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Proposed Attorneys for the Chapter 11 Debtors and Debtors In Possession

UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA - LOS ANGELES DIVISION

In re VERITY HEALTH SYSTEM OF CALIFORNIA, INC., *et al.*, Debtors and Debtors In Possession.	Lead Case No. 2:18-bk-20151-ER (Proposed To Be) jointly administered with: Case No. 18- Case No. 18- Case No. 18- Case No. 18- Case No. 18- Case No. 18- Case No. 18- Case No. 18- Case No. 18- Case No. 18- Case No. 18- Case No. 18- Case No. 18- Case No. 18- Case No. 18- Case No. 18- Case No. 18- Case No. 18- Chapter 11 Cases
☒ Affects All Debtors ☐ Affects O'Connor Hospital ☐ Affects Saint Louise Regional Hospital ☐ Affects St. Francis Medical Center ☐ Affects St. Vincent Medical Center ☐ Affects Seton Medical Center ☐ Affects O'Connor Hospital Foundation ☐ Affects Saint Louise Regional Hospital Foundation ☐ Affects St. Francis Medical Center of Lynwood Medical Foundation ☐ Affects St. Vincent Foundation ☐ Affects St. Vincent Dialysis Center, Inc. ☐ Affects Seton Medical Center Foundation ☐ Affects Verity Business Services ☐ Affects Verity Medical Foundation ☐ Affects Verity Holdings, LLC ☐ Affects DePaul Ventures, LLC ☐ Affects DePaul Ventures - San Jose Dialysis, LLC Debtors and Debtors In Possession.	Adv. Proc. No. _____
VERITY HEALTH SYSTEM OF CALIFORNIA, INC., *et al.*, Debtors and Debtors In Possession Plaintiff, v. OLD REPUBLIC INSURANCE COMPANY and CITY NATIONAL BANK, Defendants.	**VERIFIED COMPLAINT FOR INJUNCTION ENJOINING DEFENDANT FROM MAKING CERTAIN DRAWS ON A LETTER OF CREDIT**

1820151180831000000000008

Plaintiffs Verity Health System of California, Inc. ("VHS") and the above-referenced affiliated debtors, the debtors and debtors in possession in the above-captioned Chapter 11 bankruptcy cases (the "Chapter 11 Cases") (collectively, the "Debtors" or "Plaintiffs" or "Insureds"), by its undersigned counsel, for its Complaint against Defendants Old Republic Insurance Company ("Old Republic") and City National Bank ("CNB," and collectively with Old Republic, the "Defendants"), upon knowledge as to its own actions and upon information and belief as to the other allegations, allege as follows:

I. PARTIES

1. On August 31, 2018, the Plaintiffs/Debtors filed voluntary petitions for relief under Chapter 11 of the United States Bankruptcy Code in the United States Bankruptcy Court for the Central District of California, Los Angeles Division (the "Bankruptcy Court") (Lead Case No.: 2:18-bk-20151-ER).

2. Debtor VHS, a California nonprofit public benefit corporation, is the sole corporate member of the following five Debtor California nonprofit public benefit corporations that operate six acute care hospitals, O'Connor Hospital, Saint Louise Regional Hospital, St. Francis Medical Center, St. Vincent Medical Center, Seton Medical Center, and Seton Medical Center Coastside (collectively, the "Hospitals") and other facilities in the state of California. Seton Medical Center and Seton Medical Center Coastside operate under one consolidated acute care license.

3. VHS, the Hospitals, and their affiliated entities (collectively, "Verity Health System") operate as a nonprofit health care system in the state of California, with approximately 1,680 inpatient beds, six active emergency rooms, a trauma center, over fifteen medical office buildings, and a host of medical specialties, including tertiary and quaternary care.

4. The VHS affiliated entities, including the Debtors and non-debtor entities, are as follows:

- O'Connor Hospital
- Saint Louise Regional Hospital
- St. Francis Medical Center
- St. Vincent Medical Center
- Seton Medical Center, including Seton Medical Center Coastside

- Verity Business Services
- Marillac Insurance Company, Ltd.
- O'Connor Hospital Foundation
- Saint Louise Regional Hospital Foundation
- St. Francis of Lynwood Medical Center Foundation
- St. Vincent Medical Center Foundation
- Seton Medical Center Foundation
- St. Vincent de Paul Ethics Corporation
- St. Vincent Dialysis Center
- De Paul Ventures, LLC
- De Paul Ventures - San Jose Dialysis, LLC
- De Paul Ventures - San Jose ASC, LLC
- Verity Medical Foundation
- Verity Holdings, LLC

5. Verity Medical Foundation ("VMF"), incorporated in 2011, is a medical foundation, exempt from licensure under California Health & Safety Code § 1206(l). VMF contracts with physicians and other healthcare professionals to provide high quality, compassionate, patient-centered care to individuals and families throughout California. With more than 100 primary care and specialty physicians, VMF offers medical, surgical and related healthcare services for people of all ages at community-based, multi-specialty clinics conveniently located in areas served by the Debtor Hospitals. VMF holds long-term professional services agreements with the following medical groups: (a) Verity Medical Group; (b) All Care Medical Group, Inc.; (c) CFL Children's Medical Associates, Inc.; (d) Hunt Spine Institute, Inc.; (e) San Jose Medical Clinic, Inc., D/B/A San Jose Medical Group; and (f) Sports, Orthopedic and Rehabilitation Associates.

6. Verity Holdings, LLC ("Holdings") is a direct subsidiary of its sole member VHS and was created in 2016 to hold and finance VHS' interests in four medical office buildings whose tenants are primarily physicians, medical groups, healthcare providers, and certain of the VHS Hospitals. Holdings' real estate portfolio includes more than 15 properties.

7. O'Connor Hospital Foundation, Saint Louise Regional Hospital Foundation, St. Francis of Lynwood Medical Center Foundation, St. Vincent Medical Center Foundation, and Seton Medical Center Foundation handle fundraising and grant-making programs for each of their respective Debtor Hospitals.

8. Defendant Old Republic is, on information and belief, a Pennsylvania corporation, with its principal office at 133 Oakland Avenue, Greenberg, PA 15601-2247.

9. Old Republic is licensed in California to issue workers' compensation and employer's liability insurance, and other insurance policies, and its agent for service of process in California is The Prentice-Hall Corporation System, Inc.

10. Defendant CNB is, on information and belief, registered with the Comptroller of the Currency in Los Angeles, California, with its principal office at 555 South Flower Street, Los Angeles, CA 90071. CNB directs service to City National Bank Legal Processing Unit at 350 S. Grand Ave., Los Angeles, CA.

II. JURISDICTION AND VENUE

11. This Court has jurisdiction over this proceeding pursuant to 28 U.S.C. §§ 157(b)(2) and 1334(b). This is a core proceeding under 28 U.S.C. §157(b)(2) (A), (B) and (O). It is brought as an adversary proceeding under Rule 7001(7) of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules") and seeks injunction relief pursuant to Rule 65 of the Federal Rules of Civil Procedure (incorporated by Bankruptcy Rule 7065).

12. Venue is proper in this Court under 28 U.S.C. §1409.

III. RELEVANT FACTUAL BACKGROUND

A. Insurance Policies Issued by Old Republic and Marillac

13. Prior to the Petition Date, one or more of the Debtors obtained a Workers' Compensation and Employers Liability Insurance Policy with Old Republic as the named insurer

(the "Workers' Compensation Policy," an accurate copy of which is attached hereto as **Exhibit A**.) The Workers' Compensation Policy provides coverage up to $1 million for each workers' compensation claim and includes a $500,000 deductible for each claim. The current term of the Workers' Compensation Policy is from July 1, 2018 to July 1, 2019. Under the Workers' Compensation Policy, the Debtors are liable to Old Republic for all deductible amounts that Old Republic might pay on the Debtors' behalf. However, in practice, Old Republic has never advanced deductible amounts; instead, Marillac (defined below), working with a third-party administrator, funds those payments.

14. One or more of the Debtors also entered into a Deductible Liability Protection Policy Agreement with insurer Marillac Insurance Company, Ltd. ("Marillac"). An accurate copy of the Deductible Liability Protection Policy Agreement is attached hereto as **Exhibit B**. Marillac is a captive insurer of the Debtors (*i.e.*, it is wholly owned by VHS) and is organized under Cayman Island law and is not admitted to transact insurance business in the State of California. Under the Deductible Liability Protection Policy Agreement, Marillac agreed to insure payment of the Debtors' deductible obligations to Old Republic of up to $500,000 per claim under the Workers' Compensation Policy.

15. Marillac also issued a professional and general liability insurance policy (the "Marillac Professional and General Liability Policy," an accurate copy of which is attached hereto as **Exhibit C**) to one or more of the Debtors, both at the primary and excess levels.

16. Marillac also issued an excess policy (the "Marillac Excess Policy," an accurate copy of which is attached hereto as **Exhibit D**), to one or more of the Debtors. The Marillac Excess Policy provides excess coverage, not only for the primary Marillac Professional and General Liability Policy, but also for automobile liability, heliport and non-owned aircraft liability, employer's liability and certain other general liability. The Marillac Excess Policy is

100% reinsured.

17. The Debtors, as employers and operators of a non-profit healthcare system in California, must maintain workers' compensation insurance coverage. *See, e.g.* Cal. Lab. Code § 3700 (requiring workers' compensation coverage). Also, as a practical and legal matter, the Debtors cannot operate a healthcare system without professional and general liability insurance, among other coverages.

B. Letter of Credit

18. The Workers' Compensation Policy required the Debtors to provide Old Republic a letter of credit as security for the Debtors' obligations under the Workers' Compensation Policy. *See* Workers' Compensation Policy - Program Agreement Endorsement, § 9.1.

19. The Debtors' obligations under the Workers' Compensation Policy consists primarily of insurance premiums ($511,128 per quarter), deductibles (which include Losses, Allocated Loss Adjustment Expenses) (on average $400,000 to $650,000 per month), Unallocated Loss Adjustment Expenses (*e.g.*, rent and salaries) (estimated as $702,000 annually, paid quarterly), and other obligations which are negligible in amount (the "WC Obligations"). *See* Workers' Compensation Policy, Program Agreement Endorsement, § 4(e) (defining "Obligations"). The Debtors have made one quarterly payment of the premium for the Workers' Compensation Policy for the current policy term.

20. To satisfy the security requirement under the Workers' Compensation Policy, Debtors arranged for issuance of an irrevocable letter of credit by CNB, with Old Republic as the named beneficiary and Marillac as the account party (the "Letter of Credit," an accurate copy of which is attached hereto as **Exhibit E**).

21. The Letter of Credit, in the amount of $34,087,296, fully secures the Debtors' WC Obligations to Old Republic under the Workers' Compensation Policy. The amount of security

needed, and therefor the amount of the Letter of Credit, is determined by Old Republic. The Workers' Compensation Policy provides that Old Republic may, "as it deems appropriate or necessary . . . review the security requirement. [Old Republic] shall have the sole right to determine the adequacy of the amount of security to be held." Workers' Compensation Policy, Program Agreement Endorsement, § 9.2. The current Letter of Credit amount is shown in a July 30, 2018 amendment of the Letter of Credit, an accurate copy of which is attached hereto as **Exhibit F**.

22. The Letter of Credit has never been drawn on since it was initially issued on November 28, 2016 and has been renewed and reissued annually ever since. The Letter of Credit provides that it shall automatically renew for a period of twelve (12) months, subject to an unlimited number of renewals, unless CNB notifies Old Republic of its intention not to renew. The Letter of Credit currently is set to expire on July 29, 2019. The Debtors expect to sell some or all of their assets prior to July 29, 2019.

23. The Debtors have paid all premiums due under the Workers' Compensation Policy and the Deductible Liability Protection Policy Agreement, and Marillac has timely made payments for all of the Debtors' deductible obligations under the Workers' Compensation Policy. The Debtors believe that Marillac will continue to make such payments postpetition.

24. If the Debtors' WC Obligation are not first paid by Marillac or the Debtors, Old Republic may draw upon the Letter of Credit to reimburse Old Republic for payment of the Debtors' WC Obligations. *See* Workers' Compensation Policy - Program Agreement Endorsement, § 9.3. The Program Agreement Endorsement also provides that Old Republic may draw the Letter of Credit in full in the event that the Letter of Credit is not renewed and acceptable replacement security is not furnished to Old Republic prior to its expiration on July 29, 2019. *See* Workers' Compensation Policy - Program Agreement Endorsement, § 9.3(b). No

relief is sought herein as to such draws or CNB executing on the collateral *pro tanto* in the event of such draw.

25. Old Republic may also draw the entire $34,087,296 Letter of Credit amount "in the event of the filing of a voluntary or involuntary petition in bankruptcy by [the Debtors], the insolvency of the [Debtors], the admission in writing by the [Debtors] of its inability to pay its debts as they become due, or a general assignment by the [Debtors] of its assets for the benefit of creditors." Workers' Compensation Policy - Program Agreement Endorsement, § 9.3(c).

26. If Old Republic draws the entire Letter of Credit in full, CNB will likely seek enforcement of its rights under the Letter of Credit and liquidate the collateral, consisting of $34,087,296 of liquid Marillac assets held in a CNB account.

27. Because the vast bulk of Marillac's assets secure the Letter of Credit, the liquidation of Marillac's assets would cause Marillac to become insolvent under applicable Cayman Islands law and unable to continue to pay the claims on the Marillac Professional and General Liability Policy. *See* Declaration of David Dinner, ¶¶ 30-31, filed concurrently herewith.

28. The collapse of Marillac would be catastrophic, causing the Debtors to lose their professional and general liability coverage with Marillac. Further, because Marillac is a Cayman Islands entity, there would be no guarantee association protection for claimants and individuals covered by the Marillac Professional and General Liability Policy. *See* Declaration of David Dinner, ¶ 7. It is unlikely that another insurer would issue a replacement professional and general liability policy to the Debtors given their financial situation, except (if at all) with rates of premium that the Debtors could not afford. Likewise, the collapse of Marillac would cause the Marillac Excess Policy either to be cancelled or otherwise be unavailable as a source of insurance cover. Declaration of David Dinner, ¶ 31. The Marillac Excess Policy is fully reinsured. However, if Marillac is unable to effect exhaustion of its primary payment because it is unable to

pay covered losses, the excess layer, and hence reinsurance, may not be triggered (assuming it is not cancelled).

29. The collapse of Marillac would be catastrophic to the Debtors' workers' compensation program. Without the Deductible Liability Protection Policy Agreement in place, it is unlikely that Old Republic would continue or renew the Workers' Compensation Policy. The Debtors would have an extremely difficult time replacing the Workers' Compensation Policy. It is unlikely that the Debtors could obtain a new large deductible workers' compensation policy from another insurance carrier. First, any carrier likely would refuse to issue such policy because of the Debtors' financial condition, and second, even if a carrier would contemplate issuing such a policy, the collateral requirement would be unaffordable and, as a practical matter, beyond the Debtors' available unencumbered assets. Likewise, even if the Debtors could find a carrier to issue a first-dollar workers' compensation policy, the premium for such a policy would likely be cost prohibitive.

30. In sum, if Old Republic draws the entire amount of the Letter of Credit, the Debtors will suffer grievous injury on account of the loss of multiple insurance coverages and policies.

IV. CAUSE OF ACTION AGAINST DEFENDANTS

Temporary Restraining Order and Preliminary Injunction pursuant to 11 U.S.C. §§ 105 and 362

31. The Debtors re-allege and incorporate by this reference each and every allegation set forth in paragraphs 1 through 30 above, inclusive, as though fully set forth herein.

32. Old Republic's Program Agreement Endorsement with the Debtors provides that Old Republic has the right to draw the entire Letter of Credit amount, upon the Debtors' insolvency or bankruptcy filing, regardless of any failure of payment by the Debtors or Marillac. This right is in addition to Old Republic's right to draw an amount necessary to reimburse itself

for deductible and other obligations not paid by Debtors or Marillac in the ordinary course.

33. The Debtors will suffer immediate and irreparable injury absent a temporary restraining order and preliminary injunction enjoining and restraining Old Republic from drawing on the Letter of Credit in full due to the Debtors' insolvency or bankruptcy filing. If Old Republic draws down the Letter of Credit in full, the Debtors will ultimately lose their professional and general liability insurance coverage and the ability to maintain the Workers' Compensation Policy in the future. If this happens, the Debtors will no longer be able to operate their business and will suffer immediate and irreparable harm.

34. The requested injunction is necessary for the Debtors to successfully continue to operate pending resolution of their bankruptcy cases, sell some or all of their assets as a going concern and then confirm a plan.

35. Old Republic will suffer no harm whatsoever if it is enjoined from drawing down the Letter of Credit in full upon on the Debtors' insolvency or bankruptcy filing. The injunction requested is limited in scope and duration. It does not bar Old Republic from drawing down the Letter of Credit to the extent the Debtors' WC Obligations are not paid by Marillac (with respect to deductibles owed) or by the Debtors (with respect to premiums and other charges owed) in the ordinary course. In the event Marillac or the Debtors do not make a payment to cover the remaining WC Obligations, the requested injunction will not enjoin Old Republic from drawing down the Letter of Credit by the amount of the outstanding WC Obligations. Old Republic is also not enjoined from drawing the Letter of Credit in full in the event that the Letter of Credit expires without renewal and acceptable replacement security is not provided prior to expiration.

36. The public interest favors the Debtors who sought protection of the Bankruptcy Court to facilitate a chapter 11 case that will allow the Debtors' vital health system, including hospitals and medical clinics, to continue as a going concern. The Debtors' health system is a

vital safety net servicing over 300,000 patients in California per year. The public interest in a hospital case includes the interests of patients and the health plans and payors who are responsible for ensuring adequate networks for their members. The public interest does not favor permitting Old Republic to draw down the Letter of Credit in an amount not needed to keep it fully secured, to the prejudice of all other creditors and patients and other affected.

37. Also, unique circumstances are present in this case, sufficient to extend the automatic stay to enjoin Old Republic from drawing the entire amount of the Letter of Credit upon the Debtors' insolvency or bankruptcy filing.

38. Accordingly, the Debtors are entitled to an injunction of limited scope and duration. The requested injunction shall only enjoin Old Republic from drawing down the entire Letter of Credit amount based upon on the Debtors' insolvency or bankruptcy filing. Old Republic shall not be enjoined from drawing upon the Letter of Credit to reimburse Old Republic for payment of the Debtors' WC Obligations, to the extent not paid by Marillac or the Debtors, or from drawing the Letter of Credit in full if the Letter of Credit expires without replacement security furnished to Old Republic. CNB will also not be enjoined from executing on collateral *pro tanto* in the event of such draw. The duration of the requested injunction shall continue until the earlier of confirmation of a plan or resolution of the chapter 11 bankruptcy case.

V. CONCLUSION AND PRAYER

WHEREFORE, on the basis of the foregoing, the Debtors respectfully request a judgment or order against Old Republic and CNB as follows:

(a) an order issuing a temporary injunction enjoining Old Republic from drawing down the entire amount of the Letter of Credit based upon the Debtors' insolvency or bankruptcy filing until the Debtors' confirm a plan or the resolution of the bankruptcy case, whichever occurs earlier; and

(b) such other and further relief as the Court deems appropriate.

Dated: August 31, 2018

Respectfully submitted,

DENTONS US LLP

By */s/ Samuel R. Maizel*
Samuel R. Maizel
John A. Moe, II
Tania M. Moyron

Attorneys for the Debtors

VERIFICATION

I, Richard G. Adcock, hereby declare that:

1. I am at the Chief Executive Officer of Verity Health System of California, Inc., a corporation organized and existing under the laws of California, which is the Plaintiff in the above-captioned adversary proceeding, and I have been authorized to make this verification on its behalf.

2. I have read the foregoing Verified Complaint for Temporary Restraining Order and Preliminary Injunction pursuant to 11 U.S.C. §§ 105 and 362 (the "Complaint") on file herein and know the contents thereof. It is based on my personal knowledge and business records of the Debtors provided to me, as well as the Declaration of David R. Dinner.

3. The matter stated in the Complaint is true and correct to the best of my knowledge, except as to those matters which are therein indicated to be verified by the concurrently filed Declaration of David R. Dinner.

I declare under penalty of perjury that the foregoing is true and correct.

Executed August 30, 2018, in Los Angeles California.

Richard G. Adcock

EXHIBIT A

OLD REPUBLIC INSURANCE COMPANY

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

Policyholder Issuing and Servicing Office:

Old Republic Risk Management, Inc.
445 South Moorland Road, Suite 300
Brookfield, WI 53005
Tel: (877) 797-3400
Fax: (262) 797-0486

OLD REPUBLIC INSURANCE GROUP

INSURED COPY

INSURANCE IS PROVIDED BY
THE COMPANY DESIGNATED ON THE INFORMATION PAGE

IN WITNESS WHEREOF, we have caused this policy to be executed and attested, and, if required by state law, this policy shall not be valid unless countersigned by our authorized representative.

OLD REPUBLIC INSURANCE COMPANY
133 Oakland Avenue
Greensburg, Pennsylvania 15601
A Stock Company

Secretary

President

OLD REPUBLIC INSURANCE COMPANY

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY
INFORMATION PAGE
OLD REPUBLIC INSURANCE COMPANY
(A Stock Company)
NAIC # 24147 NCCI # 11509

Producer Name and Address:
LOCKTON COMPANIES
5500 WAYZATA BLVD.
SUITE 510
MINNEAPOLIS MN 55416-1241
#0540

1. INSURED
The Insured and Mailing Address:
VERITY HEALTH SYSTEM OF CALIFORNIA,
(SEE NAMED INSURED ENDORSEMENT)
2040 E. MARIPOSA AVE.
EL SEGUNDO CA 90245

Policy No. **MWC 313800 00**
Renewal of No. **MWC 310639 00**
FEIN No. **912145484**
MNUI No.
NJTIN
Interstate/Intrastate Risk I.D. No. **364626**

Email:

Other Workplaces not shown above: **On File With Company**

Insured is: **CORPORATION**

2. POLICY PERIOD
The Policy Period is from **07-01-2018** to **07-01-2019** 12:01 AM at the insured's mailing address.

3. COVERAGE
A. Workers Compensation Insurance: Part One of the policy applies to the Workers Compensation Law of the states listed here:
CA

B. Employers Liability Insurance: Part Two of the policy applies to work in each state listed in item 3.A. The limits of our liability under Part Two are:

Bodily Injury by Accident	$	1,000,000	each accident
Bodily Injury by Disease	$	1,000,000	policy limit
Bodily Injury by Disease	$	1,000,000	each employee

C. Other States Insurance: Part Three of the policy applies to the states, if any, listed here: All states Except those listed in 3A and
ND OH PR VI WA WY

D. This policy includes these endorsements and schedules: **See Forms Index**

4. PREMIUM
The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by audit.

CLASSIFICATIONS	CODE NO.	PREMIUM BASIS TOTAL ESTIMATED ANNUAL REMUNERATION	RATE PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
SEE THE EXTENSION OF INFORMATION PAGE				
			Special Assessments, Surcharges And Policy Fees $	261,210
			Total Estimated Annual Premium $	1,801,036
			Total Payable $	2,062,246
			Deposit Premium $	
			Minimum Premium $	825

Premium adjustments will be made as indicated: **ANNUAL**
Issued At: Old Republic Risk Management, Inc.
445 South Moorland Rd., Suite 300
Brookfield, WI 53005
(877) 797-3400

Issued On: **07-24-18**

Countersigned: Gary Hess
Authorized Representative Date

WC 00 00 01 C (01/16) (WI) WC 00 00 01 A
Includes copyrighted material from National Council on Compensation Insurance Inc., with its permission.

INSURED COPY

Policy Number

MWC 313800 00

SCHEDULE OF NAMED INSURED(S)

OLD REPUBLIC INSURANCE COMPANY

Named Insured VERITY HEALTH SYSTEM OF

Effective Date: 07-01-2018
12:01 A.M., Standard Time

Agent Name LOCKTON COMPANIES

Agent No. 540

WC 00 00 01 C (cont.)

THE NAMED INSURED ON FORM WC 00 00 01 C IS AMENDED TO READ:

VERITY HEALTH SYSTEM OF
CALIFORNIA, INC.
VERITY BUSINESS SERVICES
O'CONNOR HOSPITAL
SAINT LOUISE REGIONAL HOSPITAL
ST. VINCENT MEDICAL CENTER
ST. FRANCIS MEDICAL CENTER
SETON MEDICAL CENTER
SETON MEDICAL CENTER COASTSIDE
VERITY MEDICAL FOUNDATION

OLD REPUBLIC INSURANCE COMPANY

FORMS INDEX

Insured: VERITY HEALTH SYSTEM OF
Policy Number: MWC 313800 00
Producer: LOCKTON COMPANIES

Effective Date: 07-01-2018
Expiration Date: 07-01-2019

FORMS MADE A PART OF THIS POLICY AT ISSUANCE:

Form Number	Edition	Description
WC 99 06 42	01-16	WC AND EMPLOYERS LIABILITY JACKET
WC 00 00 01 C	01-16	WC INFORMATION PAGE
WC 99 06 00	06-04	SCHEDULE OF FORMS AND ENDTS
WC 99 06 06	06-04	SCHEDULE OF LOCATIONS
WC 00 00 00 C	01-15	INSURANCE POLICY
WC 99 06 05	06-04	EXTENSION OF INFORMATION PAGE(S)
A		UNINTENTIONAL ERRORS AND OMISSIONS
B		NOTICE OF OCCURRENCE
C		KNOWLEDGE OF OCCURRENCE
WC 99 03 00	06-04	EARLIER NOTICE OF CANCELATION
WC 99 03 04 A	04-15	FOREIGN VOLUNTARY AND EL COVERAGE
PC 009	05-10	DESIGNATED ENTITY-NOTICE OF CANCELATION
WC 00 01 01 A	04-92	DEFENSE BASE ACT COVERAGE ENDT
WC 00 01 09 C	01-15	OUTER CONTINENTAL SHELF LANDS ACT COV
WC 00 02 01 B	01-15	MARITIME COVERAGE ENDT
WC 00 02 03	04-84	VOLUNTARY COMP MARITIME COVERAGE ENDT
WC 00 03 01 A	02-89	ALTERNATE EMPLOYER ENDT
WC 00 03 03 C	10-04	EMPLOYERS LIABILITY COVERAGE ENDT
WC 00 03 19	04-91	EMPLOYEE LEASING CLIENT ENDT
WC 00 04 06	07-84	PREMIUM DISCOUNT ENDT
WC 00 04 19	01-01	PREMIUM DUE DATE ENDORSEMENT
WC 00 04 21 D	01-15	CATASTROPHE (OTHER THAN CERT ACTS) ENDT
WC 00 04 22 B	01-15	TERRORISM RISK PGM REAUTH ACT DISCL ENDT
WC 99 06 04	06-04	LARGE DEDUCTIBLE /LOSS REIM SCHEDULE
WC 99 06 10	09-04	CA WC & EL DED PLAN W/OPT AGG INCL ALAE
WC 04 01 01 A	04-92	CA LONGSHORE & HARBOR WC ACT COVG ENDT
WC 04 03 01 D	02-18	CA POLICY AMENDATORY ENDORSEMENT
WC 04 03 05	01-85	CA VOL COMP & EMPLOYERS LIAB COVG ENDT
WC 04 03 06	04-84	CA WAIVER OF OUR RIGHT TO RECOVER
WC 04 03 10	01-95	CA DUTY TO DEFEND
WC 04 03 60 B	01-15	CA EMPLOYERS' LIAB COV AMENDATORY ENDT
WC 04 04 21	01-08	CA OPTIONAL PREMIUM INCREASE ENDORSEMENT
WC 04 06 01 A	12-93	CA CANCELATION ENDT
WC 95 06 00 A	05-14	PROGRAM AGREEMENT ENDORSEMENT

OLD REPUBLIC INSURANCE COMPANY

FORMS INDEX

Insured: **VERITY HEALTH SYSTEM OF**
Policy Number: **MWC 313800 00**
Producer: **LOCKTON COMPANIES**

Effective Date: **07-01-2018**
Expiration Date: **07-01-2019**

FORMS MADE A PART OF THIS POLICY AT ISSUANCE:

Form Number	Edition	Description
WC 95 06 01	05-14	APPENDIX A - LETTER OF CREDIT
WC 95 06 02	05-14	PROGRAM AGREEMENT SCHEDULE A
WC 95 06 03	05-14	PROGRAM AGREEMENT SCHEDULE B CO DED PREM
WC 95 06 04	05-14	PROGRAM AGREEMENT SCHEDULE C PREM PYMT
WC 34 03 01 C	03-10	OH EMPLOYERS LIABILITY COVERAGE ENDT

OLD REPUBLIC INSURANCE COMPANY

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY
EXTENSION OF INFORMATION PAGE

Insured: **VERITY HEALTH SYSTEM OF**
Policy Number: **MWC 313800 00**
Producer: **LOCKTON COMPANIES**
State: **CALIFORNIA**

Effective Date: **07-01-2018**
Expiration Date: **07-01-2019**
Bureau ID: **364626**

Location(s)

VERITY HEALTH SYSTEM OF CALIFORNIA, INC.
NO FIXED ADDRESS
CA
Legal Entity: Corporation
FEIN: 91-2145484
NAIC Code: 622110

VERITY BUSINESS SERVICES
NO FIXED ADDRESS
CA
Legal Entity: Corporation
FEIN: 51-0650139
NAIC Code: 622110

O'CONNOR HOSPITAL
NO FIXED ADDRESS
CA
Legal Entity: Corporation
FEIN: 91-2154436
NAIC Code: 622110

SAINT LOUISE REGIONAL HOSPITAL
NO FIXED ADDRESS
CA
Legal Entity: Corporation
FEIN: 91-2154437
NAIC Code: 622110

OLD REPUBLIC INSURANCE COMPANY

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY
EXTENSION OF INFORMATION PAGE

Insured: **VERITY HEALTH SYSTEM OF**
Policy Number: **MWC 313800 00**
Producer: **LOCKTON COMPANIES**
State: **CALIFORNIA**

Effective Date: **07-01-2018**
Expiration Date: **07-01-2019**
Bureau ID: **364626**

Location(s)

ST. VINCENT MEDICAL CENTER
NO FIXED ADDRESS
CA
Legal Entity: Corporation
FEIN: 91-2154438
NAIC Code: 622110

ST. FRANCIS MEDICAL CENTER
NO FIXED ADDRESS
CA
Legal Entity: Corporation
FEIN: 91-2154439
NAIC Code: 622110

SETON MEDICAL CENTER
NO FIXED ADDRESS
CA
Legal Entity: Corporation
FEIN: 91-2154441
NAIC Code: 622110

SETON MEDICAL CENTER COASTSIDE
NO FIXED ADDRESS
CA
Legal Entity: Corporation
FEIN: 91-2154441
NAIC Code: 622110

OLD REPUBLIC INSURANCE COMPANY

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY
EXTENSION OF INFORMATION PAGE

Insured: **VERITY HEALTH SYSTEM OF**
Policy Number: **MWC 313800 00**
Producer: **LOCKTON COMPANIES**
State: **CALIFORNIA**

Effective Date: **07-01-2018**
Expiration Date: **07-01-2019**
Bureau ID: **364626**

Location(s)

VERITY MEDICAL FOUNDATION
NO FIXED ADDRESS
CA
Legal Entity: Corporation
FEIN: 45-3691852
NAIC Code: 622110

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

In return for the payment of the premium and subject to all terms of this policy, we agree with you as follows:

GENERAL SECTION

A. **The Policy**

This policy includes at its effective date the Information Page and all endorsements and schedules listed there. It is a contract of insurance between you (the employer named in Item 1 of the Information Page) and us (the insurer named on the Information Page). The only agreements relating to this insurance are stated in this policy. The terms of this policy may not be changed or waived except by endorsement issued by us to be part of this policy.

B. **Who is Insured**

You are insured if you are an employer named in Item 1 of the Information Page. If that employer is a partnership, and if you are one of its partners, you are insured, but only in your capacity as an employer of the partnership's employees.

C. **Workers Compensation Law**

Workers Compensation Law means the workers or workmen's compensation law and occupational disease law of each state or territory named in Item 3.A. of the Information Page. It includes any amendments to that law which are in effect during the policy period. It does not include any federal workers or workmen's compensation law, any federal occupational disease law or the provisions of any law that provide nonoccupational disability benefits.

D. **State**

State means any state of the United States of America, and the District of Columbia.

E. **Locations**

This policy covers all of your workplaces listed in Items 1 or 4 of the Information Page; and it covers all other workplaces in Item 3.A. states unless you have other insurance or are self-insured for such workplaces.

PART ONE
WORKERS COMPENSATION INSURANCE

A. **How This Insurance Applies**

This workers compensation insurance applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.

1. Bodily injury by accident must occur during the policy period.
2. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The employee's last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period.

B. **We Will Pay**

We will pay promptly when due the benefits required of you by the workers compensation law.

C. **We Will Defend**

We have the right and duty to defend at our expense any claim, proceeding or suit against you for benefits payable by this insurance. We have the right to investigate and settle these claims, proceedings or suits.

We have no duty to defend a claim, proceeding or suit that is not covered by this insurance.

D. **We Will Also Pay**

We will also pay these costs, in addition to other amounts payable under this insurance, as part of any claim, proceeding or suit we defend:

1. reasonable expenses incurred at our request, but not loss of earnings;
2. premiums for bonds to release attachments and for appeal bonds in bond amounts up to the amount payable under this insurance;
3. litigation costs taxed against you;
4. interest on a judgment as required by law until we offer the amount due under this insurance; and
5. expenses we incur.

E. **Other Insurance**

We will not pay more than our share of benefits and costs covered by this insurance and other

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insurance or self-insurance. Subject to any limits of liability that may apply, all shares will be equal until the loss is paid. If any insurance or self-insurance is exhausted, the shares of all remaining insurance will be equal until the loss is paid.

F. **Payments You Must Make**

You are responsible for any payments in excess of the benefits regularly provided by the workers compensation law including those required because:

1. of your serious and willful misconduct;
2. you knowingly employ an employee in violation of law;
3. you fail to comply with a health or safety law or regulation; or
4. you discharge, coerce or otherwise discriminate against any employee in violation of the workers compensation law.

If we make any payments in excess of the benefits regularly provided by the workers compensation law on your behalf, you will reimburse us promptly.

G. **Recovery From Others**

We have your rights, and the rights of persons entitled to the benefits of this insurance, to recover our payments from anyone liable for the injury. You will do everything necessary to protect those rights for us and to help us enforce them.

H. **Statutory Provisions**

These statements apply where they are required by law.

1. As between an injured worker and us, we have notice of the injury when you have notice.
2. Your default or the bankruptcy or insolvency of you or your estate will not relieve us of our duties under this insurance after an injury occurs.
3. We are directly and primarily liable to any person entitled to the benefits payable by this insurance. Those persons may enforce our duties; so may an agency authorized by law. Enforcement may be against us or against you and us.
4. Jurisdiction over you is jurisdiction over us for purposes of the workers compensation law. We are bound by decisions against you under that law, subject to the provisions of this policy that are not in conflict with that law.
5. This insurance conforms to the parts of the workers compensation law that apply to:
   a. benefits payable by this insurance;
   b. special taxes, payments into security or other special funds, and assessments payable by us under that law.
6. Terms of this insurance that conflict with the workers compensation law are changed by this statement to conform to that law.

Nothing in these paragraphs relieves you of your duties under this policy.

PART TWO
EMPLOYERS LIABILITY INSURANCE

A. **How This Insurance Applies**

This employers liability insurance applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.

1. The bodily injury must arise out of and in the course of the injured employee's employment by you.
2. The employment must be necessary or incidental to your work in a state or territory listed in Item 3.A. of the Information Page.
3. Bodily injury by accident must occur during the policy period.
4. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The employee's last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period.
5. If you are sued, the original suit and any related legal actions for damages for bodily injury by accident or by disease must be brought in the United States of America, its territories or possessions, or Canada.

B. **We Will Pay**

We will pay all sums that you legally must pay as damages because of bodily injury to your employees, provided the bodily injury is covered by this Employers Liability Insurance.

The damages we will pay, where recovery is permitted by law, include damages:

1. For which you are liable to a third party by reason of a claim or suit against you by that third party to recover the damages claimed against

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such third party as a result of injury to your employee;

2. For care and loss of services; and
3. For consequential bodily injury to a spouse, child, parent, brother or sister of the injured employee; provided that these damages are the direct consequence of bodily injury that arises out of and in the course of the injured employee's employment by you; and
4. Because of bodily injury to your employee that arises out of and in the course of employment, claimed against you in a capacity other than as employer.

C. **Exclusions**

This insurance does not cover:

1. Liability assumed under a contract. This exclusion does not apply to a warranty that your work will be done in a workmanlike manner;
2. Punitive or exemplary damages because of bodily injury to an employee employed in violation of law;
3. Bodily injury to an employee while employed in violation of law with your actual knowledge or the actual knowledge of any of your executive officers;
4. Any obligation imposed by a workers compensation, occupational disease, unemployment compensation, or disability benefits law, or any similar law;
5. Bodily injury intentionally caused or aggravated by you;
6. Bodily injury occurring outside the United States of America, its territories or possessions, and Canada. This exclusion does not apply to bodily injury to a citizen or resident of the United States of America or Canada who is temporarily outside these countries;
7. Damages arising out of coercion, criticism, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination against or termination of any employee, or any personnel practices, policies, acts or omissions;
8. Bodily injury to any person in work subject to the Longshore and Harbor Workers' Compensation Act (33 U.S.C. Sections 901 et seq.), the Nonappropriated Fund Instrumentalities Act (5 U.S.C. Sections 8171 et seq.), the Outer Continental Shelf Lands Act (43 U.S.C. Sections 1331 et seq.), the Defense Base Act (42 U.S.C. Sections 1651–1654), the Federal Mine Safety and Health Act (30 U.S.C. Sections 801 et seq. and 901–944), any other federal workers or workmen's compensation law or other federal occupational disease law, or any amendments to these laws;
9. Bodily injury to any person in work subject to the Federal Employers' Liability Act (45 U.S.C. Sections 51 et seq.), any other federal laws obligating an employer to pay damages to an employee due to bodily injury arising out of or in the course of employment, or any amendments to those laws;
10. Bodily injury to a master or member of the crew of any vessel, and does not cover punitive damages related to your duty or obligation to provide transportation, wages, maintenance, and cure under any applicable maritime law;
11. Fines or penalties imposed for violation of federal or state law; and
12. Damages payable under the Migrant and Seasonal Agricultural Worker Protection Act (29 U.S.C. Sections 1801 et seq.) and under any other federal law awarding damages for violation of those laws or regulations issued thereunder, and any amendments to those laws.

D. **We Will Defend**

We have the right and duty to defend, at our expense, any claim, proceeding or suit against you for damages payable by this insurance. We have the right to investigate and settle these claims, proceedings and suits.

We have no duty to defend a claim, proceeding or suit that is not covered by this insurance. We have no duty to defend or continue defending after we have paid our applicable limit of liability under this insurance.

E. **We Will Also Pay**

We will also pay these costs, in addition to other amounts payable under this insurance, as part of any claim, proceeding, or suit we defend:

1. Reasonable expenses incurred at our request, but not loss of earnings;
2. Premiums for bonds to release attachments and for appeal bonds in bond amounts up to the limit of our liability under this insurance;
3. Litigation costs taxed against you;
4. Interest on a judgment as required by law until we offer the amount due under this insurance; and
5. Expenses we incur.

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F. **Other Insurance**

We will not pay more than our share of damages and costs covered by this insurance and other insurance or self-insurance. Subject to any limits of liability that apply, all shares will be equal until the loss is paid. If any insurance or self-insurance is exhausted, the shares of all remaining insurance and self-insurance will be equal until the loss is paid.

G. **Limits of Liability**

Our liability to pay for damages is limited. Our limits of liability are shown in Item 3.B. of the Information Page. They apply as explained below.

1. Bodily Injury by Accident. The limit shown for "bodily injury by accident—each accident" is the most we will pay for all damages covered by this insurance because of bodily injury to one or more employees in any one accident.

   A disease is not bodily injury by accident unless it results directly from bodily injury by accident.
2. Bodily Injury by Disease. The limit shown for "bodily injury by disease—policy limit" is the most we will pay for all damages covered by this insurance and arising out of bodily injury by disease, regardless of the number of employees who sustain bodily injury by disease. The limit shown for "bodily injury by disease—each employee" is the most we will pay for all damages because of bodily injury by disease to any one employee.

   Bodily injury by disease does not include disease that results directly from a bodily injury by accident.
3. We will not pay any claims for damages after we have paid the applicable limit of our liability under this insurance.

H. **Recovery From Others**

We have your rights to recover our payment from anyone liable for an injury covered by this insurance. You will do everything necessary to protect those rights for us and to help us enforce them.

I. **Actions Against Us**

There will be no right of action against us under this insurance unless:

1. You have complied with all the terms of this policy; and
2. The amount you owe has been determined with our consent or by actual trial and final judgment.

This insurance does not give anyone the right to add us as a defendant in an action against you to determine your liability. The bankruptcy or insolvency of you or your estate will not relieve us of our obligations under this Part.

PART THREE
OTHER STATES INSURANCE

A. **How This Insurance Applies**

1. This other states insurance applies only if one or more states are shown in Item 3.C. of the Information Page.
2. If you begin work in any one of those states after the effective date of this policy and are not insured or are not self-insured for such work, all provisions of the policy will apply as though that state were listed in Item 3.A. of the Information Page.
3. We will reimburse you for the benefits required by the workers compensation law of that state if we are not permitted to pay the benefits directly to persons entitled to them.
4. If you have work on the effective date of this policy in any state not listed in Item 3.A. of the Information Page, coverage will not be afforded for that state unless we are notified within thirty days.

B. **Notice**

Tell us at once if you begin work in any state listed in Item 3.C. of the Information Page.

PART FOUR
YOUR DUTIES IF INJURY OCCURS

Tell us at once if injury occurs that may be covered by this policy. Your other duties are listed here.

1. Provide for immediate medical and other services required by the workers compensation law.
2. Give us or our agent the names and addresses of the injured persons and of witnesses, and other information we may need.
3. Promptly give us all notices, demands and legal

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papers related to the injury, claim, proceeding or suit.

4. Cooperate with us and assist us, as we may request, in the investigation, settlement or defense of any claim, proceeding or suit.
5. Do nothing after an injury occurs that would interfere with our right to recover from others.
6. Do not voluntarily make payments, assume obligations or incur expenses, except at your own cost.

PART FIVE
PREMIUM

A. **Our Manuals**

All premium for this policy will be determined by our manuals of rules, rates, rating plans and classifications. We may change our manuals and apply the changes to this policy if authorized by law or a governmental agency regulating this insurance.

B. **Classifications**

Item 4 of the Information Page shows the rate and premium basis for certain business or work classifications. These classifications were assigned based on an estimate of the exposures you would have during the policy period. If your actual exposures are not properly described by those classifications, we will assign proper classifications, rates and premium basis by endorsement to this policy.

C. **Remuneration**

Premium for each work classification is determined by multiplying a rate times a premium basis. Remuneration is the most common premium basis. This premium basis includes payroll and all other remuneration paid or payable during the policy period for the services of:

1. all your officers and employees engaged in work covered by this policy; and
2. all other persons engaged in work that could make us liable under Part One (Workers Compensation Insurance) of this policy. If you do not have payroll records for these persons, the contract price for their services and materials may be used as the premium basis. This paragraph 2 will not apply if you give us proof that the employers of these persons lawfully secured their workers compensation obligations.

D. **Premium Payments**

You will pay all premium when due. You will pay the premium even if part or all of a workers compensation law is not valid.

E. **Final Premium**

The premium shown on the Information Page, schedules, and endorsements is an estimate. The final premium will be determined after this policy ends by using the actual, not the estimated, premium basis and the proper classifications and rates that lawfully apply to the business and work covered by this policy. If the final premium is more than the premium you paid to us, you must pay us the balance. If it is less, we will refund the balance to you. The final premium will not be less than the highest minimum premium for the classifications covered by this policy.

If this policy is canceled, final premium will be determined in the following way unless our manuals provide otherwise:

1. If we cancel, final premium will be calculated pro rata based on the time this policy was in force. Final premium will not be less than the pro rata share of the minimum premium.
2. If you cancel, final premium will be more than pro rata; it will be based on the time this policy was in force, and increased by our short-rate cancelation table and procedure. Final premium will not be less than the minimum premium.

F. **Records**

You will keep records of information needed to compute premium. You will provide us with copies of those records when we ask for them.

G. **Audit**

You will let us examine and audit all your records that relate to this policy. These records include ledgers, journals, registers, vouchers, contracts, tax reports, payroll and disbursement records, and programs for storing and retrieving data. We may conduct the audits during regular business hours during the policy period and within three years after the policy period ends. Information developed by audit will be used to determine final premium. Insurance rate service organizations have the same rights we have under this provision.

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PART SIX
CONDITIONS

A. **Inspection**

We have the right, but are not obliged to inspect your workplaces at any time. Our inspections are not safety inspections. They relate only to the insurability of the workplaces and the premiums to be charged. We may give you reports on the conditions we find. We may also recommend changes. While they may help reduce losses, we do not undertake to perform the duty of any person to provide for the health or safety of your employees or the public. We do not warrant that your workplaces are safe or healthful or that they comply with laws, regulations, codes or standards. Insurance rate service organizations have the same rights we have under this provision.

B. **Long Term Policy**

If the policy period is longer than one year and sixteen days, all provisions of this policy will apply as though a new policy were issued on each annual anniversary that this policy is in force.

C. **Transfer of Your Rights and Duties**

Your rights or duties under this policy may not be transferred without our written consent.

If you die and we receive notice within thirty days after your death, we will cover your legal representative as insured.

D. **Cancelation**

1. You may cancel this policy. You must mail or deliver advance written notice to us stating when the cancelation is to take effect.
2. We may cancel this policy. We must mail or deliver to you not less than ten days advance written notice stating when the cancelation is to take effect. Mailing that notice to you at your mailing address shown in Item 1 of the Information Page will be sufficient to prove notice.
3. The policy period will end on the day and hour stated in the cancelation notice.
4. Any of these provisions that conflict with a law that controls the cancelation of the insurance in this policy is changed by this statement to comply with the law.

E. **Sole Representative**

The insured first named in Item 1 of the Information Page will act on behalf of all insureds to change this policy, receive return premium, and give or receive notice of cancelation.

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OLD REPUBLIC INSURANCE COMPANY

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY
EXTENSION OF INFORMATION PAGE

Insured: **VERITY HEALTH SYSTEM OF**
Policy Number: **MWC 313800 00**
Producer: **LOCKTON COMPANIES**
State: **CALIFORNIA**

Effective Date: **07-01-2018**
Expiration Date: **07-01-2019**
Bureau ID: **364626**

Classification	Code No.	Premium Basis Total Estimated Annual Remuneration	Rate Per $100 of Remuneration	Estimated Annual Premium
0001-01				
PHYSICIANS' PRACTICES AND OUTPATIENT CLINICS - ALL EMPLOYEES - INCLUDING CLERICAL OFFICE EMPLOYEES	8834	$ 35,981,475	1.40	$ 503,741.00
HOSPITALS - ALL EMPLOYEES - INCLUDING CLERICAL OFFICE EMPLOYEES AND OUTSIDE SALESPERSONS	9043	$ 538,046,254	2.41	$ 12,966,915.00

OLD REPUBLIC INSURANCE COMPANY

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY
EXTENSION OF INFORMATION PAGE

Insured: **VERITY HEALTH SYSTEM OF**
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State: **CALIFORNIA**

Effective Date: **07-01-2018**
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Bureau ID: **364626**

Classification		Code No.	Premium Basis Total Estimated Annual Remuneration	Rate Per $100 of Remuneration	Estimated Annual Premium
TOTAL CLASS PREMIUM					$ 13,470,656.00
INCREASE LIMITS	1.028	9812			$ 377,178.00
EXPERIENCE PREMIUM	.95	9897			$ -692,392.00
TOTAL MODIFIED PREMIUM					$ 13,155,442.00
STANDARD TOTAL					$ 13,155,442.00
PREMIUM DISCOUNT	.857	0063			$ -1,881,228.00
LARGE DEDUCTIBLE	.144456	9964			$ -9,645,586.00
EXPENSE CONSTANT		0900			$ 200.00
TERRORISM	.03	9740			$ 172,208.00
CATASTROPHE (OTHER THAN CERTIFIED ACTS OF TERRORISM)	.00	9741			$ 0.00
TOTAL ESTIMATED PREMIUM					$ 1,801,036.00
CIGA SURCHARGE	1.02	0175			$ 36,021.00
CA ADMIN REVOLVING FUND ASSESS	1.008146	0987			$ 93,244.00
CA OCC SAFETY & HEALTH FUND	1.002655	0992			$ 30,391.00
CA FRAUD ASSESSMENT	1.00255	0988			$ 29,189.00
CA UNINS EMPL BENEFITS ASSESS	1.000573	0986			$ 6,559.00
CA SUBS INJ BENEFITS ASSESS	1.003599	0991			$ 41,196.00
CA LECF ASSESSMENT	1.00215	9681			$ 24,610.00
FINAL TOTAL					$ 2,062,246.00
POLICY TOTAL ESTIMATED COST					$ 2,062,246.00

U-917 (8-89) OLD REPUBLIC INSURANCE COMPANY

UNINTENTIONAL ERRORS AND OMISSIONS

UNINTENTIONAL ERRORS OR OMISSIONS BY THE INSURED SHALL NOT CONSTITUTE GROUNDS FOR A DECLINATION OF COVERAGE BY US.

U-917 (8-89) OLD REPUBLIC INSURANCE COMPANY

NOTICE OF OCCURRENCE

IT IS AGREED THAT FAILURE OF ANY AGENT, SERVANT OR EMPLOYEE OF THE INSURED, OTHER THAN THE OWNER, A PARTNER OF ANY PARTNERSHIP, OR AN OFFICER OF THE INSURED, TO NOTIFY THE COMPANY OF ANY OCCURRENCE OF WHICH HE HAS KNOWLEDGE SHALL NOT INVALIDATE THE INSURANCE AFFORDED BY THIS POLICY AS RESPECTS TO THE NAMED INSURED.

FORM B

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U-917 (8-89) OLD REPUBLIC INSURANCE COMPANY

KNOWLEDGE OF OCCURRENCE

IT IS UNDERSTOOD AND AGREED THAT THE KNOWLEDGE OF OCCURRENCE BY AN AGENT, SERVANT OR EMPLOYEE OF THE INSURED SHALL NOT IN ITSELF CONSTITUTE KNOWLEDGE BY THE INSURED UNLESS AN EXECUTIVE OFFICER OF THE INSURED'S CORPORATION OR THE OWNER OR A PARTNER OF ANY PARTNERSHIP HAS RECEIVED SUCH NOTICE FROM ITS OR THEIR AGENT, SERVANT OR EMPLOYEE.

FORM C

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OLD REPUBLIC INSURANCE COMPANY

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY

EARLIER NOTICE OF CANCELATION OR NONRENEWAL PROVIDED BY US

SCHEDULE

Number of Days' Notice of Cancellation Non-payment of Premium	Number of Days' Notice of Cancellation Reasons Other Than Non-payment of Premium or Nonrenewal	State(s) Applicable
10	90	SEE ITEM 3.A.

Number of Days' Notice of Nonrenewal	State(s) Applicable
90	SEE ITEM 3.A.

A. For any statutorily permitted reason for cancellation, the number of days required for notice of cancellation, as provided in the Cancellation Condition or as amended by an applicable state cancellation endorsement, is increased to the number of days shown in the Schedule.

B. For any statutorily permitted nonrenewal, the number of days required for notice of nonrenewal as amended by an applicable state endorsement is increased to the number of days shown in the Schedule.

OLD REPUBLIC INSURANCE COMPANY

WORKERS COMPENSATION AND EMPLOYERS LIABILITY

FOREIGN VOLUNTARY COMPENSATION AND EMPLOYERS LIABILITY COVERAGE ENDORSEMENT

Please read carefully. This endorsement modifies insurance provided under the following:

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

This endorsement adds Foreign Voluntary Compensation Insurance to the policy to which it is attached, effective on the inception date of the policy unless a different date is indicated. State law may already provide benefits to employees working outside of the United States of America and this endorsement does not limit or reduce any benefits required by state workers compensation law.

Section 1. Employees Covered

A. The additional coverage provided by this endorsement applies only to employees listed in Item 1. of the Schedule of this endorsement provided they are hired within the limits of the United States of America. It provides additional coverage for the listed employees while they are traveling or temporarily residing in the country(ies) named in Item 1. of the Schedule of this endorsement. Each period of travel or temporary residence for each listed employee may be no longer than the maximum number of consecutive days shown in Item 1. of the Schedule of this endorsement.

B. This insurance does not apply to any employees you hire outside the limits of the United States of America.

Section 2. How This Insurance Applies

This additional coverage applies only to bodily injury by accident or to bodily injury by disease. Bodily injury includes resulting death.

A. An employee listed in Item 1. of the Schedule of this endorsement must sustain the bodily injury.

B. The bodily injury must arise out of and occur in the course of your employment in the country(ies) listed in Item 1. of the Schedule of this endorsement.

C. Bodily injury by accident must occur during the policy period.

D. The conditions of your workplace must cause or aggravate the bodily injury by disease. The employee's last day of last exposure to those conditions causing or aggravating such bodily injury must occur during the policy period.

Section 3. Exclusions

This endorsement amends Section C. of Part Two of the Policy by adding the following exclusions for coverage under this endorsement:

A. Bodily injury arising from any direct or indirect consequence of war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, or military or usurped power. No current or subsequent endorsement to this policy will override or waive this limitation;

B. Compensation or benefits imposed by any occupational disease, disability benefits law, plan or any similar law or plan; and

C. Bodily injury you intentionally cause or aggravate.

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Section 4. Voluntary Workers Compensation

This endorsement amends Section A. of Part One of the policy by adding the following coverage:
On your behalf, we will voluntarily pay an amount equal to the benefits you would be required to pay if you and the employees described in Item 1. of the Schedule were subject to the workers compensation law of the state designated in Item 1. of the Schedule of this endorsement.
We will pay those amounts to the persons who would be entitled to them under such law. If this is not possible, we will reimburse you for amounts you are required to pay under the law.

The following provisions apply to this insurance:

A. In no event will our liability under this section exceed the amount we or you would have been obligated to pay if the employment and injury had been subject to the state workers compensation law designated in Item 1. of the Schedule of this endorsement. The only exception to this is as provided for in Section 6—Repatriation Expense.

B. We have the option of requesting you to pay sums due directly to persons entitled to them on our behalf. We will reimburse you for these payments when you provide us with satisfactory proof of payment.

C. Before we are required to make any payment or reimburse you, the persons entitled or paid must:
   (1) Release you and us in writing from all responsibility for the bodily injury or death;
   (2) Transfer to us their right to recover from others who may be responsible for the injury or death to the extent of our payment or reimbursement; and
   (3) Cooperate with us and do everything necessary to enable us to perform the right to recover from others.

   If a person entitled to payment under this section refuses to accept voluntary payments offered, we may, at our discretion, withdraw the offer to pay compensation benefits. If this happens, we will notify you and the employee that we will no longer be bound by the provisions of this section.

D. Under this or any other policy we have issued to you, it is possible that the provisions for a workers compensation law, plan, or any similar law or plan may hold you or us legally liable for any injury where payments have been made or would otherwise be made under Section 4. of this endorsement. If this happens, we agree that we will make no further payments under Section 4. if Section 5. of this endorsement applies.

Section 5. Legal Liability Under Workers Compensation Law

A. If you are required to pay any benefits to an employee listed in Item 1. of the Schedule of this endorsement under a workers compensation or occupational disease law of the country(ies) listed in Item 1. of the Schedule of this endorsement, we will reimburse you up to, but not in excess of, the cost of benefits that would be payable under the applicable workers compensation law of the state designated in the same Schedule.

B. We will not be liable for any loss for which you had other valid and collectible insurance.

C. We assume no obligation to defend or reimburse you for any suit or proceeding against you outside of the United States of America.

D. The coverage that Section 5. affords does not cover fines or penalties imposed on you for failure to comply with the requirements of any workers compensation or occupational disease law of any country(ies) named in Item 1. of the Schedule of this endorsement.

Section 6. Repatriation Expense

This section only applies to coverage provided under Sections 4. and 5. of this endorsement.
Medical expenses include additional expenses of repatriation to the United States of America incurred as a result of bodily injury to the employees listed in Item 1. of the Schedule of this endorsement. In the event that an employee is injured, our liability is limited to the amount by which these expenses exceed the normal cost of returning the employee. In the event of an employee's death, our liability is limited to the amount by which the expenses of returning the body exceed the normal cost of returning an employee who is alive and in good health.
Our liability will never exceed the amount indicated in Item 2. of the Schedule of this endorsement for one covered employee or accident.

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The policy does not afford coverage for repatriation expenses unless a specific limit of liability for each covered employee and accident appears in Item 2. of the Schedule of this endorsement.

Section 7. Employers Liability

The following agreement replaces Section B. of Part Two—Employers Liability of the policy with respect to the coverage this endorsement provides:

B. **We Will Pay**

We will pay, on your behalf, all sums that you become legally obligated to pay as damages because of bodily injury by accident or disease, including resulting death, sustained in any country(ies) designated in Item 1. of the Schedule of this endorsement other than the United States of America by any of your employees listed in Item 1. of the Schedule of this endorsement arising out of and in the course of employment by you.

The following provisions apply to Section 7. of this endorsement:

A. We will reimburse you for all reasonable expenses you incur, including attorney fees in defending any suit against you alleging injury and seeking damages on account of any insurance this section of this endorsement affords. We assume no obligation to defend or reimburse you for any suit or any proceeding brought against you outside the United States of America.

B. The limit of our liability under Part Two will be in accordance with the following provisions:

The words "damages because of bodily injury by accident or disease, including resulting in death" in Section 7-B above include damages for care and loss of services. These words also include damages for which you are liable because of suits or claims others bring against you to recover the damages obtained from such others because of bodily injury your employees listed in Item 1. of the Schedule of this endorsement sustain arising out of and in the course of their employment.

The limit of liability in Item 3. of the Schedule of this endorsement that applies to "bodily injury by accident" is the most we will pay for all damages, including damages for care and loss of services, to one or more employees listed in item 1. of the Schedule of this endorsement in any one accident.

The limit of liability in Item 3. of the Schedule of this endorsement that applies to "bodily injury by disease—policy limit" is the most we will pay for all damages because of bodily injury by disease, including resulting death, regardless of the number of employees listed in Item 1. of the Schedule of this endorsement who sustain bodily injury by disease outside the United States of America.

The limit shown in Item 3. of the Schedule of this endorsement for "bodily injury by disease—each employee" is the most we will pay for all damages because of bodily injury by disease to any one employee listed in Item 1. of the Schedule of this endorsement.
The limits of liability designated in this endorsement supersede and are not cumulative with any limit(s) of liability elsewhere in the policy. The inclusion of more than one insured does not increase the limits of our liability.

We will not make any additional payments for any claims for damages after we have paid the applicable limit of liability as shown in Items 2. and 3. of the Schedule of this endorsement.

Section 8. Premium

In addition to the provisions of Part Five—Premium of the policy, the following provisions will apply to this endorsement:

A. We will compute the premium for this coverage in accordance with Part Five of the policy, upon all remuneration paid to employees shown in Item 1. of the Schedule of this endorsement while traveling or residing in the country(ies) listed in the same Schedule for a period of no longer than the maximum number of consecutive days per policy period indicated in Item 1. of the Schedule of this endorsement.

Each period of travel or temporary residence for each listed employee may be no longer than the maximum number of consecutive days shown in Item 1. of the Schedule of this endorsement.

B. We will determine the premium for this coverage on the basis of the workers compensation rules, classifications, and rates approved by the appropriate regulatory authority for the state workers compensation law designated in Item 1. of the Schedule of this endorsement.

C. You must maintain payroll records for any employee covered by the provisions of this endorsement.

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Section 9. Other Insurance

The following provision replaces Section E of Part One and Section F of Part Two of the policy with respect to the coverage this endorsement provides:
The insurance for a loss covered by this endorsement will be excess insurance over and above any other insurance, except with respect to insurance provided under Section 5. The limits of liability for this insurance will be reduced by an amount equal to the limits of liability other insurance affords.

Schedule

	Name(s) of Employees	Country(ies) of Operations	Maximum Number of Consecutive Days	Designated Workers Compensation Law
1.	ALL DESIGNATED EMPLOYEES OF THE INSURED	OTHER THAN THE UNITED STATES, ITS TERRITORIES OR POSSESSIONS OR CANADA	PER STATE WORK COMP LAW	STATE OF CURRENT EMPLOYMENT

2. **Limits of Liability for Repatriation Expense**
   - $ 1,000,000 Each employee
   - $ 1,000,000 Each accident

3. **Limits of Liability for Part Two—Employers Liability**
   - $ 1,000,000 Bodily injury by accident—each accident
   - $ 1,000,000 Bodily injury by disease—each employee
   - $ 1,000,000 Bodily injury by disease—policy limit

All other terms, conditions, and exclusions apply.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)
Endorsement Effective **07-01-18** Policy No. **MWC 313800 00** Endorsement No.
Insured **VERITY HEALTH SYSTEM OF CALIFORNIA, INC.** Premium $ **INCL.**
Insurance Company **OLD REPUBLIC INSURANCE COMPANY**
Countersigned By Gary Vico

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IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY

DESIGNATED ENTITY - NOTICE OF CANCELATION PROVIDED BY US

SCHEDULE

Number of Days Notice of Cancelation: 30

Person or Organization:
SAN MATEO COUNTY TRANSIT DISTRICT

Address:
C/O INSURANCE TRACKING SERVICES, INC. (ITS)
P.O. BOX 198
LONG BEACH, CA 90801

Provisions

If we cancel this policy for any statutorily permitted reason other than nonpayment of premium, and a number of days is shown for cancelation in the schedule above, we will mail notice of cancelation to the person or organization shown in the schedule above. We will mail such notice to the address shown in the schedule above at least the number of days shown for cancelation in the schedule above before the effective date of cancelation.

PC 009 05 10

IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY

DESIGNATED ENTITY - NOTICE OF CANCELATION PROVIDED BY US

SCHEDULE

Number of Days Notice of Cancelation: 30

Person or Organization:
COUNTY OF LOS ANGELES EMS AGENCY
ADMINISTRATION

Address:
10100 PIONEER BLVD.
SANTA FE SPRINGS, CA 90670

Provisions

If we cancel this policy for any statutorily permitted reason other than nonpayment of premium, and a number of days is shown for cancelation in the schedule above, we will mail notice of cancelation to the person or organization shown in the schedule above. We will mail such notice to the address shown in the schedule above at least the number of days shown for cancelation in the schedule above before the effective date of cancelation.

IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY

DESIGNATED ENTITY - NOTICE OF CANCELATION PROVIDED BY US

SCHEDULE

Number of Days Notice of Cancelation: 30

Person or Organization:
COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH
CONTRACTS MONITORING UNIT

Address:
555 FERGUSON DRIVE, SUITE 210
LOS ANGELES, CA 90022

Provisions

If we cancel this policy for any statutorily permitted reason other than nonpayment of premium, and a number of days is shown for cancelation in the schedule above, we will mail notice of cancelation to the person or organization shown in the schedule above. We will mail such notice to the address shown in the schedule above at least the number of days shown for cancelation in the schedule above before the effective date of cancelation.

PC 009 05 10

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY **WC 00 01 01 A**

(Ed. 4-92)

POLICY NUMBER: **MWC 313800 00**

DEFENSE BASE ACT COVERAGE ENDORSEMENT

This endorsement applies only to the work described in the Schedule or described on the Information Page as subject to the Defense Base Act. The policy applies to that work as though the location included in the description of the work were a state named in Item 3.A. of the Information Page.

General Section C. **Workers' Compensation Law** is replaced by the following:

C. **Workers' Compensation Law**

Workers' Compensation Law means the workers or workmen's compensation law and occupational disease law of each state or territory named in Item 3.A. of the Information Page and the Defense Base Act (42 USC Sections 1651–1654). It includes any amendments to those laws that are in effect during the policy period. It does not include any other federal workers or workmen's compensation law, other federal occupational disease law or the provisions of any law that provide nonoccupational disability benefits.

Part Two (Employers Liability Insurance), C. Exclusions., exclusion 8, does not apply to work subject to the Defense Base Act.

Schedule

Description of Work
ON FILE WITH COMPANY

DATE OF ISSUE: **07-24-18**
WC 00 01 01 A
(Ed. 4-92)
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WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY **WC 00 01 09 C**

(Ed. 1-15)

POLICY NUMBER: MWC 313800 00

OUTER CONTINENTAL SHELF LANDS ACT COVERAGE ENDORSEMENT

This endorsement applies only to the work described in Item 4 of the Information Page or in the Schedule as subject to the Outer Continental Shelf Lands Act. The policy will apply to that work as though the location shown in the Schedule were a state named in Item 3.A. of the Information Page.

General Section C. **Workers Compensation Law** is replaced by the following:

C. **Workers Compensation Law**

Workers Compensation Law means the workers or workmen's compensation law and occupational disease law of each state or territory named in Item 3.A. of the Information Page and the Outer Continental Shelf Lands Act (43 U.S.C. Sections 1331 et seq.). It includes any amendments to those laws that are in effect during the policy period. It does not include any other federal workers or workmen's compensation law, other federal occupational disease law or the provisions of any law that provide nonoccupational disability benefits.

Part Two (Employers Liability Insurance), C. Exclusions., exclusion 8, does not apply to work subject to the Outer Continental Shelf Lands Act.

Schedule

Description and Location of Work

ON FILE WITH COMPANY

DATE OF ISSUE: 07/24/2018

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MARITIME COVERAGE ENDORSEMENT

This endorsement changes how insurance provided by Part Two (Employers Liability Insurance) applies to bodily injury to a master or member of the crew of any vessel.

A. **How This Insurance Applies** is replaced by the following:

A. **How This Insurance Applies**

This insurance applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.

1. The bodily injury must arise out of and in the course of the injured employee's employment by you.
2. The employment must be necessary or incidental to work described in Item 1 of the Schedule of the Maritime Coverage Endorsement.
3. The bodily injury must occur in the territorial limits of, or in the operation of a vessel sailing directly between the ports of, the continental United States of America, Alaska, Hawaii or Canada.
4. Bodily injury by accident must occur during the policy period.
5. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The employee's last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period.
6. If you are sued, the original suit and any related legal actions for damages for bodily injury by accident or by disease must be brought in the United States of America, its territories or possessions, or Canada.

C. **Exclusions** is changed by removing exclusion 10 and by adding exclusions 13 and 14.

This insurance does not cover:

13. Bodily injury covered by a Protection and Indemnity Policy or similar policy issued to you or for your benefit. This exclusion applies even if the other policy does not apply because of another insurance clause, deductible or limitation of liability clause, or any similar clause.
14. Your duty or obligation to provide transportation, wages, maintenance, and cure. This exclusion does not apply if a premium entry is shown in Item 2 of the Schedule, except that punitive damages related to your duty or obligation to provide transportation, wages, maintenance, and cure under any applicable maritime law are excluded even if a premium is paid for transportation, wages, maintenance, and cure coverage.

D. **We Will Defend** is changed by adding the following statement:

We will treat a suit or other action in rem against a vessel owned or chartered by you as a suit against you.

G. **Limits of Liability**

Our liability to pay for damages is limited. Our limits of liability are shown in the Schedule. They apply as explained below.

1. Bodily Injury by Accident. The limit shown for "bodily injury by accident—each accident" is the most we will pay for all damages covered by this insurance because of bodily injury to one or more employees in any one accident.

   A disease is not bodily injury by accident unless it results directly from bodily injury by accident.
2. Bodily Injury by Disease. The limit shown for "bodily injury by disease—aggregate" is the most we will pay for all damages covered by this insurance because of bodily injury by disease to one or more employees. The limit applies separately to bodily injury by disease arising out of work in each state shown in Item 3.A. of the Information Page. Bodily injury by disease will be deemed to occur in the state of the vessel's home port.

   Bodily injury by disease does not include disease that results directly from a bodily injury by accident.
3. We will not pay any claims for damages after we have paid the applicable limit of our liability under this insurance.

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WC 00 02 01 B **WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**

(Ed. 1-15)

POLICY NUMBER: MWC 313800 00

Schedule

1. Description of work:
   ON FILE WITH COMPANY

2. Transportation, Wages, Maintenance, and Cure Premium **INCLUDED**
   Exclusion: This insurance does not cover punitive damages related to your duty or obligation to provide transportation, wages, maintenance, and cure under any applicable maritime law even if a premium is paid for transportation, wages, maintenance, and cure coverage.

3. Limits of Liability

Bodily Injury by Accident	**$1,000,000**	each accident
Bodily Injury by Disease	**$1,000,000**	aggregate

DATE OF ISSUE: 07/24/2018

WC 00 02 01 B
(Ed. 1-15)
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VOLUNTARY COMPENSATION MARITIME COVERAGE ENDORSEMENT

This endorsement adds Voluntary Compensation Maritime Insurance to the policy.

A. **How This Insurance Applies**

This insurance applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.

1. The bodily injury must be sustained by an employee who is a master or member of the crew of a vessel described in the Schedule.
2. The bodily injury must occur in employment that is necessary or incidental to work described in Item 2 of the Schedule.
3. The bodily injury must occur in the territorial limits of, or in the operation of a vessel sailing directly between the ports of, the continental United States of America, Alaska, Hawaii or Canada.
4. Bodily injury by accident must occur during the policy period.
5. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The employee's last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period.

B. **We Will Pay**

We will pay an amount equal to the benefits that would be required of you if you and your employees described in Item 1 of the Schedule were subject to the workers compensation law shown in Item 1 of the Schedule. We will pay those amounts to the persons who would be entitled to them under that law.

C. **Exclusions**

This insurance does not cover:

1. any obligation imposed by a workers compensation or occupational disease law, or any similar law.
2. bodily injury intentionally caused or aggravated by you.

D. **Before We Pay**

Before we pay benefits to the persons entitled to them, they must:

1. release you and us, in writing, of all responsibility for the injury or death.
2. transfer to us their right to recover from others who may be responsible for the injury or death.
3. cooperate with us and do everything necessary to enable us to enforce the right to recover from others.

If the persons entitled to the benefits of this insurance fail to do those things, our duty to pay ends at once. If they claim damages from you or from us for the injury or death, our duty to pay ends at once.

E. **Recovery From Others**

If we make a recovery from others, we will keep an amount equal to our expenses of recovery and the benefits we paid. We will pay the balance to the persons entitled to it. If the persons entitled to the benefits of this insurance make a recovery from others, they must reimburse us for the benefits we paid them.

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WC 00 02 03 **WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**

POLICY NUMBER: MWC 313800 00

SCHEDULE

1. EMPLOYEES

Master and members of the crews of these vessels

ON FILE WITH COMPANY

Workers Compensation Law

STATE OF HIRE

2. DESCRIPTION OF WORK

ON FILE WITH COMPANY

DATE OF ISSUE: 07-24-18

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WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY **WC 00 03 01 A**

POLICY NUMBER: MWC 313800 00

ALTERNATE EMPLOYER ENDORSEMENT

This endorsement applies only with respect to bodily injury to your employees while in the course of special or temporary employment by the alternate employer in the state named in Item 2 of the Schedule. Part One (Workers Compensation Insurance) and Part Two (Employers Liability Insurance) will apply as though the alternate employer is insured. If an entry is shown in Item 3 of the Schedule the insurance afforded by this endorsement applies only to work you perform under the contract or at the project named in the Schedule.

Under Part One (Workers Compensation Insurance) we will reimburse the alternate employer for the benefits required by the workers compensation law if we are not permitted to pay the benefits directly to the persons entitled to them.

The insurance afforded by this endorsement is not intended to satisfy the alternate employer's duty to secure its obligations under the workers compensation law. We will not file evidence of this insurance on behalf of the alternate employer with any government agency.

We will not ask any other insurer of the alternate employer to share with us a loss covered by this endorsement.

Premium will be charged for your employees while in the course of special or temporary employment by the alternate employer.

The policy may be canceled according to its terms without sending notice to the alternate employer.

Part Four (Your Duties If Injury Occurs) applies to you and the alternate employer. The alternate employer will recognize our right to defend under Parts One and Two and our right to inspect under Part Six.

SCHEDULE

1. **ALTERNATE EMPLOYER** **ADDRESS**
   ON FILE WITH COMPANY

2. **STATE OF SPECIAL OR TEMPORARY EMPLOYMENT**
   ON FILE WITH COMPANY

3. **CONTRACT OR PROJECT**

DATE OF ISSUE: 07/24/2018

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WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY **WC 00 03 03 C**

POLICY NUMBER: **MWC 313800 00**

EMPLOYERS LIABILITY COVERAGE ENDORSEMENT

This endorsement applies only to work in the states shown in the Schedule.

A. Part One (Workers Compensation Insurance) does not apply to work in a state shown in the Schedule.

B. Part Two (Employers Liability Insurance) applies to work in states shown in the Schedule as though they were shown in Item 3.A. of the Information Page.

C. Part Two (Employers Liability Insurance), C. Exclusions is changed by adding these exclusions.

This insurance does not cover

13. bodily injury to an employee when you are deprived of common law defenses or are subject to penalty because of your failure to secure your obligations under the workers compensation law of any state shown in the Schedule or otherwise fail to comply with that law.

Schedule

States

ND
WA
WY

DATE OF ISSUE: **07-24-18**

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WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY **WC 00 03 19**

POLICY NUMBER: **MWC 313800 00**

EMPLOYEE LEASING CLIENT ENDORSEMENT

This endorsement applies only to the insurance provided by the policy when you enter into a contract or have an existing contract or contracts to lease workers to others. Part Six (Conditions) is changed by adding these conditions. Each entity to which you lease workers is called the Client. You must provide us the following information in writing for each Client within 30 days of the effective date of the leasing contract:

1. Contract effective date and term.

2. Client's name.

3. Client's Federal Employer Identification Number.

4. Client's mailing address.

5. Number of workers you leased to your Client, description of duties of each, and work location of each.

Your Clients are obligated to maintain workers compensation coverage for their direct and leased employees. You must submit to us a certificate of insurance from your Client's insurer or other proof that the Client has lawfully secured its workers compensation obligations for the leased workers. If you do not submit the certificate of insurance or other proof, you must pay premium for the leased employees. If your Client has not obtained the lawful coverage, we may cancel the policy as provided in Part Six (Conditions), Section D. Cancelation, of the policy.

DATE OF ISSUE: **07-24-18**

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WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY **WC 00 04 06**

POLICY NUMBER: **MWC 313800 00**

PREMIUM DISCOUNT ENDORSEMENT

The premium for this policy and the policies, if any, listed in Item 3 of the Schedule may be eligible for a discount. This endorsement shows your estimated discount in Items 1 or 2 of the Schedule. The final calculation of premium discount will be determined by our manuals and your premium basis as determined by audit. Premium subject to retrospective rating is not subject to premium discount.

SCHEDULE

	ESTIMATED ELIGIBLE PREMIUM			
1. **STATE**	**FIRST $5,000**	**NEXT $95,000**	**NEXT $400,000**	**BALANCE**
CA	**0**	**.109**	**.126**	**.144**

2. **AVERAGE PERCENTAGE DISCOUNT:** %

3. **OTHER POLICIES:**

4. If there are no entries in Items 1, 2 and 3, of the Schedule see the Premium Discount Endorsement attached to your policy number:

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WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY **WC 00 04 19**

POLICY NUMBER: MWC 313800 00

PREMIUM DUE DATE ENDORSEMENT

This endorsement is used to amend:

Section D. of Part Five of the policy is replaced by this provision.

PART FIVE
PREMIUM

D. **Premium** is amended to read:

You will pay all premium when due. You will pay the premium even if part or all of a workers compensation law is not valid. **The due date for audit and retrospective premiums is the date of the billing.**

DATE OF ISSUE: 07-24-18

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WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY **WC 00 04 21 D**

(Ed. 1-15)

CATASTROPHE (OTHER THAN CERTIFIED ACTS OF TERRORISM) PREMIUM ENDORSEMENT

This endorsement is notification that your insurance carrier is charging premium to cover the losses that may occur in the event of a Catastrophe (other than Certified Acts of Terrorism) as that term is defined below. Your policy provides coverage for workers compensation losses caused by a Catastrophe (other than Certified Acts of Terrorism). This premium charge does not provide funding for Certified Acts of Terrorism contemplated under the Terrorism Risk Insurance Program Reauthorization Act Disclosure Endorsement (WC 00 04 22 B), attached to this policy.

For purposes of this endorsement, the following definitions apply:

- Catastrophe (other than Certified Acts of Terrorism): Any single event, resulting from an Earthquake, Noncertified Act of Terrorism, or Catastrophic Industrial Accident, which results in aggregate workers compensation losses in excess of $50 million.
- Earthquake: The shaking and vibration at the surface of the earth resulting from underground movement along a fault plane or from volcanic activity.
- Noncertified Act of Terrorism: An event that is not certified as an Act of Terrorism by the Secretary of Treasury pursuant to the Terrorism Risk Insurance Act of 2002 (as amended) but that meets all of the following criteria:
  a. It is an act that is violent or dangerous to human life, property, or infrastructure;
  b. The act results in damage within the United States, or outside of the United States in the case of the premises of United States missions or air carriers or vessels as those terms are defined in the Terrorism Risk Insurance Act of 2002 (as amended); and
  c. It is an act that has 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.
- Catastrophic Industrial Accident: A chemical release, large explosion, or small blast that is localized in nature and affects workers in a small perimeter the size of a building.

The premium charge for the coverage your policy provides for workers compensation losses caused by a Catastrophe (other than Certified Acts of Terrorism) is shown in Item 4 of the Information Page or in the Schedule below.

Schedule

State	Rate	Premium
CA	.00	$ 0

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 07/01/2018 Policy No. MWC 313800 00 Endorsement No.

Insured VERITY HEALTH SYSTEM OF Premium $ INCL.

Insurance Company OLD REPUBLIC INSURANCE COMPANY

Countersigned By

WC 00 04 21 D
(Ed. 1-15)
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TERRORISM RISK INSURANCE PROGRAM REAUTHORIZATION ACT DISCLOSURE ENDORSEMENT

This endorsement addresses the requirements of the Terrorism Risk Insurance Act of 2002 as amended and extended by the Terrorism Risk Insurance Program Reauthorization Act of 2015. It serves to notify you of certain limitations under the Act, and that your insurance carrier is charging premium for losses that may occur in the event of an Act of Terrorism.

Your policy provides coverage for workers compensation losses caused by Acts of Terrorism, including workers compensation benefit obligations dictated by state law. Coverage for such losses is still subject to all terms, definitions, exclusions, and conditions in your policy, and any applicable federal and/or state laws, rules, or regulations.

Definitions

The definitions provided in this endorsement are based on and have the same meaning as the definitions in the Act .If words or phrases not defined in this endorsement are defined in the Act, the definitions in the Act will apply.

"Act" means the Terrorism Risk Insurance Act of 2002, which took effect on November 26, 2002, and any amendments thereto, including any amendments resulting from the Terrorism Risk Insurance Program Reauthorization Act of 2015.

"Act 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 as meeting all of the following requirements:

a. The act is an act of terrorism.

b. The act is violent or dangerous to human life, property or infrastructure.

c. The act resulted in damage within the United States, or outside of the United States in the case of the premises of United States missions or certain air carriers or vessels.

d. The act has 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.

"Insured Loss" means any loss resulting from an act of terrorism (and, except for Pennsylvania, including an act of war, in the case of workers compensation) that is covered by primary or excess property and casualty insurance issued by an insurer if the loss occurs in the United States or at the premises of United States missions or to certain air carriers or vessels.

"Insurer Deductible" means, for the period beginning on January 1, 2015, and ending on December 31, 2020, an amount equal to 20% of our direct earned premiums, during the immediately preceding calendar year.

Limitation of Liability

The Act limits our liability to you under this policy. If aggregate Insured Losses exceed $100,000,000,000 in a calendar year and if we have met our Insurer Deductible, we are not liable for the payment of any portion of the amount of Insured Losses that exceeds $100,000,000,000; and for aggregate Insured Losses up to $100,000,000,000, we will pay only a pro rata share of such Insured Losses as determined by the Secretary of the Treasury.

Policyholder Disclosure Notice

1. Insured Losses would be partially reimbursed by the United States Government. If the aggregate industry Insured Losses exceed:
   a. $100,000,000, with respect to such Insured Losses occurring in calendar year 2015, the United States Government would pay 85% of our Insured Losses that exceed our Insurer Deductible.
   b. $120,000,000, with respect to such Insured Losses occurring in calendar year 2016, the United States Government would pay 84% of our Insured Losses that exceed our Insurer Deductible.
   c. $140,000,000, with respect to such Insured Losses occurring in calendar year 2017, the United States Government would pay 83% of our Insured Losses that exceed our Insurer Deductible.
   d. $160,000,000, with respect to such Insured Losses occurring in calendar year 2018, the United States Government would pay 82% of our Insured Losses that exceed our Insurer Deductible.

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e. $180,000,000, with respect to such Insured Losses occurring in calendar year 2019, the United States Government would pay 81% of our Insured Losses that exceed our Insurer Deductible.

f. $200,000,000, with respect to such Insured Losses occurring in calendar year 2020, the United States Government would pay 80% of our Insured Losses that exceed our Insurer Deductible.

2. Notwithstanding item 1 above, the United States Government will not make any payment under the Act for any portion of Insured Losses that exceed $100,000,000,000.

3. The premium charge for the coverage your policy provides for Insured Losses is included in the amount shown in Item 4 of the Information Page or in the Schedule below.

Schedule

State	Rate	Premium
CA	.03	$ 172,208

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 07/01/2018 Policy No. MWC 313800 00 Endorsement No.

Insured VERITY HEALTH SYSTEM OF Premium $ INCL.

Insurance Company OLD REPUBLIC INSURANCE COMPANY

Countersigned By Gary Hao

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OLD REPUBLIC INSURANCE COMPANY

LARGE DEDUCTIBLE/LOSS REIMBURSEMENT SCHEDULE

STATE	DEDUCTIBLE/LOSS REIMBURSEMENT AMOUNT	CREDIT
CA	$500,000 PER CLAIM/OCCURRENCE	.855544

Note: Refer to applicable deductible or loss reimbursement endorsements for more specific coverage information.

CALIFORNIA
WORKERS COMPENSATION AND EMPLOYERS LIABILITY DEDUCTIBLE PLAN ENDORSEMENT WITH OPTIONAL AGGREGATE (DEDUCTIBLE INCLUDES ALAE)

This endorsement applies only to the insurance provided by the policy because California is shown in Item 3.A of the Information Page.

1. Except as stated in paragraph 6. below, this endorsement applies to the insurance provided by Part One (Workers Compensation Insurance) and Part Two (Employers Liability Insurance) in the states shown in the Schedule.

2. This endorsement applies between you and us. It does not affect rights of others under the policy. Nor does it change our obligations under the policy, except as otherwise stated in this endorsement.

3. In consideration for the Deductible Credit shown in the Schedule, you will reimburse us up to the Deductible Amount(s) stated in the Schedule for all payments we may make on your behalf because of bodily injury to one or more persons as a result of any one accident, or because of bodily injury to one or more persons due to bodily injury by disease.

   You must:

   A. Pay all premiums for which you are responsible under this policy, and

   B. Reimburse us for any such amounts that we pay or advance upon receipt of a billing from us.

   If you fail to do so, we may, at our option, cancel this policy for nonpayment of premium in accordance with the Cancelation Condition.

   If you fail to reimburse us for any amounts as required by this endorsement and we cancel this policy for non-payment of premium in accordance with provisions of statute, we will remain fully responsible for the full amount of all claims incurred prior to the effective date of cancelation.

   In the event of cancelation, collected and unearned premium will be returned in conjunction with our manual rules, less any uncollected advances paid for losses within the deductible including allocated loss adjustment expenses.

   We will remain responsible for the full payment of all claims under this policy without regard to your ability or intention to reimburse us for the deductible amounts. The contract of insurance shall be fully enforceable by your employees or their dependents against us.

   Allocated loss adjustment expense(s) will be treated as advancements within the Deductible Amount(s) and are to be reimbursed by you, based on your election to include such expense(s).

4. A. The Bodily Injury By Accident Each Occurrence Deductible Amount shown in the Schedule applies separately to the insurance provided by:

      (1) Part One (Workers Compensation Insurance);

      (2) Part Two (Employers Liability Insurance).

B. The Bodily Injury By Disease Each Claim Deductible Amount shown in the Schedule applies separately to each employee for all damages arising out of bodily injury by disease, regardless of the number of employees who sustain bodily injury by disease.

C. It is further agreed such Deductible Amount(s) include any allocated loss adjustment expense incurred by us.

5. **Policy Period Aggregate**

A. The amount shown in the Schedule as All Covered Bodily Injury Aggregate, is the most you must reimburse us for the sum of all indemnity and medical benefits and damages per accident or per disease as appropriate, including any allocated loss adjustment expense incurred by us.

B. If we cancel the policy or this endorsement, the aggregate will be reduced by the pro-rate portion of the amount equal to the time remaining in the policy period.

C. The aggregate will not be reduced if:

(1) this endorsement is issued for a term of less than (1) year; or

(2) the policy or this endorsement is canceled for any reason by you before the end of the policy period including your:

i. failure to pay the premium; or

ii. failure to reimburse us for our payment of a claim or occurrence within the deductible limit of this policy.

D. At our option, we will change the amount of the aggregate at the time of final audit, when there is a variance of your actual payroll to the amount reported to us at the outset of this policy. The amount of change to the aggregate will be proportionate to the change in payroll but will never be less than that shown on the Schedule.

6. As respects to Part Two (Employers Liability Insurance), the following apply:

A. The terms of the policy, including those with respect to (a) our right and duty with respect to the defense of suits and (b) your duties in the event of an injury apply irrespective of the application of the Deductible Amount(s);

B. The applicable limits of liability shall be inclusive of and not in addition to the Deductible Amount(s).

7. "Allocated Loss Adjustment Expense" shall mean such claim adjustment expenses directly allocated by us to a particular claim. Such expense shall include, but not be limited to, attorney's fees for claims in suit, court and other specific items of expense, such as medical examination, expert medical or other testimony, laboratory and x-ray, autopsy, stenographic, witnesses and summonses, and copies of documents. But it shall not include the salaries and traveling expenses of our employees other than those salaried employees who perform services which directly relate to and can be directly allocated to the handling of a particular claim.

8. The following provisions apply to the policy and supercede any provisions to the contrary.

1. Recovery From Others

We have your rights and the rights of persons entitled to the benefits of this insurance to recover all advances and payments, including those within the Deductible Amount(s) from anyone liable for the injury. You will do everything necessary to protect those rights for us and to help us enforce them. If we recover any advance or payment made under this policy from anyone liable for the injury, the amount we recover will first be applied to any payments made by us on this injury in excess of the Deductible Amount(s); only then will the remainder of the recovery, if any, be applied to reduce the Deductible Amount(s) paid or reimbursed or reimbursable by you on this injury.

2. Security

We require security or collateral from you in such amounts as negotiated by us and you. Failure to provide or maintain any such security shall be treated as failure to pay premium when due.

SCHEDULE

See Large Deductible/ Loss Reimbursement Schedule

DEDUCTIBLE AMOUNT	STATE(S) APPLICABLE	DEDUCTIBLE CREDIT
	California	

COVERAGE	DEDUCTIBLE AMOUNT	
Bodily Injury By Accident	$	Each "Occurrence"
Bodily Injury By Disease	$	Each "Claim"
All Covered Bodily Injury	$	Aggregate

This endorsement will not vary, alter or extend any agreement, provision, condition or declaration of the policy other than as stated above.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 07/01/2018 Policy No. MWC 313800 00 Endorsement No.

Insured VERITY HEALTH SYSTEM OF Premium $ INCL.

Insurance Company OLD REPUBLIC INSURANCE COMPANY

Countersigned By Gary Vieo

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY **WC 04 01 01 A**

POLICY NUMBER: **MWC 313800 00**

LONGSHORE AND HARBOR WORKERS' COMPENSATION ACT COVERAGE ENDORSEMENT - CALIFORNIA

This endorsement applies only to work subject to the Longshore and Harbor Workers' Compensation Act in California. The policy applies to that work as though California were listed in item 3.A. of the Information Page.

General Section **C. Workers' Compensation Law** is replaced by the following:

C. Workers' Compensation Law

Workers' Compensation Law means the workers' or workmen's compensation law and occupational disease law of each state or territory named in Item 3.A. of the Information Page and the Longshore and Harbor Workers' Compensation Act (33 USC Sections 901-950). It includes any amendments to those laws that are in effect during the policy period. It does not include any other federal workers' or workmen's compensation law, other federal occupational disease law or the provisions of any law that provide nonoccupational disability benefits.

Part Two (Employers Liability Insurance), **C. Exclusions.**, exclusion **8.** does not apply to work subject to the Longshore and Harbor Workers' Compensation Act.

This endorsement does not apply to work subject to the Defense Base Act, the Outer Continental Shelf Lands Act, or the Nonappropriated Fund Instrumentalities Act.

The estimated premium for the Longshore and Harbor Workers' Compensation Act coverage provided by this endorsement is as shown in the Schedule below or item 4 of the Information Page.

SCHEDULE

CODE NO.	CLASSIFICATION	ESTIMATED ANNUAL REMUNERATION	RATE PER $100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM

TOTAL ESTIMATED ANNUAL PREMIUM $

DATE OF ISSUE: **07-24-18**

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WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY **WC 04 03 01 D**

(Ed. 2-18)

POLICY AMENDATORY ENDORSEMENT–CALIFORNIA

It is agreed that, anything in the policy to the contrary notwithstanding, such insurance as is afforded by this policy by reason of the designation of California in Item 3 of the Information Page is subject to the following provisions:

1. **Minors Illegally Employed – Not Insured.** This policy does not cover liability for additional compensation imposed on you under Section 4557, Division IV, Labor Code of the State of California, by reason of injury to an employee under sixteen years of age and illegally employed at the time of injury.

2. **Punitive or Exemplary Damages – Uninsurable.** This policy does not cover punitive or exemplary damages where insurance of liability therefor is prohibited by law or contrary to public policy.

3. **Increase in Indemnity Payment – Reimbursement.** You are obligated to reimburse us for the amount of increase in indemnity payments made pursuant to Subdivision (d) of Section 4650 of the California Labor Code, if the late indemnity payment which gives rise to the increase in the amount of payment is due less than seven (7) days after we receive the completed claim form from you. You are obligated to reimburse us for any increase in indemnity payments not covered under this policy and will reimburse us for any increase in indemnity payment not covered under the policy when the aggregate total amount of the reimbursement payments paid in a policy year exceeds one hundred dollars ($100).

   If we notify you in writing, within 30 days of the payment, that you are obligated to reimburse us, we will bill you for the amount of increase in indemnity payment and collect it no later than the final audit. You will have 60 days, following notice of the obligation to reimburse, to appeal the decision of the Insurer to the Department of Insurance.

4. **Application of Policy.** Part One, "Workers Compensation Insurance", A, "How This Insurance Applies", is amended to read as follows:

   This workers compensation insurance applies to bodily injury by accident or disease, including death resulting therefrom. Bodily injury by accident must occur during the policy period. Bodily injury by disease must be caused or aggravated by the conditions of your employment. Your employee's exposure to those conditions causing or aggravating such bodily injury by disease must occur during the policy period.

5. **Rate Changes.** The premium and rates with respect to the insurance provided by this policy by reason of the designation of California in Item 3 of the Information Page are subject to change if ordered by the Insurance Commissioner of the State of California pursuant to Section 11737 of the California Insurance Code.

6. **Long Term Policy.** If this policy is written for a period longer than one year, all the provisions of this policy shall apply separately to each consecutive twelve-month period or, if the first or last consecutive period is less than twelve months, to such period of less than twelve months, in the same manner as if a separate policy had been written for each consecutive period.

7. **Statutory Provision.** Your employee has a first lien upon any amount which becomes owing to you by us on account of this policy, and in the case of your legal incapacity or inability to receive the money and pay it to the claimant, we will pay it directly to the claimant.

8. Part Five, "Premium", E, "Final Premium", is amended to read as follows:

   The premium shown on the Information Page, schedules, and endorsements is an estimate. The final premium will be determined after this policy ends by using the actual, not the estimated, premium basis and the proper classifications and rates that lawfully apply to the business and work covered by this policy. If the final premium is more than the premium you paid to us, you must pay us the balance. If it is less, we will refund the balance to you. The final premium will not be less than the highest minimum premium for the classifications covered by this policy.

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WC 04 03 01 D **WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**

(Ed. 2-18)

POLICY NUMBER: MWC 313800 00

If this policy is canceled, final premium will be determined in the following way unless our manuals provide otherwise:

a. If we cancel, final premium will be calculated pro rata based on the time this policy was in force. Final premium will not be less than the pro rata share of the minimum premium.
b. If you cancel, final premium may be more than pro rata; it will be based on the time this policy was in force, and may be increased by our short-rate cancelation table and procedure. Final premium will not be less than the pro rata share of the minimum premium.

It is further agreed that this policy, including all endorsements forming a part thereof, constitutes the entire contract of insurance. No condition, provision, agreement, or understanding not set forth in this policy or such endorsements shall affect such contract or any rights, duties, or privileges arising therefrom.

DATE OF ISSUE: 07/24/2018

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WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY **WC 04 03 05**

POLICY NUMBER: MWC 313800 00

VOLUNTARY COMPENSATION AND EMPLOYERS LIABILITY COVERAGE ENDORSEMENT - CALIFORNIA

If the employer named in ITEM 1 of the Information Page has in his employment persons not entitled to compensation under Division 4 of the Labor Code of the State of California, this policy shall operate as an election on the part of the employer to come under the compensation provisions of Division 4 with respect to those persons described in the Schedule below.

This policy applies to those persons described in the Schedule below as employees.

SCHEDULE

ALL EMPLOYEES NOT SUBJECT TO ANY WORKERS' COMPENSATION LAW

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WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY **WC 04 03 06 (Ed. 04-84)**

POLICY NUMBER: MWC 313800 00

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - CALIFORNIA

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be % of the California workers' compensation premium otherwise due on such remuneration.

SCHEDULE

PERSON OR ORGANIZATION	JOB DESCRIPTION
ON FILE WITH COMPANY	ON FILE WITH COMPANY

DATE OF ISSUE: 07-24-18

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WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY **WC 04 03 10**

POLICY NUMBER: **MWC 313800 00**

DUTY TO DEFEND-CALIFORNIA

The insurance afforded by Part One, Section **C**, "We Will Defend", is hereby deleted and replaced with the following:

WE WILL DEFEND

We have the right and duty to defend at our expense any claim or proceeding against you before the California Workers' Compensation Appeals Board or its equivalent in any other state (and any appeal of a decision therefrom) for the benefits payable by this workers' compensation insurance. We have the right to investigate and settle these claims or proceedings.

We have no duty to defend a claim, proceeding, or suit that is not covered by this insurance.

Nothing contained in this Section shall amend, modify, restrict or otherwise alter any obligations or conditions under Part Two-Employer's Liability Insurance of the policy.

DATE OF ISSUE: **07-24-18**

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WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY **WC 04 03 60 B (Ed. 01-15)**

EMPLOYERS' LIABILITY COVERAGE AMENDATORY ENDORSEMENT—CALIFORNIA

The insurance afforded by Part Two (Employers' Liability Insurance) by reason of designation of California in item 3 of the information page is subject to the following provisions:

A. "How This Insurance Applies," is amended to read as follows:

A. How This Insurance Applies

This employers' liability insurance applies to bodily injury by accident or bodily injury by disease. Bodily injury means a physical injury, including resulting death.

1. The bodily injury must arise out of and in the course of the injured employee's employment by you.
2. The employment must be necessary or incidental to your work in California.
3. Bodily injury by accident must occur during the policy period.
4. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The employee's last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period.
5. If you are sued, the original suit and any related legal actions for damages for bodily injury by accident or by disease must be brought in the United States of America, its territories or possessions, or Canada.

C. The "**Exclusions**" section is modified as follows (all other exclusions in the "**Exclusions**" section remain as is):

1. Exclusion 1 is amended to read as follows:
   1. liability assumed under a contract.

2. Exclusion 2 is deleted.

3. Exclusion 7 is amended to read as follows:
   7. damages arising out of coercion, criticism, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination against or termination of any employee, termination of employment, or any personnel practices, policies, acts or omissions.

4. The following exclusions are added:
   1. bodily injury to any member of the flying crew of any aircraft.
   2. bodily injury to an employee when you are deprived of statutory or common law defenses or are subject to penalty because of your failure to secure your obligations under the workers' compensation law(s) applicable to you or otherwise fail to comply with that law.
   3. liability arising from California Labor Code Section 2810.3 which relates to labor contracting.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)
Endorsement Effective **07-01-18** Policy No. **MWC 313800 00** Endorsement No.
Insured **VERITY HEALTH SYSTEM OF CALIFORNIA, INC.** Premium $ **INCL.**
Insurance Company **OLD REPUBLIC INSURANCE COMPANY**
Countersigned By

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WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY **WC 04 04 21**

(Ed. 1-08)

OPTIONAL PREMIUM INCREASE ENDORSEMENT – CALIFORNIA

You must provide us, or our authorized representative, access to records necessary to perform a payroll verification audit. If you fail to provide access within 90 days after expiration of the policy, you are liable to pay a total premium equal to 3 times our current estimate of the annual premium for your policy. In addition, if you fail to provide access after our third request within a 90 day or longer period, you are also liable for our costs in attempting to perform the audit unless you provide a compelling business reason for your failure.

We will contact you to schedule appointments during normal business hours.

We will notify you of your failure to provide access by mailing a certified, return-receipt document stating the increased premium and the total amount of our costs incurred in our attempt(s) to perform an audit. In addition to any other obligations under this contract, 30 days after your receive the notification, you will be obligated to pay the total premium and costs referenced above. If, thereafter, you provide access to your records within three years after the policy expires, or within another mutually agreed upon time, and we succeed in performing the audit to our satisfaction, we will revise your total premium and the costs due to reflect the results of the audit.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective **07/01/2018** Policy No. **MWC 313800 00** Endorsement No.

Insured **VERITY HEALTH SYSTEM OF** Premium $ **INCL.**

Insurance Company **OLD REPUBLIC INSURANCE COMPANY**

Countersigned By

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CALIFORNIA CANCELATION ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because California is shown in Item 3.A. of the INFORMATION PAGE.

The cancelation condition in Part Six (Conditions) of the policy is replaced by these conditions:

CANCELATION

1. You may cancel this policy. You must mail or deliver advance written notice to us stating when the cancelation is to take effect.

2. We may cancel this policy for one or more of the following reasons:

   a. Non-payment of premium;

   b. Failure to report payroll;

   c. Failure to permit us to audit payroll as required by the terms of this policy or of a previous policy issued by us;

   d. Failure to pay any additional premium resulting from an audit of payroll required by the terms of this policy or any previous policy issued by us;

   e. Material misrepresentation made by you or your agent;

   f. Failure to cooperate with us in the investigation of a claim;

   g. Failure to comply with Federal or State safety orders;

   h. Failure to comply with written recommendations of our designated loss control representatives;

   i. The occurrence of a material change in the ownership of your business;

   j. The occurrence of any change in your business or operations that materially increases the hazard for frequency or severity of loss;

   k. The occurrence of any change in your business or operation that requires additional or different classification for premium calculation;

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WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY **WC 04 06 01 A**

POLICY NUMBER: **MWC 313800 00**

l. The occurrence of any change in your business or operation which contemplates an activity excluded by our reinsurance treaties.

3 If we cancel your policy for any of the reasons listed in (a) through (f), we will give you 10 days advance written notice, stating when the cancelation is to take effect. Mailing that notice to you at your mailing address shown in Item 1 of the Information Page will be sufficient to prove notice. If we cancel your policy for any of the reasons listed in Items (g) through (l), we will give you 30 days advance written notice; however, we agree that in the event of cancelation and reissuance of a policy effective upon a material change in ownership or operations, notice will not be provided.

4. The policy period will end on the day and hour stated in the cancelation notice.

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INSURED COPY

PROGRAM AGREEMENT ENDORSEMENT

THIS AGREEMENT (the "Agreement") entered into by and between **OLD REPUBLIC INSURANCE COMPANY**, Greensburg, Pennsylvania (herein, the "Company"), and **DAUGHTERS OF CHARITY HEALTH SYSTEM**, Los Altos Hills, California (herein, the "Insured") on July 1, 2015 (the "Effective Date").

WITNESSETH:

WHEREAS, the Insured has requested the Company to issue to it for its benefit and for the benefit of its subsidiaries or affiliates and others as reflected in the Named Insured endorsement, effective July 1, 2015, certain insurance Policies covering the Insured's operations and those of its subsidiaries or affiliates under which the Insured will retain all or a certain portion of the Losses and Allocated Loss Adjustment Expenses;

WHEREAS, the Company has agreed to do so on the terms and conditions set forth below, as well as those in the insurance Policies it issues to the Insured.

NOW THEREFORE, in consideration of the premises and the mutual promises herein set forth, and intending legally to be bound, the parties agree as follows:

1. **Insured and its Subsidiaries**

This Agreement is entered into by the Insured for its own benefit and, subject to Section 3 below, the benefit of the Insured's subsidiaries or affiliates, and is a binding obligation of the Insured and its subsidiaries and affiliates.

2. **Application and Effective Date**

This Agreement and Schedules A, B and C attached hereto, which are a part of this Agreement, apply to each of the insurance coverages described in Section 3 below as of the effective date(s) of such insurance coverages as shown on Schedule A and will continue in full force and effect until terminated in accordance with the provisions of Section 15 hereof, and the applicable insurance laws governing such insurance coverage.

3. **The Insurance Coverages**

The Company will issue to the Insured, for the Insured's own benefit and for the benefit of such of the Insured's subsidiaries or affiliates as the Insured designates from time to time, the Company's Policies as shown on Schedule A. Coverage will be provided under each Policy with the retentions and/or deductibles that are set forth in Schedule A attached hereto. Any renewals shall be set forth on an Addendum to Schedules A, B and C.

4. **Definitions.**

As used in this Agreement:

(a) "Allocated Loss Adjustment Expenses" are as defined in the applicable endorsement and/or Policy.

(b) "Claim Service Company" means the Claims Administrator designated or approved by the Company.

(c) "Insured's Retention" means the amounts of Loss and Allocated Loss Adjustment Expense which are retained by the Insured or its Insured subsidiaries or affiliates per Occurrence, as indicated on Schedule A for each Policy, respectively.

(d) "Loss" or "Losses" means any claim or claims to the extent covered by any one of the Policies. "Loss" or "Losses", for purposes of any other type of claim covered under this Agreement besides workers' compensation, shall also include any extra-contractual, punitive or exemplary damages liability which may be imposed with respect to each Policy.

(e) "Obligation" or "Obligations" means any and all amounts the Insured is or will be required to pay under the terms and conditions of each Policy and this Agreement. The Insured's Obligations include, but are not limited to, Losses, Allocated Loss Adjustment Expenses, Unallocated Loss Adjustment Expenses, premiums, surcharges and assessments under each Policy and any and all indemnification, defense, or hold harmless expenses due or becoming due to the Company under this Agreement.

(f) "Occurrence" means the event or events for which there is insurance coverage under the terms and conditions of one or more of each Policy.

(g) "Unallocated Loss Adjustment Expenses" means salaries, overhead and other costs related to the claim adjustment process that are not specifically allocated to the expense incurred for a particular claim, including but not limited to any claims administration fees paid or payable in accordance with Section 11 below.

5. **Payments by the Insured**

5.1. The premium for each Policy is payable to the Company in accordance with the provisions of Schedule C.

5.2. The premium for each Policy will be subject to adjustment based upon the Company's rights of audit under the terms of each respective Policy, and will also be subject to adjustment to reflect the inclusion or exclusion of any subsidiaries as Named Insureds under each Policy during the term of coverage. The Insured's inability or failure to provide audited exposure data to the Company within ninety (90) days of a Policy's expiration date shall be considered a forfeiture of the Insured's rights under the audit provisions of this Agreement and the Policy. The Company shall use the best information available to it to produce audit adjustments which shall become due under the terms of each respective Policy.

5.3. The Policy premium includes the external costs shown on Schedule B of this Agreement. In the event of any change in the basis for the calculation of any of the external costs, as required by any tax or regulatory authority having jurisdiction over the matter, any resulting difference in the indicated external costs shall be treated as a surcharge in accordance with Schedule C and the Policy.

5.4. Any Workers' Compensation Policy may provide that dividends may be granted by the Board of Directors of the Company. If declared by the Board, any such dividends will be limited to the amount by which the audit adjusted written premium exceeds the amount of the Company's retained premium for each Workers' Compensation Policy as set forth in Schedule B. In the event that the written premium, following an audit adjustment, is less than the corresponding Company retained premium shown in Schedule B, the difference shall be due and payable by the Insured upon receipt of written notice from the Company pursuant to the Policy. Under California law, it is unlawful for the Company to promise the future payment of dividends under an unexpired workers' compensation policy or to

misrepresent the conditions for dividend payment. Dividends are payable only pursuant to conditions determined by the Company's Board of Directors or other governing board following policy expiration.

6. **Allocated Loss Adjustment Expenses**

As specified in Schedule A and the Policy, in addition to the payment of its share of each Loss, the Insured will be liable for a proportionate share of Allocated Loss Adjustment Expenses in the same ratio as the Insured's Retention bears to the total claim settlement or judgment under any one of the Policies. For purposes of such proration, any extra-contractual, punitive or exemplary damages will be excluded from the amount of the Loss. Allocated Loss Adjustment Expenses with respect to Losses which are entirely within Insured's Retention, as well as claims which are successfully defended and result in no Loss payments, will not be prorated but will be fully the responsibility of the Insured.

Each Policy for which Schedule A specifies that the Insured's Retention includes both Loss and Allocated Loss Adjustment Expenses, the Insured shall be responsible for all Allocated Loss Adjustment Expenses incurred with respect to each Loss, up to but not exceeding the amount of the Insured's Retention.

7. **Hold Harmless – Not Applicable to California Worker's Compensation Coverage**

In consideration of the Company's agreement to enter into this Agreement and to issue each Policy on the terms and conditions set forth in this Agreement, and to enter into an agreement with the Insured or a third party for the administration of claims in accordance with Section 11 below, the Insured hereby unconditionally agrees to indemnify, defend and hold the Company harmless from and against all claims, Losses, costs and expenses which the Company may suffer or incur under each Policy, this Agreement, any agreement for claims administration by the Insured or a third party or any other contracts(s) entered into or certificates or other evidence of insurance issued by the Company or an agent or broker at the request of the Insured or for which the Company may be held liable by a final order of a court or regulatory authority as a result of issuing such Policies or entering into this Agreement or any other agreement or issuing any certificates or evidence of insurance at the request of the Insured. Such indemnification obligations do not extend, however, to Insured claims, Losses, costs and expenses that the Company has agreed to assume for its own account, or for which the Company seeks or has received a recovery from a third party other than a subsidiary or affiliate of the Insured, or to any liability suffered or incurred by the Company as a direct result of its sole negligence, willful misconduct, or failure to perform its obligations under this Agreement and each Policy. The indemnification Obligations of the Insured hereunder are not limited by, but are in addition to the Insured's Retention, and will remain in full force and effect, notwithstanding any change in the ownership or control of the Insured or its subsidiaries or affiliates insured under each Policy, and will survive any termination of this Agreement.

8. **No Aggregate or Stop Loss Coverage**

Notwithstanding the limits of the Insured's Retention as to any one Occurrence, there is no limitation of the Insured's liability on a cumulative or aggregate basis under the terms and conditions of this Agreement, and it is understood that the Company does not undertake to limit the Insured's cumulative or aggregate liability through any aggregate, stop loss or similar protection.

9. Security

9.1. As security for all of the Insured's Obligations, the Insured must provide to the Company one or more clean, unconditional, irrevocable Letter(s) of Credit establishing credit in favor of the Company, or other security acceptable to the Company. Such Letter(s) of Credit must be issued by a bank(s) which is a member of the Federal Reserve system and is acceptable to the Company. The form of the Letter(s) of Credit must be as shown in Appendix A.

If posting a Letter of Credit, each such Letter of Credit must be issued for a term of at least twelve (12) months and shall be, by its terms, subject to an unlimited number of automatic renewals thereafter for additional terms of at least twelve (12) months, unless the issuer bank advises the Company in writing, at least thirty (30) days prior to the next expiration date, of its intention not to have the Letter(s) of Credit renewed. In that case, the Insured must furnish the Company with a replacement Letter(s) of Credit issued to the Company by an acceptable bank(s), or other security as may be acceptable to the Company, establishing credit or security in an amount equal to the credit under the Letter(s) of Credit being replaced, within not less than ten (10) business days before the expiry date. The requirement for such security will remain in place until all of the Insured's current and future Obligations have been indefeasibly paid or otherwise concluded in a manner satisfactory to the Company.

9.2. The amount of the initial required security is $32,121,000. At such times as the Company deems it appropriate or necessary, but at least annually, and until all liability with respect to the Insured's Obligations has been paid or otherwise concluded, the Company shall, applying generally accepted actuarial and credit review principles, review the security requirement. The Company shall have the sole right to determine the adequacy of the amount of security to be held. The sum of all of the Insured's Obligations which have been paid by the Insured or satisfied by sums drawn by the Company under the Letter(s) of Credit or other acceptable security held by the Company shall be subtracted to arrive at the required security. If the resulting security requirements exceed the amount of remaining credit available to the Company under the Letter(s) of Credit or other acceptable security as of the calculation date, then the Insured must provide the Company with additional acceptable security equal to such excess within fifteen (15) days of the Insured's receipt of notice of the increased security requirement. If the required security is less than the remaining credit available to the Company under the Letter(s) of Credit or other acceptable security, then the amount of such remaining credit will be reduced by the amount of such difference, and the Company will execute any document necessary in order to reduce the amount of such credits in accordance with this Section 9.

9.3 The Company or its successors in interest may draw upon any Letter of Credit, trust or other security at any time and from time to time, and such funds shall be applied without diminution because of the insolvency of the Insured or the Company for one or more of the following purposes only:

(a) to reimburse the Company for the Insured's share of Losses, Allocated Loss Adjustment Expenses and Unallocated Loss Adjustment Expenses paid by the Company;

(b) to fund an account with the Company for the full amount secured under this Agreement in the event the Insured has failed to replace timely any expiring Letter of Credit as required by Section 9.1 hereof or to adjust timely the amount secured hereunder as required by Section 9.2 hereof, and such failure would result in a deficiency in the total security provided by the Insured;

(c) to fund an account with the Company for the full amount secured in the event of the filing of a voluntary or involuntary petition in bankruptcy by the Insured, the insolvency of the Insured, the admission in writing by the Insured of its inability to pay its debts as they become due, or a general assignment by the Insured of its assets for the benefit of creditors;

(d) to pay any other amounts the Company claims are due to it under each Policy or this Agreement.

In the event the Company draws upon a Letter of Credit or other security pursuant to items (b), (c) or (d) above, the Company will be free to hold the proceeds thereof, without liability for interest thereon, until the Insured has fully remedied the circumstances for which the draw was made, whereupon the Company shall promptly return the proceeds held by it, less portions allocable to amounts due it under item (a) above, upon receipt of written instructions from the Insured, signed by a duly authorized officer of the Insured, indicating to whom such return is to be made. The Company shall have no obligation or liability to remit to the Insured any investment income thereupon.

10. Claims Administration

10.1 Claims arising under Policies issued by the Company shall be administered by a third party claims administrator approved by, and under a contract acceptable to Company or, when approved by Company, self administered by the Insured under an acceptable separate written contract. Whether a third party claims administrator or the Insured itself, the party administering claims must: (i) provide a monthly report to Company showing the status of all claims, including details of payments and outstanding reserves in a format acceptable to Company; (ii) comply with all adjuster licensing laws; (iii) abide by the applicable state insurance claims settlement practices laws and regulations; (iv) screen all claimants' names under the Specially Designated Nationals and Blocked Persons list published by the Office of Foreign Asset Control and follow applicable reporting requirements; (v) prepare Form 1099 Miscellaneous Income reports on their behalf for filing with the Internal Revenue Service as to all Losses paid under each Policy; (vi) comply with such other reporting or screening requirements as provided under applicable laws or regulations; and (vii) in the case of the Insured, provide the funding for the payment of all Losses and Allocated Loss Adjustment Expenses under each Policy.

10.2 If the Insured wishes to change the administrator of the claims arising under Policies, whether the administrator be the Insured or a third party claims administrator, the Insured must provide the Company with a written request with the identity of the replacement administrator not less than sixty (60) days in advance of the requested change date. If the Insured requests the transfer of open claim files to the replacement administrator, it must provide the Company with the written request not less than ninety (90) days in advance of the requested change date. Any such replacement or transfer is subject to the Company's approval and the Insured's payment of a fee to be determined by the Company. The Insured and the replacement administrator must satisfy all other requirements of this Section 11 for the change or transfer to be effective.

10.3 If claims arising under each Policy are administered by a third party claims administrator, the fees and expenses for such services will be strictly the obligation of the Insured. The Insured's Obligation to pay the fees and expenses of the third party claims administrator is not limited by the Insured's Retention. The Insured will fund an imprest account (Escrow Account) to be used for the payment of Losses and Allocated Loss Adjustment Expenses paid under each Policy. In the event said funds are deemed insufficient by the Company or the third party administrator, it will be the responsibility of the Insured to replenish and/or increase the funds to the required level.

10.4 Any salvages or subrogation recoveries obtained with respect to Losses shall be applied first to reimburse the Company with respect to that portion of each Loss, if any, which exceeds the Insured's Retention, excluding Allocated Loss Adjustment Expenses, and the balance to reimburse the Insured with respect to the Insured's Retention on each such Loss. The expenses incurred in obtaining such salvages or subrogation recoveries shall be borne by each party in the same proportion that each party benefits from the recoveries.

10.5 It is understood and agreed that in the event of any disagreement as to case reserves, Allocated Loss Adjustment Expenses, claims handling decisions, the choice of defense counsel or claims administrators, the final authority will rest with the Company in its sole discretion. In the event that the Insured or its third party claims administrator ceases to provide the services required of it or is unable to provide such services, for whatever reason, and an acceptable replacement is not immediately engaged, the Company will have the option of selecting a claims administrator of its own choice or assuming the claims administration function itself until an acceptable claims administrator is selected. For any such period of time, the Company shall be entitled to receive claims administration fees and reimbursement equal to the greater of what the unacceptable claims administrator would have been paid for the same services, or to what any one of the national claims administration firms would have charged for the same services.

11. Breach of Obligations

If the Insured fails to pay or otherwise perform in a timely manner any Obligation due the Company hereunder or under a Policy at any time during the term of this Agreement, and if such failure continues for at least ten (10) business days following the Insured's receipt of written notice of such failure, the Company shall, at its sole discretion have the option of cancelling that Policy due to nonperformance or nonpayment in accordance with the provisions of that Policy subject to applicable law and, pursuant to Section 10.3 hereinabove, have the option of drawing on the Letter(s) of Credit or other security furnished to it under this Agreement in payment of the Obligations due from the Insured, but shall be under no obligation to do so. Alternatively, the Company may terminate the financing related to the Insured's insurance coverages by converting the applicable Policy(ies) to a guaranteed cost rating plan using the Company's filed and approved rates in effect as of the Policy(ies) effective date, and the entire amount of standard premium thereunder shall be immediately due.

12. Renewal Option

The Company is under no obligation, and unless otherwise agreed to in writing, the Company shall not be under any obligation in the future, to renew any of the coverages under each Policy or to offer renewal of the coverages under the same terms and conditions following the expiration of any Policy. If the Company elects not to renew and/or to cancel coverage, it will furnish to the Insured notice of its intent not to renew and/or cancel consistent with the terms and conditions of each Policy.

13. Joint Obligations

The Obligations set forth in this Agreement are Obligations of the Insured and its insured subsidiaries and affiliates jointly and severally. While the Company agrees to look primarily to the Insured for all such Obligations, its recourse is not limited to the Insured, and the Company has the right at all times to hold any or all of the Insured subsidiaries and affiliates liable for any Obligations due it. The Insured hereby expressly represents and warrants that it is authorized to enter into this Agreement on behalf of, and to bind, its insured subsidiaries and affiliates to this Section 13 and all of the other terms and conditions hereof, and stipulates that the foregoing representation and warranty is material and has been specifically relied upon by the Company in entering into this Agreement and agreeing to issue each Policy under this Agreement.

14. Financial Statements, Access to Records

14.1 Annually while this Agreement remains in force, the Insured will make available to the Company copies of audited financial statements of the Insured and its insured subsidiaries and affiliates and the Insured's Forms 10-K and 10-Q Annual and Quarterly Reports, each of which will be made available to the Company within thirty (30) business days after the date on which such documents are filed with the Securities and Exchange Commission. In the event the Insured ceases to be a reporting company required to file such reports, it will provide the Company with copies of quarterly financial statements certified by its chief financial officer and annual financial statements certified by independent auditors within sixty (60) days after the end of each calendar quarter and within one hundred-twenty (120) days after the end of each calendar year while this Agreement remains in effect.

14.2 At all times while this Agreement remains in effect, the Company will have full and free access to the books and records of the Insured, its subsidiaries and affiliates insured under each Policy, and those of the third party claims administrator(s) described above, as respects information pertaining to the subject coverages. Such access will be limited, however, to normal business hours and shall be afforded only at reasonable intervals and upon reasonable prior written notice.

15. Term and Termination

15.1 This Agreement shall remain in full force and effect until all of the Insured's Obligations have been indefeasibly paid in full or otherwise satisfactorily concluded and will survive the expiration as well as any cancellation of each Policy.

15.2 Notwithstanding Section 15.1 above, this Agreement shall terminate:

(a) by mutual written consent;

(b) when the Company notifies the Insured that the Insured's Obligations have been fully and indefeasibly discharged; or

16. Entire Agreement, Amendment

[Apart from any agreement entered into for the administration of claims by a third party claims administrator,] this Agreement, together with each Policy issued hereunder, represents the entire agreement between the parties with respect to the subject matter hereof. This Agreement may only be changed by written amendment signed by duly authorized officers of the respective parties. No other changes will be binding or enforceable.

17. Governing Law

This Agreement will be governed in all respects by the laws of the State of Illinois, unless the law of another state is required by the Policy, applicable law or regulation.

18. Notices

All notices or other communications required hereunder will be in writing, sent by registered mail to:

OLD REPUBLIC INSURANCE COMPANY
445 South Moorland Rd., Suite 300
Brookfield, WI 53005

DAUGHTERS OF CHARITY HEALTH SYSTEM
203 Redwood Shores Parkway, Suite 700
Redwood, CA 94065

or such other addresses as may be designated in the same manner from time to time.

19. No Waiver

The failure on any occasion by either party to enforce the terms of this Agreement will not be deemed or construed as a waiver of that party's right to enforce those or any other terms of this Agreement on any other occasion.

20. Construction

The terms and conditions of this Agreement will be liberally construed so as to give the fullest possible effect to the intentions of the parties.

21. Severability

If any term or provision of this Agreement is in violation of the law of any state, such term or provision shall be void in the jurisdiction(s) where it is unlawful. The remainder of this Agreement shall remain binding on the parties so that the terms of this Agreement are binding only to the extent lawful under applicable laws. If any provision of this Agreement is determined by a court of law to be unenforceable, the parties hereto agree, and it is their desire, that the court shall modify such provision to the extent necessary to be deemed enforceable by such court. As so modified, the provision shall be binding upon the parties as if originally set forth herein.

22. Assignment

Neither party may assign any of its rights or obligations under this Agreement without the prior written consent of the other party.

23. Remedies

The rights and remedies granted to the parties hereunder will be in addition to, and not in lieu of, any rights or remedies they may otherwise have.

24. Successors

The terms and conditions of this Agreement are binding upon and will inure to the benefit of the successors and assigns of the parties hereto.

25. Execution

This Agreement may be executed in counterparts, with signature pages exchanged by any commercially reasonable means, including by facsimile or electronic mail.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the Effective Date.

ATTEST:

OLD REPUBLIC INSURANCE COMPANY

BY: _____
TITLE: Vice President
DATE: 7/31/15

ATTEST:

DAUGHTERS OF CHARITY HEALTH SYSTEM for itself and on behalf of its insured subsidiaries and affiliates

BY: _____
TITLE: VP, Risk Management & Corporate Responsibility Officer
DATE: 9/6/15

APPENDIX A – LETTER OF CREDIT

BANK LETTERHEAD

ISSUE DATE: _____

IRREVOCABLE LETTER OF CREDIT NO. _____

To Beneficiary:
Old Republic Insurance Company
c/o Old Republic Risk Management
445 South Moorland Road, Suite 300
Brookfield, WI 53005
Attn: Chief Financial Officer

For Internal Identification Purposes Only:

Applicant: _____

We hereby establish this Irrevocable Letter of Credit in favor of the aforesaid addressee ("Beneficiary") for drawings up to United States $_____ effective immediately. This Letter of Credit is issued, presentable and payable at our office at (issuing bank's address) and expires with our close of business on _____, 20____.

The term "Beneficiary" includes any successor by operation of law of the named Beneficiary including, without limitation, any liquidator, rehabilitator, receiver or conservator.

We hereby undertake to promptly honor your sight draft(s) drawn on us, indicating our Credit No. _____, for all or any part of this Credit if presented at our office specified in Paragraph 1 on or before the expiry date or any automatically extended expiry date.

Except as expressly stated herein, this undertaking is not subject to any agreement, condition or qualification. The obligation of (issuing bank) under this Letter of Credit is the individual obligation of (issuing bank), and is in no way contingent upon reimbursement with respect thereto.

It is a condition of this Letter of Credit that it is deemed to be automatically extended without amendment for one (1) year from the expiry date hereof, or any future expiration date, unless at least thirty (30) days prior to any expiration date we notify you by registered mail that we elect not to consider this Letter of Credit renewed for any such additional period.

This Letter of Credit is subject to and governed by the Laws of the State of New York and the Uniform Customs and Practice for Documentary Credits (2007 Revision) International Chamber of Commerce, Publication No. 600 and, in the event of any conflict, the Laws of the State of New York will control. If this Credit expires during an interruption of business as described in Article 36 of said Publication 600, the bank hereby specifically agrees to effect payment if this Credit is drawn against within 30 days after the resumption of business.

Very truly yours,
(Issuing Bank)

By: _____
(Authorized Signature)

OLD REPUBLIC INSURANCE COMPANY

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY

PROGRAM AGREEMENT
SCHEDULE A

An executed copy of WC 95 06 02 will be attached to your policy.

OLD REPUBLIC INSURANCE COMPANY

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY

PROGRAM AGREEMENT
SCHEDULE B
COMPANY DEDUCTIBLE PREMIUM

An executed copy of WC 95 06 03 will be attached to your policy.

OLD REPUBLIC INSURANCE COMPANY

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY

PROGRAM AGREEMENT
SCHEDULE C
PREMIUM PAYMENT

An executed copy of WC 95 06 04 will be attached to your policy.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY **WC 34 03 01 C**

(Ed. 3-10)

POLICY NUMBER: MWC 313800 00

OHIO EMPLOYERS LIABILITY COVERAGE ENDORSEMENT

This endorsement applies only to work in Ohio.

A. Part One (Workers Compensation Insurance) does not apply to work in Ohio.

B. Part Two (Employers Liability Insurance) applies to work in Ohio as though it were shown in Item 3.A. of the Information Page.

C. Part Two (Employers Liability Insurance), C. **Exclusions** is changed by adding these exclusions.

C. **Exclusions**

This insurance does not cover:

5. bodily injury intentionally caused or aggravated by you, or bodily injury resulting from an act which is determined to have been committed by you with the belief that an injury is substantially certain to occur;

14. bodily injury to an employee when you are deprived of common law defenses or are subject to penalty because of your failure to secure your obligations under the workers compensation law of Ohio or otherwise fail to comply with that law.

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Policy Number
MWC 313800 00

ENDORSEMENT

OLD REPUBLIC INSURANCE COMPANY

Insured Name VERITY HEALTH SYSTEM OF

Policy Effective Date: 07-01-2018
12:01 A.M., Standard Time

Agent Name LOCKTON COMPANIES

Agent No. 540

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

IN CONSIDERATION OF RETURN ASSESSMENTS AND SURCHARGES OF $17,728,IT IS HEREBY UNDERSTOOD AND AGREED THAT THE POLICY INFORMATION PAGE IS AMENDED AS FOLLOWS:

SPECIAL ASSESSMENTS, SURCHARGES & POLICY FEES: $243,482
TOTAL ESTIMATED ANNUAL PREMIUM: $1,801,036
TOTAL PAYABLE: $ 2,044,518

THE ASSESSMENTS AND SURCHARGES ARE AS FOLLOWS:

CALIFORNIA REVOLVING FUND	$ 92,277
CALIFORNIA FRAUD ASSESSMENT	$ 28,886
CALIFORNIA CIGA SURCHARGE	$ 20,628
CALIFORNIA UNINSURED BENEFITS (UEBT)	$ 6,491
CALIFORNIA SUBSEQUENT INJURIES (SIBT)	$ 40,769
CALIFORNIA OCCUPATIONAL SAFETY & HEALTH FUND	$ 30,076
CALIFORNIA LECF ASSESSMENT	$ 24,355

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
All other terms and conditions of this Policy remain unchanged.

(The information below is required to be completed only when this endorsement is issued subsequent to the policy effective date.)

Endorsement Effective Date: 07-01-18 , this endorsement forms part of Policy Number: MWC 313800 00

Insured Name: VERITY HEALTH SYSTEM OF

Policy Effective Date: 07-01-2018

NCCI Carrier Code: 11509

Endorsement No: 001

TO BE ADJUSTED
AT TIME OF AUDIT

POLICYHOLDER NOTICE INDEX

ACCOUNT NUMBER	POLICY NUMBER	PREVIOUS POLICY NUMBER	EFFECTIVE DATE - EXPIRATION DATE
0540	MWC 313800 00	MWC 310639 00	07-01-2018 07-01-2019

NOTICES ARE NOT PART OF THE POLICY AND DO NOT PROVIDE COVERAGE

PN 04 99 01 F	03-15 CA POLICYHOLDER NOTICE
PN 04 99 02 B	05-02 CA POLICYHOLDER NOTICE
PN 04 99 04	12-01 CA NOTICE INS. GUARANTEE ASSOC (CIGA)
WC PH CW 0104	01-17 NOTICE-ACCIDENT PREVENTION SERVICES

PN 04 99 01 F

(Ed. 03-15)

POLICYHOLDER NOTICE

YOUR RIGHT TO RATING AND DIVIDEND INFORMATION

I. Information Available to You

A. Information Available from Us – Old Republic Insurance Company.

(1) General questions regarding your policy should be directed to your Assistant Underwriter.

Old Republic Risk Management, Inc.
445 S. Moorland Road Suite 300
Brookfield, WI 53005
Telephone: 262-797-3400
Fax#: 262-797-0486

(2) **Dividend Calculation.** If this is a participating policy (a policy on which a dividend may be paid), upon payment or non-payment of a dividend, we shall provide a written explanation to you that sets forth the basis of the dividend calculation. The explanation will be in clear, understandable language and will express the dividend as a dollar amount and as a percentage of the earned premium for the policy year on which the dividend is calculated.

(3) **Claims Information.** Pursuant to Sections 3761 and 3762 of the California Labor Code, you are entitled to receive information in our claim files that affects your premium. Copies of documents will be supplied at your expense during reasonable business hours.

For claims covered under this policy, we will estimate the ultimate cost of unsettled claims for statistical purposes eighteen months after the policy becomes effective and will report those estimates to the Workers' Compensation Insurance Rating Bureau of California (WCIRB) no later than twenty months after the policy becomes effective. The cost of any settled claims will also be reported at that time. At twelve-month intervals thereafter, we will update and report to the WCIRB the estimated cost of any unsettled claims and the actual final cost of any claims settled in the interim. The amounts we report will be used by the WCIRB to compute your experience modification if you are eligible for experience rating.

B. Information Available from the Workers' Compensation Insurance Rating Bureau of California

(1) The WCIRB is a licensed rating organization and the California Insurance Commissioner's designated statistical agent. As such, the WCIRB is responsible for administering the *California Workers' Compensation Uniform Statistical Reporting Plan – 1995* (USRP) and the *California Workers' Compensation Experience Rating Plan – 1995* (ERP). Contact information for the WCIRB is: WCIRB, 1221 Broadway, Suite 900, Oakland, CA 94612, Attention: Customer Service. You may also contact WCIRB Customer Service at 1-888-229-2472, by fax at 415-778-7272, or via the Internet at the WCIRB's website: http://www.wcirb.com. The regulations contained in the USRP and the ERP are available for public viewing through the WCIRB's website.

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(2) **Policyholder Information.** Pursuant to California Insurance Code (CIC) Section 11752.6, upon written request, you are entitled to information relating to loss experience, claims, classification assignments, and policy contracts as well as rating plans, rating systems, manual rules, or other information impacting your premium that is maintained in the records of the WCIRB. Complaints and Requests for Action requesting policyholder information should be forwarded to: WCIRB, 1221 Broadway, Suite 900, Oakland, CA 94612, Attention: Custodian of Records. The Custodian of Records can be reached by telephone at 415-777-0777 and by fax at 415-778-7272.

(3) **Experience Rating Form**. Each experience rated risk may receive a single copy of its current Experience Rating Form free of charge by completing a Policyholder Rate Sheet Request Form on the WCIRB's website at http://www.wcirb.com/ratesheet. The Experience Rating Form will include a Loss-Free Rating, which is the experience modification that would have been calculated if $0 (zero) actual losses were incurred during the experience period. This hypothetical rating calculation is provided for informational purposes only.

II. Dispute Process

You may dispute our actions or the actions of the WCIRB pursuant to CIC Sections 11737 and 11753.1.

A. Our Dispute Resolution Process.

You may send us a written Complaint and Request for Action requesting that we reconsider a change in a classification assignment that results in an increased premium and/or requesting that we review the manner in which our rating system has been applied in connection with the insurance afforded or offered you. Written Complaints and Requests for Action should be forwarded to:

(Insurer's name, address, telephone and fax numbers for office designated to receive complaints.)

CSC - LAWYERS INCORPORATING SERVICE
2730 GATEWAY OAKS DRIVE
SUITE 100
SACRAMENTO, CA 95833
PHONE: (916) 641-5100
FAX: (916) 614-5151

After you send your Complaint and Request for Action, we have 30 days to send you a written notice indicating whether or not your written request will be reviewed. If we agree to review your request, we must conduct the review and issue a decision granting or rejecting your request within 60 days after sending you the written notice granting review. If we decline to review your request, if you are dissatisfied with the decision upon review, or if we fail to grant or reject your request or issue a decision upon review, you may appeal to the insurance commissioner as described in paragraph II.C., below.

B. Disputing the Actions of the WCIRB. If you have been aggrieved by any decision, action, or omission to act of the WCIRB, you may request, in writing, that the WCIRB reconsider its decision, action, or omission to act. You may also request, in writing, that the WCIRB review the manner in which its rating system has been applied in connection with the insurance afforded or offered you. For requests related to classification disputes, the reporting of experience, or coverage issues, your initial request for review must be received by the WCIRB within 12 months after the expiration date of the policy to which the request for review pertains, except if the request involves the application of the Revision of Losses rule. For requests related to your experience modification, your initial request for review must be received by the WCIRB within 6 months after the issuance, or 12 months after the expiration date, of the experience modification to which the request for review pertains, whichever is later, except if the request for review involves the application of the Revision of Losses rule. If the request involves the Revision of Losses rule, the time to state your appeal may be longer. (See Section VI, Rule 14 of the ERP).

You may commence the review process by sending the WCIRB a written Inquiry. Written Inquiries should be sent to: WCIRB, 1221 Broadway, Suite 900, Oakland, CA 94612, Attention: Customer Service. Customer Service can be reached by telephone at 1-888-229-2472, and by fax at 415-778-7272.

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If you are dissatisfied with the WCIRB's decision upon an Inquiry, or if the WCIRB fails to respond within 90 days after receipt of the Inquiry, you may pursue the subject of the Inquiry by sending the WCIRB a written Complaint and Request for Action. After you send your Complaint and Request for Action, the WCIRB has 30 days to send you written notice indicating whether or not your written request will be reviewed. If the WCIRB agrees to review your request, it must conduct the review and issue a decision granting or rejecting your request within 60 days after sending you the written notice granting review. If the WCIRB declines to review your request, if you are dissatisfied with the decision upon review, or if the WCIRB fails to grant or reject your request or issue a decision upon review, you may appeal to the insurance commissioner as described in paragraph II.C., below. Written Complaints and Requests for Action should be forwarded to: WCIRB, 1221 Broadway, Suite 900, Oakland, CA 94612, Attention: Complaints and Reconsiderations. The WCIRB's telephone number is 1-888-229-2472, and the fax number is 415-371-5204.

C. **California Department of Insurance – Appeals to the Insurance Commissioner.** If, after you follow the appropriate dispute resolution process described above, we or the WCIRB decline to review your request, if you are dissatisfied with the decision upon review, or if we or the WCIRB fail to grant or reject your request or issue a decision upon review, you may appeal to the insurance commissioner pursuant to CIC Sections 11737, 11752.6, 11753.1 and Title 10, California Code of Regulations, Section 2509.40 et seq. You must file your appeal within 30 days after we or the WCIRB send you the notice rejecting review of your Complaint and Request for Action or the decision upon your Complaint and Request for Action. If no written decision regarding your Complaint and Request for Action is sent, your appeal must be filed within 120 days after you sent your Complaint and Request for Action to us or to the WCIRB. The filing address for all appeals to the insurance commissioner is:

Administrative Hearing Bureau
California Department of Insurance
45 Fremont Street, 22nd Floor
San Francisco, California 94105

You have the right to a hearing before the insurance commissioner, and our action, or the action of the WCIRB, may be affirmed, modified, or reversed.

III. Resources Available to You in Obtaining Information and Pursuing Disputes

A. **Policyholder Ombudsman.** Pursuant to California Insurance Code Section 11752.6, a policyholder ombudsman is available at the WCIRB to assist you in obtaining and evaluating the rating, policy, and claims information referenced in I.A. and I.B., above. The ombudsman may advise you on any dispute with us, the WCIRB, or on an appeal to the insurance commissioner pursuant to Section 11737 of the Insurance Code. The address of the policyholder ombudsman is WCIRB, 1221 Broadway, Suite 900, Oakland, California 94612, Attention: Policyholder Ombudsman. The policyholder ombudsman can be reached by telephone at 415-778-7159 and by fax at 415-371-5288.

B. **California Department of Insurance – Information and Assistance.** Information and assistance on policy questions can be obtained from the Department of Insurance Consumer HOTLINE, 1-800-927-HELP (4357) or http://www.insurance.ca.gov. For questions and correspondence regarding appeals to the Administrative Hearing Bureau, see the contact information in paragraph II.C.

This notice does not change the policy to which it is attached.

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PN 04 99 02 B
(Ed. 5-02)

POLICYHOLDER NOTICE

CALIFORNIA WORKERS' COMPENSATION INSURANCE RATING LAWS

Pursuant to Section 11752.8 of the California Insurance Code, we are providing you with an explanation of the California workers' compensation rating laws.

1. We establish our own rates for workers' compensation. Our rates, rating plans, and related information are filed with the insurance commissioner and are open for public inspection.

2. The insurance commissioner can disapprove our rates, rating plans, or classifications only if he or she has determined after public hearing that our rates might jeopardize our ability to pay claims or might create a monopoly in the market. A monopoly is defined by law as a market where one insurer writes 20% or more of that part of the California workers' compensation insurance that is not written by the State Compensation Insurance Fund. If the insurance commissioner disapproves our rates, rating plans, or classifications, he or she may order an increase in the rates applicable to outstanding policies.

3. Rating organizations may develop pure premium rates that are subject to the insurance commissioner's approval. A pure premium rate reflects the anticipated cost and expenses of claims per $100 of payroll for a given classification. Pure premium rates are advisory only, as we are not required to use the pure premium rates developed by any rating organization in establishing our own rates.

4. We must adhere to a single, uniform experience rating plan. If you are eligible for experience rating under the plan, we will be required to adjust your premium to reflect your claim history. A better claim history generally results in a lower experience rating modification; more claims, or more expensive claims, generally result in a higher experience rating modification. The uniform experience rating plan, which is developed by the insurance rating organization designated by the insurance commissioner, is subject to approval by the insurance commissioner.

5. A standard classification system, developed by the insurance rating organization designated by the insurance commissioner, is subject to approval by the insurance commissioner. The standard classification system is a method of recognizing and separating policyholders into industry or occupational groups according to their similarities and/or differences. We can adopt and apply the standard classification system or develop and apply our own classification system, provided we can report the payroll, expenses, and other costs of claims in a way that is consistent with the uniform statistical plan or the standard classification system.

6. Our rates and classifications may not violate the Unruh Civil Rights Act or be unfairly discriminatory.

7. We will provide an appeal process for you to appeal the way we rate your insurance policy. The process requires us to respond to your written appeal within 30 days. If you are not satisfied with the result of your appeal, you may appeal our decision to the insurance commissioner.

CALIFORNIA WORKERS' COMPENSATION INSURANCE NOTICE OF NONRENEWAL

Section 11664 of the California Insurance Code requires us, in most instances, to provide you with a notice of nonrenewal. Except as specified in paragraphs 1 through 6 below, if we elect to nonrenew your policy, we are required to deliver or mail to you a written notice stating the reason or reasons for the nonrenewal of the policy. The notice is required to be sent to you no earlier than 120 days before the end of the policy period and no later than 30 days before the end of the policy period. If we fail to provide you the required notice, we are required to continue the coverage under the policy with no change in the premium rate until 60 days after we provide you with the required notice.

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PN 04 99 02 B
(Ed. 5-02)

We are not required to provide you with a notice of nonrenewal in any of the following situations:

1. Your policy was transferred or renewed without a change in its terms or conditions or the rate on which the premium is based to another insurer or other insurers who are members of the same insurance group as us.

2. The policy was extended for 90 days or less and the required notice was given prior to the extension.

3. You obtained replacement coverage or agreed, in writing, within 60 days of the termination of the policy, to obtain that coverage.

4. The policy is for a period of no more than 60 days and you were notified at the time of issuance that it may not be renewed.

5. You requested a change in the terms or conditions or risks covered by the policy within 60 days prior to the end of the policy period.

6. We made a written offer to you to renew the policy at a premium rate increase of less than 25 percent.

   (A) If the premium rate in your governing classification is to be increased 25 percent or greater and we intend to renew the policy, we shall provide a written notice of a renewal offer not less than 30 days prior to the policy renewal date. The governing classification shall be determined by the rules and regulations established in accordance with California Insurance Code Section 11750.3(c).

   (B) For purposes of this Notice, "premium rate" means the cost of insurance per unit of exposure prior to the application of individual risk variations based on loss or expense considerations such as scheduled rating and experience rating.

This notice does not change the policy to which it is attached.

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PN 04 99 04
(Ed. 12-01)

POLICYHOLDER NOTICE

CALIFORNIA INSURANCE GUARANTEE ASSOCIATION (CIGA) SURCHARGE

Companies writing property and casualty insurance business in California are required to participate in the California Insurance Guarantee Association. If a company becomes insolvent, the California Insurance Guarantee Association settles unpaid claims and assesses each insurance company for its fair share.

California law requires all companies to surcharge policies to recover these assessments. If your policy is surcharged, "CA Surcharge" or "CA Surcharge (CIGA Surcharge)" with an amount will be displayed on your premium notice.

This notice does not change the policy to which it is attached.

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OLD REPUBLIC INSURANCE COMPANY

NOTIFICATION TO POLICYHOLDERS OF ACCIDENT PREVENTION SERVICES

Policyholders who have questions about or would like additional information on the accident preventions services list below or obtaining services may contact Loss Control at:

Old Republic Insurance Company
445 South Moorland Road, Suite 300
Brookfield, WI 53005
(877) 797-3400

Old Republic Insurance Company is required to notify policyholders of, make available and/or provide policyholders certain loss control services in the states of COLORADO, MAINE, MINNESOTA, MONTANA, and NEVADA. These services may include and not be limited to surveys, recommendations, training assistance, consultations, accident cause analysis, industrial hygiene and industrial health services. When required by law, these services are made available at no additional charge.

The following state-specific notices also apply:

ARKANSAS
Old Republic Insurance Company is required to provide its policyholders with certain accident prevention services at no additional cost as required by Ark. Code Ann. §11-9-409(d) and AWCC Rule 32. If you would like more information, call Old Republic loss control at (877) 797-3400. If you have any questions about this requirement, call the Health and Safety Division, Arkansas Workers' Compensation Commission at 1-800-622-4472.

CALIFORNIA
We maintain or provide occupational safety and health loss control consultation services. These loss control consultation services include a workplace survey, including discussions with management and, where appropriate, non-management personnel with permission of the employer, a review of injury records with appropriate personnel, The development of a plan to improve the employer's health and safety loss control experience, including modifications to the your injury and illness prevention program. These services are available at no additional charge.

KANSAS
Old Republic Insurance Company has Accident Prevention Services available to our policyholders. These include surveys, recommendations, training programs, consultations, analyses of accident causes, industrial hygiene and industrial health services. These services are intended to assist policyholders implement programs of accident prevention.

MISSOURI
The Missouri Division of Workers' Compensation offers free safety services to Missouri employers through its Missouri Workers' Safety Program (MWSP). MWSP's main goal is to help employers control workers' compensation costs. The Division also certifies Missouri insurance carriers' safety engineering and management programs that are available to insured's upon request. Employers may contact MWSP at 1 (800) 775-COMP or 573/526-3504, email mowsp@doldwcmail.dolir.state.mo.us for more information about workplace safety or for a registry of safety consultants and safety engineers who are certified by the Division [Letter, January 3, 2003 and MSWP Insurance Carrier Certification and Re-Certification Criteria].

(continued on next page)

OKLAHOMA
We offer workplace safety services to policyholders including, but not limited to surveys, recommendations, training programs, consultations, analyses of accident causes, industrial hygiene and industrial health services.

OREGON
We make available and offer to provide to our insureds required loss control consultative services, without additional charge including evaluation of loss prevention needs, assistance evaluating illness & injury experience, an explanation of the Oregon Safe Employment Act and rules that apply to your workplace, an offer to provide an on-site health and safety survey, assistance with industrial hygiene & safety evaluations, assistance in evaluating, obtaining, & maintaining personal protective equipment, evaluation of work practices, workplace design, and assistance with job site modifications, assistance evaluating & improving an safety management practices, assistance identifying health & safety training needs and available resources; an offer to provide follow-up service.

Please contact us for further information on these services or other services that may be available.

You have the right to make a complaint to the OR-OSHA Division if your insurer fails to respond to your request for loss prevention services or otherwise fails to provide services as offered or required.

THIS INFORMATION IS PUBLISHED FOR DELIVERY TO POLICYHOLDERS' MAIN LOCATION IN OREGON AND IS TO BE DISTRIBUTED TO ALL FIXED PLACES OF EMPLOYMENT IN OREGON

PENNSYLVANIA
Required accident & illness prevention services are available to our policyholders who request them. A premium discount of 5% is available to employers who form a certified workplace safety committee as described in PA Statutes, Title 77, § 1038. The discount may be subject to change when rate revisions occur.

TEXAS
Pursuant to Texas Labor Code §411.066, Old Republic Insurance Company is required to notify its policyholders that accident prevention services are available from Old Republic Insurance Company at no additional charge. These services may include surveys, recommendations, training programs, consultations, analyses of accident causes, industrial hygiene, and industrial health services. Old Republic Insurance Company is also required to provide return-to-work coordination services as required by Texas Labor Code §413.021 and to notify you of the availability of the return-to-work reimbursement program for employers under Texas Labor Code §413.022. If you would like more information, contact Old Republic Insurance Company at 800-344-4300 and APServices@ORRM.com for accident prevention services or 800-747-5256 and RTW@orrm.com for return-to-work coordination services. For information about these requirements call the Texas Department of Insurance, Division of Workers' Compensation (TDI-DWC) at 1-800-687-7080 or for information about the return-to-work reimbursement program for employers call the TDI-DWC at (512) 804-5000. If Old Republic Insurance Company fails to respond to your request for accident prevention services or return-to-work coordination services, you may file a complaint with the TDI-DWC in writing at http://www.tdi.texas.gov or by mail to Texas Department of Insurance, Division of Workers' Compensation, MS-8, at 7551 Metro Center Drive, Austin, Texas 78744-1645.

EXHIBIT B

Marillac Insurance Company Ltd.
94 Solaris Ave., 2nd Floor, Camana Bay
P.O. 69, Grand Cayman, KY1-1102, Cayman Islands

MARILLAC INSURANCE COMPANY LTD.
DEDUCTIBLE LIABILITY PROTECTION POLICY

Policy Number: **DED.WC-07.01.18-19** **Renewal of DED.WC-07.01.-17-18**

POLICY SCHEDULE

Insured:
Verity Health System of California, Inc., and as per policy MWC 313800 00
2040 East Mariposa AvenueEl Segundo, CA 90245
Form of Business:
[ ] Individual [ ] Partnership [ ] Joint Venture [X] Other Organizations

Policy Period: From: 07/01/18 to 07/01/19 at 12:01 at Insured's mailing address.

In return for the payment of premium, and subject to all the terms of this policy, we agree with you to provide the insurance as stated in this policy.

POLICY DECLARATION PAGE

I. Deductible Liability Protection - Limit of Liability: Each Occurrence

Coverage A. Workers Compensation - $500,000, including defense costs and expenses.
Coverage B. Employers Liability - $500,000, including defense costs and expenses.

II. This policy applies to Deductibles under the following policies

Insurer :	Old Republic Insurance Company	
Policy Number :	MWC 313800 00	
Effective Dates :	07/01/18- 07/01/19	
Policy Limits :	A. Workers Compensation	Statutory
	B. Employers Liability	$1,000,000/$1,000,000/$1,000,000

III. Deductible Liability Protection Premium

Rate	Premium Basis (payroll)	Basis Amount	Advance Premium
Various	Actuarially Determined	$574,027,729	$6,939,472

The Advance Premium is payable in Installments as follows: Deposit Premium of $1,734,868 and 3 Installments of $1,734,868 each payable [X] Quarterly; [ ] Semi-Annually; or Refer to Payments Schedule attached.



Authorized Signature
MARILLAC INSURANCE COMPANY LTD
94 Solaris Ave., 2nd Floor, Camana Bay,
P.O. Box 69, Grand Cayman, KY1-1102, Cayman Islands,

Authorized Representatives
Aon Insurance Managers (Cayman) Ltd
as Insurance Manager for

Marillac Insurance Company Ltd

Marillac Insurance Company Ltd.
94 Solaris Ave., 2nd Floor, Camana Bay
P.O. 69, Grand Cayman, KY1-1102, Cayman Islands

MARILLAC INSURANCE COMPANY LTD.
DEDUCTIBLE LIABILITY PROTECTION POLICY

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine what is and is not covered.

Throughout this policy, the words "you" and "your" refer to the Insured shown in the Policy Schedule. The words, "we," "us" and "our" refer to Marillac Insurance Company Ltd.

Words and phrases that appear in quotation marks have special meaning. Refer to the **DEFINITIONS**.

In consideration of the payment of the premium and in reliance upon the statements made to us by underwriting information, we agree with you as follows:

I. INSURING AGREEMENT

A. COVERAGE

Subject to our Limit of Liability, we will indemnify the "insured" for all sums which the "insured" shall become obligated to pay to the "insurer" as the Deductible, or Reimbursable portion of all "loss" and "allocated loss adjustment expenses" incurred by such "insurer" under an insurance policy identified in Item II of the Policy Declaration Page.

B. NO OBLIGATION TO DEFEND

We shall indemnify you for any claim, proceeding, or suit against you for benefits payable by the insurance policy identified in Item II of the Policy Declaration Page. However, we have no duty or obligation to investigate or defend any claim or suit brought against you.

II. DEFINITIONS

"Insured" means the employer or organization listed in the Policy Schedule.

"Insurer" means the insurance company identified under Item II of the Policy Declaration Page.

"Loss" means the amount paid to a claimant in satisfaction of his/her claim or suit.

"Allocated Loss Adjustment Expense" means the investigation and defense expenses that the "insurer" allocates directly to a specific claim.

The term **"Occurrence"** will follow the same meaning as it carries on the policy identified in Item II of the Policy Declaration Page.

III. CONDITIONS

A. NOTICE OF CLAIM

If a claim is made or suit is brought against an "insured" for sums due or claimed due from an "insurer," you must see to it that the Policy Administrator or their authorized representative receive written notice

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Marillac Insurance Company Ltd.
94 Solaris Ave., 2nd Floor, Camana Bay
P.O. 69, Grand Cayman, KY1-1102, Cayman Islands

of it as soon as practicable. The Policy Administrator or their authorized representative must furnish us with proof of the sums for which you seek indemnification under this policy. Such proof shall include:

1. the name of the "insurer" and
2. a list of the claims paid by the "insurer"; and for each claim,
   a) the amounts paid and reserved for payment under claim as benefits or indemnity and as "allocated loss adjustment expense," and the amount of the Deductible portion thereof and,
   b) the "insurers" claim number, the claimant's name, and the date of accident or occurrence.

You must authorize us and cooperate with us to obtain records necessary to verify any of those items of information.

Such notice and proof shall be mailed to:

MARILLAC INSURANCE COMPANY LTD.
94 Solaris Ave., 2nd Floor, Camana Bay,
P.O. Box 69, Grand Cayman,
KY1-1102, Cayman Islands,

B. LIMIT OF LIABILITY

The most that we will pay for the total of all losses under this policy is the amount identified as our Limit of Liability under Item I. of the Policy Declaration Page.

C. AUDIT

We may examine and audit the "insureds" books and records, including the insurance policy(ies) identified under Item II of the Policy Declaration Page as far as they relate to this insurance at any time during the policy period and within five years after the expiration of this policy, or until all claims under the policy(ies) identified under Item II of the Policy Declaration Page have been settled, whichever is later. The insurance policy is auditable upon expiration and information developed after the policy ends may be used to determine any adjustment in the final premium, if appropriate.

D. CHANGES

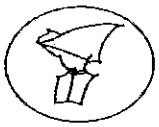
The terms of this policy cannot be changed except by written endorsements we issue to form a part of the policy. Notices to anyone or knowledge possessed by anyone other than us does not change or waive any terms of this policy.

E. ASSIGNMENT

This policy shall be void if you assign or transfer it without our written consent.

F. CANCELLATION

You may cancel this policy by returning it to us or by mailing us a written notice stating when the cancellation will be effective.



Marillac Insurance Company Ltd.
94 Solaris Ave., 2nd Floor, Camana Bay
P.O. 69, Grand Cayman, KY1-1102, Cayman Islands

We may cancel this policy by mailing you at your address stated in the Policy Schedule a written notice stating when, not less than 30 days after such mailing the cancellation will be effective. However, if we cancel the policy because of your failure to pay premium or to provide instruments of security for future premium payment when due, we may cancel this policy by mailing you at your address stated in the Policy Schedule page a written notice stating when, not less than 10 days after such mailing, the cancellation will be effective.

Cancellation of this policy will not change our obligations with respect to "loss" or "allocated loss adjustment expense" arising out of

1. any accident, or occurrence that happens while this insurance is in effect but before the date and time of the cancellation of this policy or,

2. a disease of the "insured's" employee or a person residing with him that was caused or aggravated by conditions of the "insured's" employment, if the employee's or such other person's last exposure to such conditions occurred before the date and time of the cancellation of this policy.

G. PREMIUM

The premium stated under Item III of the Policy Declaration Page is only an estimate. We may change the premium if policies are added or removed from item II of the Policy Declaration Page, or if the policy period of any such policy is changed, or if any other change occurs that changes the "loss" and "allocated loss adjustment expense" expected under any such policy or the Deductible portion thereof.

Any final adjustment using actual figures as opposed to estimated figures will be at our discretion, and will take into account the overall claims position at that time. If the final premium is more than you have paid us, you must pay the balance to us. If the final premium is less than you have paid us, we must return the balance to you.

H. OTHER INSURANCE

If other valid and collectible insurance is available to the "insured" for "loss" and "allocated loss adjustment expense" we cover under this policy, we will share with such other insurance as follows:

1. If all the other insurance permits contribution by equal shares, we will follow this method also. Under this method, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first or,
2. If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ration of its applicable limit of insurance to the total applicable limits of all insurers.

I. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

If the "insured" has rights to recover all or part of any payment we have made under this policy, those rights are transferred to us. The "insured" must do nothing after the loss to impair them. At our request, the "insured" will bring suit or transfer those rights to us and help us enforce them.

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94 Solaris Ave., 2nd Floor, Camana Bay
P.O. 69, Grand Cayman, KY1-1102, Cayman Islands

K. BANKRUPTCY

Bankruptcy or insolvency of the "insured" or the "insured's" estate or the insurer will not relieve us of our obligations under this policy.

L. LEGAL ACTION AGAINST US

No person or organization has a right under this policy:

1. to join us as a party or otherwise bring us into a suit asking for damages from an "insured" or,

2. to sue us on this policy unless all of its terms have been fully complied with.

M. POLICY PERIOD

This policy begins and expires at the times and on the dates shown in the Policy Schedule. However, if the effective period of any policy(ies) identified under Item II of the Policy Declaration Page is changed to expire after the expiration date of this policy, the term of this policy shall automatically be extended to the date of the final termination of such policy.

N. JURISDICTION

This policy has been applied for, negotiated and issued in the Cayman Islands and accordingly is subject to the exclusive jurisdiction of the courts of the Cayman Islands and shall be interpreted according to the laws of the Cayman Islands.

O. ARBITRATION

Any dispute, controversy or claim arising out of or relating to this policy or the breach, termination or invalidity thereof shall be finally and fully determined in George Town, Grand Cayman, by a Board composed of three arbitrators to be selected for each controversy as follows:

Any party may, in the event of such a dispute, controversy, or claim, notify the other party or parties to such dispute, controversy, or claim of its desire to arbitrate the matter, and at the time of such notification the party desiring arbitration shall notify any other party or parties of the name of the arbitrator selected by it.

The other party who has been so notified shall within thirty (30) calendar days thereafter select an arbitrator and notify the party desiring arbitration of the name of such second arbitrator. If the party notified of a desire for arbitration shall fail or refuse to nominate the second arbitrator within thirty (30) calendar days following the receipt of such notification, the party who first served notice of a desire to arbitrate will, within an additional period of thirty (30) calendar days, apply to the Cayman courts for the appointment of a second arbitrator and in such a case the arbitrator appointed by the courts shall be deemed to have been nominated by the party or parties who failed to select the second arbitrator.

The two arbitrators, chosen as above provided, shall within thirty (30) calendar days after the appointment of the second arbitrator choose a third arbitrator, who shall be the chairman. In the event of the failure of the first two arbitrators to agree on a third arbitrator within said thirty (30) calendar

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day period, either of the parties may within a period of thirty (30) calendar days thereafter, after notice to the other party or parties, apply to the Cayman courts for the appointment of a third arbitrator, and in such case the person so appointed shall be deemed and shall act as the third arbitrator and chairman. Upon acceptance of the appointment by said third arbitrator, the Board of Arbitrations for the controversy in question shall be deemed fixed.

The Board of Arbitration shall fix, by a notice in writing to the parties involved, a reasonable time and place for the hearing and may prescribe reasonable rules and regulations governing the course and conduct of the arbitration proceeding, including without limitation discovery by the parties.
The Board shall, within ninety (90) calendar days following the conclusion of the hearing, render its award as respects the matter or matters in controversy in writing and shall cause a copy thereof to be served on all the parties thereto, but the Board shall not set forth any reason for its award. In case the Board fails to reach a unanimous decision, the decision of the majority of the members of the Board shall be deemed to be the decision of the Board and the same shall be final and binding on the parties thereto. Such decision shall be a complete defense to any attempted appeal or litigation of such decision. Without limiting the foregoing, the parties waive any right to appeal to, and/or seek collateral reviews of the decision of the Board of Arbitration by, any court or other body to the fullest extent permitted by applicable law.

Any order as to the costs of the arbitration shall be in the sole discretion of the Board, who may direct to whom and by whom and in what manner they shall be paid.

Service of process in such suit may be made upon:

MARILLAC INSURANCE COMPANY LTD.
94 Solaris Ave., 2nd Floor, Camana Bay
P.O. 69, Grand Cayman, KY1-1102, Cayman Islands

IN WITNESS WHEREOF, we have caused this policy to be signed by our representative,

Authorized Signature
MARILLAC INSURANCE COMPANY LTD
94 Solaris Ave., 2nd Floor, Camana Bay
P.O. 69, Grand Cayman, KY1-1102, Cayman Islands

EXHIBIT C

MARILLAC INSURANCE COMPANY, LTD.
94 Solaris Avenue, 2nd Floor, Camana Bay, P.O. Box 69
George Town KY1-1102, Grand Cayman,
Cayman Islands

PROFESSIONAL AND GENERAL LIABILITY INSURANCE POLICY DECLARATIONS

Policy Number: DOC PLGL-26000-018
Renewal of: DOC PLGL-26000-017

Item 1. Name and Mailing Address of Named Insured:

Verity Health System of California, Inc.
203 Redwood Shores Parkway, Suite 800
Redwood City, CA 94065

Item 2. Policy Period:

(a) Inception Date: March 31, 2018
(b) Expiration Date: March 31, 2019
At 12:01AM Standard Time at the Mailing Address of the Named Insured

Item 3. Limits of Liability:

Insuring Agreement I.A. Claims Made Professional Liability

(a) $ 3,000,000 each **Claim** under Insuring Agreement I.A.;
(b) $ 10,000,000 in the aggregate for all **Claims** under Insuring Agreement I.A.

Buffer Layer applies – See Endorsement No. 1

Insuring Agreement I.B Occurrence General Liability

(a) $ 2,000,000 each **Occurrence - Bodily Injury, Property Damage** and **Personal** or **Advertising Injury;**
(b) $ 2,000,000 each **Occurrence - Fire Damage;**
(c) $ 10,000,000 in the aggregate for all **Claims** under Insuring Agreement I.B.

Item 4. Deductibles:

(a) $ Nil each and every **Claim** under Insuring Agreement I.A.
(b) $ Nil each and every **Occurrence** under Insuring Agreement I.B

Item 5. Retroactive Date:

(a) Insuring Agreement I.A. **Claims** Made Professional Liability — December 1, 2001 (or as Maintained on File by the Named Insured)

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MARILLAC INSURANCE COMPANY, LTD.
94 Solaris Avenue, 2nd Floor, Camana Bay, P.O. Box 69
George Town KY1-1102, Grand Cayman,
Cayman Islands

Item 6. Address of Insurer For Notices Under This Policy:

MARILLAC INSURANCE COMPANY, LTD.
94 Solaris Avenue, 2nd Floor, Camana Bay, P.O. Box 69
George Town KY1-1102, Grand Cayman,
Cayman Islands

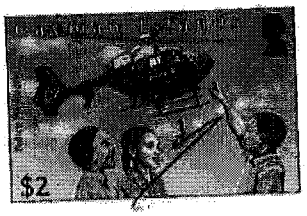
Item 7. Premium: $ 6,188,540

"Premium listed is net of any and all taxes, fees or surcharges of any kind. Premiums paid to Cayman based insurance markets by U.S. insureds may be subject to Federal Excise Tax as well as other state and/or federal taxes. The Insured is responsible for reporting and remitting this tax to the appropriate authorities. We suggest Insureds check with their tax advisors for further information"

Item 8. Endorsements Attached at Issuance:

1. Buffer Limit Endorsement
2. Nuclear Energy Liability Exclusion
3. Government Access to Records
4. Access, Collection, Release or Disclosure of Confidential or Personal Information and Electronic Data Liability Exclusion
5. Waiver of Subrogation as Required by Contract

In Witness Whereof, the Insurer has caused this Policy to be executed and attested. This Policy shall not be valid unless countersigned by a duly authorized representative of the Insurer.





AUTHORIZED REPRESENTATIVE

Authorized Representatives
Aon Insurance Managers (Cayman) Ltd
as Insurance Manager for

Marillac Insurance Company Ltd

June 7, 2018

MARILLAC INSURANCE COMPANY, LTD.
94 Solaris Avenue, 2nd Floor, Camana Bay, P.O. Box 69
George Town KY1-1102, Grand Cayman,
Cayman Islands

PROFESSIONAL AND GENERAL LIABILITY INSURANCE POLICY

THIS POLICY CONTAINS BOTH CLAIMS MADE AND OCCURRENCE COVERAGES.

THIS POLICY PROVIDES COVERAGE ON A DEFENSE IN ADDITION TO THE APPLICABLE LIMIT OF LIABILITY BASIS.

PLEASE READ THIS POLICY CAREFULLY AND DISCUSS THE COVERAGE HEREUNDER WITH YOUR INSURANCE CONSULTANT.

In consideration of the payment of the premium and in reliance upon all statements made and information furnished to the **Insurer**, the **Insurer** and the **Named 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 indemnify the **Insured**, subject to the Limits of Liability set forth in Item 3. of the Declarations, for **Loss** and **Defense Expenses** in excess of the Deductible stated in Item 4. of the Declarations which the **Insured** becomes legally obligated to pay as a result of a **Claim** alleging a **Medical Professional Incident**, provided always that:

1. such **Medical Professional Incident** takes place on or after the **Retroactive Date** and before the soonest of the end of the **Policy Period** or an **Insured's** termination of employment by or association with the **Named Insured**;

2. such **Claim** is first made against the Insured during the **Policy Period** or any applicable Extended Reporting Period; and

3. notice of such **Claim** is given to the **Insurer** in accordance with Section IV.B. of this Policy.

The Named Insured shall have the exclusive right and duty to defend any such **Claim** brought against an **Insured** with respect to which insurance is afforded by this policy.

B. OCCURRENCE GENERAL LIABILITY

1. **Occurrence** Based General Liability

The **Insurer** will indemnify the **Insured**, subject to the Limits of Liability set forth in Item 3. of the Declarations, for **Loss** and **Defense Expenses** in excess

MARILLAC INSURANCE COMPANY, LTD.
94 Solaris Avenue, 2nd Floor, Camana Bay, P.O. Box 69
George Town KY1-1102, Grand Cayman,
Cayman Islands

of the Deductible stated in Item 4. of the Declarations, which the **Insured** becomes legally obligated to pay as a result of a **Claim** alleging **Bodily Injury, Property Damage, Fire Damage** or **Personal or Advertising Injury** caused by an **Occurrence;** provided always that:

a. such **Bodily Injury, Property Damage, Fire Damage,** or **Personal or Advertising Injury** is caused by an **Occurrence** that takes place during the **Policy Period**; and

b. notice of such **Claim** is given to the **Insurer** in accordance with Section IV.B. of this Policy.

The **Named Insured** shall have the exclusive right and duty to defend any such **Claim** brought against the **Insured** with respect to which insurance is afforded by this policy.

II. DEFINITIONS

A. **"Advertisement"** means a notice that is broadcast or published to the general public or specific market segments about the **Insured's** goods, products or services, for the purpose of attracting customers or supporters.

For purposes of this Definition:

1. notice that is broadcast or published includes material placed on the internet or similar means of electronic communication; and

2. with regard to websites, only that part of a website that is about the **Insured's** goods, products or services, for the purpose of attracting customers or supporters, will be considered an **Advertisement**.

B. **"Bodily Injury"** means physical injury, sickness or disease sustained by a person other than a **Patient**, including mental anguish, emotional distress or death resulting there from.

C. **"Claim"** means:

1. with respect to Insuring Agreement I.A., a written notice received by any **Insured** that a person or entity intends to hold an **Insured** responsible for a **Medical Professional Incident;**
2. with respect to Insuring Agreement I.B., a written notice received by any **Insured** that a person or entity intends to hold an **Insured** responsible for an **Occurrence;**

D. "**Defense Expenses**" means reasonable and necessary legal fees and expenses incurred in the investigation, adjustment, defense or appeal of a **Claim,** including premiums on appeal bonds required to be furnished with respect to any such judgment (without any obligation to furnish such bond); provided, that Defense **Expenses** shall not include remuneration, salaries, overhead, fees or benefit expenses of any **Insured.**

E. **"Employee"** means a person who has been hired by the **Named Insured** or an **Insured**

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Entity to perform services, and who has an assigned work schedule and appears on the regular payroll of the **Insured,** with applicable federal, state and local taxes withheld. **Employee** does not include an independent contractor or a **Volunteer.** An **Employee's** status as an **Insured** with respect to any covered **Claim** under this Policy shall be determined as of the date of the **Occurrence, Medical Professional Incident** or other act, error or omission upon which the **Claim** involving the **Employee** is based.

F. **"Employment Practices"** means any actual or alleged breach of an 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, Volunteer** or independent contractor; 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, Volunteer** or independent contractor 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.

G. **"Express Contract"** means an actual agreement among the 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.

H. **Fire Damage** means **Property Damage** to the tangible property of a third party other than an **Insured,** caused by a fire to premises an **Insured** rents or leases from others or to premises temporarily occupied by an **Insured** with the permission of the owner, solely for the purpose of rendering **Medical Professional Services.** Such premises shall not include an **Insured's** residence. Water damage from such fire is also included. The fire must not be caused intentionally; and must take place during the **Policy Period.**

With respect to **Fire Damage, Property Damage** shall not include damage to any personal property owned by an **Insured,** or any other personal property of any person that is within an **Insured's** care, custody or control.

I. **"Good Samaritan Acts"** means acts or services provided by or failed to be provided by the **Insured** in rendering emergency treatment, without remuneration, at the scene of an accident, medical crisis or disaster.

J. **"Hostile Fire"** means a fire which becomes uncontrollable or breaks out from where it was intended to be.

K. **"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 or her duties as such on behalf of the **Named Insured** or an **Insured Entity;**

and, solely with respect to Insuring Agreements I.A. and I.B., **Insured** shall also mean the following:

4. any student or **Volunteer**, but only while acting within the scope of his/her duties as such on behalf of the **Named Insured** or an **Insured Entity**;

5. **Locum Tenens**, engaged to provide **Medical Professional Services** on behalf of the **Named Insured** or an **Insured Entity**, but only if the **Locum Tenens** is substituting for an **Insured** physician and only while acting within the scope of his or her duties as such;

6. any member of a duly authorized board or committee of the **Named Insured** or an **Insured Entity**, 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 on behalf of the **Named Insured** or an **Insured Entity**;

7. any of the **Insured's** medical directors, 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 persons, other than medical directors, shall not be an **Insured** for **Claims** arising out of direct patient care rendered or allegedly failed to be rendered by him/her;

8. any individual duly authorized by the **Named Insured** or an **Insured Entity** to conduct **Peer Review**, including but not limited to consultants and contractors, retained pursuant to an **Express Contract** for such purposes, but only with respect to coverage under Insuring Agreement I.A.; and

9. any member or partner of a joint venture or partnership with an **Insured** specifically designated as such, but only with respect to such member or partner's liability arising out of such designated joint venture or partnership.

L. **"Insured Entity"** means the **Named Insured** stated in Item 1 of the Declarations including any parent company and/or holding company, as well as any past, present, or future corporation or other business entity in which the **Named Insured** in Item 1 of the Declarations has or acquires during the policy period, an ownership interest of more than 50%.

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M. **"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 **Named Insured** or an **Insured Entity**; or

2. containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

Insured's Products does not mean vending machines or other property rented to or located for the use of others but not sold.

N. **"Insurer"** means Marillac Insurance Company, Ltd.

O. **"Locum Tenens"** means a physician, surgeon, midwife, nurse anesthetist, nurse practitioner, physician assistant or surgical assistant who is temporarily serving as a substitute physician, surgeon, midwife, nurse anesthetist, nurse practitioner, physician assistant or surgical assistant for any **Insured**, while such **Insured** is temporarily absent from professional practice.

P. "**Loss**" means **Defense Expenses** and any monetary amount which an **Insured** is legally obligated to pay as a result of a **Claim**, pre-and post-judgment interest awarded or imposed in any judgment, legal costs or attorney's fees awarded by a court in favor of the claimant, premiums on appeal bonds required to be furnished with respect to any such judgment (without any obligation to furnish such bond).

However, **Loss** shall not include:

1. the multiplied portion of any multiplied damages award;

2. fines, penalties, sanctions or taxes levied against the **Insured**;

3. sums due under any contractual provision for liquidated damages, or pre-agreed penalties under any contract, or any similar contractual remedy;

4. salaries, remuneration, overhead, fees or benefit expenses of the **Insured**;

5. non-monetary relief or redress in any form other than monetary compensation or damages, including, but not limited to, injunctive, declaratory and administrative relief, or any amounts paid or incurred by **Insureds** to comply with a judgment or settlement for such relief;

6. the return, restitution, refund or disgorgement of fees, profits or amounts allegedly wrongfully held and/or retained by an **Insured**;

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7. amounts which the **Insured** is not legally obligated to pay;

8. amounts or matters which are uninsurable under applicable law; or

9. the payment, satisfaction or writing off of any medical bills or charges by an **Insured**.

Q. **"Managed Care Activities"** means any of the following services or activities: **Peer Review**; **Utilization Review**; advertising, marketing, selling, or enrollment for health care, workers' compensation, life, dental, vision, short-term disability, long-term disability, behavioral health, pharmacy benefit and consumer-directed health plans; claim services; establishing health care provider networks; reviewing the quality of **Medical Professional Services** or providing quality assurance; design and/or implementation of financial incentive plans; wellness or health promotion education; development or implementation of clinical guidelines, practice parameters or protocols; triage for payment of **Medical Professional Services**; and services or activities performed in the administration or management of health care, workers' compensation, life, dental, vision, short-term disability, long-term disability, behavioral health, pharmacy benefit and consumer-directed health plans.

R. **"Medical Professional Incident"** means an actual or alleged negligent act, error or omission by the **Insured** in connection with:

1. the **Insured's** rendering of or failure to render **Medical Professional Services**;

2. the **Insured's** activities as a member of a duly authorized board or committee of the **Named Insured** or an **Insured Entity**, or as a member of any committee of the medical or professional staff of the **Named Insured** or an **Insured Entity** when engaged in **Peer Review**;

3. the **Insured's** activities as a member of an accreditation, standards review or similar board or committee of the **Named Insured** or an **Insured Entity**;

4. the **Insured's** performance of quality assurance activities for the **Named Insured** or an **Insured Entity**; or

5. **Good Samaritan Acts**.

Provided that any **Claim** for a **Medical Professional Incident** arising out of an act, error or omission described in paragraphs 1. through 4. immediately above must be brought by or on behalf of a **Patient** in connection with **Medical Professional Services** provided to such **Patient**.

S. **"Medical Professional Services"** means services performed by an **Insured**, on behalf of the **Named Insured** or an **Insured Entity**, in the treatment or care of any person, including: medical, nuclear medicine, surgical, dental, nursing, psychiatric, mental health, osteopathic, chiropractic, or other professional healthcare or healthcare-related services; the use, prescription, furnishing or dispensing of medications, drugs, blood, blood products, or medical, surgical, dental or psychiatric supplies, equipment or appliances in connection with such treatment or care; the furnishing of food or beverages in connection with such treatment or care; counseling or social services

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provided in connection with such treatment or care; the providing of counseling or social services in connection with such treatment or care; and the handling of or performance of post-mortem examinations on human bodies; but **Medical Professional Services** shall not include **Managed Care Activities.**

T. **"Named Insured"** means Verity Health System of California, Inc.

U. **"Occurrence"** means:

1. with respect to **Bodily Injury, Property Damage** or **Fire 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 AA.

V. **"Patient"** means any person or human body seeking, admitted or registered to receive **Medical Professional Services** from the **Named Insured** or an **Insured Entity**, whether on an inpatient, outpatient or emergency basis.

W. **"Peer Review"** means the process of evaluating, any individual or entity for purposes of selecting, employing, contracting with or credentialing 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.**

AA. **"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

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Advertisement.

The term "material" as used in this definition, shall not include information from which an individual may be uniquely and reliably identified, including, both personal or financial, or personal information as defined in any U.S. federal or state privacy protection law governing the control and use of an individual's personal and confidential information, including **Protected Health Information**, or other data or information stored, processed or transmitted on the **Insured's** or any third party's computer systems or devices.

BB. **"Policy Period"** means the period from the Inception Date stated in Item 2(a) of the Declarations to the earlier of the Expiration Date stated in Item 2(b) of the Declarations or the date on which this policy is cancelled.

CC. **"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, reclaimed or disposed of.

DD. **"Protected Health Information"** means "protected health information" as defined by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as amended.

EE. **"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.

"Tangible property" as used herein, shall not include any kind of data or information stored on any kind of device or computer system.

FF. **"Related Claims"** means all **Claims, Professional Medical Incidents** and **Occurrences** 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.

GG. **"Retroactive Date"** means the date set forth in Item 5. of the Declarations Page or the respective date for each **Insured** as maintained on file by the **Named Insured.**

HH. **"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;**

II. **"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.

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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, Fire Damage** or **Personal or Advertising Injury**, unless such **Claim** is for injury and is brought by or on behalf of a **Patient** and arises out of an **Insured's** alleged rendering of or failure to render **Medical Professional Services** to such **Patient;**

2. any actual or alleged act, error, omission, misstatement, misleading statement, neglect or breach of duty by any of the **Insured's** directors or officers in the discharge of their duties in such capacity, or any matter claimed against a director or officer of an **Insured** solely by reason of him or her being a director or officer of an **Insured**; provided however, that this Exclusion shall not apply to a **Claim** under Insuring Agreement I.A. against a director or officer of an **Insured** for a **Medical Professional Incident** brought by or on behalf of a **Patient** in connection with **Medical Professional Services** provided to such **Patient.**

3. the rendering of or failure to render **Medical Professional Services** by any person other than an **Insured**; provided however, that this Exclusion shall not apply to the **Insured's** vicarious liability with regard to such **Medical Professional Services;**

4. any **Medical Professional Incident** arising out of the ownership, maintenance, use, operation, or entrustment to others of any aircraft, auto, watercraft, helipad or heliport, motor vehicle or semi-trailer, or the loading or unloading thereof; provided however, that this Exclusion will not apply to any **Claim** arising out of a **Medical Professional Incident** in connection with the loading or unloading of a **Patient**;

5. any **Medical Professional Incident** taking place prior to the **Retroactive Date;**

6. any **Medical Professional Services** provided by any **Insured Person**, or by any person for whom an **Insured** is responsible, if such **Medical Professional Services** are provided outside of their employment for the **Named Insured** or an **Insured Entity**; provided however, that this Exclusion shall not apply to a **Claim** against an **Insured** for **Good Samaritan Acts;**

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

As respects Insuring Agreement I.B., OCCURRENCE BASED 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 to a **Patient**; provided however, that this Exclusion shall not apply to any **Claim** arising out of **Hostile Fire** or lightning; explosion; smoke; elevator malfunction; or structural collapse of a building;

2. **Bodily Injury, Property Damage, Fire 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;

3. **Personal or Advertising Injury** arising out of the written or oral publication of material if done by or at the direction of an **Insured** with knowledge of its falsity;

4. **Bodily Injury** or **Property Damage** arising out of the ownership, maintenance, use, operation, or entrustment to others of any aircraft, auto, watercraft, helipad or heliport, motor vehicle or semi-trailer, or the loading or unloading thereof;

5. **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;

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6. **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

   b. the failure of the **Insured's Products** to meet the level of performance, quality, fitness or durability promised or warranted by the **Insured**;

   provided however, that this exclusion shall not apply to loss of use of other tangible property resulting from the sudden or accidental physical damage to or destruction of the **Insured's Products** or work performed by or on behalf of the **Insured** after such products or work have been put to use by any person or organization other than the **Insured**;

7. any actual or alleged infringement of right of patent, trademark, service mark, trade name, copyright, title or slogan.

8. injury or damage arising in whole or in part, directly or indirectly, out of fungi, including mold or mildew, any mycotoxins, toxins, allergens, spores, scents, vapors, gases or by-products released by fungi, regardless of whether such fungi is:

   a. airborne;

   b. contained in a product;
   or

   c. contained in or a part of any building, structure, building material, or any component part of any of the foregoing;

9. any actual or alleged **Bodily Injury, Property Damage, Fire Damage** or **Personal or Advertising Injury** caused by an **Occurrence** taking place before the Inception Date of this Policy or after the Expiration Date of this Policy, or any earlier date of cancellation. With respect to **Personal or Advertising Injury**, if such material was first published prior to the Inception Date of this Policy, it shall be immaterial whether such material was re-published or allegedly caused injury during the **Policy Period**;

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C. Exclusions Applicable to All Insuring Agreements

As respects Insuring Agreement I.A., CLAIMS MADE PROFESSIONAL LIABILITY, Insuring Agreement I.B., GENERAL LIABILITY, Insuring Agreement, 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. any willful misconduct or dishonest, fraudulent, or malicious act, error or omission by any **Insured**; any willful violation by any **Insured** of any law, statute, ordinance, rule or regulation; any **Insured** gaining any profit, remuneration or advantage to which such **Insured** was not legally entitled; or any alleged criminal conduct by an **Insured**.

   For purposes of this Exclusion, no act, error or omission of any **Insured** shall be imputed to any other **Insured**; This exclusion will not apply to any natural person who did not personally participate in or assent to such act, error, or omission;

2. any acts, errors, omissions, **Medical Professional Incidents, Occurrences,** facts, matters, events, suits or demands notified or reported to, deemed notified or reported to, or which should have been notified or reported to, any policy of insurance or policy or program of self-insurance in effect prior to the Inception Date of this Policy;

3. any **Occurrence, Claim,** suit or **Medical Professional Incident** (hereinafter a "matter") taking place prior to the earlier of, (a) the Inception Date of this Policy, or (b) the Inception Date of the first policy issued by the **Insurer** to the **Insured** of which this Policy is a renewal, if a member of the **Named Insured's** or **Insured Entity's** Risk Management Department, Legal Department, Executive or Management Teams or any individual charged with the responsibility of receiving incident reports for the **Named Insured** or **Insured Entity**, on or before such date, knew of such matter;

4. any actual or alleged sexual misconduct or sexual abuse, including but not limited to, any physical acts or oral statements of a sexually suggestive manner, or any unwelcome physical contact or touching by an **Insured,** however at the **Named Insured's** request, this exclusion shall not apply to **Defense Expenses** incurred by such **Insured** unless and until there is an adverse admission by finding of fact, or final adjudication against the **Insured**. For the purpose of determining the applicability of this exclusion, facts pertaining to the knowledge possessed by one **Insured** shall not be imputed to another **Insured.** Any coverage granted under this exclusion does not apply to the contract between St. Francis Children's Counseling Center and the County of Los Angeles.

5. any actual or alleged liability of an **Insured** arising out of discrimination of any kind by an **Insured,** including but not limited to discrimination due to or on the basis of race, color, creed, national origin, marital status, age, gender,

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physical or other disability, HIV or AIDS status, or sexual orientation; or

6. any actual or alleged price fixing; restraint of trade; monopolization; unfair trade practices; or violation of the Federal Trade Commission Act, the Sherman Act, the Clayton Act, or any other 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;

7. any actual or alleged liability of an **Insured** under any **Express Contract**, unless such liability would have attached in the absence of such contract or agreement.

8. any actual or alleged liability of an **Insured** under any workers compensation, unemployment compensation, disability benefits or similar law or regulation;

9. any actual or alleged violation of the Employee Retirement Income Security Act of 1974 (ERISA), or any similar federal, state or local law or regulation;

10. injury or damage arising in whole or in part, directly or indirectly, out of asbestos or silica, regardless of whether such asbestos or silica is:

    a. airborne, as a fiber or particle;

    b. contained in a product;

    c. carried or transmitted by clothing or any other means; or

    d. contained in or a part of any building, structure, building material, insulation product, or any component part of any of the foregoing;

11. any liability assumed by any **Insured** for injury or damage arising directly or indirectly as a result of or in connection with war, whether declared or not, or any act or condition incident to war. War includes civil war, insurrection, act of foreign enemy, civil commotion, factional civil commotion, military or usurped power, rebellion, or revolution. Except with regard to **Medical Professional Services**, coverage does not apply in any way to any **Occurrence, Claim**, injury, or damage arising from any act of terrorism which is verified or recognized by the United States government as an act of terrorism.

12. any actual or alleged injury, including **Bodily Injury**:

    a. to an **Employee** arising out of or in the course of employment by the **Named Insured** or an **Insured Entity** or resulting from and in

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the course of performing duties related to the conduct of the **Named Insured** or an **Insured Entity's** business;

b. to the spouse, child, parent, brother or sister of such **Employee**, as a consequence of an injury as describe above;

This Exclusion applies whether or not the **Insured** is liable as an employer or in any other capacity and whether or not the **Insured** has any obligation to share damages with or repay someone else who must pay damages because of the injury;

13. **Employment Practices;**

14. any **Insured's** failure to maintain licensure status;

15. **Managed Care Activities;** provided however, that this Exclusion shall not apply to the extent that a **Claim** arising out of **Peer Review** may be provided coverage under Insuring Agreement I.A; This exclusion shall not apply to a Claim against Verity Medical Foundation that arises from a Professional Services Agreement (PSA).

16. any misuse of, disclosure or potential disclosure of, failure to keep secure or improper release of **Protected Health Information,** or any other information from which an individual may be uniquely and reliably identified, both personal or financial, or personal information as defined in any U.S. federal or state privacy protection law governing the control and use of an individual's personal and confidential information; or any actual or alleged act, error or omission in violation of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as amended, or any other state, federal or local law associated with the confidentiality, security, protection, control and use of **Protected Health Information** or other information as described herein above, or of any rules or regulations promulgated in connection with such laws, including but not limited to the Privacy Rule and the Security Rule; or any act, error or omission in violation or a person's common law right to privacy;

17. any administrative, disciplinary, licensing or regulatory proceeding, investigation or inquiry, suit, subpoena, demand or notice, brought by or on behalf of, or in the name or right of, any government entity or regulatory agency, department or authority;

18. this Exclusion will not apply to preclude or limit coverage for an otherwise covered **Claim** based on or arising out of an **Insured's** care or treatment, solely in the capacity of a **Patient**, by another **Insured**, but only to the extent such coverage is provided under Insuring Agreement I.A;

19. any liability or obligation:

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a. arising out of the actual, alleged or threatened discharge, dispersal, release or escape of **Pollutants**; provided however, that this exclusion shall not apply to **Bodily Injury** to a **Patient**, visitor or invitee, or to **Bodily Injury** or **Property Damage** arising out of heat, smoke or fumes from a **Hostile Fire**; or

b. to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize **Pollutants**, whether or not any of the foregoing are to be performed by or on behalf of the **Insured**.

20. any act, error or omission or **Medical Professional Incident** committed, or any **Occurrence** which takes place, while an **Insured** is under the influence of any drug or intoxicant; provided however, that this Exclusion will not apply to preclude or limit coverage for allegations based on the vicarious liability of the **Named Insured** or an **Insured Entity** in an otherwise covered **Claim** under Insuring Agreement I.A.;

21. the treatment of any **Patient** with, or use of, any drug, medical device, procedure, or biologic or radiation-emitting product that is experimental in nature or not approved for use by the general public by the U.S. Food and Drug Administration, the U.S. Department of Health and Human Services, or an institutional review board, or any other similar committee of the **Named Insured**.

22. to any **Claim** for damages which is initiated, alleged or caused to be brought about by an **Insured Entity** covered by this policy against any other **Insured Entity** covered by this policy.

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IV. CONDITIONS

A. Limits of Liability

1. The amount stated in Item 3 of the Declarations shall be the Policy Maximum Aggregate Limit of Liability of the **Insurer**, and shall be the most the **Insurer** shall indemnify under this Policy 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 amounts stated in Item 3 of the Declarations shall be the most the **Insurer** shall indemnify for each **Claim** and in the aggregate for all **Claims**.

3. Indemnification of **Defense Expenses:**

   Defense Expenses indemnified by the **Insurer** are in addition to the **Insurer's** Limits of Liability.

4. Application of the Deductible:

   The obligation of the **Insurer** to indemnify for **Loss** or **Defense Expenses** will only be in excess of the applicable deductible set forth in Item 4. of the Declarations. The **Insurer** will have no obligation whatsoever, either to the **Insureds** or to any other person or entity, to indemnify all or any portion of such deductible on behalf of any **Insured**. The deductible shall be included in, and shall not be in addition to, the applicable Limit of Liability.

5. Non-Stacking of Limits:

   a. In the event a **Claim** is first made against the **Insured** during the **Policy Period** that involves more than one (1) Insuring Agreement hereunder, 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 the Declarations and the Deductible corresponding to such Limit of Liability.

   b. All **Insureds** under this Policy share in the applicable Limits of Liability, unless indicated otherwise in a Schedule or Endorsement to this Policy. In no event will the number of **Insureds** involved in or named in a **Claim** increase the Limit of Liability applicable to such **Claim**.

   c. If a **Claim** involves this Policy and any other policy issued by the **Insurer**, its predecessor or successor, or any of the **Insurer's** affiliated companies or their predecessors or successors, the Limits

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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**. This section shall not apply if such other policy is specifically written as excess insurance over this Policy.

6. Exhaustion of Limits:

a. In the event that an aggregate Limit of Liability for an Insuring Agreement is reduced and exhausted in full by the indemnification of **Loss** and **Defense Expenses** by the **Insurer**, the **Insurer** shall have no further obligation to indemnify for **Loss** or **Defense Expenses** under the respective Insuring Agreement to which such Limit of Liability applied, and the premium for such Insuring Agreement will be deemed fully earned.

b. In the event that the Policy Aggregate Limit of Liability is reduced and exhausted in full by the indemnification for **Loss** and **Defense Expenses** by the **Insurer**, the **Insurer** shall have no further obligation to indemnify for **Loss** or **Defense Expenses**, and the entire premium will be deemed fully earned.

7. Locum Tenens:

Coverage for a **Locum Tenens** shall only extend for up to sixty (60) days per **Insured** during any one **Policy Period.**

Any **Locum Tenens** for which coverage is provided under this Policy shall share in the Limits of Liability available to the **Insured** on whose behalf they are acting, unless otherwise required by law.

B. Reporting of Claims and Circumstances

1. With respect to Insuring Agreement I.A. CLAIMS MADE PROFESSIONAL LIABILITY, the following shall apply:

a. Reporting of Claims:

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

i. with respect to a **Claim** first made during the **Policy Period**, thirty (30) days after the end of the **Policy Period**; or

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ii. with respect to a **Claim** first made during an Extended Reporting Period, thirty (30) days after such **Claim** is first made, but no later than the expiration of the Extended Reporting Period.

Timely and sufficient notice by one **Insured** of a **Claim** shall be deemed timely and sufficient notice for all **Insureds** involved in the **Claim**. Such notice shall give full particulars of the **Claim**, including, 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.

b. Reporting of Circumstances:

If, during the **Policy Period**, an **Insured** first becomes aware of any act, error, omission, fact, situation, **Occurrence** or **Medical Professional Incident** that takes place during the **Policy Period** and that could give rise to a **Claim** against the **Insured**, and:

i. gives the **Named Insured** written notice of such act, error, omission, fact, situation, **Occurrence** or **Medical Professional Incident** with full particulars as soon as practicable thereafter, but in any event before the end of the **Policy Period**; and

ii. requests coverage 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 act, error, omission, fact, situation, **Occurrence** or **Medical Professional Incident** shall, subject to Section IV.C. below, be treated as if it had been first made during the **Policy Period**.

The full particulars required in any notice given under this Section IV.B.1.b. must include, without limitation:

(a) The time, date and place of the act, error, omission, fact, situation,
Occurrence or **Medical Professional Incident;**
(b) a description of the act, error, omission, fact, situation, **Occurrence**
or **Medical Professional Incident;**
(c) a description of the injury or damage which has allegedly resulted from or may result from the act, error, omission, fact, situation, **Occurrence** or **Medical Professional Incident;**

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(d) how and when the **Insured** first became aware of the act, error, omission, fact, situation, **Occurrence** or **Medical Professional Incident;**
(e) the names, addresses and ages of the injured parties;
(f) the names and addresses of any witnesses;
(g) the identities of any involved **Insureds;**
(h) the reasons why the **Insured** believes a **Claim** is likely to be made as a result of the act, error, omission, fact, situation, **Occurrence** or **Medical Professional Incident.**

The **Insured's** conduct of internal loss control activities, without more, will not constitute reporting under this Section IV.B.1.b.

2. With respect to Insuring Agreement I.B., OCCURRENCE BASED GENERAL LIABILITY, the following shall apply:

a. Reporting of Claims and Occurrences:

The **Insured** must see to it that the **Named Insured** is immediately notified in writing of any **Claim,** and must see to it that the **Named Insured** is notified as soon as practicable in writing of an **Occurrence** that may result in a **Claim.** To the extent possible, such notice should include, without limitation: a description of the nature, time and place of the **Occurrence;** the identities of the potential claimants, any witnesses and involved **Insureds;** and the injury or damages which have resulted and/or may result from such **Occurrence.**

3. Other Reporting Responsibilities of the **Insured**: The **Insureds** also must:

a. immediately send the **Named Insured** copies of any demands, notices, summonses or legal papers received in connection with the **Claim;**

b. authorize the **Named Insured** to obtain records and other information;

c. cooperate with the **Named Insured** in the investigation, defense or settlement of the **Claim;** and

d. assist the **Named Insured,** upon the Named **Insured's** request, in the enforcement of any right against any person or organization which may be liable to the **Insured** because of injury or damage to which this Policy may also apply.

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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 first written notice s 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, omissions, facts, situations or circumstances are considered to arise out of a single **Medical Professional Incident**. Such **Medical Professional Incident** will be deemed to have first taken place at the time of the first act, error or omission.

2. With regard to Insuring Agreement I.B., OCCURRENCE-BASED 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 of the first such accident, act, offense, publication or general condition.

E. Defense and Settlement

1. No **Insured** may incur any **Defense Expenses** or admit liability for, or settle or offer to settle, any **Claim** without the **Named Insured's** prior written consent.

2. However, actions taken by the **Named Insured**, in connection with its risk management program involving early disclosures and apologies in response to adverse outcomes, shall not be considered either admissions of liability or knowing actions increasing our exposure for damages or loss under this Policy.

3. The **Named Insured** will have the right to select counsel for the defense of any **Claim**, make investigations and conduct negotiations and to enter into such settlement of any **Claim** as the **Named Insured** deems appropriate;

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4. In the event and to the extent that the **Insureds** shall not be entitled to indemnification for **Defense Expenses** under the terms and conditions of this Policy, such indemnification by the **Insurer** shall be repaid to the **Insurer** by the **Insureds**, severally and according to their respective interests.

F. Assistance and Cooperation

In the event of a **Claim**, the **Insureds** shall provide the **Named Insures** with all information, assistance and cooperation that the **Named Insured** reasonably requests and shall do nothing that may prejudice the **Insurer's** position. At the **Insurer's** or the **Named Insured's** request, the **Insureds** shall assist the **Named Insured** 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. 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 **Named Insured** effectively to bring suit for the benefit of the **Insurer**. The **Insureds** shall do nothing that may prejudice the **Insurer's** position or potential or actual rights of recovery. The obligations of the **Insureds** under this Section shall survive the cancellation or other termination of this Policy.

H. Coverage Extensions

(1) This Policy, pursuant to the terms and conditions contained herein, shall indemnify for **Loss** arising from any **Claims** made against the estates, heirs, or legal representatives of any deceased person who was an **Insured** person at the time the acts, errors or omissions upon which such **Claims** are based were committed; provided, however, that this extension shall not indemnify for any **Claim** for any actual or alleged acts, errors or omissions by or on the part of any such estates, heirs, or legal representatives, but shall indemnify only for **Claims** arising out of any actual or alleged acts, errors or omissions of an **Insured** person.

(2) This Policy, pursuant to the terms and conditions contained herein, shall also indemnify for **Loss** arising from any **Claims** made against the legal representatives of any incompetent, insolvent or bankrupt person who was

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an **Insured** person at the time the acts, errors or omissions upon which such **Claims** are based were committed; provided, however, that this extension shall not indemnify for any **Claim** for any actual or alleged acts, errors or omissions by or on the part of any such legal representatives, but shall indemnify only for **Claims** arising out of any actual or alleged acts, errors or omissions of an **Insured** person.

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 insurance or 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**.

   The coverage under this policy shall be primary and noncontributory, if required by written contract with the **Named Insured** shown in the Declaration, or any other **Insured Entity**.

   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** for which coverage is provided under this Policy, 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 Section shall not apply with respect to any other policy which is specifically written as excess insurance over this Policy.

J. 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

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managers, as applicable; or

ii. more than fifty percent (50%) of the **Named Insured's** equity or assets;

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 Section IV.L. 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.

This Policy shall be non-cancellable and the entire premium shall be deemed fully earned upon the effective date of the Material Event as described above.

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 in any way involving any covered acts, errors or omissions of such **Insured Entity** committed or allegedly committed on or after the date of such Material Event. Coverage under this Policy shall continue in full force and effect for all other **Insureds.**

K. 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 ninety (90) 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

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effective. In such event, the **Insurer** will send any premium refund due, which shall be the lesser of (a) the amount calculated in accordance with the customary short rate table, or (b) the amount calculated in accordance with the earned premium.

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. The **Insurer** will not be required to renew this Policy upon its expiration. The **Insurer** will provide the **Named Insured** with ninety (90) days notice of any non- renewal or as required by law.

L. Extended Reporting Periods

1. This section is only applicable to those coverages in this Policy which apply on a Claims-Made basis.

2. 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 Section; however, any such Extended Reporting Period shall apply only to **Claims** which arise out of acts, errors, omissions, **Medical Professional Incidents**, or **Occurrences** committed or allegedly committed or taking place before the earlier of a Material Event or effective date of such cancellation or non-renewal ("Termination Date").

3. No Extended Reporting Period shall in any way increase the applicable Limit of Liability as stated in 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 Policy Aggregate Limit of Liability stated in the Declarations.

4. 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 Section.

5. The Extended Reporting Period will apply as follows:

   a. 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.

   b. 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.

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The term of, and the additional premium for, the Additional Extended Reporting Period, shall be determined by the **Insurer** at the time of the **Insured's** notification that it has elected to purchase the Additional Extended Reporting Period. The additional premium must be paid by the **Insured** no later than thirty (30) days after **Insurer** notifies the **Insured** of the additional premium amount due.

6. If the **Insured** does not elect to purchase an additional Extended Reporting Period as described above or if the additional premium therefore is not paid within the time period required above, the **Insured** will not have any right to purchase an additional Extended Reporting Period at a later time. The Additional Extended Reporting Period will not become effective until the additional premium and any other amounts due to the **Insurer** under the Policy are paid in full. 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 above.

M. Action against Insurer

1. No action shall be taken 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 impleaded by an **Insured** or his, her or its legal representative in connection with any such **Claim**.

N. 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.

O. Notice

1. Notice to any **Insured** shall be sent to the **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**.

2. Notice to the **Insurer** shall be sent to the address designated in Item 6. of the Declarations.

P. Changes

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Notice to or knowledge possessed by any agent or other person shall not affect a waiver or change in any part of this Policy or estop the **Insurer** from asserting any right under this Policy. The **Named Insured** shown in the Declarations is authorized to make changes in the terms of this Policy only with the **Insurer's** written consent. This Policy can be altered, waived or changed only by written endorsement issued by the **Insurer** to form a part of this Policy.

Q. 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.

R. Territory

This Policy applies to **Medical Professional Incidents, Occurrences** or other covered acts, errors or omissions taking place anywhere in the world; to the extent permitted by applicable law.

S. 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 relating to this insurance.

T. Headings

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

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IN WITNESS WHEREOF, the Insurer has caused this Policy to be executed on the Declarations Page.

BUFFER LIMIT ENDORSEMENT
ENDORSEMENT NO. 1

Effective Date:	**March 31, 2018**
Policy Number:	DOC PLGL-26000-018
Named Insured:	Verity Health System of California, Inc. 203 Redwood Shores Parkway, Suite 800 Redwood City, CA 94065

In consideration of the premium paid **Item 3. Limits of Liability** of the Declarations page under Insuring Agreement I.A. CLAIMS MADE PROFESSIONAL LIABILITY is amended to include the following buffer layer which is specific to the each claim limit only:

$2,000,000 each claim
$2,000,000 aggregate

ALL OTHER TERMS AND CONDITIONS REMAIN UNALTERED.

AUTHORIZED REPRESENTATIVE

Authorized Representatives
Aon Insurance Managers (Cayman) Ltd
as Insurance Manager for

Marillac Insurance Company Ltd

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NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT NO. 2

Effective Date: **March 31, 2018**

Policy Number: DOC PLGL-26000-018
Named Insured: Verity Health System of California, Inc.
203 Redwood Shores Parkway, Suite 800
Redwood City, CA 94065

I. This coverage does not apply:

A. Under any Liability Coverage, to **Bodily Injury** or **Property Damage**:

1. With respect to which a **Named Insured** under this **Policy** is also a named 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

2. Resulting from the hazardous properties of nuclear material and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) any **Named Insured** is, or had this document 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 with any organization.

B. Under any Liability Coverage, to **Bodily Injury** or **Property Damage** resulting from the hazardous properties of nuclear material; if

1. The nuclear material (a) is at any nuclear facility owned by, or operated by or on behalf of, a **Named Insured** or dispersed therefrom;

2. 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 a **Named Insured**; or

3. The **Bodily Injury** or **Property Damage** arises out of the furnishing by a **Named 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 applies only to **Property Damage** to such nuclear facility and any property threat.

It is understood that this exclusion does not apply to liability arising out of the practicing of nuclear

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medicine or activities related to nuclear medicine, including nuclear medicine research activities, or any use of nuclear agents in diagnostic medicine or testing by **Named Insured's**.

II. As used herein:

Hazardous Properties include radioactive, toxic or explosive properties.

Nuclear material means source material, special nuclear material or byproduct material.

Source Material, Special Nuclear Material, and **Byproduct Material** have the meanings given them in the Atomic Energy Act of 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 byproduct 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 allowing of special nuclear material if at any time the total amount of such material in the custody of **Named Insured's** 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.

This includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

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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.

Property Damage includes all forms of radioactive contamination of property.

ALL OTHER TERMS AND CONDITIONS REMAIN UNALTERED.

AUTHORIZED REPRESENTATIVE

Authorized Representatives
Aon Insurance Managers (Cayman) Ltd
as Insurance Manager for

Marillac Insurance Company Ltd

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George Town KY1-1102, Grand Cayman,
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GOVERNMENT ACCESS TO RECORDS
ENDORSEMENT NO. 3

Effective Date: **March 31, 2018**

Policy Number: DOC PLGL-26000-018
Named Insured: Verity Health System of California, Inc.
203 Redwood Shores Parkway, Suite 800
Redwood City, CA 94065

This endorsement changes the **Policy** to comply with federal law.

How Your Policy Is Changed

This endorsement changes your Policy to comply with the requirements of Section 952 of the Omnibus Reconciliation Act of 1980. Upon written request, the **Insurer** will allow the Secretary of Health and Human Services and the Comptroller General access to the Policy and necessary books, documents and records to verify the cost of the coverage provided hereunder, to the extent required by law. Access will also be allowed to subcontracts between the **Insurer** and any related organization of the **Insurer** and to its books, documents and records. Such access will be provided up to four years after the services furnished under this Policy or Certificate of Coverage end.

ALL OTHER TERMS AND CONDITIONS REMAIN UNALTERED

AUTHORIZED REPRESENTATIVE
Authorised Representatives
Aon Insurance Managers (Cayman) Ltd
as Insurance Manager for
Marillac Insurance Company Ltd

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ACCESS, COLLECTION, RELEASE OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL INFORMATION AND ELECTRONIC DATA LIABILITY EXCLUSION PROFESSIONAL LIABILITY AND GENERAL LIABILITY– BODILY INJURY EXCEPTION ENDORSEMENT NO. 4

Effective Date: **March 31, 2018**

Policy Number: DOC PLGL-26000-018
Named Insured: Verity Health System of California, Inc.
203 Redwood Shores Parkway, Suite 800
Redwood City, CA 94065

It is understood and agreed that **Section IV. D. EXCLUSIONS Applicable to All Insuring Agreements** is amended to include the following additional exclusion:

This insurance does not apply:

To any liability arising out of or otherwise involving:

1. any access to, collection of, release of or disclosure of confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or

2. the access to, collection of, release of, disclosure of, loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data".

This exclusion applies even if the liability, damage, or loss is claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred arising out of that which is described in items 1. or 2. above.

As used in this exclusion, "electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are or may be used with electronically controlled equipment or other electronic backup facilities, and data transmission or storage provided by means of the Internet. "Electronic data" is not tangible property.

However, this exclusion shall not apply to damages arising out of a **Medical Professional incident**.

MARILLAC INSURANCE COMPANY LTD.
94 Solaris Avenue, 2nd Floor, Camana Bay, P.O. Box 69
George Town KY1-1102, Grand Cayman,
Cayman Islands

Notwithstanding anything to the contrary contained herein or elsewhere in the policy to which this endorsement is attached it is understood and agreed that any **expenses, costs and interest** associated with any **claim** or **suit** for a covered **Medical Professional Incident** herein shall be included within and shall erode the applicable limit of liability.

ALL OTHER TERMS AND CONDITIONS REMAIN UNALTERED.

AUTHORIZED REPRESENTATIVE

Authorized Representatives
Aon Insurance Managers (Cayman) Ltd
as Insurance Manager for

Marillac Insurance Company Ltd

MARILLAC INSURANCE COMPANY LTD.
94 Solaris Avenue, 2nd Floor, Camana Bay, P.O. Box 69
George Town KY1-1102, Grand Cayman,
Cayman Islands

WAIVER OF SUBROGATION AS REQUIRED BY CONTRACT
ENDORSEMENT NO. 5

Effective Date: **March 31, 2018**

Policy Number: DOC PLGL-26000-018
Named Insured: Verity Health System of California, Inc.
203 Redwood Shores Parkway, Suite 800
Redwood City, CA 94065

In consideration of the premium charged, solely with respect to coverage provided, we waive any right of recovery we may have against the person or organization shown in the schedule below if required under a written contract with that person or organization. The waiver applies only to the person or organization shown in the schedule below.

Schedule

Name of Person or Organization:

Claims Made Professional Liability (Coverage A)
"Any person or organization with whom you agree in writing to waive your right to recover against them. You must agree to this waiver prior to the date of loss."

Occurrence General Liability (Coverage B)
"Any person or organization with whom you agree in writing to waive your right to recover against them. You must agree to this waiver prior to the date of loss."

ALL OTHER TERMS AND CONDITIONS REMAIN UNALTERED.

AUTHORIZED REPRESENTATIVE
Authorized Representatives
Aon Insurance Managers (Cayman) Ltd
as Insurance Manager for

Marillac Insurance Company Ltd

MARILLAC INSURANCE COMPANY LTD.
94 Solaris Avenue, 2nd Floor, Camana Bay, P.O. Box 69
George Town KY1-1102, Grand Cayman,
Cayman Islands

ADDITIONAL INSURED
ENDORSEMENT NO. 6

Effective Date: **March 31, 2018**

Policy Number: DOC PLGL-26000-018
Named Insured: Verity Health System of California, Inc.
203 Redwood Shores Parkway, Suite 800
Redwood City, CA 94065

With effect from March 31, 2018 at 12:01 a.m. standard time at the mailing address of the Named Insured as stated above, it is hereby noted and agreed that the following party is noted as an additional insured as required by contract.

SI 52, LLC, The Sobrato Organization, its officers, directors, partners, members, employees and affiliates
425 California Street, 24th Floor
San Francisco, CA 94104

A waiver of subrogation is granted in favor of SI 52, LLC, The Sobrato Organization, its officers, directors, partners, members, employees and affiliates in accordance with the policy provisions.

ALL OTHER TERMS AND CONDITIONS REMAIN UNALTERED.

AUTHORIZED REPRESENTATIVE

Authorised Representatives
Aon Insurance Managers (Cayman) Ltd
as Insurance Manager for

Marillac Insurance Company Ltd

MARILLAC INSURANCE COMPANY LTD.
94 Solaris Avenue, 2nd Floor, Camana Bay, P.O. Box 69
George Town KY1-1102, Grand Cayman,
Cayman Islands

ADDITIONAL INSURED
ENDORSEMENT NO. 7

Effective Date: **March 31, 2018**

Policy Number: DOC PLGL-26000-018
Named Insured: Verity Health System of California, Inc.
203 Redwood Shores Parkway, Suite 800
Redwood City, CA 94065

With effect from March 31, 2018 at 12:01 a.m. standard time at the mailing address of the Named Insured as stated above, it is hereby noted and agreed that the following party is noted as an additional insured as required by contract.

NCMB No. 3, LLC
1401 Avocado Avenue, Suite 901
Newport Beach, CA 92660

A waiver of subrogation is granted in favor of NCMB No. 3 in accordance with the policy provisions.

Furthermore, coverage available under this policy to NCMB No. 3 shall be primary and non-contributory to other available insurance.

ALL OTHER TERMS AND CONDITIONS REMAIN UNALTERED.

AUTHORIZED REPRESENTATIVE

Authorized Representatives
Aon Insurance Managers (Cayman) Ltd
as Insurance Manager for

Marillac Insurance Co. Ltd

MARILLAC INSURANCE COMPANY LTD.
94 Solaris Avenue, 2nd Floor, Camana Bay, P.O. Box 69
George Town KY1-1102, Grand Cayman,
Cayman Islands

ADDITIONAL INSURED
ENDORSEMENT NO. 8

Effective Date: **March 31, 2018**

Policy Number: DOC PLGL-26000-018
Named Insured: Verity Health System of California, Inc.
203 Redwood Shores Parkway, Suite 800
Redwood City, CA 94065

With effect from March 31, 2018 at 12:01 a.m. standard time at the mailing address of the Named Insured as stated above, it is hereby noted and agreed that the following party is noted as an additional insured as required by contract.

Los Angeles County Children and Families First – Proposition 10 Commission
its officials, agents, consultants and employees
750 North Alameda Street, Suite 300
Los Angeles, CA 90012

A waiver of subrogation is granted in favor of Los Angeles County Children and Families First – Proposition 10 Commission, its officials, agents, consultants and employees in accordance with the policy provisions.

Furthermore, coverage available under this policy to Los Angeles County Children and Families First – Proposition 10 Commission, its officials, agents, consultants and employees shall be primary and non-contributory to other available insurance.

ALL OTHER TERMS AND CONDITIONS REMAIN UNALTERED.

AUTHORIZED REPRESENTATIVE

Authorised Representatives
Aon Insurance Managers (Cayman) Ltd
as Insurance Manager for
Marillac Insurance Company Ltd

MARILLAC INSURANCE COMPANY LTD.
94 Solaris Avenue, 2nd Floor, Camana Bay, P.O. Box 69
George Town KY1-1102, Grand Cayman,
Cayman Islands

ADDITIONAL INSURED
ENDORSEMENT NO. 9

Effective Date: **March 31, 2018**

Policy Number: DOC PLGL-26000-018
Named Insured: Verity Health System of California, Inc.
203 Redwood Shores Parkway, Suite 800
Redwood City, CA 94065

With effect from March 31, 2018 at 12:01 a.m. standard time at the mailing address of the Named Insured as stated above, it is hereby noted and agreed that the following party is noted as an additional insured as required by contract.

Lincoln Property Company Commercial Services Enterprises, Inc.
d/b/a Lincoln Harris, CSG and Medical Office Buildings of California, LLC;
HCP, Inc.; its subsidiaries and affiliates
175 North Jackson Avenue, Suite 208
San Jose, CA 95116

A waiver of subrogation is granted in favor of Lincoln Property Company Commercial Services Enterprises, Inc. d/b/a Lincoln Harris, CSG and Medical Office Buildings of California, LLC; HCP, Inc.; its subsidiaries and affiliates in accordance with the policy provisions.

ALL OTHER TERMS AND CONDITIONS REMAIN UNALTERED.

AUTHORIZED REPRESENTATIVE

Authorized Representatives
Aon Insurance Managers (Cayman) Ltd
as Insurance Manager for

Marillac Insurance Company Ltd

MARILLAC INSURANCE COMPANY LTD.
94 Solaris Avenue, 2nd Floor, Camana Bay, P.O. Box 69
George Town KY1-1102, Grand Cayman,
Cayman Islands

ADDITIONAL INSURED
ENDORSEMENT NO. 10

Effective Date:	**March 31, 2018**
Policy Number:	DOC PLGL-26000-018
Named Insured:	Verity Health System of California, Inc. 203 Redwood Shores Parkway, Suite 800 Redwood City, CA 94065

With effect from March 31, 2018 at 12:01 a.m. standard time at the mailing address of the Named Insured as stated above, it is hereby noted and agreed that the following party is noted as an additional insured as required by contract.

The County of Los Angeles, its special districts, elected officials, officers, agents, employees and volunteers (collectively County and Agents)
313 North Figueroa Street, 6th Floor East
Los Angeles, CA 90012

ALL OTHER TERMS AND CONDITIONS REMAIN UNALTERED.

AUTHORIZED REPRESENTATIVE
Authorized Representatives
Aon Insurance Managers (Cayman) Ltd
as Insurance Manager for

Marillac Insurance Company Ltd

MARILLAC INSURANCE COMPANY LTD.
94 Solaris Avenue, 2nd Floor, Camana Bay, P.O. Box 69
George Town KY1-1102, Grand Cayman,
Cayman Islands

ADDITIONAL INSURED
ENDORSEMENT NO. 11

Effective Date: **May 8, 2018**

Policy Number: DOC PLGL-26000-018
Named Insured: Verity Health System of California, Inc.
203 Redwood Shores Parkway, Suite 800
Redwood City, CA 94065

With effect from May 8, 2018 at 12:01 a.m. standard time at the mailing address of the Named Insured as stated above, it is hereby noted and agreed that the following party is noted as an additional insured as required by contract.

Charles Dunn Real Estate Services, Inc., and
Compton Commercial Redevelopment Company
800 West 6th Street, 6th Floor
Los Angeles, CA 90017

A waiver of subrogation is granted in favor of Charles Dunn Real Estate Services, Inc. and Compton Commercial Redevelopment Company in accordance with the policy provisions.

Furthermore, coverage available under this policy to Charles Dunn Real Estate Services, Inc. and Compton Commercial Redevelopment Company shall be primary and non-contributory to other available insurance.

ALL OTHER TERMS AND CONDITIONS REMAIN UNALTERED.

AUTHORIZED REPRESENTATIVE
Authorized Representatives
Aon Insurance Managers (Cayman) Ltd
as Insurance Manager for
Marillac Insurance Co. Ltd

MARILLAC INSURANCE COMPANY LTD.
94 Solaris Avenue, 2nd Floor, Camana Bay, P.O. Box 69
George Town KY1-1102, Grand Cayman,
Cayman Islands

ADDITIONAL INSURED
ENDORSEMENT NO. 12

Effective Date: **March 31, 2018**

Policy Number: DOC PLGL-26000-018
Named Insured: Verity Health System of California, Inc.
203 Redwood Shores Parkway, Suite 800
Redwood City, CA 94065

With effect from March 31, 2018 at 12:01 a.m. standard time at the mailing address of the Named Insured as stated above, it is hereby noted and agreed that the following party is noted as an additional insured as required by contract.

San Mateo County Transit District, Bay Area Air Quality Management District (BAAQMD), City/County Association of Governments of San Mateo County (C/CAG), and their respective directors, officers, employees, volunteers, and agents while acting in such capacity, and their successors or assignees, as they now, or as they may hereafter be constituted, singly, jointly, or severally.
PO Box 198
Long Beach, CA 90801-0198

A waiver of subrogation is granted in favor of San Mateo County Transit District, Bay Area Air Quality Management District (BAAQMD), City/County Association of Governments of San Mateo County (C/CAG), and their respective directors, officers, employees, volunteers, and agents while acting in such capacity, and their successors or assignees, as they now, or as they may hereafter be constituted, singly, jointly, or severally in accordance with the policy provisions.

Furthermore, coverage available under this policy to San Mateo County Transit District, Bay Area Air Quality Management District (BAAQMD), City/County Association of Governments of San Mateo County (C/CAG), and their respective directors, officers, employees, volunteers, and agents while acting in such capacity, and their successors or assignees, as they now, or as they may hereafter be constituted, singly, jointly, or severally shall be primary and non-contributory to other available insurance.

ALL OTHER TERMS AND CONDITIONS REMAIN UNALTERED.

AUTHORIZED REPRESENTATIVE
Authorized Representatives
Aon Insurance Managers (Cayman) Ltd
as Insurance Manager for

Marillac Insurance Company Ltd

MARILLAC INSURANCE COMPANY LTD.
94 Solaris Avenue, 2nd Floor, Camana Bay, P.O. Box 69
George Town KY1-1102, Grand Cayman,
Cayman Islands

BLANKET ADDITIONAL INSURED (GENERAL LIABILITY)
ENDORSEMENT NO. 13

Effective Date: **March 31, 2018**

Policy Number: DOC PLGL-26000-018
Named Insured: Verity Health System of California, Inc.
203 Redwood Shores Parkway, Suite 800
Redwood City, CA 94065

In consideration of the premium charged, coverage is amended to include as an additional insured the person(s) or organization(s) who meet the criteria below, but only with respect to loss caused in whole or in part, by the **"Insured's"** acts or omissions or the acts or omissions of those acting for or on behalf of the **"Insured"**:

1. In the performance of the **"Insured's"** operations; or in connection with premises owned by, managed by or rented to the **"Insured"**; and
2. Where required by contract or agreement (executed prior to the loss).

Such coverage shall only apply to the extent of the limits of liability required or evidenced by contract or agreement, and with respect to the additional insured's interests therein.

The coverage afforded by this endorsement is primary and non-contributory with any other insurance if required by contract.

This coverage shall not apply to any liability arising out of the sole negligence of such additional insured. Where no coverage would apply under this policy for the **"Insured"**, no coverage or defense shall be afforded to such additional insured.

ALL OTHER TERMS AND CONDITIONS REMAIN UNALTERED.

AUTHORIZED REPRESENTATIVE
Authorized Representatives
Aon Insurance Managers (Cayman) Ltd
as Insurance Manager for
Marillac Insurance Company Ltd

EXHIBIT D

MARILLAC INSURANCE COMPANY, LTD.
94 Solaris Avenue, 2nd Floor, Camana Bay, P.O. Box 69
George Town KY1-1102, Grand Cayman,
Cayman Islands

EXCESS LIABILITY
INSURANCE POLICY DECLARATIONS

Policy Number: DOC XL PLGL-26000-018
Renewal of: DOC XL PLGL-26000-017

Item 1. Name and Mailing Address of Insured:

Verity Health System of California, Inc.
203 Redwood Shores Parkway, Suite 800
Redwood City, CA 94065

Item 2. Policy Period:

Inception Date:	March 31, 2018
Expiration Date:	March 31, 2019 At 12:01AM Standard Time at the Mailing Address of the Insured
Retroactive Date:	As more fully defined in the Underlying Insurance (where applicable)

Item 3. Limits of Insurance:

All Other Liability	$ 80,000,000	Each Occurrence
	$ 80,000,000	Aggregate
Professional Liability	$ 80,000,000	Each Claim
	$ 80,000,000	Annual Aggregate

Above limits apply separately to All Other Liability and to Healthcare Professional Liability

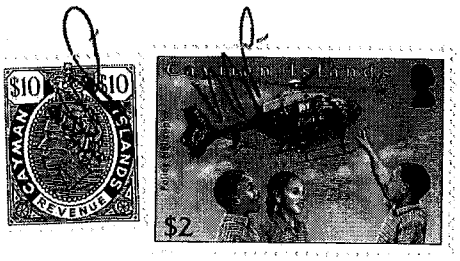
Item 4. Continuing Underlying Limit: $ 100,000 Each Occurrence/Claim

Applies only if Underlying Aggregate Limits are Exhausted or No Underlying Insurance Exists

Item 5. Premium: $ 1,206,259

"Premium listed is net of any and all taxes, fees or surcharges of any kind. Premiums paid to Cayman based insurance markets by U.S. insureds may be subject to Federal Excise Tax as well as other state and/or federal taxes. The Insured is responsible for reporting and remitting this tax to the appropriate authorities. We suggest Insureds check with their tax advisors for further information"

In Witness Whereof, the Company has caused this Policy to be executed and attested. This Policy shall not be valid unless countersigned by a duly authorized representative of the Company.



AUTHORIZED REPRESENTATIVE
Authorized Representatives
Aon Insurance Managers (Cayman) Ltd
as Insurance Manager for

Marillac Insurance Company, Ltd

June 7, 2018

MARILLAC INSURANCE COMPANY, LTD.
94 Solaris Avenue, 2nd Floor, Camana Bay, P.O. Box 69
George Town KY1-1102, Grand Cayman,
Cayman Islands

Schedule of Underlying Insurance

Underlying Insurance

Coverage	Carrier	Policy Number	Limits	Policy Term
General Liability	Marillac Insurance Company, Ltd.	DOC PLGL-26000-018	$2,000,000 Each Occurrence $10,000,000 Aggregate	3/31/18-3/31/19
Professional Liability	Marillac Insurance Company, Ltd.	DOC PLGL-26000-018	$2,000,000 Each Claim $2,000,000 Aggregate in Excess of $3,000,000 Each Claim $10,000,000 Aggregate	3/31/18-3/31/19
General Liability (SFMC and City of Lynwood Agreement)	Illinois Union Insurance Company	HPL G2181684A 011	$1,000,000 Each Occurrence $3,000,000 Aggregate	3/31/18-3/31/19
Automobile Liability	National Union Fire Insurance Company of Pittsburgh, PA	034-24-84	$1,000,000 Combined Single Limit	10/1/17-10/1/18
Heliport Liability and Non-Owned Aircraft Liability	StarNet Insurance Company	BA-17-10-00078	Helipad Liability $10,000,000 Each Occurrence Non-Owned Aircraft Liability $10,000,000 Each Occurrence	10/1/17-10/1/19
Employers Liability	Old Republic Insurance Company	MWC 310639 00	$1,000,000 Each Accident $1,000,000 Policy Limit $1,000,000 Each Employee	7/1/17-7/1/18

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MARILLAC INSURANCE COMPANY, LTD.
94 Solaris Avenue, 2nd Floor, Camana Bay, P.O. Box 69
George Town KY1-1102, Grand Cayman,
Cayman Islands

EXCESS LIABILITY INSURANCE POLICY

In consideration of the payment of the premium, and in reliance on all statements made and information furnished to Marillac Insurance Company, Ltd. (hereinafter called the "Company") and to the Insurer(s) of the Underlying Insurance, and subject to all of the terms, conditions and endorsements of this Policy, the Company and the **Insured** agree as follows:

I. INSURING AGREEMENT

(A) The Company shall indemnify the **Insured** for loss excess of the **Underlying Insurance** set forth in the Declarations which the **Insured** shall become legally obligated to pay, either through adjudication or compromise, due to liability imposed by law or assumed under contract, provided that the **Underlying Insurance** also applies and has been exhausted by actual payment thereunder, or would apply but for the exhaustion of the applicable limit(s) of liability thereunder.

(B) With respect to coverage provided by the **Underlying Insurance** on a claims made basis, this Policy applies only to **Claims** first made against the **Insured** during the **Policy Period** and occurring on or after the Retroactive Date of the applicable **Underlying Insurance** and prior to the end of the **Policy Period.**

(C) This Policy will apply in conformance with, and will follow the form of, the terms, conditions, agreements, exclusions, definitions and endorsements of the **Underlying Insurance,** except:

1) with respect to any provisions to the contrary contained in this Policy;

2) the applicable limit of liability of the **Underlying Insurance** shall be deemed to be reduced or exhausted solely as a result of payments for loss or damages (including costs, charges and expenses) that are covered under this Policy; and

3) the coverage provided by this Policy shall not be broader than any **Underlying Insurance** unless expressly provided herein, including any endorsement hereto.

(D) The Company will not have any obligation to indemnify the **Insured** hereunder unless and until the full amount of the applicable limit of liability of the **Underlying Insurance** has been paid by the issuer(s) of the **Underlying Insurance,** the **Insured** or by another party on behalf, or for the benefit, of the **Insured** or the issuer(s) of the **Underlying Insurance.**

MARILLAC INSURANCE COMPANY, LTD.
94 Solaris Avenue, 2nd Floor, Camana Bay, P.O. Box 69
George Town KY1-1102, Grand Cayman,
Cayman Islands

II. DEFINITIONS

(A) **"Claim"** has the meaning ascribed to it (or similar term) in the **Underlying Insurance**.

(B) **"Defense Expenses"** has the meaning ascribed in the **Underlying Insurance**.

(C) **"Insured"** means the persons or organizations identified as such in the **Underlying Insurance**.

(D) **"Policy Period"** means the period stated in the Declarations, or to any earlier cancellation date.

(E) **"Underlying Insurance"** means all insurance policies or risk transfer instruments (including, but not limited to, self-insured retentions, continuing underlying amounts or other alternative arrangements) scheduled in the Declarations and any policies or risk transfer arrangements renewing or replacing them.

III. UNDERLYING INSURANCE

(A) All of the **Underlying Insurance** scheduled in the Declarations shall be maintained during the **Policy Period** in full force and effect, except for any reduction of the limits of liability available under the **Underlying Insurance** solely by reason of actual payment of **Claims** or losses thereunder. Subject at all times to clause (D) of this SECTION III, this Policy shall not be invalidated solely by reason of any failure of the **Insured** to comply with the foregoing, but under no circumstances shall the Company be liable under this Policy earlier, or to any greater extent, than it would have been if the **Insured** had complied with this provision.

(B) Without prejudice to any rights of the Company, in the event of any actual or alleged (1) failure by the **Insured** to give any notice or to exercise any extensions under any **Underlying Insurance**, or (2) misrepresentation or breach of warranty by the **Insured** with respect to any **Underlying Insurance**, the Company will not be liable under this Policy earlier or to any greater extent than it would have been in the absence of such actual or alleged failure, misrepresentation or breach of warranty.

(C) No amendment or modification to any **Underlying Insurance** shall be binding upon the Company or effective in extending the coverage or limits of liability afforded by this Policy without the express written agreement of the Company.

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George Town KY1-1102, Grand Cayman,
Cayman Islands

IV. LIMIT OF LIABILITY

This policy is subject to two separate aggregate limits of liability as stated in the Declarations. These aggregate limits of liability are the maximum amount which will be paid under this Policy for the total amount of all **Claims** to which **Underlying Insurance** applies.

If the limits of **underlying insurance** have been reduced by payment of a **Claim**, this policy will drop down to become immediately excess of the reduced underlying limits; or, if the limits of **Underlying Insurance** have been exhausted by payment a **Claim**, this policy will drop down to become immediately excess of the **Continuing Underlying Limit** as stated in the Declarations.

V. DEFENSE EXPENSES AND SETTLEMENTS

Defense Expenses are included within the Limits of Insurance shown under Item 3 on the Declarations Page.

As respects Professional Liability and General Liability, only indemnity payments made by the **Insured** erode the **Underlying Insurance**, including the continuing underlying amounts, however the Company agrees to indemnify the **Insured** for the payment of expenses, costs, and interest/expenses and costs incurred in the same ratio that its proportion of the amounts paid, net of all recoveries, in settlement of **Claim**(s) and in satisfaction of judgments, bears to the total amounts paid, net of recoveries, in settlement of **Claim**(s) and in satisfaction of judgments only after loss exceeds the **Underlying Insurance**, including the continuing underlying amounts.

Unless a **Claim** is defended by the Underlying Insurer, the **Insured** has the sole right and duty to defend, investigate, or settle any **Claim** to which policy applies and the Company has no such duty or obligation.

VI. SUBROGATION AND RECOVERIES

In the event of any payment under this Policy, the Company will be subrogated to all the **Insured's** rights of recovery against any person or entity, and the **Insured** shall execute and deliver all instruments and papers and do whatever else is necessary to secure such rights. The **Insured** shall do nothing that may prejudice the Company's position or potential or actual right of recovery. The obligations of the **Insured** under this provision shall survive the expiration or termination of this Policy. The expenses of all such recovery proceedings shall be first subtracted from the amount of any recovery and the remaining amount so recovered shall be apportioned in the inverse order of payment to the extent of actual payment.

VII. NOTICE

As a condition precedent to any right to payment of the **Insured** under this Policy, and in accordance with the Declarations, the **Insured** shall give the Company written notice of:

(A) any **Claim exceeding $500,000** under the **Underlying Insurance** as soon as possible, and in any event within the time period set forth by the **Underlying Insurance** with respect to notice of **Claims**; and

(B) any matter with respect to which notice has been provided under any **Underlying Insurance.**

With respect to **Underlying Insurance** written on a claims-made basis, if the **Insured** exercises the right under the **Underlying Insurance** to report a Notice of Circumstance (as defined below), then the **Insured**

MARILLAC INSURANCE COMPANY, LTD.
94 Solaris Avenue, 2nd Floor, Camana Bay, P.O. Box 69
George Town KY1-1102, Grand Cayman,
Cayman Islands

must also report such Notice of Circumstance to the Company prior to the expiration of the **Policy Period**, and in such event any **Claim** that subsequently may arise out of such circumstance shall be deemed to have been made during the **Policy Period** in which such Notice of Circumstance first was reported.

As used herein, the term "Notice of Circumstance" means written notice of specific facts or circumstances of which the **Insured** becomes aware during the **Policy Period** that may subsequently give rise to a **Claim**.

VII. ALTERATION

No change in or modification of this Policy shall be effective unless made by endorsement signed by an authorized employee or agent of the Company.

IX. POLICY TERMINATION

(A) The **Insured** may cancel this Policy at any time by delivering by hand delivery or overnight mail service or by mailing registered, certified or other first-class mail, written notice stating when thereafter such cancellation is to be effective.

(B) The Company may cancel this Policy only in accordance with the terms and conditions of the **Underlying Insurance.**

(C) The Company will refund any unearned premium computed at the customary short rate if the Policy is canceled by the **Insured.** Under all other circumstances, any unearned premium shall be computed pro rata.

(D) The Company will have no obligation to renew this Policy upon its expiration.

X. EXTENDED REPORTING PERIOD OPTION

An Extended Reporting Period is available for an additional premium, (except when the policy is cancelled or non-renewed for non-payment of the premium or non-compliance with the terms and conditions of the policy), and (1) the **Insured** does not obtain replacement coverage, and (2) elects a discovery period of Extended Reporting Period as set forth in any immediate scheduled, underlying claims made insurance. The Extended Reporting Period does not reinstate or increase our limits of liability. Other terms and cost of the Extended Reporting Period will be negotiated at the time of purchase.

XI. POLLUTION

The Company won't cover injury or damage that results from pollution at or from any protected person's premises; waste site; or protected person's work site.

Nor will the Company cover injury or damage that results from pollution involving any waste pollutant.

The Company also won't cover any loss, cost or expense that results from any request, demand or order that any protected person or others perform pollution work; or any **Claim** or suit by or for any governmental authority for damages that result from the performance of pollution work.

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MARILLAC INSURANCE COMPANY, LTD.
94 Solaris Avenue, 2nd Floor, Camana Bay, P.O. Box 69
George Town KY1-1102, Grand Cayman,
Cayman Islands

But the Company won't apply this exclusion to injury or damage covered by your automobile Underlying Insurance or hostile fire.

Pollution means any actual, alleged or threatened discharge, dispersal, escape, migration, release or seepage of any pollutant means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapors, soot, fumes; acids, alkalis, chemicals; and waste.

However, the Company won't consider vehicle upset, overturn, or collision, nor; heat, smoke or fumes to be a pollutant when they result from a hostile fire at or from the protected person's premises; or the protected person's work site if the hostile fire doesn't result from pollution work being done by or for the protected person.

Hostile fire means a fire, which becomes uncontrollable or breaks out from where it was intended to be.

Waste includes materials to be recycled, reconditioned or reclaimed.

Protected person's premises means any premises, site or location, which is or was at any time owned, rented, leased, borrowed or occupied by any protected person.

Waste site means any premises, site or location which is or was at any time used by or for any protected person or others for the handling, storage, disposal, processing or treatment of waste.

Protected person's work site means any premises, site or location on which work is being performed by or for any protected person when a pollutant is brought on or to such premises, site or location by or for the protected person in connection with such work; or the work being performed is pollution work.

Pollution work means the testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing of any pollutant; or the responding to, or assessing, in any way the effects of any pollutant.

Waste pollutant means any pollutant which is or was at any time transported, handled, stored, treated, disposed of, or processed as waste by or for any protected person or any person or organization for whom you may be legally responsible.

EXHIBIT E

CITY NATIONAL BANK
The way up.

City National Bank
555 S. Flower Street, 21st Floor
Los Angeles, CA 90071
Swift Address: CINAUS6L

November 28, 2016

Irrevocable Standby Letter of Credit Number: **ISB00001823**

BENEFICIARY:
OLD REPUBLIC INSURANCE COMPANY
C/O OLD REPUBLIC RISK MANAGEMENT
445 SOUTH MOORLAND ROAD, SUITE 300
BROOKFIELD, WISCONSIN 53005
ATTN: CHIEF FINANCIAL OFFICER

APPLICANT:
MARILLAC INSURANCE COMPANY, LTD.
94 SOLARIS AVENUE, 2ND FLOOR
CAMANA BAY, GRAND CAYMAN KY1-1102
PO BOX 69

AMOUNT: USD32,121,000.00 (THIRTY TWO MILLION ONE HUNDRED TWENTY ONE THOUSAND AND NO/100 U.S. DOLLARS)

EXPIRY DATE AND PLACE: JULY 29, 2017 AT CITY NATIONAL BANK, INTERNATIONAL DEPARTMENT, LOS ANGELES, CALIFORNIA

LADIES/GENTLEMEN:

WE HEREBY ESTABLISH THIS IRREVOCABLE LETTER OF CREDIT IN FAVOR OF THE ABOVE NAMED BENEFICIARY FOR DRAWINGS UP TO THE AGGREGATE AMOUNT OF USD32,121,000.00 (THIRTY TWO MILLION ONE HUNDRED TWENTY ONE THOUSAND AND NO/100 U.S. DOLLARS) EFFECTIVE IMMEDIATELY. THIS LETTER OF CREDIT IS ISSUED, PRESENTABLE AND PAYABLE AT OUR OFFICE OF CITY NATIONAL BANK, INTERNATIONAL DEPARTMENT, 555 SOUTH FLOWER STREET, 21ST FLOOR, LOS ANGELES, CA 90071 AND EXPIRES WITH OUR CLOSE OF BUSINESS ON JULY 29, 2017.

THE TERM BENEFICIARY INCLUDES ANY SUCCESSOR BY OPERATION OF LAW OF THE NAMED BENEFICIARY INCLUDING, WITHOUT LIMITATION, ANY LIQUIDATOR, REHABILITATOR, RECEIVER OR CONSERVATOR.

CITY NATIONAL BANK
The way up.

City National Bank
555 S. Flower Street, 21st Floor
Los Angeles, CA 90071
Swift Address: CINAUS6L

WE HEREBY UNDERTAKE TO PROMPTLY HONOR YOUR SIGHT DRAFT(S) DRAWN ON US, INDICATING OUR LETTER OF CREDIT NUMBER ISB00001823, FOR ALL OR ANY PART OF THIS LETTER OF CREDIT IF PRESENTED AT OUR OFFICE SPECIFIED IN PARAGRAPH ONE ON OR BEFORE THE EXPIRY DATE OR ANY AUTOMATICALLY EXTENDED EXPIRY DATE.

EXCEPT AS EXPRESSLY STATED HEREIN, THIS UNDERTAKING IS NOT SUBJECT TO ANY AGREEMENT, CONDITION OR QUALIFICATION. OUR OBLIGATION UNDER THIS LETTER OF CREDIT IS THE INDIVIDUAL OBLIGATION OF CITY NATIONAL BANK AND IN NO WAY CONTINGENT UPON REIMBURSEMENT WITH RESPECT THERETO.

IT IS A CONDITION OF THIS LETTER OF CREDIT THAT IT SHALL BE DEEMED AUTOMATICALLY EXTENDED WITHOUT AMENDMENT FOR AN ADDITIONAL PERIOD OF ONE (1) YEAR FROM THE EXPIRY DATE HEREOF OR ANY FUTURE EXPIRY DATE, UNLESS AT LEAST THIRTY (30) DAYS PRIOR TO ANY EXPIRATION DATE, WE SHALL NOTIFY THE BENEFICIARY BY REGISTERED MAIL OR OVERNIGHT COURIER SERVICE AT THE ABOVE ADDRESS, THAT WE ELECT NOT TO EXTEND THIS LETTER OF CREDIT FOR ANY SUCH ADDITIONAL PERIOD.

THIS LETTER OF CREDIT IS SUBJECT TO AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK AND THE UNIFORM CUSTOMS AND PRACTICE FOR DOCUMENTARY CREDITS (2007 REVISION) INTERNATIONAL CHAMBER OF COMMERCE, PUBLICATION NO. 600 AND, IN THE EVENT OF ANY CONFLICT, THE LAWS OF THE STATE OF NEW YORK WILL CONTROL. IF THIS CREDIT EXPIRES DURING AN INTERRUPTION OF BUSINESS AS DESCRIBED IN ARTICLE 36 OF SAID PUBLICATION 600, THE BANK HEREBY SPECIFICALLY AGREES TO EFFECT PAYMENT IF THIS CREDIT IS DRAWN AGAINST WITHIN 30 DAYS AFTER THE RESUMPTION OF BUSINESS.

City National Bank

JOSIE PAREDES, VICE PRESIDENT

REBECCA FORGIONE, OFFICER



After printing this label:
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Warning: Use only the printed original label for shipping. Using a photocopy of this label for shipping purposes is fraudulent and could result in additional billing charges, along with the cancellation of your FedEx account number
Use of this system constitutes your agreement to the service conditions in the current FedEx Service Guide, available on fedex.com.FedEx will not be responsible for any claim in excess of $100 per package, whether the result of loss, damage, delay, non-delivery,misdelivery,or misinformation, unless you declare a higher value, pay an additional charge, document your actual loss and file a timely claim.Limitations found in the current FedEx Service Guide apply. Your right to recover from FedEx for any loss, including intrinsic value of the package, loss of sales, income interest, profit, attorney's fees, costs, and other forms of damage whether direct, incidental,consequential, or special is limited to the greater of $100 or the authorized declared value. Recovery cannot exceed actual documented loss.Maximum for items of extraordinary value is $1,000, e.g. jewelry, precious metals, negotiable instruments and other items listed in our ServiceGuide. Written claims must be filed within strict time limits, see current FedEx Service Guide.

CITY NATIONAL BANK
The way up.

City National Bank
555 S. Flower Street, 21st Floor
Los Angeles, CA 90071
Swift Address: CINAUS6L

ADVICE OF ISSUANCE

November 28, 2016

MARILLAC INSURANCE COMPANY, LTD.
94 SOLARIS AVENUE, 2ND FLOOR
CAMANA BAY, GRAND CAYMAN KY1-1102
PO BOX 69

Letter of Credit Number:	ISB00001823
Applicant:	MARILLAC INSURANCE COMPANY, LTD.
Beneficiary:	OLD REPUBLIC INSURANCE COMPANY
Amount:	USD 32,121,000.00
Tolerance:	
Additional Amount:	

In accordance with your request, we have issued the above mentioned Letter of Credit, a copy of which is enclosed for your reference.

Please be advised we have debited your account number **075284071** for the amount of **USD 174,502.20** with value date **11/28/16** as follows:

IMPORT STANDBY PROCESSING FEE	USD	300.00
IMPORT STANDBY PERIODIC CHARGES (Manual)	USD	174,167.20
US OVERNIGHT COURIER	USD	35.00

, IMPORT STANDBY PERIODIC CHARGES
Interest days basis 1 - 360 day
Period 11/28/16 - 7/29/17 244 Days
0.80% x 32,121,000.00 USD x 244/360 = 174,167.20 USD,

We appreciate your business and are pleased to be of service to you.

If you have any questions, please call us at (888) 309-5139.

THIS IS A COMPUTER GENERATED ADVICE, NO SIGNATURE IS REQUIRED.

EXHIBIT F

CITY NATIONAL BANK
AN RBC COMPANY
350 S. Grand Ave.
Los Angeles, CA 90071
Mail Code 944-01
SWIFT Address: CINAUS6L

July 30, 2018

OLD REPUBLIC INSURANCE COMPANY
C/O OLD REPUBLIC RISK MANAGEMENT
445 SOUTH MOORLAND ROAD, SUITE 300
BROOKFIELD, WISCONSIN 53005
ATTN: CHIEF FINANCIAL OFFICER

Letter of Credit Number:	ISB00001823
Amendment Number:	AMD002
Amendment Date:	07/30/18
Applicant	MARILLAC INSURANCE COMPANY, LTD.

We hereby amend our Irrevocable Standby Letter of Credit issued in your favor as follows:

1. LETTER OF CREDIT AMOUNT INCREASED BY USD1,500,000.00 TO AN AGGREGATE TOTAL AMOUNT OF USD34,087,296.00 (THIRTY FOUR MILLION EIGHTY SEVEN THOUSAND TWO HUNDRED NINETY SIX AND NO/100 U.S. DOLLARS).

All other terms and conditions remain unchanged.

This amendment forms an integral part of the original Letter of Credit and must be attached thereto.

If you have any questions, please call us at (888) 309-5139.

Sincerely,

Authorized Signature
Josie Paredes

Authorized Signature
Rebecca Forgion



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Use of this system constitutes your agreement to the service conditions in the current FedEx Service Guide, available on fedex.com.FedEx will not be responsible for any claim in excess of $100 per package, whether the result of loss, damage, delay, non-delivery,misdelivery,or misinformation, unless you declare a higher value, pay an additional charge, document your actual loss and file a timely claim.Limitations found in the current FedEx Service Guide apply. Your right to recover from FedEx for any loss, including intrinsic value of the package, loss of sales, income interest, profit, attorney's fees, costs, and other forms of damage whether direct, incidental,consequential, or special is limited to the greater of $100 or the authorized declared value. Recovery cannot exceed actual documented loss.Maximum for items of extraordinary value is $1,000, e.g. jewelry, precious metals, negotiable instruments and other items listed in our ServiceGuide. Written claims must be filed within strict time limits, see current FedEx Service Guide.

B1040 (FORM 1040) (12/15)

ADVERSARY PROCEEDING COVER SHEET (Instructions on Reverse)	**ADVERSARY PROCEEDING NUMBER** (Court Use Only)

PLAINTIFFS	**DEFENDANTS**
Verity Health System of California, Inc., et al.	Old Republic Insurance Company and City National Bank
ATTORNEYS (Firm Name, Address, and Telephone No.) Dentons US LLP Samuel R. Maizel 601 South Figueroa Street, Suite 2500 213-623-9300	**ATTORNEYS** (If Known)
PARTY (Check One Box Only) ☒ Debtor ☐ U.S. Trustee/Bankruptcy Admin ☐ Creditor ☐ Other ☐ Trustee	**PARTY** (Check One Box Only) ☐ Debtor ☐ U.S. Trustee/Bankruptcy Admin ☒ Creditor ☐ Other ☐ Trustee

CAUSE OF ACTION (WRITE A BRIEF STATEMENT OF CAUSE OF ACTION, INCLUDING ALL U.S. STATUTES INVOLVED)
Temporary restraining order and preliminary injunction, pursuant to 11 U.S.C. §§ 105 and 362, to enjoin certain draws of a letter of credit.

NATURE OF SUIT

(Number up to five (5) boxes starting with lead cause of action as 1, first alternative cause as 2, second alternative cause as 3, etc.)

FRBP 70 01(1) – Recovery of Money/Property
- ☐ 11-Recovery of money/propert y - §542 turnover of property
- ☐ 12-Recovery of money/property - §547 preference
- ☐ 13-Recovery of money/property - §548 fraudulent transfer
- ☐ 14-Recovery of money/property - other

FRBP 70 01 (2) – Validity, Priority or Extent of Lien
- ☐ 21-Validity, priority or extent of lien or other interest in property

FRBP 7001(3) – Approval of Sale of Property
- ☐ 31-Approval of sale of property of estate and of a co-owner - §363(h)

FRBP 7001(4) – Objection/ Revocation of Discharge
- ☐ 41-Objection/re vocation of discharge - §727(c),(d),(e)

FRBP 7001(5) – Revocation of Confirmation
- ☐ 51-Revocation of confirmation

FRBP 7001(6) – Dischargeability
- ☐ 6 6 -Dischargeability - §523(a)(1),(14),(14A) priority tax claims
- ☐ 62-Dischargeability - §523(a)(2), false pretenses, false representation, actual fraud
- ☐ 67-Dischargeability - §523(a)(4), fraud as fiduciary, embezzlement, larceny

(continued next column)

FRBP 70 01(6) – Dischargeability (continued)
- ☐ 61 -Dischargeability- §523(a)(5), domestic support
- ☐ 68-Dischargeability - §523(a)(6), willful and malicious injury
- ☐ 63-Dischargeability - §523(a)(8), student loan
- ☐ 64-Dischargeability - §523(a)(15), divorce or separation obligation (other than domestic support)
- ☐ 6 5 -Dischargeability - other

FRBP 70 01(7) – Injunctive Relief
- ☒ 71 -Injunctive relief- imposition of stay
- ☒ 72-Injunctive relief - other

FRBP 70 01(8) Subordination of Claim or Interest
- ☐ 81 -Subordination of claim or interest

FRBP 70 01(9) Declaratory Judgment
- ☐ 91 -Declaratory judgment

FRBP 70 01(10) Deter mi nation of Remove d Act ion
- ☐ 01 -Determination of removed claim or cause

Other
- ☐ SS-SIPA Case - 15 U.S.C. §§78aaa *et.seq.*
- ☐ 02-Other (e.g. other actions that would have been brought in state court if unrelated to bankruptcy case)

☐ Check if this case involves a substantive issue of state law	☐ Check if this is asserted to be a class action under FRCP 23
☐ Check if a jury trial is demanded in complaint	☐ Demand $

Other Relief Sought

American LegalNet, Inc.
www.FormsWorkFlow.com

B1040 (FORM 1040) (12/15)

BANKRUPTCY CASE IN WHICH THIS ADVERSARY PROCEEDING ARISES		
NAME OF DEBTOR Verity Health System of California, Inc., et al.	BANKRUPTCY CASE NO.	
DISTRICT IN WHICH CASE IS PENDING US Bankruptcy Court, Central District of California	DIVISION OFFICE Los Angeles	NAME OF JUDGE
RELATED ADVERSARY PROCEEDING (IF ANY)		
PLAINTIFF	DEFENDANT	ADVERSARY PROCEEDING NO.
DISTRICT IN WHICH ADVERSARY IS PENDING	DIVISION OFFICE	NAME OF JUDGE
SIGNATURE OF ATTORNEY (OR PLAINTIFF) 		
DATE August 31, 2018	PRINT NAME OF ATTORNEY (OR PLAINTIFF) Samuel R. Maizel	

INSTRUCTIONS

The filing of a bankruptcy case creates an "estate" under the jurisdiction of the bankruptcy court which consists of all of the property of the debtor, wherever that property is located. Because the bankruptcy estate is so extensive and the jurisdiction of the court so broad, there may be lawsuits over the property or property rights of the estate. There also may be lawsuits concerning the debtor's discharge. If such a lawsuit is filed in a bankruptcy court, it is called an adversary proceeding.

A party filing an adversary proceeding must also must complete and file Form 1040, the Adversary Proceeding Cover Sheet, unless the party files the adversary proceeding electronically through the court's Case Management/Electronic Case Filing system (CM/ECF). (CM/ECF captures the information on Form 1040 as part of the filing process.) When completed, the cover sheet summarizes basic information on the adversary proceeding. The clerk of court needs the information to process the adversary proceeding and prepare required statistical reports on court activity.

The cover sheet and the information contained on it do not replace or supplement the filing and service of pleadings or other papers as required by law, the Bankruptcy Rules, or the local rules of court. The cover sheet, which is largely self-explanatory, must be completed by the plaintiff's attorney (or by the plaintiff if the plaintiff is not represented by an attorney). A separate cover sheet must be submitted to the clerk for each complaint filed.

Plaintiffs and **Defendants.** Give the names of the plaintiffs and defendants exactly as they appear on the complaint.

Attorneys. Give the names and addresses of the attorneys, if known.

Party. Check the most appropriate box in the first column for the plaintiffs and the second column for the defendants.

Demand. Enter the dollar amount being demanded in the complaint.

Signature. This cover sheet must be signed by the attorney of record in the box on the second page of the form. If the plaintiff is represented by a law firm, a member of the firm must sign. If the plaintiff is pro se, that is, not represented by an attorney, the plaintiff must sign.

American LegalNet, Inc.
www.FormsWorkFlow.com