AGREEMENT

THIS AGREEMENT is made and entered by and between the County of Lancaster, Nebraska, through the Lancaster County General Assistance Department, hereinafter referred to as "County," and **Southeast Nebraska Hematology**, located at **201 S. 68th St., Suite 200, Lincoln, NE 68510**; hereinafter referred to as "Provider." Collectively the County and the Provider may be referred to as "Parties," and individually each may be referred to as a "Party."

WHEREAS, pursuant to Neb. Rev. Stat. § 68-101 et seq, the County provides General Assistance benefits to clients enrolled in the Lancaster County General Assistance program ("GA Clients");

WHEREAS, the County does not possess the resources to provide specialized medical care and assistance to GA Clients, and therefore the County occasionally contracts with private medical providers for such specialized care;

WHEREAS, the Provider is willing and able to provide such specialized care to GA Clients;

WHEREAS, several GA Clients have pending claims with the Social Security Administration and may be eligible for retroactive Medicaid or Medicare benefits, and in such cases, all pending medical bills for these clients are placed in a pending status; and

WHEREAS, it is the County's intent to reimburse Provider for rendering specialized medical care to GA Clients with the understanding that the Provider will reimburse the County if/when GA Clients who received such care are later determined to be eligible for Medicaid or Medicare reimbursement;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, it is agreed between the Parties as follows:

1. TERM, TERMINATION, AND SURVIVAL.

1.1 The Initial Term of this Agreement shall be for five (5) years from the date of execution by both Parties, unless terminated by either Party pursuant to this Agreement. Following the conclusion of the Initial Term, the Parties may renew this Agreement for a Renewal Term(s) by mutual written agreement of both Parties. Together the Initial Term and any Renewal Term shall constitute the Term of this Agreement.

1.2 Either Party may terminate this Agreement for any reason without penalty by giving thirty (30) days written notice to the other Party. Should the Provider breach this Agreement, the County will notify the Provider of the breach in writing and the Contractor will have sixty (60) days to cure. If the breach is not

cured within sixty (60) days, the County may, at its discretion, terminate the Agreement immediately upon written notice to the Provider

1.3 In the event that either Party terminates this Agreement or the Term of the Agreement concludes without the Parties agreeing to a subsequent Renewal Term, and the County later receives notification that a GA Client served by the Provider prior to the date of termination or conclusion has been approved for Medicaid or Medicare ("post-termination notification of eligibility"), the Parties agree that, with respect to the care and services previously rendered to the GA client who is the subject of such a post-termination notification of eligibility, the provisions of this Agreement shall survive termination or conclusion of this Agreement, and Provider agrees to reimburse the County pursuant to the terms of this Agreement for all payments rendered for medical care and services provided within the Medicaid or Medicare eligibility dates, notwithstanding termination or conclusion of the Agreement.

2. PURPOSE. The purpose of this Agreement is to set forth the terms and conditions of the aforementioned reimbursement arrangement between the County and the Provider.

3. SERVICES TO BE PROVIDED.

3.1 Service Description. The Provider agrees to provide only medical care and services that have received prior authorization by the County and that meet all statutory and regulatory requirements for Medicaid and Medicare in force at the time the care and/or service is rendered. The County's prior authorization will be done initially by telephone from the County's Primary Care Provider with written documentation provided via fax or email by the County's Primary Care Provider within one (1) business day. Such authorization shall be done on the "County Service Approval Form." and include a description of the services authorized. The County's current Primary Care Provider is People's Health Center, with a primary office of 1021 North 27th Street, Lincoln, Nebraska, 68503, a business telephone number of 402-476-1455, and a business fax number of 402-441-8491. County will provide written notice to Provider of any changes in the identity of the Primary Care Provider. A copy of the County Service Approval Form is attached to this Agreement as **Attachment A** hereto, and is incorporated herein by this reference.

3.2 The Provider agrees to submit a written claim for services within 90 days of the date of service to the County on the appropriate billing form (HCFA 1500 or UB-92), including an itemized list of all charges, the actual cost of the care, and the Medicaid rate, if possible, for these charges, as established by the Federal Government.

4. PAYMENTS AND REIMBURSEMENT.

4.1 The County agrees to pay the Provider at the established Medicaid rate for pre-authorized medical care and services provided to GA Clients within sixty (60) days of receipt of the claim from the Provider.

4.2 The County will notify the Provider in writing when a Medicaid or Medicare eligibility period is established for any GA Client receiving services from Provider.

4.3 When notified pursuant to Section 4.2, the Provider agrees to reimburse the County within sixty (60) days for all payments rendered for medical care and services provided within the Medicaid or Medicare eligibility dates and submit the appropriate bills to Medicaid or Medicare for payment, as applicable. Reimbursement from Provider to County shall be timely made irrespective of payment from Medicaid or Medicare to Provider.

4.4 Furthermore, notification of a GA client's Medicaid or Medicare eligibility shall constitute notice that the GA client is ineligible for future GA benefits. With respect to any services rendered to a GA client for which Provider has not yet invoiced GA, and with respect to any future services rendered by Provider to the former GA client, Provider shall bill Medicaid or Medicare directly for those services. GA shall not be financially responsible for reimbursing or crediting Provider for services rendered to a former GA client.

4.5 If Medicaid or Medicare denies a claim for which: i) the County has been reimbursed; ii) the County is due to be reimbursed by Provider pursuant to Section 4.3; or iii) the County has not been invoiced pursuant to Section 4.4, except for services rendered to a former GA client; then Provider may submit the Medicaid or Medicare denial, along with supporting documentation, to GA for consideration of the denied claim. If GA determines that the Medicaid or Medicare claim was denied for any reason not the fault of the Provider then County shall either reimburse Provider for past reimbursement to the County or, if reimbursement has not yet been made to County, issue an account credit against Provider's GA account balance. If GA determines that the Medicaid or Medicare claim was denied for any reason that is the fault of the Provider, then the County shall not reimburse Provider for past reimbursement to the County, nor shall County credit Provider's GA account.

4.6 The County agrees to notify the Provider within sixty (60) days when a claim for services is received and the services are not covered by the GA program.

4.7 County will provide written notice to Provider before using a setoff of amounts owed by Provider to County against amounts owed by the County to Provider as a means to recover reimbursements not timely made by Provider to County

pursuant to Section 4.3 of this Agreement. The notice shall explain the reason for the setoff and a calculation of the amount of the reimbursement due as of the date of the notice. County will not implement the setoff if, within fifteen (15) days after the date of the notice: i) County has received from Provider the full amount of the reimbursement due as of the date of the notice pursuant to Section 4.3 of this Agreement; or ii) County has received from Provider a written explanation of why the setoff should not occur along with any supporting documentation. If Provider does not respond with fifteen (15) days as provided herein, the setoff shall occur. If with fifteen (15) days as provided herein County receives from Provider a written explanation of why the setoff should not occur along with any supporting documentation, County shall review the Provider's written explanation and supporting documentation. County shall notify Provider in writing of its decision either to uphold or overturn its initial determination provided in the notice from County to Provider. If County upholds its decision, the setoff shall occur. The Parties agree that all recoupment and any setoff rights under this Agreement will constitute rights of recoupment authorized under State or Federal law and that such rights will not be subject to any requirement of prior or other approval from any court or other government authority that may now have or hereafter have jurisdiction over Provider.

4.8 Throughout the Term of this Agreement, and as long as Contractor is subject to reimbursement obligations to County arising out of this Agreement, Contractor shall be a participant in each MCO network providing services to Nebraska Medicaid managed care enrollees. MCO shall mean an organization that satisfies the definition of Managed Care Organization (MCO) in 482 NAC § 1-002, as such section may be amended from time to time.

5. INDEPENDENT CONTRACTOR. It is the express intent of the Parties that this Agreement shall not create an employer-employee relationship. Employees of the Provider shall not be deemed to be employees of the County and employees of the County shall not be deemed to be employees of the Provider. Neither the Provider's employees nor the County's employees shall be entitled to any salary, wages, or benefits from the other Party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave.

6. HOLD HARMLESS. Each Party agrees to indemnify and hold harmless, to the fullest extent allowed by law, the other Party and its principals, officers, and employees from and against all claims, demands, suits, actions, payments, liabilities, judgments and expenses (including court-ordered attorneys' fees), arising out of or resulting from the acts or omissions of their principals, officers, or employees in the performance of this Agreement. Liability includes any claims, damages, losses, and expenses arising out of or resulting from performance of this Agreement that results in any claim for damage whatsoever including any bodily injury, civil rights liability, sickness, disease, or damage to or destruction of tangible property, including the loss of use resulting therefrom. Further, each Party shall maintain a policy or policies of insurance (or a self-

insurance program), sufficient in coverage and amount to pay any judgments or related expenses from or in conjunction with any such claims. Nothing in this Agreement shall require either Party to indemnify or hold harmless the other Party from liability for the negligent or wrongful acts or omissions of said other Party or its principals, officers, or employees.

7. NON-DISCRIMINATION. The Parties agree that in providing services pursuant to this Agreement, they shall not discriminate against any employee, applicant for employment, GA Client, or any other person on the basis of race, color, religion, sex, disability, national origin, age, marital status, receipt of public assistance, or any other basis prohibited by applicable state or federal law.

8. CONFIDENTIALITY. The Provider agrees that it shall be compliant with the Health Insurance Portability and Accountability Act of 1996 and implementing regulations pertaining to confidentiality of health information.

9. NON-ASSIGNABLE. This Agreement cannot be assigned by the Provider without prior written permission from the Lancaster County Board of County Commissioners. Any assignment without such written permission shall be absolutely void.

10. GOVERNING LAW. The laws of the State of Nebraska shall govern the rights and obligations of the Parties under this Agreement.

11. EMPLOYEE VERIFICATION. In accordance with Neb. Rev. Stat. §§ 4-108 through 4-114, Provider agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. § 1324a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. Provider shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C. § 1324b. Provider shall require any subcontractor to comply with the provisions of this section.

12. NOTICES.

12.1 Billing Notices. Each Party shall designate a contact person to handle eligibility notifications, invoicing, reimbursements, and setoffs arising out of the provisions of Section 4 of this Agreement (collectively, "Billing"). All Billing shall be conducted by email, return receipt requested. Such person's contact information is specified below. A Party may change this designation by providing ten (10) business days' notice in writing to the other Party's designee listed in Section 12.2

of this Agreement.

County	Provider
General Assistance Billing gabilling@lancaster.ne.gov	Name: Abby Clark Title: System Specialist Email: abbyc@leadingcancercare.com

For the purposes of the Agreement, all Billing notices shall be deemed to have been given according to the date of receipt on the email return receipt.

12.2 Non-Billing Notices. Except for Billing Notices, all other notices or other communications provided under this Agreement shall be in writing and shall be given to the Lancaster County General Assistance Department or the Provider at the address, email, or facsimile number set forth below or such other address, email, or facsimile number as either Party may specify hereafter in writing:

Lancaster County General Assistance Department	Provider Information
c/o Sara Hoyle, Director	Name: Southeast Nebraska Hematology
3140 N Street, Suite 2106	Contact: Justin Rousek
Lincoln, NE 68510	Address 1: 201 S 68th St Pl
Fax: 402-441-3099	Address 2: Lincoln NE 68510
shoyle@lancaster.ne.gov	Fax: 402-420-7240
	Email: justinr@leadingcancercare.com

Such notice or other communication may be mailed by United States Certified mail, return receipt requested, postage prepaid and may be deposited in a United States Post Office Box or a depository for the receipt of mail regularly maintained by the Post Office. Such notices or communication may also be delivered by facsimile transmission, confirmation requested, or by email to the email address listed above, return receipt requested. For the purposes of the Agreement, all notices will be deemed to have been given on the date of mailing on the United States certified mail receipt, the date of receipt on the email receipt, or the date of successful transmission on the facsimile transmission confirmation, as provided above.

13. E-VERIFY. In accordance with Neb. Rev. Stat. §§ 4-108 through 4-114, Provider agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. § 1324a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland

Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of § 1986. Provider shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C. § 1324b. Provider shall require any subcontractor to comply with the provisions of this section.

14. INSURANCE. The Provider shall, prior to beginning work, provide proof of insurance coverage in a form satisfactory to the County, which shall not withhold approval unreasonably. The coverages and minimum levels required by this Agreement are set forth below and shall be in effect for all times that work is being done pursuant to this Agreement. No work on the Project or pursuant to this Agreement shall begin until all insurance obligations herein are met to the satisfaction of the County, which shall not unreasonably withhold approval. Self-insurance shall not be permitted unless consent is given by the County prior to execution of the Agreement and may require submission of financial information for analysis. Deductible levels shall be provided in writing from the Provider's insurer and will be no more than $25,000.00 per occurrence. Said insurance shall be written on an OCCURRENCE basis, and shall be PRIMARY, with any insurance coverage maintained by the County being secondary or excess.

14.1 The Provider shall provide certificates of insurance and endorsements evidencing compliance with these requirements. The Provider shall provide a Certificate of Insurance demonstrating the coverage required herein and the necessary endorsements and waivers described herein and below before being permitted to begin the work or project. All certificates, endorsements and endorsement forms (where required) must be acceptable to the City Attorney or County Attorney as appropriate. Certificates shall include an endorsement to provide for at least thirty (30) days' firm written notice in the event of cancellation. During the term of the Agreement and during the period of any required continuing coverages, the Provider shall provide, prior to expiration of the policies, certificates and endorsement forms evidencing renewal insurance coverages. The Parties agree that the failure of County to object to the form of a certificate and/or additional insured endorsement or endorsement forms provided shall not constitute a waiver of this requirement.

14.2 The Provider shall provide proof of workers' compensation insurance of not less than minimum statutory requirements under the laws of the State of Nebraska and any other applicable State. Employers' Liability coverage with limits of not less than $500,000.00 each accident or injury shall be included. The Provider shall also be responsible for ensuring that all subcontractors have workers' compensation insurance for their employees before and during the time any work is done pursuant to this Agreement.

14.3 Provider shall maintain Professional Liability insurance covering damages arising out of negligent acts, errors, or omissions committed by Provider in the

performance of this Agreement, with a liability limit of not less than $1,000,000 each claim. Provider shall maintain this policy for a minimum of two (2) years after completion of the work or shall arrange for a two year extended discovery (tail) provision if the policy is not renewed.

14.4 All Liability Insurance policies shall be written on an "Occurrence" basis only. All insurance coverage are to be placed with insurers authorized to do business in the State of Nebraska and must be placed with an insurer that has an A.M. Best's Rating of no less than A:VII unless specific approval has been granted otherwise.

14.5 The Provider may use an Umbrella, Excess Liability, or similar coverage to supplement the primary insurance stated above in order to meet or exceed the minimum coverage levels required by this Agreement.

14.6 Nothing contained in this clause or other clauses of this Agreement shall be construed to waive the Sovereign Immunity of the County

15. INTEGRATION. The Parties do hereby agree to all the terms and conditions of this Agreement. This Agreement shall be binding upon the Parties, their heirs, administrators, executors, legal and personal representatives, successors and assigns. The Parties hereby agree that this Agreement constitutes the entire understanding of the Parties and supersedes all prior contracts, agreements and negotiations between the Parties whether verbal or written. This Agreement may be modified, altered, or amended only by written instrument executed by both Parties.

16. CAPACITY. The undersigned person representing the Provider does hereby agree and represent that he or she is legally capable to sign this Agreement and to lawfully bind the Provider to this Agreement.

17. WAIVER. Either Party's failure or neglect to enforce any of its rights under this Agreement will not be deemed to be a waiver of that Party's rights.

18. THIRD-PARTIES. This Agreement is not intended to, and does not, create any rights or benefits on behalf of any person, whether an individual or an entity, other than the Parties to this Agreement. County shall not be obligated or liable hereunder to any person, whether an individual or an entity, other than Provider.

19. VENUE. If either Party brings against the other Party any proceeding arising out of this Agreement, that Party may bring that proceeding against the other Party only and exclusively in the Lancaster County District Court in Lincoln, Nebraska, and each Party hereby submits to the exclusive jurisdiction of that court for purposes of any such proceeding.

20. COUNTERPARTS. This Agreement may be executed in two counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

EXECUTED this 22 day of June, 2017, by the Provider.

By: _____

Name: Justin Rousek

Title: Executive Director

EXECUTED this _____ day of _____, 2017, by Lancaster County, Nebraska.

By: _____

Name: _____

Title: Chair, Lancaster County Board of Commissioners

APPROVED AS TO FORM
this ____ day of _____, 2017

_____
Deputy County Attorney
for Joe Kelly
County Attorney

Lancaster County General Assistance Program
Prior Authorization for Medical Treatment
GA Form 16

CR# SR#
Pending SS:
GA Specialist:
Telephone:

Date:
Client Name:
DOB: SS #
Telephone:

Provider:
Attention:
Telephone #
Fax #

What is Being Requested:

To be completed by Physician or other medical provider:

- Does the diagnosis and/or treatment plan preclude the patient from his/her regular employment?
  Yes ____ No ____
- If Yes, when can the patient be reasonably expected to return to work?_____
- Additional comments_____

☒ **Please fax or send this form along with medical information to:**

Note: Any change in treatment plan after completion of this form MUST BE APPROVED OR PAYMENT CANNOT BE AUTHORIZED even if the client is otherwise eligible for General Assistance. Please contact the General Assistance Specialist listed above.

Notification Regarding General Assistance Service Request ☐ **Approved** ☐ **Denied**

Date_____
Comments: _____

Billing Address: **Lancaster County General Assistance**
Attn: GA Billing
3140 N Street #2106
Lincoln, NE 68510

☐ **Faxed to Provider**
☐ **Faxed to GA Specialist**

_____

Save Entered Data

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/11/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Tom Wierzbowski	
Willow Risk Advisors Inc 196 West Ashland Street Doylestown PA 18901	PHONE (A/C, No, Ext): (267) 488-5087 FAX (A/C, No): (267) 448-5247 E-MAIL ADDRESS: tom@willowrisk.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Capitol Indemnity Corporation	
INSURED Southeast Nebraska Hematology & Oncology Consultants, PC 201 S 68th Street Lincoln NE 68510	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY [X] CLAIMS-MADE [ ] OCCUR [X] Professional Liability GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			OC20162101-02	01-01-2017	01-01-2018	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$ 3,000,000
							PRODUCTS - COMP/OP AGG	$
								$
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBEREXCLUDED? Y / N [ ] N / A (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below						[ ] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Corporation / Entity Coverage - Retro Active Date 12/15/1997. The following entity is an additional insured - Southeast Nebraska Cancer Center, LLC with a Retro Date of 02/26/2010

CERTIFICATE HOLDER

Evidence of Insurance

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Amy Wetzel

SOUTH10 OP ID: AW

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/09/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The Selzer Company 975 Easton Road, Suite 100 Warrington, PA 18976 Thomas Wierzbowski	CONTACT NAME: Amy Wetzel PHONE (A/C, No, Ext): 215-491-2700 FAX (A/C, No): 215-491-2707 E-MAIL ADDRESS: amy@selzercompany.com
INSURED Southeast Nebraska Hematology & Oncology Consultants, PC 201 S. 68th St Place Ste 200 Lincoln, NE 68510	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Capitol Indemnity Company INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY X CLAIMS-MADE ☐ OCCUR X Professional Liab GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC			OC20162100-02	01/01/2017	01/01/2018	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 500,000 $ $ $ $ 1,500,000 $
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (PER ACCIDENT)	$ $ $ $
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N ☐ N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						WC STATU-TORY LIMITS ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Melissa Cetak, APRN
Claire Green, APRN
Kathleen Tonkin, PA-C
Sheri Johnson, PA-C
(Shared Limits with Entity)

CERTIFICATE HOLDER

Evidence of Insurance

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

SOUTH10 OP ID: AW

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/13/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The Selzer Company 975 Easton Road, Suite 100 Warrington, PA 18976 Thomas Wierzbowski	CONTACT NAME: Amy Wetzel PHONE (A/C, No, Ext): 215-491-2700 FAX (A/C, No): 215-491-2707 E-MAIL ADDRESS: amy@selzercompany.com
INSURED Southeast Nebraska Hematology & Oncology Consultants, PC 201 S. 68th St Place Ste 200 Lincoln, NE 68510	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Capitol Indemnity Company INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY [ ] COMMERCIAL GENERAL LIABILITY [X] CLAIMS-MADE [ ] OCCUR [X] Professional Liab GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC			OC20162100-02	01/01/2017	01/01/2018	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 500,000 $ $ $ $ 1,500,000 $
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (PER ACCIDENT)	$ $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Corp/Entity Coverage - Retro Active Date 12/15/97. The Following entity is an additional insured - Southeast Nebraska Cancer Center, LLC with a Retro Active Date of 2/26/2010
Shared Limit under the Corporation - Tracey Lee Bender, Occupational Therapist.

CERTIFICATE HOLDER

Evidence of Insurance

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

SOUTH10 OP ID: AW

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/09/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The Selzer Company 975 Easton Road, Suite 100 Warrington, PA 18976 Thomas Wierzbowski	CONTACT NAME: Amy Wetzel PHONE (A/C, No, Ext): 215-491-2700 FAX (A/C, No): 215-491-2707 E-MAIL ADDRESS: amy@selzercompany.com
INSURED Joseph Kam Chiu, MD 201 S. 68th St Place Ste 200 Lincoln, NE 68510	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Capitol Indemnity Company INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY X CLAIMS-MADE ☐ OCCUR X Professional Liab GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC			OC20162100-02	01/01/2017	01/01/2018	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 500,000 $ $ $ $ 1,500,000 $
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (PER ACCIDENT)	$ $ $ $
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N ☐ (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					WC STATU-TORY LIMITS ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Joseph Kam Chiu, MD Retro Active Date - 8/13/07

CERTIFICATE HOLDER

Evidence of Insurance

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

SOUTH10 OP ID: AW

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/09/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The Selzer Company 975 Easton Road, Suite 100 Warrington, PA 18976 Thomas Wierzbowski	CONTACT NAME: Amy Wetzel PHONE (A/C, No, Ext): 215-491-2700 FAX (A/C, No): 215-491-2707 E-MAIL ADDRESS: amy@selzercompany.com
INSURED Alan Berg, MD 201 S. 68th St Place Ste 200 Lincoln, NE 68510	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Capitol Indemnity Company INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY X CLAIMS-MADE ☐ OCCUR X Professional Liab GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC			OC20162100-02	01/01/2017	01/01/2018	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 500,000 $ $ $ $ 1,500,000 $
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (PER ACCIDENT)	$ $ $ $
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N ☐ (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					WC STATU-TORY LIMITS ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Alan Berg, MD Retro Active Date - 9/11/99

CERTIFICATE HOLDER

Evidence of Insurance

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

SOUTH10 OP ID: AW

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/09/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The Selzer Company 975 Easton Road, Suite 100 Warrington, PA 18976 Thomas Wierzbowski	CONTACT NAME: Amy Wetzel PHONE (A/C, No, Ext): 215-491-2700 FAX (A/C, No): 215-491-2707 E-MAIL ADDRESS: amy@selzercompany.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
INSURED Scott McHam, DO 201 S. 68th St Place Ste 200 Lincoln, NE 68510	INSURER A : Capitol Indemnity Company INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY X CLAIMS-MADE ☐ OCCUR X Professional Liab GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC			OC20162100-02	01/01/2017	01/01/2018	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 500,000 $ $ $ $ 1,500,000 $
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (PER ACCIDENT)	$ $ $ $
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N ☐ (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					WC STATU-TORY LIMITS ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Scott McHam, DO Retro Active Date 1/1/2015

CERTIFICATE HOLDER

Evidence of Insurance

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

CNA

Workers Compensation And Employers Liability Insurance

Insured Name

SOUTHEAST NEBRASKA HEMATOLOGYAND
ONCOLOGY CONSULTANTS, P.C.
201 S 68TH STREET PLACE
SUITE 200
LINCOLN, NE 68510

Policy Number

WC 5 88114845

Policy Period

11/01/2016 to 11/01/2017

Renewal

Producer Information

UNICO GROUP INC
1128 LINCOLN MALL STE 200
LINCOLN, NE 68508-2878

Producer Processing Code

550-070290

CNA Branch

MINNEAPOLIS
5600 W. 83rd Street
The 8200 Tower at Normandale, Suite 500
Bloomington, MN 55437

Thank you for choosing CNA!

With your Workers Compensation And Employers Liability Insurance policy, you have insurance coverage tailored to meet the needs of your business. The international network of insurance professionals and the financial strength of CNA, rated "A" by A.M. Best, provide the resources to help you manage the daily risks of your organization so that you may focus on what's most important to you.

Claim Services

The Workers' Compensation Claim Kit will help you and your employees take full advantage of CNA's comprehensive services. We work with you, your employees and medical providers to promote workplace safety; control risks; facilitate early return to work when medically appropriate; prevent fraud; and assist you in recognizing your opportunities and responsibilities in managing Workers' Compensation costs.

Go to www.cna.com/claim to obtain information on

- How to report a loss
- How to find a network provider
- PPO panel request

If you have questions or need additional information, you can call CNA customer Service at (877) 574-0540, or send an email to fsrmail@cnacentral.com, or contact your independent CNA Insurance Agent.

State Required Posting Notices

If you are not the person directly responsible for having these Posting Notices displayed, please direct these notices to the appropriate person within your organization. Posting Notices are required to be displayed in accordance with specific requirements as stated in the notices. The applicable notice(s) and the quantity included are based on the number of physical addresses in each covered state provided by your independent CNA Insurance Agent.

CNA

Workers Compensation And Employers Liability Insurance
Application

NOTICE OF ELECTION TO ACCEPT OR REJECT AN INSURANCE DEDUCTIBLE FOR WORKERS' COMPENSATION NEBRASKA

State statutes permit an employer to buy Workers' Compensation insurance with a deductible. The deductible applies to each medical and indemnity claim and shall be available in the following amounts:

$500
$1,000
$2,000
$2,500
$5,000

Please indicate whether or not you want the deductible by initialing the appropriate choice below.

_____ Yes, I want a deductible of _____ applied to medical benefits under my Workers' Compensation Policy.

_____ No, I do not want the deductible described in this notice.

I understand this coverage selection will apply to all future renewals, continuations, and changes in my policy unless I notify you otherwise.

Signed by: _____
Authorized Representative of Named Insured

_____
Title

SOUTHEAST NEBRASKA HEMATOLOGYAND ONCOLOGY CONSULTANTS, P.C.
Named Insured

WC 5 88114845
Policy Number

_____
Date

Please complete this form by indicating your choice to either accept or reject the deductible offering and by providing your signature and information in the space provided. Please return the completed form to us at: Endorsement Department, 2405 Lucien Way, Maitland FL. 32751, or fax it to us at: 877-363-8669.

IMPORTANT INFORMATION - CNA INSURANCE PREMIUM AUDIT

An accurate audit benefits you and your business

What is it and why do you need it?

A premium audit determines the actual insurance exposures for the coverages you have based on an examination of your operation, records and books of account.

At issuance, your premium is estimated based on your business circumstances and information provided at that time. An audit **verifies the correct exposure of premium base** for your insurance coverage by checking actual figures. After your audit, an adjustment will be made to the premium that was estimated when your policy was issued.

An audit is necessary **after the expiration of a policy with a variable premium base.** Some types of coverage subject to audit are:

- Workers' Compensation
- Premises Operations Liability
- Automobile Liability
- Liquor Liability
- Product Recall and Replacement
- General Liability
- Products Completed Operations
- Garage Liability
- Funeral Directors Liability
- Printer's E&O Correction of Work

Payroll Records Checklist

This list provides a good indication of materials your auditor will need.

- Journals
- Tax Reports
- Vehicle Titles
- Cash Disbursements
- Ledgers
- Individual Earnings Cards
- Registrations or Ownership Tax Reports

You can also expect your auditor to observe your business operations and ask questions about your records.

Keeping good records may save you time and money

If you are eligible for allowable credits based on insurance manual classification and rating rules, you need to provide the necessary records and detail to take advantage of the credits.

Payroll (remuneration for services performed by an employee) is the basis for many of your insurance premiums. Remuneration can include money or substitutes such as:

- Bonuses
- Wages or commissions
- Profit sharing plans
- Overtime
- Statutory payments
- Other substitutes for cash
- Vacation, holiday or sick pay
- Payments for piece work
- Value of board, lodging
- Tool allowance
- Store certificates

Workers Compensation And Employers Liability Insurance
Policyholder Notice

Scheduling the Audit

As the time for your audit approaches, a staff auditor from CNA or one of our authorized vendors will contact you to schedule the audit. Our current vendors are: Information Providers Inc. (IPI); and U.S. Insurance Services (USI).

Payroll Records Guidelines

Overtime – show overtime pay in excess of straight time pay separately by employee and in summary by classification of work by state.*

Division of Payroll – Individual employee's payroll must show the number of hours and amount of payroll for each type of work **or** the full salary must be charged to the employee's highest rated classification. Division is not available for outside sales persons (8742), auto salesperson (8748), clerical (8810), clerical telecommuter (8871) and drivers (7380).

Subcontractors – CNA requires all subcontractors hired by you to carry Workers Compensation insurance, and to carry General Liability and/or Umbrella Liability limits of at least $1,000,000 on an occurrence based policy. Prior to allowing a subcontractor to work for you, you should obtain a Certificate of Insurance from the subcontractor evidencing Workers Compensation insurance and these GL and/or Umbrella minimum limits. At final audit, we will examine the Certificates of Insurance for all work subcontracted during the policy term. Any subcontracted work for which we are not provided a Certificate of Issuance demonstrating Workers Compensation insurance or which demonstrates subcontracted work was insured with liability limits less than $1,000,000., will be converted to ratable payroll on your applicable policies, resulting in additional premium charges owed by you. To prevent such additional premium charges and to reduce the risk of your Workers Compensation and/or General Liability coverages being tapped to cover claims that arise from work performed by your subcontractors, you must obtain certificates of Insurance evidencing Workers Compensation insurance and $1,000,000 liability limits from all of your subcontractors.

Prevailing Wage – In PA, DE, NJ and CA, contact your CNA premium auditor for details concerning cash payments in lieu of prevailing fringe benefits and the records required.

You can reach the Premium Audit Department by calling:

EAST
CT, DE, DC, MA, MD, ME, NH, NJ, NY, PA, RI, VA, VT, WV
CNA Premium Audit Department
1 Meridian Blvd
Wyomissing, PA 19610
Phone: 800-847-2736
Fax: 610-208-6571

ALL OTHER
CNA Premium Audit Department
2405 Lucien Way
Maitland, FL 32794-6240
Phone: 800-847-2736
Fax: 407-919-3610

*PA, DE, NV and UT do not allow overtime credit for Workers' Comp coverage. Overtime credit is allowed in all states for General Liability coverages.

PRIVACY POLICY NOTICE

This notice explains how CNA* protects the privacy of personal information collected about you or your employees under a CNA insurance policy.

Why We Collect Information

We collect information about you or your employees that is necessary to adjust claims made under a CNA insurance policy.

The Type of Information We Collect

Information we receive may include claimant name, address, telephone number, Social Security Number, date of birth, medical treatment records, including information about previous claims or accidents, information about the circumstances of the accident or injury, and the names of witnesses and other contact information.

How We Use the Information

The information we collect is used to administer and process claims, account administration, fraud prevention, and as otherwise required or permitted by federal or state law.

We may share information as required or allowed by law, with:

- Medical providers
- Insurance or workers' compensation regulatory authorities
- Law enforcement
- To others, as permitted by law

How We Protect Information

Protecting your non-public personal information is important to us. We do not share your non-public personal information with anyone unless you agree or, as we are required or allowed by law. We regularly review our security measures and employee education programs to help protect your information, including physical security of our files.

Whom To Contact Regarding Privacy Matters

Please include your name and policy or claim number in any correspondence to us.

CNA Compliance
333 S. Wabash, 24 South
Chicago, IL 60604

***THIS NOTICE IS PROVIDED ON BEHALF OF THE FOLLOWING CNA COMPANIES:**

American Casualty Company of Reading PA	Continental Assurance Company
Continental Casualty Company	The Continental Insurance Company of New Jersey
The Continental Insurance Company	National Fire Insurance Company of Hartford
Transportation Insurance Company	Valley Forge Insurance Company

CNA

Workers Compensation And Employers Liability Insurance
Information Page

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY INFORMATION PAGE

Policy Information

Coverage Provided By

American Casualty Company of Reading, Pennsylvania a Stock Insurance Company
333 S Wabash Ave
Chicago, IL 60604

NCCI Carrier Code: 10030

Policy Number

Policy Number: WC 5 88114845
Renewal of: WC 5088114845

Item 1 Named Insured and Mailing Address

SOUTHEAST NEBRASKA HEMATOLOGYAND
ONCOLOGY CONSULTANTS, P.C.
201 S 68TH STREET PLACE
SUITE 200
LINCOLN, NE 68510

Type of Entity: Corporation (Not Otherwise Classified)
FEIN Number: 26-0043145
Intrastate ID No.: 260043145

Producer Information

UNICO GROUP INC
1128 LINCOLN MALL STE 200
LINCOLN, NE 68508-2878

Producer Processing Code: 550-070290

If there are other Named Insureds: See Name and Address Schedule attached.

If there are other work places not shown above: See Name and Address Schedule attached.

Item 2 Policy Period

11/01/2016 to 11/01/2017 at 12:01 a.m. Standard Time at the **Named Insured's** mailing address shown above.

Anniversary Rating Date: NONE

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

States: NE

Item 3 B. Employers Liability Insurance: Part Two of this 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	$500,000	each accident
Bodily Injury by Disease	$500,000	policy limit
Bodily Injury by Disease	$500,000	each employee

WC000001

SEP 09 2016

CNA

Workers Compensation And Employers Liability Insurance
Information Page

Item 3 C. Other States Insurance: Part Three of this policy applies to the states, if any, listed here:

States: All states except AK, ND, OH, WA, WY and states designated in Item 3A of the Information Page

Item 3 D. This policy includes these endorsements and schedules:

Schedule of Operations, Endorsement Schedule, Named Insured Schedule, Name and Address Schedule and Payment Plan Schedule

Item 4 Estimated Annual Premium
The premium for this policy will be determined by our Manual of Rules, Classifications, Rates and Rating Plans.

All information required below is subject to verification and change by audit.
Adjustment of Premium shall be made: At Policy Expiration
Classification of Operations: See Schedule of Operations Attached

	Estimated Annual Premium	$14,136
	Premium Discount	($376)
	Expense Constant	$120
	Terrorism Premium	$989
	Catastrophe (O/T Cert Acts of Terror)	$989
Minimum Premium	$142	
	Total Estimated Annual Premium	$15,858
	Total Estimated Cost	$15,858.00
Deposit Premium	$15,858	

Account Number: 3025974238
Date of Issuance: 09/07/2016
Policy Issuance Office: MINNEAPOLIS

Countersigned:
Date: _____
By: _____
Authorized Agent

Thomas F. Motamed
Chairman of the Board

Secretary

WC000001

Endorsement Schedule

Number	Edition Date	Endorsement Title	Endorsement Number
WC 00 00 00 C	01-2015	WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY	
WC 00 04 06 A	07-1995	PREMIUM DISCOUNT ENDORSEMENT	1
WC 00 04 14	07-1990	NOTIFICATION OF CHANGE IN OWNERSHIP ENDORSEMENT	2
WC 00 04 19	01-2001	PREMIUM DUE DATE ENDORSEMENT	3
WC 00 04 21 D	01-2015	CATASTROPHE (OTHER THAN CERTIFIED ACTS OF TERRORISM) PREMIUM ENDORSEMENT	4
WC 00 04 22 B	01-2015	TERRORISM RISK INSURANCE PROGRAM REAUTHORIZATION ACT DISCLOSURE ENDORSEMENT	5
WC 26 06 01 C	07-1996	NEBRASKA CANCELATION AND NONRENEWAL ENDORSEMENT	6

PLEASE READ THE ENCLOSED IMPORTANT NOTICES CONCERNING YOUR POLICY

Number	Edition Date	Form Title
G-16230-B	01-2008	NOTICE OF ELECTION TO ACCEPT OR REJECT AN INSURANCE DEDUCTIBLE FOR WORKERS COMPENSATION NEBRASKA
CC031605A	12-2014	CNA INSURANCE PREMIUM AUDIT
G-140370-D	04-2009	PRIVACY POLICY NOTICE

CNA

Workers Compensation And Employers Liability Insurance
Information Page

Named Insured Schedule

Named Insured	Type of Entity	FEIN	State ID
SOUTHEAST NEBRASKA HEMATOLOGYAND ONCOLOGY CONSULTANTS, P.C.	Corporation (Not Otherwise Classified)	26-0043145	

CNA

Workers Compensation And Employers Liability Insurance
Information Page

Name and Address Schedule

Location	Entity	Entity Name and Address
1	001	SOUTHEAST NEBRASKA HEMATOLOGYAND ONCOLOGY CONSULTANTS, P.C. 201 S 68TH STREET PLACE SUITE 200 LINCOLN, NE 68510

PAYMENT PLAN SCHEDULE

THE BILLING FOR THIS POLICY WILL BE FORWARDED TO YOU DIRECTLY FROM CNA.

THIS PREMIUM WILL BE INVOICED BY CNA ON A SEPARATE STATEMENT ACCORDING TO THE PAYMENT OPTION YOU SELECT.

The premium amount for this transaction is:	$15,858.00

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 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 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 USC Sections 1801-1872) and under any other federal law awarding damages for violation of those laws or regulations issued there under, 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.

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 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.

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.

CNA

Workers Compensation And Employers Liability Insurance
Policy Endorsement

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

1. **State**

	Estimated Eligible Premium			
	First $10,000	Next $190,000	Next $1,550,000	Balance
Nebraska	-	9.1%	11.3%	12.3%

2. Average percentage discount: REFER TO STATE SCHEDULE/S

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:

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

NOTIFICATION OF CHANGE IN OWNERSHIP ENDORSEMENT

Experience rating is mandatory for all eligible insureds. The experience rating modification factor, if any, applicable to this policy, may change if there is a change in your ownership or in that of one or more of the entities eligible to be combined with you for experience rating purposes. Change in ownership includes sales, purchases, other transfers, mergers, consolidations, dissolutions, formations of a new entity and other changes provided for in the applicable experience rating plan manual.

You must report any change in ownership to us in writing within 90 days of such change. Failure to report such changes within this period may result in revision of the experience rating modification factor used to determine your premium.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

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.**

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

CNA

Workers Compensation And Employers Liability Insurance
Policy Endorsement

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
Refer to the Schedule of Operations		

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

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.

CNA

Workers Compensation And Employers Liability Insurance
Policy Endorsement

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.
   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
Refer to the Schedule of Operations		

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

CNA

Workers Compensation And Employers Liability Insurance
Policy Endorsement

NEBRASKA CANCELATION AND NONRENEWAL ENDORSEMENT

1. You may cancel this policy within the policy period by giving notice to us, fixing the date on which the cancelation is to be effective.
2. The notice, from you, is to be sent by certified mail.
3. We are required by Nebraska Law to give notice of your intent to cancel a policy to the Nebraska Workers' Compensation Court.
4. The cancelation shall not be effective until ten (10) days after we give notice to the Nebraska Workers' Compensation Court that the policy is being canceled. However, if you have secured insurance with another insurer, the cancelation will be effective as of the effective date of such other notice of coverage.
5. We may cancel or nonrenew this policy within the policy period by giving notice to you and to the Nebraska Workers' Compensation Court, fixing the date on which the cancelation or nonrenewal is to be effective.
6. The notice from us will contain a brief statement of the reasons for cancelation or nonrenewal and will be sent to you by certified mail.
7. The nonrenewal shall not be effective until thirty (30) days after the giving of notice to you and to the Nebraska Workers' Compensation Court.
8. The cancelation shall not be effective until thirty (30) days after the giving of notice to you and to the Nebraska Workers' Compensation Court, except the cancelation shall be effective ten (10) days after the giving of the notice if the cancelation is based on:
   a. nonpayment of premiums;
   b. failure of the insured to reimburse deductible losses as required under the policy; or
   c. failure of the insured, if covered pursuant to the Assigned Risk Plan, to comply with workplace safety laws found in Nebraska statutes.
9. All notices shall be provided in writing and shall be deemed given upon mailing by certified mail, except that we may give notice to the Nebraska Workers' Compensation Court by approved electronic means. Notice provided to the Nebraska Workers' Compensation Court by approved electronic means shall be deemed given upon receipt.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.