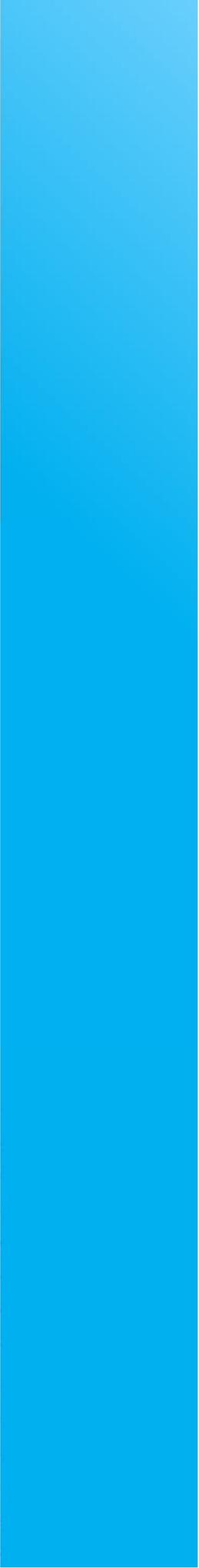




Tulare Local Healthcare District

Proposal for Insurance Services

EFFECTIVE: 07/01/23 - 07/01/24



MARSH MCLENNAN AGENCY TEAM

CLIENT ADVOCATE

Client Executive **BRETT BUCHANAN**
E: Brett.Buchanan@MarshMMA.com
T: 415-230-7208

WORLD CLASS SERVICE TEAM

Client Executive **RACHELLE HOELZER**
E: Rachele.Hoelzer@MarshMMA.com
T: 858-587-7541

Client Manager **AMY PRICE**
E: Amy.Price@MarshMMA.com
T: 858-875-3096

Property/Casualty Claims **YVETTE BEAUBIEN**
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Workers Comp. Claims **TIFFANY BACA**
E: Tiffany.Baca@MarshMMA.com
T: 858-587-7165

Risk & Loss Advisor **CECILIA DEAN**
E: Cecilia.Dean@MarshMMA.com
T: 858-587-7451

Certificates **AMY PRICE**
E: Amy.Price@MarshMMA.com
T: 858-875-3096

SERVICING OFFICE

San Diego 9171 Towne Centre Dr., Ste. 100
San Diego, CA 92122
Phone: (858) 457-3414 / (800) 321-4696
Fax: (858) 452-7530
www.MarshMMA.com

REPORT ALL CLAIMS AND CIRCUMSTANCES TO

Client Executive **RACHELLE HOELZER**
E: Rachele.Hoelzer@MarshMMA.com
T: 858-587-7541



SCHEDULE OF NAMED INSUREDS

NAMED INSURED AND MAILING ADDRESS

Tulare Local Healthcare District
869 N. Cherry St.
Tulare, CA 93274

SCHEDULE OF NAMED INSUREDS

This is our understanding of your entire list of named insureds. This list may or may not appear on every policy. Each policy should be reviewed to confirm the appropriate list of named insureds.

Tulare Local Healthcare District
DBA Tulare Regional Medical Center
Tulare Hospital Foundation (inactive)
Mineral King Lab (Inactive)
Tulare Hospital Auxiliary (Inactive)
Tulare Family X-Ray (Inactive)
Tulare Physical Therapy (Inactive)
Tulare District Health Care System Foundation (Inactive)
Tulare District Health Care System Lab Drawing Station (Inactive)
Tulare Surgical Services (Inactive)

RENEWAL DASHBOARD

FACTORS IMPACTING RENEWAL

GENERAL MARKET CONDITIONS

Property	Increasing	17% ▲
General Liability/Umbrella	Upward Trend	5% ▲
Management Liability	Increasing	20% ▲
Auto	Increasing	20% ▲

EXPOSURES

Total Insurable Values
Employee Count

EXPIRING

\$ 218,521,072
50

RENEWAL

\$ 210,204,193
61

VARIANCE

-4%
22%

MARKETING STRATEGY

A broad marketing of the property program was conducted to ensure best terms.

Carriers declined due to not being competitive with incumbent carrier and overall tough CA Healthcare market where carriers aren't looking to write new hospital exposure in California due to COVID-19.

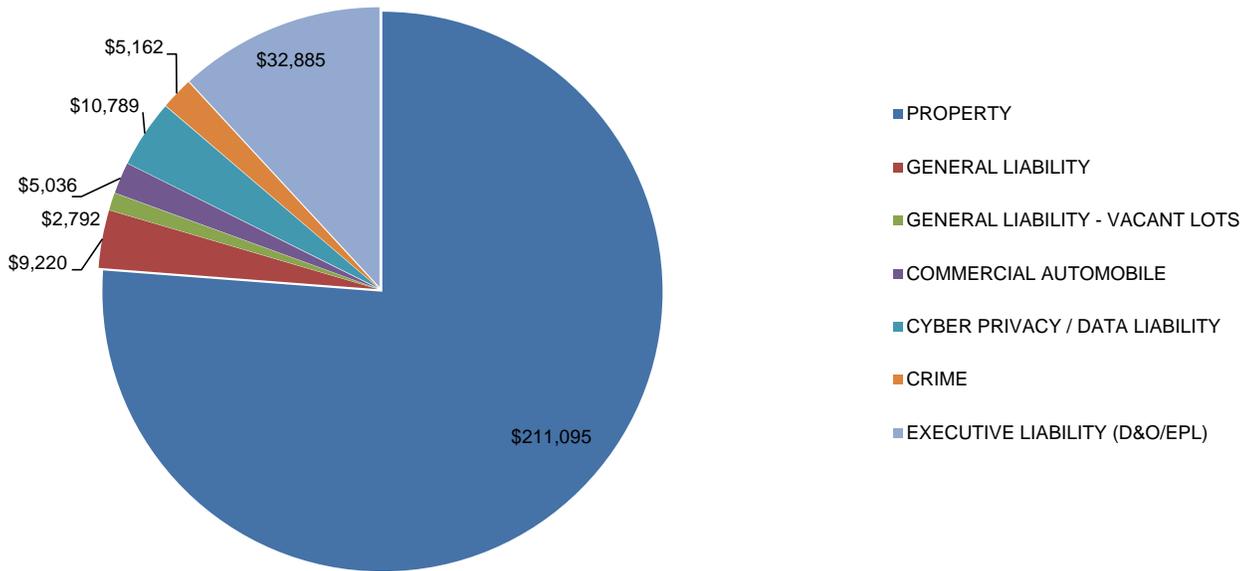
RESULTS

RATES

Property	5% ▲
General Liability	8% ▲
Auto	6% ▲
Management Liability	-14% ▼
Cyber Liability	-28% ▼

PREMIUM SUMMARY

COVERAGE	EXPIRING	RENEWAL	CHANGE
POLICY TERM	07/01/22 - 07/01/23	07/01/23 - 07/01/24	
PROPERTY	\$ 209,125	\$ 211,095	0.94%
GENERAL LIABILITY	\$ 8,537	\$ 9,220	8.00%
GENERAL LIABILITY - EVOLUTIONS	\$ 23,313	\$ 28,428	21.94%
GENERAL LIABILITY - VACANT LOTS	\$ 661	\$ 2,792	322.31%
COMMERCIAL AUTOMOBILE	\$ 4,751	\$ 5,036	6.00%
CYBER PRIVACY / DATA LIABILITY	\$ 21,662	\$ 10,789	-28.08%
CRIME	\$ 5,094	\$ 5,162	1.33%
EXECUTIVE LIABILITY (D&O/EPL)	\$ 31,318	\$ 32,885	5.00%
YEAR OVER YEAR PREMIUM	\$ 304,461	\$ 305,407	0.31%



CARRIER SUMMARY

INSURER	STATUS	AM BEST	PREMIUM	COMMENTS	POLICY FORM
GENERAL LIABILITY / AUTO					
BETA (incumbent)	N/A	A IX	\$ 9,220	General Liability	Occurrence
			\$ 5,036	Commercial Auto	Occurrence
AIG				Declined - Cannot compete/ Min \$20k Auto	
Chubb				Declined - UW Guidelines	
Travelers				Declined - Cannot Compete with BETA	
CNA				Declined - No Appetite for LRO Hospital Occupancy	
Hartford				Declined - UW Appetite/Pricing	
Liberty Mutual				Declined - UW Guidelines	
Nationwide				Declined - Hospital + Fitness Center	
QBE				Declined - Operations	
Zurich				Declined - Require WC to Write Hospital Risks	
PROPERTY					
Affiliated FM (incumbent)	Admitted	A+ XV	\$ 211,095	Quoted	Occurrence
Chubb				Declined - UW Guidelines	
Travelers				Declined - Cannot Compete with AFM	
CNA				Declined - No Appetite for LRO Hospital Occupancy	
Hartford				Declined - UW Appetite/Pricing	
Liberty Mutual				Declined - UW Guidelines	
Nationwide				Declined - Hospital + Fitness Center	
QBE				Declined - Exceeds \$200M Property Max	
Zurich				Declined - Inadequate Sprinklers/ Tower Construction	
GENERAL LIABILITY - VACANT LAND					
Northfield Insurance	Non-Admitted	A++ XV	\$ 2,792	Quoted	Occurrence
GENERAL LIABILITY - EVOLUTIONS					
Nautilus Insurance Company	Non-Admitted	A+ XV	\$ 28,428	Quoted	Occurrence
CYBER LIABILITY					
Tokio Marine (Incumbent)	Non-Admitted	A++ XV	\$ 15,580	Quoted - \$3M x \$25k Retention	Claims Made
Ambridge	Non-Admitted	A XV	\$ 10,863	Quoted - \$3M x \$5k Retention (Subjectivities Required)	Claims Made
At-Bay	Non-Admitted	A- IX	\$ 10,789	Quoted - \$3M x \$5k Retention	Claims Made
Coalition	Non-Admitted	A- VII	\$ 14,648	Quoted - \$3M x \$10k Retention	Claims Made
Cowbell	Non-Admitted		\$ 5,206	Quoted - \$1M x \$10k Retention (Cannot offer full limits)	Claims Made
Beazley				Declined - \$2M Maximum Limit	
CelerityPro				Declined - Cannot Compete	
CFC				Declined - Outside Underwriting Appetite	
Corvus				Declined - Cannot Compete	
E-Risk				Declined - \$2M Maximum Limit	
Hartford				Declined - Underwriting Appetite	
Westchester				Declined - Cannot Compete	
DIRECTORS & OFFICERS / EMPLOYMENT PRACTICES LIABILITY					
BETA (Incumbent)	N/A	A IX	\$ 32,885	Quoted	Claims Made
ANV				Declined - Cannot Match Limits	
Berkley				Declined - Class of Business	
IAT				Declined - Cannot Compete with BETA	
MunichRe				Declined - Cannot Match BETA's Pricing or Retentions	
RSUI				Declined - BETA Pricing Too Low	
CRIME					
AIG (Incumbent)	Admitted	A XV	\$ 5,162	Quoted	Claims Made

NON-ADMITTED CARRIER DISCLOSURE NOTICE

Insurer is not admitted or licensed by your home state. As such, insureds under this policy are not protected by any state guaranty fund in the event the insurer becomes insolvent. Surplus Lines taxes and fees may apply and are subject to change based upon respective Home State NRRA regulatory updates.

CLAIMS MADE POLICY

A policy providing coverage that is triggered when a claim is made against the insured during the policy period and after any applicable retroactive/continuation dates stated in the policy. All claims must be reported within a specified time as described in the policy form. Timely reporting is required to minimize claim denial for late notice. Circumstances that may lead to a claim must also be reported within a specified time as described in the policy form. Each carrier has specific claims made wording, please refer to policy form for carrier specific reporting guidelines.

KEY TO AM BEST FINANCIAL STRENGTH RATING

Superior: A++, A+

Excellent: A, A-

Very Good: B++, B+

KEY TO AM BEST FINANCIAL SIZE RATING (IN \$MILLIONS)

Class I	Up to \$1	Class IX	\$250 to 500
Class II	\$1 to 2	Class X	\$500 to 750
Class III	\$2 to 5	Class XI	\$750 to 1,000
Class IV	\$5 to 10	Class XII	\$1,000 to 1,250
Class V	\$10 to 25	Class XIII	\$1,250 to 1,500
Class VI	\$25 to 50	Class XIV	\$1,500 to 2,000
Class VII	\$50 to 100	Class XV	\$2,000 or greater
Class VIII	\$100 to 250		

KEY TO AM BEST OUTLOOK

Positive	Indicates possible rating upgrade due to favorable financial/market trends relative to the current rating level.
Stable	Indicates low likelihood of a rating change due to stable financial/market trends.
Negative	Indicates possible rating downgrade due to unfavorable financial / market trends relative to the current rating level.

DISCLAIMER

This document is for presentation purposes only. The precise coverage afforded is subject to the terms, conditions and exclusions of the policies as issued. Marsh & McLennan Insurance Agency LLC makes no representations, either expressed or implied, as to the adequacy of any limits of protection. Determination of the adequacy of the limits of protection is your responsibility. CA Insurance Lic. 0H18131 | MarshMMA.com

COVERAGE TERMS AND COMPARISON

PROPERTY	EXPIRING	RENEWAL	CHANGE
	AFFILIATED FM	AFFILIATED FM	
COVERAGE TERM	07/01/22 - 07/01/23	07/01/23 - 07/01/24	
Per Occurrence Limit	\$ 218,521,072	\$ 210,204,193	-3.81%
Blanket Real Property	Included	Included	
Blanket Personal Property	Excluded Locations Scheduled	Excluded Locations Scheduled	
Blanket Business Interruption - Rental Income	Included	Included	
Extra Expense	\$ 2,500,000	\$ 2,500,000	
Flood - Annual Aggregate	\$ 85,000,000	\$ 85,000,000	
Earthquake Sprinkler Leakage (EQSL)	\$ 5,000,000	\$ 5,000,000	
Course of Construction	Included	\$ 1,000,000	
DEDUCTIBLE			
Each Loss Except	\$ 100,000	\$ 100,000	
Earthquake Sprinkler Leakage - Per Location	1% / \$100K Minimum	1% / \$100K Minimum	
RATING BASIS			
Total Insurable Values	\$ 218,521,072	\$ 210,204,193	-3.81%
Rate for Comparison - per \$100 of Values	0.096	0.100	4.94%
Premium	\$ 209,125	\$ 211,095	0.94%
<i>*Terrorism Included in Premium</i>			
Conditions	<p>Vacant Locations: After 60 days from the date a location becomes vacant, coverage at such location is subject to the following condition: The Insured must maintain the same degree of fire protection, watch and alarm service, and heating and air conditioning as existed prior to the location becoming vacant. If the above condition is not met, the valuation of the insured physical loss amount under this Policy will be as of the date of loss at the place of loss, and for no more than the interest of the Insured based on the lesser of:</p> <ol style="list-style-type: none"> 1. On property offered for sale on the date of the loss, the selling price. 2. On property scheduled for demolition, the increased cost of demolition, if any, directly resulting from insured loss. 3. The cost to repair or replace. 4. The actual cash value. <p>Vacant means:</p> <ol style="list-style-type: none"> 1. The Real Property is unoccupied or the property does not contain enough personal property, machinery or equipment to conduct customary business operations or services; 2. The Insured is the owner, or lessor, and 30% or less of the total rentable square footage of the location is leased, rented or occupied; or 3. The Insured is the lessee and the area rented to the Insured does not contain enough personal property, machinery or equipment to conduct customary business operations or services. <p>Real Property that is under active construction or renovation is not considered vacant unless construction or renovation has ceased for more than 60 consecutive days.</p>		
Endorsements	Per Policy Form; Including But Not Limited To: Special Form Coverage Agreed Amount Replacement Cost Coverage	Building Ordinance Worldwide Territory Newly Acquired Property \$2,500,000 Communicable Disease \$1,000	
Exclusions	Per Policy Form; Including But Not Limited To: Date Recognition Mold & Mildew Terrorism (Additional Premium \$5,000) Earth Movement Raw materials, stock and supplies, and finished goods Damage from rain/sleet/snow to interior portions of buildings under construction when the installation of roof, walls, or windows has not been completed	Personal Property Excluded at the following locations: 869 North Cherry Street, Tulare, CA, 93274 869 North Cherry Street, Tulare, CA, 93274 935-945 Gem Street, Tulare, CA, 93274 890 North Cherry Street, Tulare, CA, 93274 906 North Cherry Street, Tulare, CA, 93274 1050 North Cherry Street, Tulare CA 93274	
Subjectivities	Signed Terrorism Form		

STATEMENT OF VALUES

POLICY TERM: 07/01/23 - 07/01/24

NO.	BLDG.	ADDRESS	DESCRIPTION	BUILDING TYPE	STORIES	YEAR BUILT	SQ. FT.	SPRINK.	ALARM	BUILDING	RCE VALUATION 6/5/23	BUSINESS PERSONAL PROPERTY	COMPUTER HARDWARE & SOFTWARE	BUSINESS INTERRUPTION	TOTAL INSURED VALUE
1.	1.	869 Cherry Street Tulare, CA 93274	Hospital	Reinforced Concrete	3	1951	124,359	N	Y	\$ 72,974,875	\$ 79,926,056	\$ -	Included	\$ 5,493,173	\$ 85,419,229
		869 Cherry Street Tulare, CA 93274	Course of Construction New Tower 1	Metal Framing / Concrete	4		115,000	Y	Y	\$ 72,323,468	\$ 75,606,480	\$ -		Included	\$ 75,606,480
1.	2.	869 Cherry Street Tulare, CA 93274	Laundry / Pump House	Reinforced Concrete	1	1951	3,240	N	Y	\$ 864,507	\$ 1,068,194	\$ -	Included	Included	\$ 1,068,194
1.	3.	869 Cherry Street Tulare, CA 93274	Allied Services Building	Steel Frame	2	1987	21,040	N	Y	\$ 2,880,418	\$ 7,709,955	\$ -	Included	Included	\$ 7,709,955
3.	1.	935 - 945 Gem St Tulare, CA 93274	Medical Office Building	Frame	1	1978	6,000	N	Y	\$ 1,880,822	\$ 1,966,748	\$ -	Included	Included	\$ 1,966,748
4.	1.	890 Cherry Street Tulare, CA 93274	Pathology Lab	Concrete Tilt Up	1	1968	2,280	N	Y	\$ 1,001,763	\$ 1,042,652	\$ -	Included	Included	\$ 1,042,652
5.	1.	906 Cherry Street Tulare, CA 93274	Foundation	Concrete Tilt Up	1	1979	1,044	N	Y	\$ 398,024	\$ 416,208	\$ -	Included	Included	\$ 416,208
11.	1.	1050 Cherry Street Tulare, CA 93274	Medical Office Building	Steel Frame	1		6,977	Y	Y	\$ 2,936,990	\$ 2,987,847	\$ -	Included	Included	\$ 2,987,847
12.	1.	1425 E. Prosperity St Tulare, CA 93274	Evolutions Medical Fitness / Rehab Center	Steel Frame	2	2005	55,970	Y	Y	\$ 23,010,205	\$ 21,827,792	\$ 2,500,000	Included	\$ 629,088	\$ 24,956,880
14.	1.	446 Prosperity Ave Tulare, CA 93274	Storage Facility Location					Y	Y	\$ -		\$ 9,000,000	Included	Included	\$ 9,000,000
TOTAL										\$ 178,271,072	\$ 192,551,932	\$ 11,500,000	\$ -	\$ 6,122,261	\$ 210,174,193

COVERAGE TERMS AND COMPARISON

		EXPIRING	RENEWAL	CHANGE
GENERAL LIABILITY		BETA GL ONLY	BETA GL ONLY	
COVERAGE TERM		07/01/22 - 07/01/23	07/01/23 - 07/01/24	
Per Occurrence Limit		\$ 3,000,000	\$ 3,000,000	
General Aggregate		\$ 5,000,000	\$ 5,000,000	
HCL COVERAGE INCLUDES:				
Professional Liability		Excluded	Excluded	
General Liability		Included	Included	
Bodily Injury & Property Damage		Included	Included	
Personal & Advertising Injury		Included	Included	
Employee Benefits Liability		Included	Included	
DEDUCTIBLE				
Each Claim - Indemnity Only		\$ 10,000	\$ 10,000	
		Premium \$ 8,537	\$ 9,220	8.00%
Conditions	General Liability - Occurrence Form	All defense expenses are paid outside the per occurrence limits. All sub-limits are subject to the per occurrence and aggregate limits.		
Endorsements	Per Policy Form; Including But Not Limited To: Additional Insureds – Lessors of Premises or Equipment	Employee Benefit Liability Fire and Water Damage Legal Liability sub-limit of \$500,000 each occurrence/\$500,000 annual aggregate		
Exclusions	Per Policy Form; Including But Not Limited To: Pollution – Hostile Fire Exception Employment Practices Liability	Nuclear Energy Liability Asbestos Professional Liability		
Subjectivities	None			

MARKETING / ADDITIONAL COVERAGE OPTIONS	CARRIER	LIMIT	PREMIUM
Reduced General Liability Limits	BETA	\$2M Occur./\$4M Agg.	\$ 8,330

COVERAGE TERMS AND COMPARISON

		EXPIRING	RENEWAL	CHANGE
GENERAL LIABILITY - EVOLUTIONS		NAUTILUS	NAUTILUS	
COVERAGE TERM		07/01/22 - 07/01/23	07/01/23 - 07/01/24	
General Aggregate		\$ 2,000,000	\$ 2,000,000	
Products/ Completed Operations Aggregate		Included	Included	
Personal & Advertising Injury		\$ 1,000,000	\$ 1,000,000	
Each Occurrence		\$ 1,000,000	\$ 1,000,000	
Damage to Rented Premises		\$ 100,000	\$ 100,000	
Medical Expenses (any one person)		Excluded	Excluded	
Sexual Abuse and Molestation				
Per Claim		\$ 100,000	\$ 100,000	
Aggregate		\$ 300,000	\$ 300,000	
Swimming Pool Liability		Included	Included	
DEDUCTIBLE				
Each Claim - Bodily Injury/ Property Damage		\$ 500	\$ 500	
RATING BASIS				
Gross Sales		1,790,477	2,082,180	16.29%
Rate for Comparison - per \$1,000 Sales		13.02	13.65	4.86%
		Annualized Premium \$ 23,313	\$ 28,428	21.94%
Conditions	General Liability - Occurrence Form	Minimum Earned Premium: 25%		
Premium	Premium is Auditable based on Gross Sales	Minimum Earned and Deposit - No Return Premium at Audit		
Endorsements	Per Policy Form; Including But Not Limited To: Sexual Abuse & Molestation Sublimit Designated Professional Services Liability			
Exclusions	Per Policy Form; Including But Not Limited To: Employment Related Practices Terrorism Silica or Silica-Related Dust Nuclear Energy Liability Injury To Employees, Contractors, Volunteers and Other Workers Medical Payments Punitive or Exemplary Damages Pollution Subsidence or Movement of Soil, Land, Bedrock or Earth Microorganisms, Biological Organisms, Bioaerosols or Organic Contaminants	Swimming Pool Barrier Requirement Events Conditional Exclusion - Lifesaving Equipment Unmanned Aircraft, Other Than Unmanned Aircraft, Auto or Watercraft Trampolines Communicable or Infectious Disease Cyber Incident Perfluoroalkyl and Polyfluoroalkyl Substances (PFAS) Water-Related Recreational Equipment (Designated Water-Related Recreational Equipment Excepted) Tanning Amendment of Liquor Liability Exclusion Asbestos		
Surplus Lines	This policy is quoted with a non-admitted insurance carrier. The insurer is not admitted or licensed by your Home State. As such, insureds under this policy are not protected by any state guaranty fund in the event of the insurer becomes insolvent. Surplus Lines taxes and fees may apply and are subject to change based upon respective Home State NRRRA regulatory updates.			
Subjectivities	Completed, Signed Supplemental Application Signed ACORD Applications			

COVERAGE TERMS AND COMPARISON

		EXPIRING	RENEWAL	CHANGE
GENERAL LIABILITY - VACANT LAND		CRUM & FORSTER	NORTHFIELD INSURANCE	
COVERAGE TERM		07/01/22 - 07/01/23	07/01/23 - 07/01/24	
General Aggregate Limit		\$ 2,000,000	\$ 2,000,000	
Each Occurrence Premises/Operations Limit		\$ 1,000,000	\$ 1,000,000	
Products & Completed Operations Limit		\$ 2,000,000	\$ 2,000,000	
Advertising Injury and Personal Injury Aggregate Limit		\$ 1,000,000	\$ 1,000,000	
Damage to Premises Rented to You Limit		\$ 100,000	\$ 100,000	
Medical Expenses Each Person Limit		\$ 5,000	\$ 5,000	
DEDUCTIBLE				
Each Claim		\$ -	\$ -	
RATING BASIS				
Vacant Land Acreage		3	6	
Parking Lot Square Footage		-	27,670	
Premium (Including Taxes & Fees)		\$ 661	\$ 2,792	322.31%
Conditions	Occurrence Form Defense Costs in Addition to Limits			
Premium	Minimum Earned Premium 25% All Fees Fully Earned at Inception No Flat Cancellations			
Endorsements	Designated Premises			
Exclusions	Per Policy Form; Including But Not Limited To: Nuclear Energy Hazardous Materials Fungi/Bacteria Cyber Employment Practices Liability Intercompany Products Suits Professional Liability Terrorism Communicable Disease Subsidence Construction Activities			
Surplus Lines	This policy is quoted with a non-admitted insurance carrier. The insurer is not admitted or licensed by your Home State. As such, insureds under this policy are not protected by any state guaranty fund in the event of the insurer becomes insolvent. Surplus Lines taxes and fees may apply and are subject to change based upon respective Home State NRRRA regulatory updates.			
Subjectivities	Signed ACORD Application Signed Terrorism Form Signed D-1 Completed and Signed Supplemental Application A favorable inspection is required within 35 days of binding			

SCHEDULE OF LOCATIONS		CITY, STATE	STATE	ZIP
Vacant Land	922 North Cherry St.	Tulare, CA	CA	93274
Vacant Land	591 East Merritt Ave, 979 North Gem Street	Tulare, CA	CA	93274
Vacant Bldg	874 North Cherry St.	Tulare, CA	CA	93274
Vacant Land	1046 North Cherry Street (TMC)	Tulare, CA	CA	93274
Vacant Land	1084 North Cherry Street (TMC)	Tulare, CA	CA	93274
Vacant Land	1090 North Cherry Street (TMC)	Tulare, CA	CA	93274
Vacant Land	Parking Lot on corner of Gem & Terrace	Tulare, CA	CA	93274

COVERAGE TERMS AND COMPARISON

COMMERCIAL AUTOMOBILE	EXPIRING	RENEWAL	CHANGE
	BETA	BETA	
COVERAGE TERM	07/01/22 - 07/01/23	07/01/23 - 07/01/24	
Per Accident - Combined Single Limit	\$ 1,000,000	\$ 1,000,000	
Medical Payments	\$ 5,000	\$ 5,000	
Description of Covered Autos	Any Auto	Any Auto	
PHYSICAL DAMAGE COVERAGE *LIMIT			
Comprehensive Deductible	\$ 250	\$ 250	
Collision Deductible	\$ 500	\$ 500	
HIRED CAR PHYSICAL DAMAGE COVERAGE			
Comprehensive Deductible	\$ 250	\$ 250	
Collision Deductible	\$ 500	\$ 500	
RATING BASIS			
# Autos	1	1	
Premium*	\$ 4,751	\$ 5,036	6.00%
<i>*Annualized to Include Owned Auto</i>			
Conditions	Occurrence Form		
Endorsements	Per Policy Form; Including But Not Limited To: Hired Auto Physical Damage		
Exclusions	Per Policy Form; Including But Not Limited To: Pollution Contractual Liability		
Subjectivities	None		

COMPANY VEHICLES

	YEAR	MAKE/ MODEL	VIN	COST NEW
1	2019	Ford F-150	1FTMF1CB6KKE96450	\$37,132

COVERAGE TERMS AND COMPARISON

CYBER PRIVACY / DATA LIABILITY	EXPIRING	RENEWAL - OPTION I		RENEWAL - OPTION II	CHANGE
	TMHCC	TMHCC	AT-BAY		
Coverage Term	01/31/22 - 07/01/23	07/01/23 - 07/01/24	07/01/23 - 07/01/24		
POLICY AGGREGATE LIMIT OF LIABILITY	\$ 3,000,000	\$ 3,000,000	\$ 3,000,000	\$ 3,000,000	
Breach Event Costs Outside the Limit	INCLUDED	NOT INCLUDED	NOT INCLUDED		
THIRD PARTY COVERAGE					
Multimedia Liability	\$ 3,000,000	\$ 3,000,000	\$ 3,000,000	\$ 3,000,000	
Security and Privacy Liability	\$ 3,000,000	\$ 3,000,000	\$ 3,000,000	\$ 3,000,000	
Privacy Regulatory Defense & Penalties	\$ 3,000,000	\$ 3,000,000	\$ 3,000,000	\$ 3,000,000	
PCI DSS Liability	\$ 3,000,000	\$ 3,000,000	\$ 3,000,000	\$ 3,000,000	
Bodily Injury Liability	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000	
Property Damage Liability	\$ 50,000	\$ 50,000	\$ -	\$ -	
TCPA Defense	\$ 50,000	\$ 50,000	\$ -	\$ -	
FIRST PARTY COVERAGE					
Breach Event Costs	\$ 3,000,000	\$ 3,000,000	\$ 3,000,000	\$ 3,000,000	
Post Breach Remediation	\$ 25,000	\$ 25,000	\$ -	\$ -	
BrandGuard Coverage (Reputational Loss)	\$ 3,000,000	\$ 3,000,000	\$ 3,000,000	\$ 3,000,000	
System Failure Coverage	\$ 3,000,000	\$ 3,000,000	\$ 3,000,000	\$ 3,000,000	
Dependent Business Loss from Security Breach or System Failure	\$ 1,000,000	\$ 3,000,000	\$ 3,000,000	\$ 3,000,000	200.00%
Cyber Extortion	\$ 3,000,000	\$ 3,000,000	\$ 3,000,000	\$ 3,000,000	
Bricking Loss	\$ 3,000,000	\$ 3,000,000	\$ 3,000,000	\$ 3,000,000	
Property Damage Loss	\$ 50,000	\$ 50,000	\$ -	\$ -	
Reward Expenses	\$ 50,000	\$ 50,000	\$ -	\$ -	
Court Attendance Costs	\$ 25,000	\$ 25,000	\$ -	\$ -	
E-CRIME					
Financial Fraud	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000	
Telecommunications & Utilities Fraud	\$ 250,000	\$ 250,000	\$ 3,000,000	\$ 3,000,000	
Your Phishing Fraud Loss	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000	
Client Phishing Fraud Loss	\$ 50,000	\$ 100,000	\$ -	\$ -	100.00%
Cyber Crime Aggregate	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000	
RETENTIONS					
Each Incident, Claim or Loss	\$ 25,000	\$ 25,000	\$ 5,000	\$ 5,000	
Aggregate Deductible	\$ 75,000	\$ 75,000	N/A	N/A	
BrandGuard Coverage Waiting Period	2 Weeks	2 Weeks	None	None	
BrandGuard Coverage Period of Restoration	6 Months	6 Months	210 Days	210 Days	
Non-Physical Business Interruption Waiting Period	8 Hours	8 Hours	8 Hours	8 Hours	
Non-Physical Business Interruption Period of Restoration	6 Months	6 Months	210 Days	210 Days	
Dependent System Failure Waiting Period	12 Hours	12 Hours	8 Hours	8 Hours	
Dependent System Failure Period of Indemnity	4 Months	4 Months	210 Days	210 Days	
Court Attendance Coverage	\$ -	\$ -	N/A	N/A	
Estimated Term Premium	\$ 30,684	N/A	N/A	N/A	
Annualized Premium	\$ 21,662	\$ 15,580	\$ 10,789	\$ 10,789	-28.08%
Endorsements	Per Policy Form, Including but not limited to: Post Breach Remedial Services Endorsement War and Civil War Exclusion Asbestos, Pollution, and Contamination Exclusion Endorsement Cap on Losses Arising Out of Certified Act of Terrorism Nuclear Exclusion Sanction Limitation and Exclusion Clause	Policyholder Disclosure Notice of Terrorism Insurance Coverage California Amendatory Endorsement MMA Amendatory Endorsement Amend Other Insurance Clause - Primary with Respect to Breach Response Services and First Party Loss State Consumer Privacy Statutes Endorsement			
Exclusions	Per Policy Form, Including but not limited to: New 2023 - Biometric Claims Sublimit - \$100,000 Unlawful collection, acquisition or retention of personally identifiable information Obligations under a Merchant Services Agreement Antitrust, Unfair Competition Patent, trade secrets, software code copyright Theft of money and securities	Claims brought by or on behalf of the Federal Trade Commission, the Federal Communications Commission, or any other state, federal, local or foreign governmental entity; carve back for Insuring Agreement C or providing of Privacy Breach Response Services Intentional Dishonest / Fraudulent / Criminal / Malicious Acts - coverage applies to Entity and excludes perpetrators			
Claims Made	Claims under this policy must be submitted by you to the insurer during the policy period, or within a specific number of days as stated in the policy, after the expiration of the policy, for coverage to apply.				
Surplus Lines	This policy is quoted with a non-admitted insurance carrier. The insurer is not admitted or licensed by your Home State. As such, insureds under this policy are not protected by any state guaranty fund in the event of the insurer becomes insolvent. Surplus Lines taxes and fees may apply and are subject to change based upon respective Home State NRRRA regulatory updates.				

COVERAGE TERMS AND COMPARISON

Breach Hotline	<p>Report any Claim or potential Claim to: Tokio Marine HCC Cyber & Professional Lines Group Claims Department 16501 Ventura Blvd., Suite 200 Encino, CA 91436 Claims Telephone Number: 888-627-8995 Claims Email Address: CyberClaims@tmhcc.com</p>
Subjectivities	<p><u>TMHCC Option</u> Prior to Binding: 1. Is the Insured using any pixels, tracking beacons or similar tracking technology on its website(s) or patient portal? This includes but is not limited to Meta pixels. Unless measures have been implemented to comply with HIPAA and any other applicable state or federal data privacy laws or such tracking technology is disabled prior to binding, an exclusion will be applied to the policy. 2. Complete details regarding the "Yes" answer to Question 10-A-5, regarding an unscheduled network outage. When did it occur and for how long was the system down? What were the total costs associated with the outage? What remediating steps were taken to prevent a similar incident from recurring?</p> <p>Due Within 7 Days of Binding 1. A signed Netgaurd & Ransomware application, dated within 45 days of the effective date. Please also include IT signature in section 5 of the application. (Please provide wet signature or e-verification.)</p> <p><u>At-Bay Option</u> A signed and dated version of the At-Bay insurance application. Application to be signed and dated by a member of the control group no more than 45 days before a bind is requested. In addition, the name and email address of at least one representative of the insured, for At-Bay's security monitoring communications</p>

COVERAGE TERMS AND COMPARISON

		EXPIRING	RENEWAL	CHANGE
EXECUTIVE LIABILITY (D&O/EPL)		BETA	BETA	
COVERAGE TERM		07/01/22 - 07/01/23	07/01/23 - 07/01/24	
Directors & Officers Liability Limit - Each Claim and Aggregate		\$ 3,000,000	\$ 3,000,000	
Employment Practices Liability Limit - Each Claim and Aggregate		\$ 3,000,000	\$ 3,000,000	
Policy Aggregate Limit		\$ 3,000,000	\$ 3,000,000	
Retentions (Per Loss)				
D&O Non-Indemnified Claims		\$ -	\$ -	
D&O Corporate Reimbursement for Indemnified Claims		\$ 10,000	\$ 10,000	
D&O Corporate Reimbursement for Entity-Related Claims		\$ 10,000	\$ 10,000	
Employment Practices Liability Claims		\$ 25,000	\$ 25,000	
DIRECTORS & OFFICERS LIABILITY				
Anti-trust coverage sub-limit per claim		\$ 1,000,000	\$ 1,000,000	
RATING BASIS				
Total Employee Count		50	61	22.00%
Rate for Comparison - per Employee		626.36	539.10	-13.93%
Annual Premium		\$ 31,318	\$ 32,885	5.00%
Policy Form	Claims Made & Reported Retroactive Date 9/24/19 Defense Costs Within Policy Limit Timely reporting is required to avoid a claim denial for late notice	All claims must be reported as soon as practicable but in no event shall such notice be given later than 30 days after either expiration date or any earlier cancellation date of the policy. Circumstances that may lead to a claim may be reported under this policy period and must be reported prior to policy expiration		
Extensions	Entity Coverage EPL Coverage	Antitrust Sublimit		
Exclusions: All Coverages	Per Policy Form; Including But Not Limited To: Prior Knowledge	Prior Notice		
D&O Exclusions	Per Policy Form; Including But Not Limited To: Dishonest / Fraudulent / Criminal Acts Illegal Personal Profit Breach of Contract Insured vs. Insured Bodily Injury / Property Damage / Personal Injury	Pollution Intellectual Property Professional Services Product Liability ERISA		
EPL Exclusions	Per Policy Form; Including But Not Limited To: Violations of Wage & Hour Laws Breach of Contract	Violations of Workers' Compensation, Social Security Disability Laws – With Retaliation Carveback Bodily Injury / Property Damage		
Conditions	Duty to Defend Insurer has right to appoint counsel Mergers / acquisitions must be reported	Defense costs incurred before notice of a claim to insurer, without the insurer's written approval or by unapproved counsel may not be paid		
Claims Made Notification	Claims under this policy must be submitted by you to the insurer during the policy period, or within a specific number of days as stated in the policy, after the expiration of the policy, for coverage to apply.			
Subjectivities	None			

COVERAGE TERMS AND COMPARISON

CRIME	EXPIRING	RENEWAL	CHANGE
	AIG	AIG	
COVERAGE TERM	07/01/22 - 07/01/23	07/01/23 - 07/01/24	
Employee Theft; per Loss	\$ 1,000,000	\$ 1,000,000	
Employee Theft; per Employee	\$ 1,000,000	\$ 1,000,000	
Forgery or Alteration	\$ 1,000,000	\$ 1,000,000	
Inside Premises; Theft of Money & Securities	\$ 1,000,000	\$ 1,000,000	
Inside Premises; Robbery, Safe Burglary, Other Property	\$ 1,000,000	\$ 1,000,000	
Outside Premises	\$ 1,000,000	\$ 1,000,000	
Money Orders & Counterfeit Money	\$ 1,000,000	\$ 1,000,000	
Computer Fraud	\$ 1,000,000	\$ 1,000,000	
Funds Transfer Fraud	\$ 1,000,000	\$ 1,000,000	
Social Engineering Fraud	\$ 100,000	\$ 100,000	
RETENTION			
Each Claim, Except	\$ 10,000	\$ 10,000	
Identity Fraud Expense Reimbursement & Claim Expense	\$ 25,000	\$ 25,000	
Premium	\$ 5,094	\$ 5,162	1.33%
Conditions	Loss Discovered Policy Form Worldwide Coverage	Mergers / acquisitions must be reported	
Endorsements	Per Policy Form; Including But Not Limited To: Government Entity Crime Endorsement		
Exclusions	Per Policy Form		
Subjectivities	None		

OTHER COVERAGES FOR DISCUSSION

This information has been prepared using an insurance coverage checklist. These items represent some of the possible gaps or deficiencies in the coverage currently provided

PROPERTY

Earthquake / Flood / Wind – Perils typically excluded from Property policy.

MISCELLANEOUS LIABILITY

Watercraft / Aircraft – Owned watercraft and aircraft typically excluded from the General Liability policy.

EXECUTIVE RISK

Kidnap / Ransom – Coverage provided in the event of kidnapping, extortion and various threats against the company and its employees.

EXCESS LIABILITY

Explore additional limits

COMPENSATION DISCLOSURE

Marsh & McLennan Agency LLC (“MMA”) prides itself on being an industry leader in the area of transparency and compensation disclosure. We believe you should understand how we are paid for the services we are providing to you. We are committed to compensation transparency and to disclosing to you information that will assist you in evaluating potential conflicts of interest.

As a professional insurance producer, MMA and its subsidiaries facilitate the placement of insurance coverage on behalf of our clients. As an independent insurance agent, MMA may have authority to obligate an insurance company on behalf of our clients and as a result, we may be required to act within the scope of the authority granted to us under our contract with the insurer. In accordance with industry custom, we are compensated either through commissions that are calculated as a percentage of the insurance premiums charged by insurers, or fees agreed to with our clients.

MMA engages with clients on behalf of itself and in some cases as agent on behalf of its non-US affiliates with respect to the services we may provide. For a list of our non-US affiliates, please visit: <https://mma.marshmma.com/non-us-affiliates>. In those instances, MMA will bill and collect on behalf of the non-US Affiliates amounts payable to them for placements made by them on your behalf and remit to them any such amounts collected on their behalf;

MMA receives compensation through one or a combination of the following methods:

- **Retail Commissions** – A retail commission is paid to MMA by the insurer (or wholesale broker) as a percentage of the premium charged to the insured for the policy. The amount of commission may vary depending on several factors, including the type of insurance product sold and the insurer selected by the client.
- **Client Fees** – Some clients may negotiate a fee for MMA’s services in lieu of, or in addition to, retail commissions paid by insurance companies. Fee agreements are in writing, typically pursuant to a Client Service Agreement, which sets forth the services to be provided by MMA, the compensation to be paid to MMA, and the terms of MMA’s engagement. The fee may be collected in whole, or in part, through the crediting of retail commissions collected by MMA for the client’s placements.
- **Contingent Commissions** – Many insurers agree to pay contingent commissions to insurance producers who meet set goals for all or some of the policies the insurance producers place with the insurer during the current year. The set goals may include volume, profitability, retention and/or growth thresholds. Because the amount of contingent commission earned may vary depending on factors relating to an entire book of business over the course of a year, the amount of contingent commission attributable to any given policy typically will not be known at the time of placement.
- **Supplemental Commissions** – Certain insurers and wholesalers agree to pay supplemental commissions, which are based on an insurance producer’s performance during the prior year. Supplemental commissions are paid as a percentage of premium that is set at the beginning of the calendar year. This percentage remains fixed for all eligible policies written by the insurer during the ensuing year. Unlike contingent commissions, the amount of supplemental commission is known at the time of insurance placement. Like contingent commissions, they may be based on volume, profitability, retention and/or growth.
- **Wholesale Broking Commissions** – Sometimes MMA acts as a wholesale insurance broker. In these placements, MMA is engaged by a retail agent that has the direct relationship with the insured. As the wholesaler, MMA may have specialized expertise, access to surplus lines markets, or access to specialized insurance facilities that the retail agent does not have. In these transactions, the insurer typically pays a commission that is divided between the retail and wholesale broker pursuant to arrangements made between them.
- **Medallion Program and Sponsorships** – Pursuant to MMA’s Medallion Program, participating carriers sponsor educational programs, MMA events and other initiatives. Depending on their sponsorship levels, participating carriers are invited to attend meetings and events with MMA executives, have the opportunity to provide education and training to MMA colleagues and receive data reports from MMA. Insurers may also sponsor other national and regional programs and events.
- **Other Compensation & Sponsorships** – From time to time, MMA may be compensated by insurers for providing administrative services to clients on behalf of those insurers. Such amounts are typically calculated as a percentage of premium or are based on the number of insureds. Additionally, insurers may sponsor MMA training programs and/or events.

We will be pleased to provide you additional information about our compensation and information about alternative quotes upon your request. For more detailed information about the forms of compensation we receive please refer to our Marsh & McLennan Agency Compensation Guide at <https://www.marshmma.com/us/compensation-guide.html>.

MMA's aggregate liability arising out of or relating to any services on your account shall not exceed ten million dollars (\$10,000,000), and in no event shall we be liable for any indirect, special, incidental, consequential or punitive damages or for any lost profits or other economic loss arising out of or relating to such services. In addition, you agree to waive your right to a jury trial in any action or legal proceeding arising out of or relating to such services. The foregoing limitation of liability and jury waiver shall apply to the fullest extent permitted by law.

We appreciate your business!



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