **Insurer** will have the right and duty to defend any such **Claim** brought against the **Insured**, and will do so even if any of the allegations of the **Claim** are groundless, false, or fraudulent.

C. CLAIMS MADE EMPLOYEE BENEFITS LIABILITY

The **Insurer** will pay on behalf of the **Insured**, subject to the Limit of Liability set forth in Item 4. (e) of the Declarations, **Loss** in excess of the Deductible stated in Item 4. (l) of the Declarations which the **Insured** becomes legally obligated to pay as a result of a **Claim** alleging injury to **Employees** because of an act, error or omission in the **Insured's Administration** of its **Employee Benefit Program**; provided always that:

1. such **Claim** is first made against the **Insured** during the **Policy Period** or any applicable Extended Reporting period; and
2. notice of such **Claim** is given to the **Insurer** in accordance with Section IV.B. of this Policy.

The **Insurer** will have the right and duty to defend any such **Claim** brought against the **Insured**, and will do so even if any of the allegations of the **Claim** are groundless, false, or fraudulent.

II. DEFINITIONS

A. "Administration" means:

1. Giving advice or counsel to **Employees** or their beneficiaries concerning their rights or interest with regard to the **Employee Benefit Program**;
2. Determining the eligibility of **Employees** to participate in such **Employee Benefit Program**;
3. Interpreting the provisions of such **Employee Benefit Program**;
4. Effecting enrollment and termination of **Employees** in such **Employee Benefit Program**; or
5. Handling and keeping records pertaining to such **Employee Benefit Program**.

B. "Adoption and Foster Care Services" means any referral, coordination, management or participation in a process where a person assumes the parenting of a child (minor) from that person's biological or legal parent. This includes any coordination or participation in a process where a minor is placed into a ward, group home or private home for a temporary period.

C. "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. Advertisement includes:

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**.

D. "Application" means the historical loss and underwriting exposure information submitted via the Insurer's website, through alternative electronic communication and/or in hard copy. Application includes any and all materials and information submitted to or obtained by the Insurer in connection with such applications, including all financial statements of the Insureds and any press releases or other materials disseminated publicly (including information contained on any Internet websites maintained by or on behalf of any Insured), all of which are

deemed to be on file with the **Insurer** and are deemed to be attached to, and form part of, this Policy as if physically attached. If the **Application** uses terms or phrases that differ from terms defined in this Policy, no inconsistency between any term or phrase used in the **Application** and any term defined in this Policy will serve to waive or change any of the terms, conditions and limitations of this Policy.

- E. "**Bodily Injury**" means physical injury, sickness or disease sustained by a person other than a **Patient**, including mental anguish, emotional distress or death resulting therefrom.
- F. "**Claim**" means a written demand seeking monetary damages otherwise covered by this Policy. If an **Insured** becomes aware of any acts, errors or omissions which may subsequently give rise to a written demand, then any **Claim** subsequently made against the **Insured** arising out of such acts, errors or omissions shall, subject to Section IV, CONDITIONS B and C, be treated as if it had been first made during the **Policy Period**.
- G. "**Correctional Facility**" means a prison, a jail or gaol, penitentiary, detention center, correction center, correctional facility, lock-up or remand center, is a facility in which inmates are forcibly confined and denied a variety of freedoms under the authority of a county, state or federal government.
- H. "**Defense Expenses**" means reasonable fees, costs and expenses incurred by or on behalf of the **Insured** in connection with the defense of a **Claim**; however, **Defense Expenses** shall not include:
1. Salaries, remuneration, overhead, fees or benefit expenses of an **Insured**;
 2. Fines, penalties, or taxes levied against an **Insured**;
 3. Fees, costs or expenses incurred without the prior consent of the **Insurer**; or
 4. **Loss**.
- I. "**Employee**" means a person who has been hired by an **Insured** to perform services, and who has an assigned work schedule and appears on the regular payroll of an **Insured**, with applicable federal, state and local taxes withheld. **Employee** does not include an Independent Contractor.
- J. "**Employee Benefit Program**" means any group life insurance, group accident and health insurance, profit sharing plan, pension plan, **Employee** stock subscription plan, workers' compensation, unemployment insurance, social security and disability benefits insurance, or any other similar plan administered by or on behalf of the **Insured** for the benefit of its **Employees**.
- K. "**Employment Practices**" means any actual or alleged breach of employment contract; failure or refusal to hire, employ or promote a person; demotion or discharge of a person; employment-related defamation or humiliation; discipline or evaluation of an **Employee**; discrimination, harassment, segregation, limitation or classification of persons in any way that tends to deprive any person of employment opportunities or otherwise adversely affect his/her status as an **Employee**, because of his/her race, age, sex, national origin, marital status, physical or mental handicap, pregnancy, religion, sexual orientation or preference, military status or any other status that is protected under any applicable federal, state or local statute or ordinance; retaliation; or employment-related misrepresentation. However, **Employment Practices** will not include any of the foregoing that are alleged to result from **Peer Review**.
- L. "**Good Samaritan Acts**" means acts or services provided by or failed to be provided by an **Insured** in rendering emergency treatment, without remuneration, at the scene of an accident, medical crisis or disaster.
- M. "**Hostile Fire**" means a fire which becomes uncontrollable or breaks out from where it was intended to be.
- N. "**Insured**" means any of the following:
1. The **Named Insured**;
 2. Any **Insured Entity**;

3. Any **Employee**, but only while acting within the scope of his/her duties as such; and, solely with respect to Insuring Agreement A. and B., **Insured** shall also mean the following:

- a. Any **Volunteer**, but only while acting within the scope of his/her duties as such;
- b. Any member of a duly authorized board or committee of the **Named Insured**, any person communicating information to such board or committee, or any person charged with the duty of acting as a hearing officer or agent of such committee or executing directives of any such board or committee; provided, however that any such person shall only be an **Insured** while acting within the scope of his/her duties as such;
- c. Any of the **Insured's** medical directors, students, administrators, department heads or chiefs of staff, who are not **Employees**, while acting within the scope of their duties as such; provided, however, that such person shall not be an **Insured** for **Claims** arising out of direct **patient** care rendered or allegedly failed to be rendered by him/her; or
- d. Any member or partner of a joint venture or partnership specifically designated as such in Schedule B, but only with respect to such member or partner's liability arising out of such designated joint venture or partnership;

And solely with regard to Insuring Agreement A., **CLAIMS MADE PROFESSIONAL LIABILITY**, **Insured** shall also mean, in the event of the death, incapacity, or bankruptcy of an **Insured**, the estates, heirs, legal representatives and/or assigns of such **Insured**.

However, no intern, extern, resident, or dental, osteopathic or medical doctor is an **Insured** for any **Medical Incident** unless he or she is specifically named via endorsement in Schedule B.

O. "**Insured Entity**" means the organization(s) listed in Schedule B.

P. "**Insured's Products**" means:

1. Goods or products manufactured, sold, handled or distributed by:
 - a. The **Insured**;
 - b. Others trading under the name of the **Insured**; or
 - c. A person or organization whose assets the **Insured** has acquired in accordance with Condition J.; and
2. Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

Q. "**Insurer**" means the Company identified in the Declarations.

R. "**Loss**" means any monetary amount paid on account of an award, judgment or settlement, which can include punitive or exemplary damages except in those jurisdictions which prohibit insurance coverage for such punitive or exemplary damages. **Loss** shall mean those amounts in excess of the applicable Deductible, which an **Insured** is legally obligated to pay as a result of a **Claim**. However, **Loss** shall not include:

1. Salaries, remuneration, overhead fees or benefit expenses of an **Insured**;
2. Fines, penalties, sanctions or taxes levied against an **Insured**;
3. Non-monetary relief or redress in any form other than monetary compensation or damages, including, but not limited to, injunctive, declaratory and administrative relief;
4. The return, restitution, refund or disgorgement of fees, profits or amounts allegedly wrongfully held and/or retained by an **Insured**;
5. Matters which are uninsurable under applicable law;

6. The payment, satisfaction or writing off of any medical bills or charges by an **Insured**; or
7. **Defense Expenses**.

S. "**Medical Incident**" means:

1. An actual or alleged act, error or omission in an **Insured's** rendering of or failure to render **Medical Professional Services**;
2. An actual or alleged act, error or omission in connection with an **Insured's** activities as a member of a duly authorized board or committee of the **Insured**, or as a member of any committee of the **Insured**, or as a member of any committee of the medical or professional staff of the **Insured** when engaged in **Peer Review** or **Utilization Review**;
3. An actual or alleged act, error or omission in connection with an **Insured's** activities as a member of an accreditation, standards review or similar board or committee;
4. Any actual or alleged act, error or omission in connection with an **Insured's** performance of quality assurance activities;
5. Any actual or alleged act, error or omission in connection with **Good Samaritan Acts**. Or
6. **Bodily Injury** to a **Patient**, unless the **Bodily Injury** arises out of
 - a. fire, smoke, heat or fumes from a hostile fire;
 - b. lightning, windstorm, hail, earthquake or flood;
 - c. vandalism, riot, strike or civil commotion;
 - d. aircraft or vehicles;
 - e. explosion, elevator malfunction, maintenance of a building or structural collapse of a building; and
 - f. smoke, fumes, vapor, or soot from equipment used to heat the building.

T. "**Medical Professional Services**" means services performed by an **Insured** in the treatment or care of any person, including: medical, dental, nursing, psychiatric, osteopathic, chiropractic, counseling or social services or other professional care or services; the furnishing or dispensing of medications, drugs, blood, blood products, or medical or surgical supplies, equipment or appliances; the furnishing of food or beverages in connection with such treatment or care; and the handling of or performance of post-mortem examinations on human bodies.

U. "**Named Insured**" means the entity identified in Item 1 of the Declarations.

V. "**Occurrence**" means:

1. With respect to **Bodily Injury** or **Property Damage**, an accident, including continuous or repeated exposure to substantially the same general harmful conditions, which results in injury neither expected nor intended by the **Insured**;
2. With respect to **Personal or Advertising Injury**, a covered offense as set forth in Definition W.

W. "**Patients**" means any persons or human bodies admitted, registered, or whose admission or registration is precluded by an emergent situation, to receive **Medical Professional Services** from an **Insured**.

X. "**Peer Review**" means the process of evaluating any individual or entity for purposes of selecting, employing, contracting with or credentialing current or prospective providers of **Medical Professional Services**; provided, however, that such evaluation must be performed by members of a duly authorized professional review board or committee of the **Insured**.

Y. "**Personal or Advertising 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; or

3. The wrongful eviction from, wrongful entry into or invasion of the right of private occupation of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
4. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, product or services;
5. Oral or written publication, in any manner, of material that violates a person's right of privacy;
6. The **Insured's** use of another's advertising idea in its **Advertisement**;
7. The **Insured's** use of another's copyright, trade dress or slogan in its **Advertisement**; or
8. The **Insured's** infringement upon another's copyright, trade dress or slogan in its **Advertisement**.

Z. "**Policy Period**" means the period from the Inception Date stated in Item 2 of the Declarations to the earlier of the Expiration Date stated in Item 2 of the Declarations or the cancellation date.

AA. "**Pollutant**" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

BB. "**Property Damage**" means:

1. Physical injury to or destruction of tangible property, including all loss of use thereof as a result of such physical injury or destruction; or
2. Loss of use of tangible property that is not physically injured.

CC. "**Related Claims**" means all **Claims** based on, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving the same or related facts, circumstances, situations, transactions or events or the same or related series of facts, circumstances, situations, transactions or events, whether related logically, causally or in any other way.

DD. "**Retroactive Date**" means the date set forth in Item 4. (m), (n), (o) of the Declarations Page;

EE. "**Subsidiary**" means any entity during any time in which the **Named Insured** owns or controls, directly or indirectly, more than fifty percent (50%) of the outstanding securities representing the right to vote for the election of such entity's directors or members of the board of managers.

FF. "**Utilization Review**" means the process of evaluating the appropriateness or necessity of **Medical Professional Services** provided or to be provided by an **Insured**. **Utilization Review** includes prospective, concurrent and retrospective review of such **Medical Professional Services**; however, **Utilization Review** does not include services or activities performed in administering benefits or managing health care plans for others.

GG. "**Volunteer**" means a person providing services and/or labor to the **Insured**, without being paid by the **Insured** for providing such services and/or labor and under the supervision or direction of the **Insured**. **Volunteer** shall not include any **Employee** or independent contractor.

III. **EXCLUSIONS**

A. **Exclusions Applicable To Insuring Agreement I.A., CLAIMS-MADE PROFESSIONAL LIABILITY**

As respects Insuring Agreement I.A., CLAIMS-MADE PROFESSIONAL LIABILITY, this policy shall not apply to any **Claim** based on, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving:

1. **Bodily Injury, Property Damage, or Personal or Advertising Injury**, unless such **Claim** is from a **Patient**;
2. Any actual or alleged Wrongful Act by any of the **Insured's** Directors or Officers in the discharge of their duties as such. For purposes of this Exclusion A.2, "Wrongful Act" shall mean any actual or alleged misstatement, misleading statement, act, error or omission;
3. The rendering of or failure to render **Medical Professional Services** by any person other than an **Insured**; However, this Exclusion shall not apply to the **Insured's** vicarious liability with regard to such **Medical Professional services**;

4. Any **Medical Incident** arising out of the ownership, maintenance, use, operation, or entrustment to others of any aircraft, auto, watercraft, motor vehicle or semi-trailer, or the loading or unloading thereof; provided, however, that this exclusion A.4 will not apply to any **Claim** arising out of a **Medical Incident** in connection with the loading or unloading of **Patients**; or
5. Any **Medical Incident** taking place prior to the **Retroactive Date** stated in Item 4. (m) of the Declarations.
6. Any act or omission of an **Insured** (1) for which the **Insured**, or any person for whom an **Insured** is vicariously liable, does not hold any required license to perform, (2) which occurs during any time such **Insured's** license to practice his or her profession has been suspended, revoked or voluntarily surrendered or (3) which constitutes a violation of any restriction imposed upon the **Insured's** license.

B. Exclusions Applicable to Insuring Agreement I.B., GENERAL LIABILITY

As respects Insuring Agreement I.B., GENERAL LIABILITY, this policy shall not apply to any **Claim** based on, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving:

1. Injury arising out of a **Medical Incident**. It is further agreed that this Insuring Agreement does not apply to any **Claim** arising from a **Patient**; provided, however, that this exclusion B.1 shall not apply to any **Claim** based on, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving:
 - a. fire, smoke, heat or fumes from a hostile fire;
 - b. lightning, windstorm, hail, earthquake or flood;
 - c. vandalism, riot, strike or civil commotion;
 - d. explosion, elevator malfunction, or structural collapse of a building; and
 - e. smoke, fumes, vapor, or soot from equipment used to heat the building.
2. **Bodily Injury, Property Damage, or Personal or Advertising Injury** arising out of an **Occurrence** taking place prior to the effective date as stated in Item 2 of the Declarations;
3. **Bodily Injury, Property Damage, or Personal or Advertising Injury** expected or intended from the standpoint of the **Insured**; provided, however, that this exclusion shall not apply to **Bodily Injury** resulting from the use of reasonable force to protect any person or property from injury or damage;
4. **Personal or Advertising Injury** arising out of the written or oral publication of material:
 - a. If done by or at the direction of an **Insured** with knowledge of its falsity; or
 - b. Which was first published prior to the **Retroactive Date** stated in Item 4. (n) of the Declarations. For purposes of this subsection, if such material was first published prior to the effective date as stated in Item 2 of the Declarations, it shall be immaterial whether such material as re-published or allegedly caused injury during the **Policy Period**;
5. **Bodily Injury or Property Damage** arising out of the ownership, maintenance, use, operation, or entrustment to others of any aircraft, auto, watercraft, motor vehicle or semi-trailer, or the loading or unloading thereof;
6. **Property Damage** to:
 - a. Any property the **Insured** owns or rents;
 - b. Any premises sold, given away, or abandoned by the **Named Insured**;
 - c. Any property loaned to the **Insured**;
 - d. Any personal property in the care, custody or control of the **Insured**; or
 - e. The **Insured's Products**, arising out of such products or any part thereof;
7. **Property Damage** to property that has not been physically injured, arising out of:
 - a. A delay or failure by or on behalf of the **Insured** in performing any contract or agreement; or

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- b) a violation of the CAN-SPAM Act of 2003, including any amendment of or addition to such laws, by the sending or transmitting of an e-mail;
 - c) any other activity that violates the TCPA or the CAN-SPAM Act of 2003, including any amendment of or addition to such laws;
 - d) any activity that violates any other statute, ordinance or regulation of any federal, state or local government, including any amendment of or addition to such laws, that prohibits or limits the sending, transmitting or communication of material or information;
 - e) any violation of the Employee Retirement Income Security Act (ERISA) or similar law;
 - f) any violation of the Racketeer Influenced and Corrupt Organizations (RICO) Act or similar law;
 - g) any violation of the Health Insurance Portability and Accountability Act (HIPAA); or
 - h) any providing, marketing, advertising or billing of fraudulent or unnecessary **medical professional services**.
2. Any acts, errors, omissions, **Medical Incidents, Occurrences**, facts, matters, events, suits or demands notified or reported to, or in accordance with, any policy of insurance or policy or program of self-insurance in effect prior to the Inception date of this Policy;
 3. Any acts, errors, omissions of **Occurrences** taking place prior to the earlier of:
 - a. The Inception date; or
 - b. The Inception date of the first policy issued by the **Insurer** to the **Insured**, of which this Policy is a renewal; or
 - c. If any **Insured** on or before such date knew or reasonably could have foreseen that such act, error, omission or **Occurrence** might result in a **Claim**;
 4. Any actual or alleged sexual misconduct or sexual abuse;
 5. Any injury or **damage** arising, directly or indirectly, out of **Adoption and Foster Care Services**
 6. Injury or damage arising in whole or in part, directly or indirectly, out of:
 - a. **Medical Professional Services** rendered to any inmate, **patient** or prisoner who is being treated, cared for, detained or imprisoned at any **Correctional Facility**; or
 - b. **Occurrences**, acts or events taking place at a **Correctional Facility**
 7. Any actual or alleged price fixing; restraint of trade; monopolization; unfair trade practices; or violation of any federal statute involving antitrust, monopoly, price fixing, price discrimination, predatory pricing or restraint of trade activities, or of any rules or regulations promulgated under or in connection with any of the foregoing statutes, or of any similar provision of any federal state or local statute, rule or regulation or common law.
 8. Any actual or alleged liability of an **Insured** under any express contract or agreement, unless such a liability would have attached in the absence of such contract or agreement. For purposes of this Exclusion D.8, an "express contract or agreement" is an actual agreement by contracting parties, the terms of which are openly stated in distinct or explicit language, either orally or in writing, at the time of its making;
 9. Any actual or alleged liability of an **Insured** under any workers compensation, unemployment compensation, disability benefits or similar law or regulation;
 10. Injury or damage arising in whole or in part, directly or indirectly, out of hazardous materials, including any actual, alleged or threatened discharge, dispersal, release or escape of:
 - a. asbestos or silica; or
 - b. **Pollutants**;

However, Exclusion D.10.b. shall not apply to **Bodily Injury** or **Property Damage** to a **Patient**, visitor or invitee, arising out of heat, smoke or fumes from a **Hostile Fire**. Exclusion D.8.c. shall not apply to **claims** arising out of a **Medical Incident**.

11. Any direct or indirect consequence of war, invasion, act of foreign enemy, hostilities, (whether or not war is declared), civil war, rebellion, revolution, civil insurrection, strike, or riot; provided, however, that this Exclusion D.11 shall not apply to "terrorism" as that term is defined in the Terrorism Risk Insurance Act of 2002;
12. **Employment Practices**;
13. Any **Insured's** failure to maintain licensure status, or any services outside of the **Insured's** license;
14. Any administrative disciplinary, licensing or regulatory **Claim** asserted by or on behalf of a government entity;
15. Any injury, damage, loss or defense costs arising, directly or indirectly, out of cyber liability from:
 - a. the breach of privacy or a breach of confidentiality of personally identifiable information;
 - b. a transmission of code from the insured's computer systems that damages a third party's computer systems;
 - c. any regulatory fines, assessments, investigation costs or data restoration costs from a breach of privacy, a breach in confidentiality or corruption of the insured's or a third party's computer systems
16. Any **Claim** asserted by or on behalf of an **Insured** against another **Insured**; provided, however, that this Exclusion D.13 will not apply to preclude or limit coverage for an otherwise covered **Claim** based on, arising out of or in any way involving:
 - a. **Peer Review**;
 - b. the **Insured's Administration** of its **Employee Benefit Program**; or
 - c. a **Medical Incident**.

IV. CONDITIONS

A. **Limits of Liability**

1. The amount stated in Item 4. (g) of the Declarations shall be the maximum aggregate Limit of Liability of the **Insurer** for all **Loss** resulting from all **Claims** for which this Policy provides coverage, regardless of the number of **Claims**, the number of persons or entities included within the definition of **Insured**, or the number of Claimants.
2. The amount stated in Item 4. (b) of the Declarations shall be the maximum aggregate Limit of Liability of the **Insurer** for all **Loss** resulting from all **Claims** for which Insuring Agreement I.A provides coverage.
3. The amount stated in Item 4. (d) of the Declarations shall be the maximum aggregate Limit of Liability of the **Insurer** for all **Loss** resulting from all **Claims** for which Insuring Agreement I.B provides coverage.
4. The amount stated in Item 4. (f) of the Declarations shall be the maximum aggregate Limit of Liability of the **Insurer** for all **Loss** resulting from all **Claims** for which Insuring Agreement I.C provides coverage.
5. **Defense Expenses** to which this Policy applies are in addition to the **Insurer's** Limit of Liability, and payment of **Defense Expenses** will not reduce the Deductible and/or applicable Limit of Liability.
6. The obligation of the **Insurer** to pay **Loss** will only be in excess of the applicable Deductible set forth in Item 4. (h) thru (l) of the Declarations. The **Insurer** will have no obligation whatsoever, either to the **Insureds** or to any person or entity, to pay all or any portion of such Deductible on behalf of any **Insured**, although the **Insurer** will, at its sole discretion, have the right and option to do so, in which event the **Insureds** agree to repay the **Insurer** any amounts so paid. The Deductible shall be included in, and shall not be in addition to, the applicable Limit of Liability.
7. In the event a **Claim** is first made against the **Insured** during the **Policy Period** that involves more than one (1) Insuring Agreement under this Policy, it is understood and agreed that only one (1) Deductible and one (1)

Limit of Liability will apply to such **Claim**, which shall be the highest applicable per **Claim** Limit of Liability set forth in Item 4. (a), (c) or (e) of the Declarations and the Deductible corresponding to such Limit of Liability.

8. All **Insureds** under this Policy share in the applicable Limit of Liability. In no event will the number of **Insureds** involved in a **Claim** increase the Limit of Liability.
9. If a **Claim** involves this Policy and any other policy issued by the **Insurer**, its predecessor, or any of the **Insurer's** affiliated companies or their predecessors, the Limits of Liability which will apply to such **Claim** will be a single Limit of Liability, which shall be the highest applicable per **Claim** limit available under all such policies. In no event will more than one policy issued by the **Insurer** respond to a **Claim**, and the single policy responding to such **Claim** shall be the Policy in force at the time the earliest act, error, omission or **Occurrence** giving rise to such **Claim** took place, consistent with Section IV.D below, "Related Acts Deemed Single Act."

B. Reporting of Claims and Circumstances

1. If, during the **Policy Period** or any applicable Extended Reporting Period, any **Claim** is first made against any **Insured**, the **Insured** must, as a condition precedent to any right to coverage under this Policy, give the **Insurer** written notice of such **Claim** as soon as practicable thereafter, and in no event later than:

- a. With respect to a **Claim** first made during the **Policy Period**, thirty (30) days after the Expiration Date; or
- b. With respect to a **Claim** first made during an extended reporting Period, thirty (30) days after such **Claim** is first made.

Timely and sufficient notice by one **Insured** of a **Claim** or **Related Claims** shall be deemed timely and sufficient notice for all **Insureds** involved in the **Claim** or **Related Claims**. Such notice shall give full particulars of the **Claim** or **Related Claims**, including, without limitation, a description of the acts, errors or omissions, the identities of the potential claimants and involved **Insureds**, the injury or damages which have resulted and/or may result from such acts, errors or omissions, and the manner in which the **Insured** first became aware of such acts, errors or omissions.

2. If, during the **Policy Period**, an **Insured** first becomes aware of any acts, errors or omissions which may subsequently give rise to a **Claim**, and:

- a. Gives the **Insurer** written notice of such acts, errors or omissions with full particulars as soon as practicable thereafter, but in any event before the end of the **Policy Period**; and
- b. Requests coverage under this Policy for any **Claim** subsequently arising from such reported acts, errors or omissions as soon as practicable after such **Claim** is made;

then any **Claim** subsequently made against the **Insured** arising out of such acts, errors or omissions shall, subject to Condition C. below, be treated as if it had been first made during the **Policy Period**. The full particulars required in any notice given under Condition B.2 above must include, without limitation, a description of the acts, errors or omission, the identities of the potential claimants and involved **Insureds**, the injury or damages which have resulted and/or may result from such acts, errors or omissions, the manner in which the **Insured** first became aware of such acts, errors or omissions, and the reasons why the **Insured** believes a **Claim** is likely to be made. The **Insured's** conduct of internal loss control activities, without more, will not constitute reporting under Condition B.2.

C. Related Claims Deemed Single Claim; Date Claim Made

All **Related Claims**, whenever made, shall be deemed to be a single **Claim** and shall be deemed to have been first made on the earliest of the following dates:

1. The date on which the earliest **Claim** within such **Related Claims** was received by an **Insured**; or
2. The date on which written notice was first given to the **Insurer** of an act, error, omission or **Occurrence** which subsequently gave rise to any of the **Related Claims**, regardless of the number and identity of claimants, the number and identity of **Insureds** involved, or the number and timing of the **Related Claims**, and even if the **Related Claims** comprising such single **Claim** were made in more than one **Policy Period**.

D. Related Acts Deemed Single Act

1. With regard to Insuring Agreement I.A., **CLAIMS-MADE PROFESSIONAL LIABILITY**, all damages arising from the same or related acts, errors or omissions are considered to arise out of a single **Medical Incident**. With regard to the applicability of the Retroactive Date, all related **Medical Incidents** will be considered one **Medical Incident**, which will be considered first occurring on the date that the first **Medical Incident** comprising the related **Medical Incidents** was first committed.
2. With regard to Insuring Agreement I.B., **GENERAL LIABILITY**, all damages arising from the same or related accidents, acts, offenses, publications or general conditions are considered to arise out of a single **Occurrence**, regardless of the frequency or repetition thereof, the type of damage at issue, or the number of claimants. Such **Occurrence** will be deemed to have first taken place at the time the first **Occurrence** comprising the related accidents, acts or general conditions first occurred.
3. With regard to Insuring Agreement I.C., **CLAIMS-MADE EMPLOYEE BENEFITS LIABILITY**, all damages arising from the same or related acts, errors or omissions in the **Insured's Administration** of its **Employee Benefit Program** are considered to arise out of a single act, error or omission. With regard to the applicability of the Retroactive Date, all related wrongful acts will be considered one wrongful act, which will be considered first occurring on the date that the first wrongful act comprising the related acts, errors or omissions was first committed.

E. Defense and Settlement

1. The **Insurer** will have the right to make investigations and conduct negotiations and to enter into such settlement of any **Claim** as the **Insurer** deems appropriate.
2. With respect to Insuring Agreement I.A, the **Insurer** will have no obligation to pay **Loss** or **Defense Expenses**, or to defend or continue to defend any **Claim** after the **Insurer's** maximum aggregate Limit of Liability, as set forth in Item 4. (b) of the Declarations, has been exhausted by the payment of **Loss**.
3. With respect to Insuring Agreement I.B, the **Insurer** will have no obligation to pay **Loss** or **Defense Expenses**, or to defend or continue to defend any **Claim** after the **Insurer's** maximum aggregate Limit of Liability, as set forth in Item 4. (d) of the Declarations, has been exhausted by the payment of **Loss**.
4. With respect to Insuring Agreement I.C, the **Insurer** will have no obligation to pay **Loss** or **Defense Expenses**, or to defend or continue to defend any **Claim** after the **Insurer's** maximum aggregate Limit of Liability, as set forth in Item 4. (f) of the Declarations, has been exhausted by the payment of **Loss**.

F. Assistance and Cooperation

In the event of a **Claim**, the **Insureds** shall provide the **Insurer** with all information, assistance and cooperation that the **Insurer** reasonably requests. At the **Insurer's** request, the **Insureds** shall assist in:

1. Investigating, defending and settling **Claims**;
2. Enforcing any right of contribution or indemnity against a third party who may be liable to any **Insured**; and

3. 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.

G. Inspection and Audit

The **Insurer** will be permitted, but not obligated, to inspect the **Insured's** property and operations at any time, upon reasonable notice. Neither the **Insurer's** right to make inspections nor the making of any such inspections shall constitute an undertaking, on behalf of or for the benefit of the **Insured** or others, to determine or warrant that such property and operations are safe. The **Insurer** may examine and audit the **Insured's** books and records at any time, upon reasonable notice, as far as such books and records relate to the subject matter of this Policy.

H. Subrogation

In the event of any payment hereunder, the **Insurer** shall be subrogated to the extent of any payment to all of the rights of recovery of the **Insureds**. The **Insureds** shall execute all papers and do everything necessary to secure such rights, including the execution of any documents necessary to enable the **Insurer** effectively to bring suit in the **Insureds'** name.

I. Other Insurance/Other Indemnification

1. This Policy shall be excess of and shall not contribute with:
 - a. Any other insurance or plan or program of self-insurance (whether collectible or not), unless such other insurance or self-insurance is specifically stated to be in excess of this Policy; and
 - b. Any contribution or indemnification to which an **Insured** is entitled from any entity other than another **Insured**.This Policy shall not be subject to the terms of any other policy of insurance or plan or program of self-insurance.
2. If any other policy or policies issued by the **Insurer** or any of its affiliated companies, or by any predecessors or successors of the **Insurer** or its affiliated companies, shall apply to any **Claim**, then the aggregate limit of liability with respect to all **Loss** covered under this Policy and all covered loss under such other policies shall not exceed the highest applicable limit of liability, subject to its applicable deductible or retention, that shall be available under any one of such policies, including this Policy. This Condition I.2 shall not apply with respect to any other policy which is specifically written as excess insurance over this Policy.

J. Mergers, Acquisitions, or Newly Created Entities

If, during the **Policy Period**, any of the following events occurs:

1. **Any Insured Entity** acquires any assets, acquires a **Subsidiary**, or acquires any entity by merger and, at the time of such transaction, the assets so acquired or the assets of the entity so acquired exceed fifteen (15%) of the total assets of the Parent Corporation as reflected in the Parent Corporation's most recent consolidated financial statements; or
2. **Any Insured Entity** assumes any liabilities and, at the time of such assumption, the liabilities so assumed exceed fifteen percent (15%) of the total liabilities of the Parent Corporation as reflected in the Parent Corporation's most recent consolidated financial statements; then, for a period of thirty (30) days after the effective date of such event, the coverage granted by this Policy shall extend to any **Claims** arising out of covered acts, errors, omissions or **Occurrences** that take place after the effective date of such event and arise out of or relate to the entity, assets or liabilities acquired, assumed or merged with. After the expiration of such thirty (30) day period, there shall be no coverage under this Policy for such **Claims** unless: (a) within such thirty (30) day period, the **Insurer** receives from the **Insured** such information regarding details of the

transaction as the **Insurer** requests and; (b) the **Insurer** specifically agrees by written endorsement to this Policy to provide such coverage upon such terms, conditions and limitations, including payment of additional premium, as the **Insurer**, at its sole discretion, may require.

K. Sales or Dissolution of Insured Entities; Cessation of Business

1. If, during the **Policy Period**:

- a. The **Named Insured** is dissolved, sold, acquired by, merged into or consolidated with another entity such that the **Named Insured** is not the surviving entity, or such that any person, entity or affiliated group of persons or entities obtains:
 - i. The right to elect or appoint more than fifty percent (50%) of the **Named Insured's** directors, trustees or member managers, as applicable; or
 - ii. More than fifty percent (50%) of the **Named Insured's** equity or assets; or
- b. The **Named Insured** ceases to do business for any reason; or
- c. A receiver, liquidator, conservator, trustee, rehabilitator or similar administrator is appointed for the **Named Insured**;

then in any such event (any of which events is referred to in this Condition K. as a "Material Event"), coverage under this Policy for all **Insureds** shall continue in full force and effect until the Expiration Date or any earlier cancellation date, but this Policy shall apply only to covered acts, errors or omissions committed or allegedly committed before such Material Event. There will be no coverage under this Policy with respect to any **Claim** against any **Insured** based upon, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving any covered acts, errors or omissions committed or allegedly committed on or after the date of such Material event.

2. If, during the **Policy Period**, any **Insured Entity** other than the **Named Insured** is involved in a Material Event, coverage under this Policy for covered acts, errors or omissions committed or allegedly committed before such Material Event by such **Insured Entity** shall continue in full force and effect until the Expiration Date or any earlier cancellation date. There will be no coverage under this Policy with respect to any **Claim** against such **Insured Entity** based upon, arising out of, directly or indirectly resulting from, in consequence of or involving any way or involving any otherwise covered acts, errors or commissions of such Material Event. Coverage under this Policy shall continue in full force and effect for all other **Insureds**.

L. Cancellation or Non-Renewal

1. The **Insurer** may cancel this Policy by mailing written notice to the **Named Insured** at the last known address stated in Item 1 of the Declarations stating when, no less than sixty (60) days thereafter or such longer period as may be required by law, such cancellation shall be effective. However, in the event the **Insured** fails to pay a premium when due, the **Insurer** may cancel this Policy effective upon ten (10) days' written notice, or such longer period as may be required by law, by providing notice to the **Named Insured** in the manner set forth in the preceding sentence.
2. The **Named Insured** may cancel this Policy prospectively only by mailing the **Insurer** written notice stating when thereafter such cancellation shall be effective. In such event, the earned premium shall be computed in accordance with the customary short rate table and procedure.
3. 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.

4. If at the time of cancellation any **Claim** to which this Policy may apply has been made against any **Insured**, the Insurer will consider the minimum earned premium to be 100% and the same will be deemed fully earned.
5. The **Insurer** will not be required to renew this Policy upon its expiration.

M. Extended Reporting Periods

If this Policy is canceled for any reason other than non-payment of premium or is not renewed by the **Insurer**, an extended Reporting Period shall be made available as described in this Condition M.; however, any such Extended Reporting Period shall apply only to **Claims** which arise out of acts, errors, omissions or **Occurrences** taking place before the effective date of such cancellations or non-renewal ("Termination Date.") No Extended Reporting Period shall in any way increase the applicable Limit of Liability as stated in Items 4. (a) thru (f) of the Declarations, and the **Insurer's** maximum aggregate Limit of Liability for all **Loss** from all **Claims** first made during the **Policy Period** or any Extended Reporting Period shall not exceed the Limit of Liability stated in Item 4. (g) of the Declarations. The offer of renewal terms, conditions, limits of liability, retentions or premium different from those in effect prior to renewal shall not constitute cancellation or refusal to renew for purposes of this Condition M. The Extended Reporting Period will apply as follows:

1. The **Insured** shall be entitled to an Automatic Extended Reporting Period of thirty (30) days, beginning as of the Termination Date and requiring no additional premium; provided, however, that such automatic 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 **Named Insured** may purchase an additional Extended Reporting Period by notifying the **Insurer** 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 must be paid no later than thirty (30) days after the Termination Date.

If the **Insured** does not elect to purchase an additional Extended Reporting Period as described in condition M.2 above or fails to pay the additional premium therefore within thirty (30) days after the Termination Date, the **Insured** will not have any right to purchase an additional Extended Reporting Period at a later time. Failure to elect to purchase an additional Extended Reporting Period or to pay the additional premium therefore will not affect the application of the automatic Extended Reporting Period described in Condition M.1 above.

N. Representations and Warranties; Incorporation of Application

The **Insureds** represent and warrant that the particulars and statements contained in the **Application** are true, accurate and complete, and agree that:

1. This Policy is issued and continued in force by the **Insurer** 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** for purposes of this Condition N., 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.

O. Action Against Insurer

1. No action shall lie against the **Insurer** unless, as conditions precedent thereto, the **Insureds** have fully complied with all of the terms of this Policy and the amount of the **Insureds'** obligation to pay has been

- finally determined either by judgment against the **Insureds** after adjudicatory proceedings, or by written agreement of the **Insureds**, the claimant and the **Insurer**.
2. No individual or entity shall have any right under this Policy to join the **Insurer** as a party to any **Claim** to determine the liability of any **Insured**; nor shall the **Insurer** be impeded by an **Insured** or his, her or its legal representative in connection with any such **Claim**.

P. Insolvency of Insured

The **Insurer** shall not be relieved of any of its obligations under this Policy by the bankruptcy or insolvency of any of the **Insureds** or any of their estates.

Q. Notice

Notice to any **Insured** shall be sent to **Named Insured** at the address designated in Item 1 of the Declarations. **The Insureds** agree that the **Named Insured** shall act on their behalf with respect to receiving any notices and any return premiums from the **Insurer**.

R. Changes

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

S. Assignment

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

T. Entire Agreement

The Insureds agree that this Policy, including the **Application**, Declarations and any endorsements, constitutes the entire agreement between them and the **Insurer** or any of the **Insurer's** agents related to this insurance.

U. 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 this coverage.

V. Service of Suit

Pursuant to any statute of any state, territory or District of the United States which makes provision therefore, we hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their 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 Policy.

W. Coverage Territory

The Coverage Territory shall be deemed to be anywhere in the world, with the exception of any country or jurisdiction which is subject to trade or other economic sanction or embargo by the United States of America, provided a **Claim** or suit for damages within the Coverage Territory must be brought within the United States of America.

Payments under this Policy shall only be made in full compliance with all United States of America economic or trade sanction laws or regulations, including, but not limited to, sanctions, laws and regulations administered and enforced by the U. S. Treasury Department's Office of Foreign Assets Control ("OFAC").

Endorsement number 1
This endorsement, effective 2/18/2022
Forms a part of policy number
Issued to Deiter J. Duff
By Underwritten by certain underwriters at Lloyd's

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

HEALTHCARE LIABILITY INSURANCE POLICY

ADDITIONAL INSURED - BLANKET GL

This endorsement modifies insurance provided under this policy.

The following terms are added to **SECTION II - DEFINITIONS, L. Insured.**

ADDITIONAL INSURED

It is agreed that when a written contract executed by the Insured requires an entity to be named as an additional **insured**, this policy will extend additional **insured** status. The organization will be covered as an additional **insured** but only for **Claims** made against the organization from allegations of the **Named Insured's** negligence in performing or failing to perform duties as specified under the contract between the organization and the **Named Insured**.

This coverage starts no earlier than the date when the contract is implemented and ends when the contract between the organization and the **Named Insured** expires or is terminated. As a requirement of this endorsement, the **Named Insured** will provide a bordereau of all contracts that agree to additional **insured** status.

This additional insured status and this extension are only applicable to **Claims** covered under **INSURING AGREEMENT I.B., COMMERCIAL GENERAL LIABILITY**.

Endorsement number	2
This endorsement, effective	2/18/2022
Forms a part of policy number	
Issued to	Deiter J. Duff
By	Underwritten by certain underwriters at Lloyd's

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

HEALTHCARE LIABILITY INSURANCE POLICY

DELETION OF INSURING AGREEMENT B

This endorsement modifies insurance provided under this Policy.

In consideration of the premium charged, Insuring Agreement B is deleted in its entirety.

Endorsement number 3
This endorsement, effective 2/18/2022
Forms a part of policy number
Issued to Deiter J. Duff
By Underwritten by certain underwriters at Lloyd's

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

HEALTHCARE LIABILITY INSURANCE POLICY

DELETION OF INSURING AGREEMENT C

This endorsement modifies insurance provided under this Policy.

In consideration of the premium charged, Insuring Agreement C is deleted in its entirety.

Endorsement number	4
This endorsement, effective	2/18/2022
Forms a part of policy number	
Issued to	Deiter J. Duff
By	Underwritten by certain underwriters at Lloyd's

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

HEALTHCARE LIABILITY INSURANCE POLICY

PROFESSIONAL SERVICES AMENDMENT

This endorsement modifies insurance provided under this Policy.

SECTION II DEFINITIONS, R. is deleted and replaced with the following:

Solely in the performance of providing post mortem services.

Endorsement number 5
This endorsement, effective 2/18/2022
Forms a part of policy number
Issued to Deiter J. Duff
By Underwritten by certain underwriters at Lloyd's

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

HEALTHCARE LIABILITY INSURANCE POLICY

NMA- MANDATORY ENDORSEMENTS

It is agreed and understood, that these clauses amend and form a part of the terms, exclusion, conditions and limitations of the policy to which it is attached:

SANCTION LIMITATION AND EXCLUSION CLAUSE

LMA3100 - 15/09/10

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

SEVERAL LIABILITY NOTICE

LSW1001 (Insurance) - 08/94

The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

SERVICE OF SUIT CLAUSE (U.S.A.)

NMA1998 - 24/4/86

It is agreed that in the event of the failure of the Underwriters hereon to pay any amount claimed to be due hereunder, the Underwriters hereon, at the request of the Insured (or Reinsured), will submit to the jurisdiction of a Court of competent jurisdiction within the United States. Nothing in this Clause constitutes or should be understood to constitute a waiver of Underwriters' rights to commence an action in any Court of competent jurisdiction in the United States, to remove an action to a United States District Court, or to seek a transfer of a case to another Court as permitted by the laws of the United States or of any State in the United States.

It is further agreed that service of process in such suit may be made upon {Response} and that in any suit instituted against any one of them upon this contract, Underwriters will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

The above-named are authorized and directed to accept service of process on behalf of Underwriters in any such suit and/or upon the request of the Insured (or Reinsured) to give a written undertaking to the Insured (or Reinsured) that they will enter a general appearance upon Underwriters' behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefor, Underwriters hereon hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their 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 Reinsured) or any beneficiary hereunder arising out of this contract of insurance (or reinsurance), and hereby designate the above-named as the person to whom the said officer is authorized to mail such process or a true copy thereof.

WAR AND TERRORISM EXCLUSION ENDORSEMENT

NMA2918 - 08/10/01

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss;

- I. war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or
- II. any act of terrorism.

For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any onizingion(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This endorsement also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to 1 and/or 2 above.

If the Underwriters allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Assured.

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

RADIOACTIVE CONTAMINATION EXCLUSION CLAUSE-LIABILITY-DIRECT (U.S.A.)

NMA1477 - 13/2/64

In relation to liability arising outside the U.S.A., its Territories or Possessions, Puerto Rico or the Canal Zone, this Policy does not cover any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from onizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.

NUCLEAR INCIDENT EXCLUSION CLAUSE-LIABILITY-DIRECT (BROAD) (U.S.A.)

NMA1256 – 17/3/60

Owners, Landlords and Tenants Liability, Contractual Liability, Elevator Liability, Owners or Contractors (including railroad) Protective Liability, Manufacturers and Contractors Liability, Product Liability, Professional and Malpractice Liability, Storekeepers Liability, Garage Liability, Automobile Liability (including Massachusetts Motor Vehicle or Garage Liability), not being insurances of the classifications to which the Nuclear Incident Exclusion Clause-Liability-Direct (Limited) applies.

This Policy* does not apply:

- I. Under any Liability Coverage, to injury, sickness, disease, death or destruction:
 - a. with respect to which an insured under the Policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
 - b. resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the insured is, or had this Policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
- II. Under any Medical Payments Coverage, or under any Supplementary Payments Provision relating to immediate medical or surgical relief, to expenses incurred with respect to bodily injury, sickness, disease or death resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.
- III. Under any Liability Coverage, to injury, sickness, disease, death or destruction resulting from the hazardous properties of nuclear material, if:
 - a. the nuclear material (1) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (2) has been discharged or dispersed therefrom;
 - b. the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or
 - c. the injury, sickness, disease, death or destruction arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (c) applies only to injury to or destruction of property at such nuclear facility.

IV. As used in this endorsement:

"hazardous properties" include radioactive, toxic or explosive properties; "nuclear material" means source material, special nuclear material or by-product material; "source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act 1954 or in any law amendatory thereof; "spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor; "waste" means any waste material (1) containing by-product material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof; "nuclear facility" means:

- a. any nuclear reactor,
- b. any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,
- c. any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,
- d. any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste, and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations; "nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material. With respect to injury to or destruction of property, the word "injury" or "destruction" includes all forms of radioactive contamination of property.

It is understood and agreed that, except as specifically provided in the foregoing to the contrary, this clause is subject to the terms, exclusions, conditions and limitations of the Policy to which it is attached.

* NOTE: As respects policies which afford liability coverages and other forms of coverage in addition, the words underlined should be amended to designate the liability coverage to which this clause is to apply.

Endorsement number 6
This endorsement, effective 2/18/2022
Forms a part of policy number
Issued to Deiter J. Duff
By Underwritten by certain underwriters at Lloyd's

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
HEALTHCARE LIABILITY INSURANCE POLICY

SEXUAL MISCONDUCT AMENDMENT

The following exclusion is added to **SECTION III. EXCLUSIONS, D. 4.** is deleted in its entirety.

The **Insurer** will pay on behalf of the **Insured, Loss and Defense Expenses**, in excess of the Deductible stated in Item 4. (h) of the Declarations, which the **Insured** becomes legally obligated to pay as a result of a **Sexual Misconduct Claim**, provided always that:

1. such **Claim** is first made against the **Insured** during the **Policy Period** or any applicable Extended Reporting period; and
2. notice of such **Claim** is given to the **Insurer** in accordance with **SECTION IV, CONDITIONS, B.** of this Policy.

We will defend **Sexual Misconduct Claims** applicable to this exclusion until admission of guilt or final adjudication during a criminal proceeding. If any person committed the conduct specified above, or if such actions are imputed to the **Named Insured**, such person will reimburse the Insurer for any **Defense Expenses** advanced to the **Named Insured**.

The most we will pay in **Defense Expenses** and **Loss** for any **Claim** covered under this endorsement is:

\$300,000	Per Claim
\$500,000	Annual Aggregate

Under the terms of this endorsement, **Defense Expenses** erode and are within our limit of liability. The limits of insurance afforded under this endorsement erode and are a sub-limit of the Limit of Insurance shown in Item 4. (b) of the Declarations.

For the purpose of this endorsement, **Sexual Misconduct Claim** means a **Claim** that is based upon, arises out of, directly or indirectly results from, is in consequence of, or in any way involves any alleged:

1. Sexual abuse;
2. Sexual harassment, including any unwelcome sexual advance, request for a sexual favor, or other conduct of a sexual nature against a Third Party;
3. Physical abuse;
4. Licentious, immoral or sexual behavior intended to lead to or culminate in any sexual act; or
5. Transmission of any communicable disease; actually or allegedly caused by or at the instigation of, or at the direction of, or omission by, any person.

In addition to the exclusions found in **SECTION III**, the following exclusion applies to this endorsement.

1. This coverage does not apply to any sexual misconduct taking place prior to 2/18/2020.

Endorsement number 7
This endorsement, effective 2/18/2022
Forms a part of policy number
Issued to Deiter J. Duff
By Underwritten by certain underwriters at Lloyd's

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
HEALTHCARE LIABILITY INSURANCE POLICY**

COMMUNICABLE DISEASE, EPIDEMIC AND PANDEMIC EXCLUSION

This endorsement modifies insurance provided under the following:

In consideration of the premium charged for the Policy, it is hereby understood and agreed that:

SECTION III – EXCLUSIONS, D. EXCLUSIONS APPLICABLE TO ALL INSURING AGREEMENTS, is amended to include the following exclusion:

Communicable Disease, Epidemic and Pandemic

arising out of, based upon, in connection with, resulting from, contributed to by or attributable to, directly or indirectly, in whole or in part, any actual, alleged or suspected:

- a. **Communicable Disease**; or
- b. **Epidemic or Pandemic**.

For the purposes of this endorsement the following definitions are added:

Epidemic means a widespread occurrence of a **Communicable Disease** which affects a disproportionately large number of individuals constituting an increase in the number of cases of such **Communicable Disease** above what is normally expected within a population, community or region over a particular period of time.

Pandemic means an **Epidemic**, which the World Health Organization has declared to be, or assessed or characterized as a pandemic in any public statement.

Communicable Disease means an illness or disease caused by the infection, presence and growth of pathogenic biologic agents in an individual human or other animal host, including but not limited to any bacteria, virus, mold, mildew, fungi, parasite or other vector and which biologic agents or its toxins are directly or indirectly transmitted to infected individuals by physical contact with an infectious person, consuming contaminated foods or beverages, contact with contaminated body fluids, contact with contaminated inanimate objects, inhalation, being bitten by an infected animal, insect or tick, or other means.. **Communicable Disease** includes coronavirus disease 2019 (COVID-19) or any other disease caused by severe acute respiratory syndrome coronavirus 2 (SARS-CoV 2) (previously known as 2019-nCoV), or any disease caused by any mutation or variation of SARS-CoV 2.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

Endorsement number 8
This endorsement, effective 2/18/2022
Forms a part of policy number
Issued to Deiter J. Duff
By Underwritten by certain underwriters at Lloyd's

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
HEALTHCARE LIABILITY INSURANCE POLICY**

MINIMUM EARNED PREMIUM

This endorsement modifies insurance provided under the following:

In consideration of the premium charged for the Policy, it is hereby understood and agreed that:

SECTION IV. – CONDITIONS, is amended to include the following:

This policy is subject to a minimum earned premium. In the event this policy is canceled at the **Named Insured's** request, it is agreed the premium retained will not be less than the premium for the full original period of coverage times the Minimum Earned Premium percentage shown in the schedule below.

Minimum Earned Premium
25.00%

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

Endorsement number	
This endorsement, effective	2/18/2022
Forms a part of policy number	
Issued to	Deiter J. Duff
By	Underwritten by certain underwriters at Lloyd's

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

HEALTHCARE LIABILITY INSURANCE POLICY

STATEMENT OF SECURITY

Underwritten by Certain Underwriters at Lloyd's, broken down as follows:

SYNDICATE (ALLIED HEALTH)	SLIP %
Lloyd's Syndicate # 1729 DUW	21.980
Lloyd's Syndicate # 609 AUW	17.580
Lloyd's Syndicate # 2987 BRT	15.384444
Lloyd's Syndicate # 2988 BRT	4.395556
Lloyd's Syndicate #2001AML	8.790
Lloyd's Syndicate # 1618 Kll	4.400
Lloyd's Syndicate #2121 ARG	2.200
Lloyd's Syndicate #1975 COV	5.490
Lloyd's Consortium #4893 AES	10.990
Lloyd's Syndicate #2488 CGM	8.790
Total	100.00

SYNDICATE (CYBER)	SLIP %
<u>Lloyd's Syndicate # 2987 BRT</u>	<u>100.000</u>
Total	100.00