

SAINT LOUIS UNIVERSITY

HEALTH PROFESSIONAL LETTER OF INDEMNITY

1. NATURE AND EXTENT OF PROTECTION

- a. This protection is a voluntary undertaking by Saint Louis University, subject to the terms and limits set forth herein, to pay on behalf of those protected, all sums those protected may become legally obligated to pay as compensatory damages because of injury or death to any person arising out of the rendering of, or failure to render, health care services. The “sums” referred to in the preceding sentence shall include payment of judgments, settlements, attorneys’ fees, investigative fees, witness fees and other similar litigation expenses.
- b. Health professional liability protection is afforded to Saint Louis University employees and duly registered students of Saint Louis University at the Saint Louis University Medical Center for occurrences during the performance of health care related duties for, or under the auspices or direction of Saint Louis University, or during the performance by them of other health care activities with the permission or approval of Saint Louis University by and through the Dean of the School of Medicine or his/her designee.
 - i. As used herein, the term “employee” refers to full-time and part-time salaried faculty members of the various departments and schools of the Saint Louis University Medical Center, voluntary faculty members when serving under the direction and authorization of the appropriate dean, Saint Louis University residents, interns, and fellows, and any other person employed by Saint Louis University to render or assist in health care.
 - ii. As used herein, the term “student” means students at the Saint Louis University Medical Center and includes medical students, graduate students, undergraduate students, or any other person in student status as designated in writing by the Dean of the School of Medicine of Saint Louis University or his/her designee.
 - iii. The sole person authorized to grant the “permission or approval” referred to in Paragraph b is the Dean of the School of Medicine of Saint Louis University or his/her designee and the “permission or approval” shall be stated in writing except when the health care services of the employee or student are those customarily or regularly engaged in by persons employed or enrolled in Saint Louis University at the Saint Louis University Medical Center.
- c. Protection is afforded to each protected individual for professional services rendered as emergency aid in a “Good Samaritan” capacity.

- d. Protection is provided under this agreement to any person performing volunteer health services without remuneration, on or off the University's premises, only if their participation has been approved in advance and in writing by the Dean of the School of Medicine of Saint Louis University, or his/her designee, upon recommendation of the appropriate Department Chairperson.
- e. Full-time faculty members on sabbatical or other leave shall be covered only if they are receiving University salary during the period of leave, and only if their participation in providing health services has been approved in advance and in writing by the Dean of the School of Medicine of Saint Louis University, or his/her designee, and only if no remuneration other than salary from Saint Louis University is received by the faculty member for the performance of health care services.
- f. The protection provided hereunder shall be applicable only with respect to health care services rendered by the person seeking protection while such person is acting as an employee, student, or protected person within the meaning of this document and during the time this document is effective, and only to the extent provided by this document. If these conditions are met, the protection herein rendered is effective regardless of the status of the person seeking protection at the time a claim is asserted or any loss is settled or paid.
- g. Persons covered under this agreement may carry, or be entitled to the benefit of, other liability coverage. When there is other indemnity or insurance covering professional liability which would be available to the person seeking to be protected hereunder if this document and its protection did not exist, then the protection provided hereunder, including the defense of claims and suits against protected employees or students, shall be limited to the excess over and above such other indemnity or insurance and shall be void and inapplicable to the extent of such other indemnity protection or insurance. This is true regardless of any "other insurance" or similar language in such other indemnity or insurance agreements. For the protection of this document to be applicable as excess protection, the person covered by other indemnity or policy of insurance shall take all necessary measures to enforce the coverage provided by such other sources. If for any reason the protection herein provided be deemed or held to be on a contributing basis with other indemnity, protection or insurance, such contribution shall be on an equal basis with such other protection, and shall in no event be based on any ratio involving policy, coverage or indemnity limits.

2. EXCLUSIONS

This protection does not apply:

- a. To bodily injury and/or psychological injury to any employee of Saint Louis University arising out of, and in the course and scope of, his/her employment by Saint Louis University;
- b. To any obligation for which Saint Louis University or any insurance company as insurer of the person affected may be held liable under any Workers' Compensation, unemployment compensation, disability benefits law, or under any similar law;
- c. To injury or damage resulting from the acts or omissions of an employee or student while intoxicated, under the improper influence of drugs or narcotics, or engaged in a criminal act, or to harm willfully or intentionally caused, provided that this exclusion shall not be a bar to protection for any other employee or student against whom a claim is made as the result of such acts or omissions, unless said other employee or student participating in the providing of health services knew or should reasonably have been expected to know that the services performed, or to be performed, by another person providing services, were subject to the terms of this exclusion;
- d. To property damage to property owned, occupied or used by, rented to, or in the care, custody or control of, or over which physical control is being exercised for any purpose, by Saint Louis University, its employees or students;
- e. To any employment relationship with an employer other than Saint Louis University or any self-employment situation furnishing health care services, unless the protection of this document has been extended in writing, in advance, by the Dean of the School of Medicine of Saint Louis University or his/her designee;
- f. To any injury, claim, expense, demand, settlement, suit, judgment or damages involving undue familiarity, sexual intimacy, sexual misconduct or assault concomitant therewith;
- g. To statutory or other fines;
- h. To injury or damage resulting from acts or omissions of any employee or student that are contrary to law;
- i. To injury or damage resulting from acts or omissions of any employee or student that exceed or go beyond the scope of the written permission or approval previously granted by the Dean of the School of Medicine of Saint Louis University, or his/her designee, unless such acts or omissions occur during the providing of emergency aid in a "Good Samaritan" capacity.
- j. To claims or suits that are not promptly disclosed and reported in the manner provided in Section 3 of this document;

- k. To any claim, suit, liability, expenses, demands, settlements or judgments for which coverage has been contractually assumed by another insurance plan or an entity other than Saint Louis University.

3. PROTECTED PERSONS' DUTIES IN THE EVENT OF OCCURRENCE, CLAIM OR SUIT

- a. Upon becoming aware of any actual or alleged injury or incident with the potential for later giving rise to a claim, or upon receipt of a notice of a claim or suit to which this protection applies, the involved employee or student must notify the Office of the General Counsel of the actual or alleged injury or incident, including particulars sufficient to identify the protected person and any reasonably obtainable information with respect to the time, place and circumstances thereof, and the names and addresses of the injured person and of any available witnesses. These notices must be provided by calling the incident reporting line at 314-977-8778, or by hand-delivering said notification to the Senior Associate General Counsel in the General Counsel's Medical Center Office at 3556 Caroline Mall, Caroline Building, Room C-307. Such notices shall be made or delivered within 48 hours of the involved employee, student, or other covered person becoming aware of the incident, injury or claim. These notices are prepared in anticipation of litigation, for the use of our attorneys, and are intended to be privileged attorney-client communication prepared for the purpose of seeking legal advice. If any other policy of insurance or other indemnification is applicable to any of the persons providing health care who were involved in the reported incident, the report should indicate the name of the provider of other coverage, their address and the amount of coverage.

4. ASSIGNMENT OF PROTECTION

- a. The interest hereunder of a protected person is not assignable. If the protected person should die or be adjudged incompetent, this coverage will inure to the benefit of the protected person's legal representative with respect to liability previously incurred and covered by this document.

5. DEFENSE AND SETTLEMENT OF CLAIMS AND SUITS

- a. Saint Louis University shall, through counsel and personnel of its choice, defend claims and suits against the protected person, even if one or more of the allegations of the claim or suit are groundless, false or fraudulent.
- b. Saint Louis University and its attorneys may offer counsel with respect to claims for punitive or exemplary damages without voiding other provisions of this document and without incurring liability to pay any judgment or claim for or on account of punitive or exemplary damages.
- c. As a condition of coverage under this agreement, all protected persons hereby assign their right to waive any conflicts of interest, with respect to

the retention of counsel, to Saint Louis University. This assignment shall become null and void to the extent a claim involves allegations outside the scope of protection provided hereunder.

- d. Saint Louis University may settle any claim or suit brought against any protected person, as it deems proper. Any protected person may be consulted prior to settlement to determine their views concerning compromise. However, Saint Louis University, through its authorized representatives, shall ultimately determine whether settlement shall occur and at what amount and the decision shall be final.
- e. All protected persons, as a condition for the protection afforded, shall be required to cooperate fully with Saint Louis University and its designated counsel and personnel in processing and defending any claims or suits directed against any protected person or against Saint Louis University as a result of the activity of the protected person.

6. LIMIT OF FINANCIAL LIABILITY

- a. The minimum extent of protection provided by Saint Louis University for covered persons and the University is \$1,000,000 per occurrence and \$3,000,000, in the aggregate inclusive of allocated claims adjustment expenses and irrespective of the number of protected persons potentially liable for any one occurrence.
- b. In addition to the levels of protection provided by this Letter of Indemnity, Saint Louis University purchases, on behalf of the institution and on behalf of all protected persons, excess professional liability insurance. Any coverage provided by the excess insurance policies described above is subject to each policy's respective terms and conditions.

7. AMENDMENT AND MODIFICATION

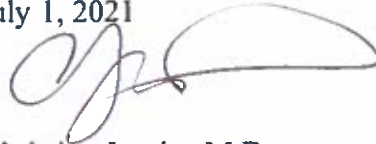
- a. The terms of this document can be amended or modified by Saint Louis University as it deems necessary and changes shall be expressed in writing. Such changes shall be prospective only, unless otherwise expressly provided in writing. Only the Dean of the School of Medicine of Saint Louis University or his/her designee has the authority to grant exceptions to the terms of this document, and any exceptions granted must be in writing.

8. TERMINATION

- a. This voluntary protection program outlined herein may, at the option of Saint Louis University, be terminated and replaced, in whole or in part, by a modified or different voluntary protection program or a policy or policies of insurance or reinsurance with limits of liability as selected by the University.

- b. This voluntary protection program may be terminated by Saint Louis University at its discretion upon thirty (30) days notice to those protected hereunder.

July 1, 2021

A handwritten signature in black ink, appearing to read 'C. Jacobs', with a long horizontal flourish extending to the right.

Christine Jacobs, M.D.
Interim Dean of the Medical School and
Vice President of Medical Affairs