

AGREEMENT

THIS AGREEMENT is entered into by and between the Child Guidance Center (hereinafter referred to as "the Contractor") and the County of Lancaster, Nebraska (hereinafter referred to as "the County"), through the Youth Services Center. Collectively the County and the Contractor may be referred to as "Parties," and individually each may be referred to as a "Party."

WHEREAS, the County is desirous of the professional services of an internal Case Manager which will serve as the liaison to outside information sources that are involved with the Juvenile Justice system; and

WHEREAS, the Parties wish to enter into an agreement to reflect the terms and conditions of the provision of services going forward;

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

1. The length of this Agreement shall be from July 1, 2018 through June 30, 2019, unless terminated pursuant to Paragraph 11.

2. The Contractor shall provide the following services, duties, and functions:

A. Case Management Functions:

- 1) Serve as a liaison with outside information sources including Health and Human Services/ Office of Juvenile Services, Lincoln Public Schools, Region V System, Probation, psychiatrists, therapists, and any other involved individuals or entities who have contact with youth being held at the Youth Services Center.
- 2) Provide phone contact or face-to-face contact with families whose children are being held at the Youth Services Center to gather information regarding mental health or developmental needs of the youth. Families will be able to contact a representative of the Contractor for information about the child's needs. Keep records of contacts and submit a quarterly report containing monthly session statistics to the Director of the Youth Services Center.
- 3) Participate in team meetings with system of care agencies involved with youth currently detained and provide case management and information as authorized.
- 4) Coordinate with Youth Services Center employees and contractual personnel in place to ensure mental health needs are being met and

work cooperatively in the development of the most appropriate programming to meet the needs of the youth being held at the Youth Services Center.

- 5) Attend and participate in meetings and training related to the fundamental elements of the system of care.
- 6) Conduct mental health training for staff on an as needed basis.
- 7) All activities undertaken as part of this agreement conform to the core values of the system of care: Services will be child-centered, family-focused, community-based and culturally-competent.

B. In addition, Child Guidance agrees to provide the Youth Services Center with the following services:

- 1) All activities undertaken as part of this function will be in collaboration with representatives of Lincoln/Lancaster Juvenile Justice and Region V.
- 2) Mental Health Counselors to provide a minimum of 38 hours per week on-site transitional mental health services. The Parties agree that the County is not responsible for payment of the services provided under this subsection.
- 3) Counselors will assess youth, at the request of the case manager and/or staff, who are at risk for suicide and other harmful behaviors to determine appropriate mental health supervision, and/or mental health restrictions. Counselors will interview youth identified through the mental health screening who appear at high risk for difficulties and to assist in the development of the appropriate programming to meet the needs of the youth being detained at the Youth Services Center. The Parties agree that the County is not responsible for payment of the services provided under this subsection.
- 4) Counselors will provide follow-up care to youth who were assessed by On-Call provider/Blue Valley/TASC and found to be at risk to self or others. This includes working collaboratively and providing follow-up assessment/transitional counseling services to youth who were assessed by On-Call provider/Blue Valley/TASC to be at risk of harm to self or others.

C. Counselors will provide transition counseling to youth being held at the Youth Services Center in the following manner:

- 1) Self-referral: A youth, at his/her own request, will be given the opportunity to meet with the Counselors.
 - 2) Staff referral: A staff member may refer a youth who has displayed ongoing behavioral difficulties and/or emotional stress as evidenced by their behavior or by youth verbally expressing to staff that they are having difficulty adjusting to their situation.
 - 3) Nurse referral: A nurse may make referrals to counselors for mental health screening as determined by a nursing assessment. Counselors will provide information to the nurse and staff, as needed, on how staff and the nurse can assist the youth in meeting their needs while in detention.
- D. Counselors will provide transition services to youth, and their families (if possible) who are having difficulties managing the stress which may arise while residing in the Youth Services Center.
- E. Counselors will assist staff in identifying youth who may be at risk for physically or sexually assaultive behaviors of others, and developing a plan to reduce the risk of these behaviors within the facility.
- F. Counselors will follow mandated reporting laws when allegations of abuse/neglect are brought forward regarding the youth. Counselors will assist staff in ensuring reports are made to appropriate agencies.
- G. Assist with the development and maintenance of policy and procedure manual which covers all mental health practices for the agency. These policies and related procedures will be developed with input and approval from the Youth Services Center Director or designee. Annual reviews of all policies and procedures will be conducted in accordance with the Nebraska Juvenile Detention Standards.
3. The Contractor warrants that a Licensed Mental Health Practitioner (LMHP) or Provisionally Licensed Mental Health Practitioner (PLMHP) shall be used in the provision of transition/counseling and mental health screening/triage services and shall be duly certified to provide professional services as a LADC/PLADC or LMHP / PLMHP during the entire tenure of this agreement, unless otherwise agreed upon for such services.
 4. The Contractor agrees to utilize the County Data base for data collection.
 5. The County will pay the Contractor on a monthly basis based upon submission and approval of the Expense Reimbursement Budget, which is provided in

Attachment "A" which is attached hereto and incorporated by this reference. Contractor shall submit monthly documentation indicating that services have provided pursuant to this agreement. The County shall pay up to \$73,692.38 for the services as outlined in Attachment "A".

Should the need of services of the Contractor exceed the \$73,692.38, any and all costs above this amount are subject to the prior approval of the Lancaster County Board of County Commissioners.

The County shall not be responsible for the direct payment of any wages, insurance or fringe benefits, including but not limited to vacation, overtime, retirement benefits, workers' compensation insurance and unemployment insurance.

6. It is the express intent of the Parties that this Agreement shall not create an employer-employee relationship. Employees of the Contractor shall not be deemed to be employees of the County and employees of the County shall not be deemed to be employees of the Contractor. The Contractor and the County shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the County's employees shall be entitled to any salary or wages from the other Party or to any benefits made to their employees, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Contractor shall also be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees' compensation.
7. Contractor shall not assign its duties and responsibilities under this Agreement without the express written permission of the County. Any assignment without the express written permission of the County shall be absolutely void.
8. 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.

9. If any portion of this Agreement is held invalid, the remainder hereof shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.
10. Contractor agrees that in providing services pursuant to this Agreement, it shall not discriminate against any employee, applicant for employment, youth, 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.
11. This Agreement may be terminated at any time by either Party giving sixty (60) days written notice. Should Contractor breach this agreement, the County will notify the Contractor of the breach in writing and the Contractor will have fifteen days to cure. If the breach is not cured within fifteen days, the County may, at its discretion, terminate the contract immediately upon written notice to the Contractor.
12. In those cases where the Contractor provides transitional counseling services for a child or adolescent who is a ward of the State, the Contractor shall release information to the Department of Health and Human Services, as requested, pertaining to the State wards. The Contractor further agrees that it shall abide by all local, state and federal laws regarding confidentiality including the Health Insurance Portability and Accountability Act ("HIPAA") of 1996.
13. Insurance. The Contractor 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 contract are set forth below and shall be in effect for all times that work is being done pursuant to this Contract. No work on the Project or pursuant to this Contract 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 Contractor'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.**
 - A. **Workers' Compensation; Employers' Liability.** The Contractor 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 Contractor shall provide the County with an endorsement for waiver of subrogation. The Contractor 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 Contract.

- B. **Commercial General Liability**
The Contractor shall provide proof of Commercial General Liability Insurance with a minimum limit of not less than \$1,000,000.00 each occurrence and \$2,000,000.00 aggregate. These minimum limits can be met by primary and umbrella liability policies. Coverage shall include: Premises-Operations, Products/Completed Operations, Contractual, Broad Form Property Damage, and Personal Injury. Such coverage shall be endorsed for the general aggregate to be on a **PER PROJECT** basis, and the Contractor shall provide an additional insured endorsement acceptable to the County. The required insurance must include coverage for all projects and operations of Contractor or similar language that meets the approval of the County, which approval shall not be unreasonably withheld.
- C. **Automobile Liability.** The Contractor shall provide proof of Automobile Liability coverage, which shall include: Owned, Hired and Non-Owned. Bodily Injury and Property Damage Combined Single Limit shall be at least \$1,000,000 Per Accident.
- D. **Errors and Omissions; Professional Liability** Errors and Omissions or Professional Liability insurance, as may be required, covering damages arising out of negligent acts, errors, or omissions committed by Contractor in the performance of this Agreement, with a liability limit of not less than \$1,000,000 each claim. Contractor 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.
- E. **Additional Insured.** An Additional Insured endorsement shall be provided to County naming County as additional insured under the commercial general liability policy.
- F. **Certificates.** The Contractor shall provide certificates of insurance and endorsements evidencing compliance with these requirements. The Contractor's insurance shall include an endorsement to provide for at least thirty (30) days' firm written notice in the event of cancellation. Intent to notify is not acceptable. During the term of the Agreement and during the

period of any required continuing coverages, the Contractor shall provide, prior to expiration of the policies, certificates and endorsements 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 provided shall not constitute a waiver of this requirement.

G. **Reservation of Rights.** The County reserves the right to require a higher limit of insurance or additional coverages when the County determines that a higher limit or additional coverage is required to protect the County or the interests of the public. Such changes in limits or coverages shall be eligible for a change order or amendment to the Contract.

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

14. In accordance with Neb. Rev. Stat. §§ 4-108 through 4-114, Contractor 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. Contractor 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. Contractor shall require any subcontractor to comply with the provisions of this section.
15. 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.
16. The undersigned person representing the Contractor does hereby agree and represent that he or she is legally capable to sign this Agreement and to lawfully bind the Contractor to this Agreement.
17. 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. 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 Contractor.
19. All notices, request for services, or other communications provided under this Agreement shall be in writing and shall be given to County or the Contractor at the address set forth below or such other address as either may specify hereafter in writing:

County:

Lancaster County Youth Services Center
c/o Sheli Schindler, Director
1200 Radcliff Street
Lincoln, Nebraska 68512

Contractor:

Child Guidance Center
c/o Katie McLeese Stephenson,
MSW, Executive Director
2444 O Street
Lincoln, Nebraska 68510

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 hand. For the purpose of the Agreement, all notices will be deemed to have been given upon the date of the personal delivery or three days after having been deposited in the United States Post office as proved above.

20. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter herein and merges all prior discussions between them. It shall not be modified except by written agreement dated subsequent to the date of this Agreement and signed by all Parties.

EXECUTED this 19 day of June, 2018, by Contractor.

By: Katie McLeese Stephenson

Name: KATIE MCLEESE STEPHENSON

Title: EXECUTIVE DIRECTOR

EXECUTED this _____ day of _____, 2018, by Lancaster County,
Nebraska.

By: _____
Todd Wiltgen, Chair
Lancaster County Board of Commissioners

APPROVED AS TO FORM
this _____ day of _____, 2018.

Deputy County Attorney
for PAT CONDON
County Attorney

ATTACHMENT A

Personnel

Salaries & Wages (Current Rates + 3%)	\$50,677.37
Taxes	\$3,876.82
Benefits	\$6,081.28

General Operations

Staff Recognition/Retainment	\$75.00
Licensing/Credentialing	\$ -
Conference/Training	\$500.00
Supplies	\$150.00
Telephone	\$360.00
Shared Cost (Ins, IT, Billing Software, etc...)	\$3,294.03

Travel

Transportation(Mileage)	\$200.00
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Other

Administration (13%)	\$8,477.88
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Total

\$73,692.38



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/14/2018

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 UNICO Group, Inc. 1128 Lincoln Mall Suite 200 Lincoln NE 68508	CONTACT NAME: Cynthia Reinsch PHONE (A/C, No, Ext): (402)434-7200 E-MAIL ADDRESS: creinsch@unicogroup.com	FAX (A/C, No): (402)434-7272
	INSURER(S) AFFORDING COVERAGE	
INSURED Lincoln and Lancaster County Child Guidance Center 2444 "O" Street Lincoln NE 68510	INSURER A: Cincinnati Insurance Co.	
	INSURER B: United Wisconsin	
	INSURER C:	
	INSURER D:	
	INSURER E:	
INSURER F:		NAIC # 10677

COVERAGES

CERTIFICATE NUMBER: 18/19 All Lines

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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			ETD0479700/2021	3/17/2018	3/17/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			ETD0479700/2021	3/17/2018	3/17/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			ETD0479700/2021	3/17/2018	3/17/2019	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			0400165839	3/17/2018	3/17/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Professional Liability			ETD0479700/2021	3/17/2018	3/17/2019	Each Occurrence 1,000,000 Aggregate 3,000,000

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

City of Lincoln/Lancaster County is listed as an additional insured. Waiver of Subrogation applies on the Workers' Compensation. 30 day notice of cancellation applies.

CERTIFICATE HOLDER

JHolloway@lancaster.ne.gov

City of Lincoln/Lancaster County
 555 South 10th Street
 Lincoln, NE 68508

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

Shane Ideus/RRAY

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The Cincinnati Insurance Company

A Stock Insurance Company

Headquarters: 6200 S. Gilmore Road, Fairfield, OH 45014-5141

Mailing address: P.O. Box 145496, Cincinnati, OH 45250-5496

www.cinfin.com ■ 513-870-2000

NEW

Previous Policy Number

SOCIAL SERVICES PROGRAM COMMON POLICY DECLARATIONS

Billing Method: DIRECT BILL

POLICY NUMBER ETD 047 97 00 / ETA 047 97 00

NAMED INSURED LINCOLN AND LANCASTER COUNTY CHILD GUIDANCE CENTER
2444 O ST

ADDRESS LINCOLN, NE 68510-1125
(Number & Street,
Town, County,
State & Zip Code)

Policy Period: At 12:01 A.M., STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE

All coverages except Automobile and / or Garage

Policy number: ETD 047 97 00 FROM: 03-17-2018 TO: 03-17-2021

Automobile and / or Garage

Policy number: ETA 047 97 00 FROM: 03-17-2018 TO: 03-17-2019

Agency UNICO GROUP, INC. 26-003

City LINCOLN, NE

Legal Entity / Business Description

ORGANIZATION (ANY OTHER)

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

FORMS APPLICABLE TO ALL COVERAGE PARTS:

IL0017 11/98 COMMON POLICY CONDITIONS
IA102A 09/08 SUMMARY OF PREMIUMS CHARGED
IA904 04/04 SCHEDULE OF LOCATIONS
IA4236 01/15 POLICYHOLDER NOTICE TERRORISM INSURANCE COVERAGE
IP446 08/01 NOTICE TO POLICYHOLDERS
IA4113NE 12/17 NEBRASKA CHANGES - CANCELLATION AND NONRENEWAL
IA4226 03/02 NOTICE TO POLICY HOLDERS FUNGI OR BACTERIA EXCLUSION ENDORSEMENTS
IA4238 01/15 CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM
IA4282 12/09 NEBRASKA CHANGES - ACTUAL CASH VALUE
IA4338 05/11 SIGNATURE ENDORSEMENT
IL0022 05/87 EFFECTIVE TIME CHANGES - REPLACEMENT OF 12 NOON
IL0164 07/02 NEBRASKA CHANGES - APPRAISAL
FM502 07/08 COMMERCIAL PROPERTY COVERAGE PART DECLARATIONS
GA532 07/08 COMMERCIAL GENERAL LIABILITY COVERAGE PART DECLARATIONS

FORMS APPLICABLE TO ALL COVERAGE PARTS:

PA566 07/12 SOCIAL SERVICES PROFESSIONAL LIABILITY COVERAGE PART DECLARATIONS
CLAIMS-MADE
AA505 03/06 BUSINESS AUTO COVERAGE PART DECLARATIONS
USC513 05/10 COMMERCIAL UMBRELLA LIABILITY COVERAGE PART DECLARATIONS

04-30-2018 16:14

Countersigned _____ (Date) By _____ (Authorized Representative)

THE CINCINNATI INSURANCE COMPANY

A Stock Insurance Company

COMMERCIAL GENERAL LIABILITY COVERAGE PART DECLARATIONS

Attached to and forming part of POLICY NUMBER: ETD 047 97 00

Named Insured is the same as it appears in the Common Policy Declarations

LIMITS OF INSURANCE

EACH OCCURRENCE LIMIT	\$ 1,000,000	
GENERAL AGGREGATE LIMIT	\$ 3,000,000	
PRODUCTS-COMPLETED OPERATIONS AGGREGATE LIMIT	\$ 3,000,000	
PERSONAL & ADVERTISING INJURY LIMIT	\$ 1,000,000	ANY ONE PERSON OR ORGANIZATION
DAMAGE TO PREMISES RENTED TO YOU LIMIT		ANY ONE
\$100,000 limit unless otherwise indicated herein:	\$ SEE GA262	PREMISES
MEDICAL EXPENSE LIMIT		
\$5,000 limit unless otherwise indicated herein:	\$ SEE GA262	ANY ONE PERSON

CLASSIFICATION	CODE NO.	PREMIUM BASE	RATE		ADVANCE PREMIUM	
			Products / Completed Operations	All Other	Products / Completed Operations	All Other
LOC. 1 - NE SHELTERS, MISSION OR HALFWAY HOUSE INCL PROD AND/OR COMP OP	67017 A	7,191	33.314			240
LOC. 2 - NE HEALTH CARE FACILITIES - NFP INCL PROD AND/OR COMP OP	44440 A	29,003	18.125			526
SOCIAL SERVICES GENERAL LIABILITY ENDORSEMENT	20019		3.5%			250 MP
PHYSICAL ABUSE, SEXUAL MISCONDUCT/MOLESTATION	20021					5,627

The General Liability Coverage Part is subject to an annual minimum premium.

TOTAL ANNUAL PREMIUM \$ 6,643

FORMS AND / OR ENDORSEMENTS APPLICABLE TO COMMERCIAL GENERAL LIABILITY COVERAGE PART:

GA101	12/04	COMMERCIAL GENERAL LIABILITY COVERAGE FORM
CG2157	07/98	EXCLUSION - COUNSELING SERVICES
CG2244	07/98	EXCLUSION - SERVICES FURNISHED BY HEALTH CARE PROVIDERS
CG2252	10/93	EXCLUSION - MEDICAL PAYMENTS COVERAGE (INMATES, PATIENTS OR PRISONERS)
GA261	07/12	PHYSICAL ABUSE, SEXUAL MISCONDUCT OR SEXUAL MOLESTATION LIABILITY

FORMS AND / OR ENDORSEMENTS APPLICABLE TO COMMERCIAL GENERAL LIABILITY COVERAGE PART:

GA262	07/12	SOCIAL SERVICES COMMERCIAL GENERAL LIABILITY BROADENED ENDORSEMENT
GA3024	05/14	EXCLUSION - ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL INFORMATION AND DATA-RELATED LIABILITY - WITH LIMITED BODILY INJURY EXCEPTION
GA323	10/01	EXCLUSION - LEAD LIABILITY
GA382	03/02	FUNGI OR BACTERIA EXCLUSION
GA397	08/04	EXCLUSION - SILICA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**SOCIAL SERVICES COMMERCIAL GENERAL LIABILITY
BROADENED ENDORSEMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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B. Limits of Insurance:

The Commercial General Liability Limits of Insurance apply to the insurance provided by this endorsement, except as provided below:

1. Employee Benefit Liability Coverage

Each Employee Limit:	\$1,000,000
Aggregate Limit:	\$3,000,000
Deductible:	\$ 1,000

3. Damage to Premises Rented to You

- a. The lesser of:
 - (1) The Each Occurrence Limit shown in the Declarations; or
 - (2) \$1,000,000
- b. \$30,000 aggregate sublimit for damage caused by your "client"

4. Supplementary Payments

- a. Bail bonds: \$2,500
- b. Loss of earnings: \$ 750

5. Medical Payments

Medical Expense Limit: \$10,000

9. Property Damage to Borrowed Equipment

Each Occurrence Limit: \$10,000

Deductible: \$ 250

13. Limited Rental Lease Agreement Contractual Liability

Each Occurrence Limit: \$50,000

18. Voluntary Property Damage Coverage

Each Occurrence Limit: \$1,000

Deductible: \$ 250

C. Coverages

1. Employee Benefit Liability Coverage

a. The following is added to SECTION I - COVERAGES: Employee Benefit Liability Coverage.

(1) Insuring Agreement

(a) We will pay those sums that the insured becomes legally obligated to pay as damages caused by any act, error or omission of the insured, or of any other person for whose acts the insured is legally liable, to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend against any "suit" seeking damages to which this insurance does not apply. We may, at our discretion, investigate any report of an act, error or omission and settle any claim or "suit" that may result. But:

1) The amount we will pay for damages is limited as described in SECTION III - LIMITS OF INSURANCE; and

2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

(b) This insurance applies to damages only if the act, error or omission, is negligently committed in the "administration" of your "employee benefit program"; and

1) Occurs during the policy period; or

2) Occurred prior to the effective date of this endorsement provided:

a) You did not have knowledge of a claim or "suit" on or before the effective date of this endorsement.

You will be deemed to have knowledge of a claim or "suit" when any "authorized representative";

i) Reports all, or any part, of the act, error or omission to us or any other insurer;

ii) Receives a written or verbal demand or claim for damages because of the act, error or omission; and

b) There is no other applicable insurance.

(2) Exclusions

This insurance does not apply to:

(a) **Bodily Injury, Property Damage or Personal and Advertising Injury**

"Bodily injury", "property damage" or "personal and advertising injury".

(b) **Dishonest, Fraudulent, Criminal or Malicious Act**

Damages arising out of any intentional, dishonest, fraudulent, criminal or malicious act, error or omission, committed by any insured, including the willful or reckless violation of any statute.

(c) Failure to Perform a Contract

Damages arising out of failure of performance of contract by any insurer.

(d) Insufficiency of Funds

Damages arising out of an insufficiency of funds to meet any obligations under any plan included in the "employee benefit program".

(e) Inadequacy of Performance of Investment / Advice Given With Respect to Participation

Any claim based upon:

- 1) Failure of any investment to perform;
- 2) Errors in providing information on past performance of investment vehicles; or
- 3) Advice given to any person with respect to that person's decision to participate or not to participate in any plan included in the "employee benefit program".

(f) Workers' Compensation and Similar Laws

Any claim arising out of your failure to comply with the mandatory provisions of any workers' compensation, unemployment compensation insurance, social security or disability benefits law or any similar law.

(g) ERISA

Damages for which any insured is liable because of liability imposed on a fiduciary by the Employee Retirement Income Security Act of 1974, as now or hereafter amended, or by any similar federal, state or local laws.

(h) Available Benefits

Any claim for benefits to the extent that such benefits are available, with reasonable

effort and cooperation of the insured, from the applicable funds accrued or other collectible insurance.

(i) Taxes, Fines or Penalties

Taxes, fines or penalties, including those imposed under the Internal Revenue Code or any similar state or local law.

(j) Employment-Related Practices

Any liability arising out of any:

- (1) Refusal to employ;
- (2) Termination of employment;
- (3) Coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or other employment-related practices, acts or omissions; or
- (4) Consequential liability as a result of (1), (2) or (3) above.

This exclusion applies whether the insured may be held liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

(3) Supplementary Payments

SECTION I - COVERAGES, SUPPLEMENTARY PAYMENTS - COVERAGES A AND B also apply to this Coverage.

b. Who is an Insured

As respects Employee Benefit Liability Coverage, **SECTION II - WHO IS AN INSURED** is deleted in its entirety and replaced by the following:

(1) If you are designated in the Declarations as:

- (a)** An individual, you and your spouse are insureds, but only with respect to the conduct of a business of

which you are the sole owner.

(b) A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds but only with respect to the conduct of your business.

(c) A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.

(d) An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

(e) A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

(2) Each of the following is also an insured:

(a) Each of your "employees" who is or was authorized to administer your "employee benefit program".

(b) Any persons, organizations or "employees" having proper temporary authorization to administer your "employee benefit program" if you die, but only until your legal representative is appointed.

(c) Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

(3) Any organization you newly acquire or form, other than a part-

nership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if no other similar insurance applies to that organization. However, coverage under this provision:

(a) Is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

(b) Does not apply to any act, error or omission that was committed before you acquired or formed the organization.

c. Limits of Insurance

As respects Employee Benefit Liability Coverage, **SECTION III - LIMITS OF INSURANCE** is deleted in its entirety and replaced by the following:

(1) The Limits of Insurance shown in Section **B. Limits of Insurance, 1. Employee Benefit Liability Coverage** and the rules below fix the most we will pay regardless of the number of:

(a) Insureds;

(b) Claims made or "suits" brought;

(c) Persons or organizations making claims or bringing "suits";

(d) Acts, errors or omissions; or

(e) Benefits included in your "employee benefit program".

(2) The Aggregate Limit shown in Section **B. Limits of Insurance, 1. Employee Benefit Liability Coverage** of this endorsement is the most we will pay for all damages because of acts, errors or omissions negligently committed in the "administration" of your "employee benefit program".

(3) Subject to the limit described in (2) above, the Each Employee Limit shown in Section **B. Limits of Insurance, 1. Employee Benefit Liability Coverage** of this endorsement is the most we will pay for all damages sus-

tained by any one "employee", including damages sustained by such "employee's" dependents and beneficiaries, as a result of:

- (a) An act, error or omission; or
- (b) A series of related acts, errors or omissions, regardless of the amount of time that lapses between such acts, errors or omissions,

negligently committed in the "administration" of your "employee benefit program".

However, the amount paid under this endorsement shall not exceed, and will be subject to the limits and restrictions that apply to the payment of benefits in any plan included in the "employee benefit program".

(4) Deductible Amount

- (a) Our obligation to pay damages on behalf of the insured applies only to the amount of damages in excess of the deductible amount stated in the Declarations as applicable to Each Employee. The limits of insurance shall not be reduced by the amount of this deductible.
- (b) The deductible amount stated in the Declarations applies to all damages sustained by any one "employee", including such "employee's" dependents and beneficiaries, because of all acts, errors or omissions to which this insurance applies.
- (c) The terms of this insurance, including those with respect to:
 - 1) Our right and duty to defend the insured against any "suits" seeking those damages; and
 - 2) Your duties, and the duties of any other involved insured, in the event of an act, error or omission, or claim,

apply irrespective of the application of the deductible amount.

- (d) We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as we have paid.

d. Additional Conditions

As respects **Employee Benefit Liability Coverage, SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

- (1) Item 2. **Duties in the Event of Occurrence, Offense, Claim or Suit** is deleted in its entirety and replaced by the following:

2. Duties in the Event of an Act, Error or Omission, or Claim or Suit

- a. You must see to it that we are notified as soon as practicable of an act, error or omission which may result in a claim. To the extent possible, notice should include:

- (1) What the act, error or omission was and when it occurred; and
- (2) The names and addresses of anyone who may suffer damages as a result of the act, error or omission.

- b. If a claim is made or "suit" is brought against any insured, you must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or

"suit" as soon as practicable.

c. You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of an act, error or omission to which this insurance may also apply.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense without our consent.

- (2) Item 5. **Other Insurance** is deleted in its entirety and replaced by the following:

5. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when **c.** below applies. If this insurance is primary, our obligations are not af-

fectured unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in **b.** below.

b. Method of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

c. No Coverage

This insurance shall not cover any loss for which the insured is entitled to recovery under any other insurance in force previous to the effective date of this Coverage Part.

e. Additional Definitions

As respects **Employee Benefit Liability Coverage, SECTION V - DEFINITIONS** is amended as follows:

- (1) The following definitions are added:

1. "Administration" means:

- a.** Providing information to "employees", including their dependents and beneficiaries, with respect to eligibility for or scope of "employee benefit programs";

- b. Interpreting the "employee benefit programs";
- c. Handling records in connection with the "employee benefit programs"; or
- d. Effecting, continuing or terminating any "employee's" participation in any benefit included in the "employee benefit program".

However, "administration" does not include:

- a. Handling payroll deductions; or
- b. The failure to effect or maintain any insurance or adequate limits of coverage of insurance, including but not limited to unemployment insurance, social security benefits, workers' compensation and disability benefits.

2. "Cafeteria plans" means plans authorized by applicable law to allow "employees" to elect to pay for certain benefits with pre-tax dollars.

3. "Employee benefit programs" means a program providing some or all of the following benefits to "employees", whether provided through a "cafeteria plan" or otherwise:

- a. Group life insurance; group accident or health insurance; dental, vision and hearing plans; and flexible spending accounts; provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to those "employees" who satisfy the plan's eligibility requirements;
- b. Profit sharing plans, employee savings plans, employee stock

ownership plans, pension plans and stock subscription plans, provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to all "employees" who are eligible under the plan for such benefits;

- c. Unemployment insurance, social security benefits, workers' compensation and disability benefits; and
- d. Vacation plans, including buy and sell programs; leave of absence programs, including military, maternity, family, and civil leave; tuition assistance plans; transportation and health club subsidies.

(2) The following definitions are deleted in their entirety and replaced by the following:

21. "Suit" means a civil proceeding in which money damages because of an act, error or omission to which this insurance applies are alleged. "Suit" includes:

- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent;
- b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent; or
- c. An appeal of a civil proceeding.

8. "Employee" means a person actively employed, formerly employed, on leave of absence or disabled, or retired. Employee" includes a "leased worker". "Em-

ployee" does not include a "temporary worker".

2. Unintentional Failure to Disclose Hazards

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 7. Representations is hereby amended by the addition of the following:

Based on our dependence upon your representations as to existing hazards, if unintentionally you should fail to disclose all such hazards at the inception date of your policy, we will not reject coverage under this Coverage Part based solely on such failure.

3. Damage to Premises Rented to You

a. The last Subparagraph of **SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions** is hereby deleted and replaced by the following:

Exclusions c. through q. do not apply to damage to premises while rented to you or temporarily occupied by you with permission of the owner, when such damage is caused by:

- (1) Fire, explosion, lightning, smoke or soot; or
- (2) Your "client".

b. The insurance provided under **SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY** applies to "property damage" arising out of water damage to premises that are both rented to and occupied by you.

- (1) As respects Water Damage Legal Liability, as provided in Paragraph **3.b.** above:

The exclusions under **SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions**, other than **i. War** and the **Nuclear Energy Liability Exclusion**, are deleted and the following are added:

This insurance does not apply to:

- (a) "Property damage":
 - 1) Assumed in any contract; or

2) Loss caused by or resulting from any of the following:

- a) Wear and tear;
- b) Rust, corrosion, fungus, decay, deterioration, hidden or latent defect or any quality in property that causes it to damage or destroy itself;
- c) Smog;
- d) Mechanical breakdown including rupture or bursting caused by centrifugal force;
- e) Settling, cracking, shrinking or expansion; or
- f) Nesting or infestation, or discharge or release of waste products or secretions, by insects, birds, rodents or other animals.

(b) Loss caused directly or indirectly by any of the following:

- 1) Earthquake, volcanic eruption, landslide or any other earth movement;
- 2) Water that backs up or overflows from a sewer, drain or sump;
- 3) Water under the ground surface pressing on, or flowing or seeping through:
 - a) Foundations, walls, floors or paved surfaces;
 - b) Basements, whether paved or not; or
 - c) Doors, windows or other openings.

(c) Loss caused by or resulting from water that leaks or flows from plumbing, heat-

ing, air conditioning, or fire protection systems caused by or resulting from freezing, unless:

- 1) You did your best to maintain heat in the building or structure; or
- 2) You drained the equipment and shut off the water supply if the heat was not maintained.

(d) Loss to or damage to:

- 1) Plumbing, heating, air conditioning, fire protection systems, or other equipment or appliances; or
- 2) The interior of any building or structure, or to personal property in the building or structure caused by or resulting from rain, snow, sleet or ice, whether driven by wind or not.

c. Limit of Insurance

The Damage to Premises Rented to You Limit as shown in the Declarations is amended as follows:

(1) Paragraph 6. of **SECTION III - LIMITS OF INSURANCE:** is hereby deleted and replaced by the following:

6. Subject to 5. above, the Damage to Premises Rented to You Limit shown in **SOCIAL SERVICES COMMERCIAL GENERAL LIABILITY BROADENED ENDORSEMENT, Section B. Limits of Insurance; 3. Damage to Premises Rented to You, a.** of this endorsement is the most we will pay under **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY** for damages because of "property damage" to premises while rented to you or temporarily occupied by you with permission of the owner, arising out of any one "occurrence" to which this insurance applies.

(2) The following is added to **SECTION III - LIMITS OF INSURANCE:**

8. Subject to 6. above, the limit shown in **SOCIAL SERVICES COMMERCIAL GENERAL LIABILITY BROADENED ENDORSEMENT, Section B. Limits of Insurance; 3. Damage to Premises Rented to You, b.** of this endorsement is the most we will pay on an aggregate basis for damage to premises rented to you or temporarily occupied by you with permission of the owner, when such damage is caused by your "client". This aggregate limit of insurance applies separately to each "coverage term".

4. Supplementary Payments

Under **SECTION I - COVERAGE, SUPPLEMENTARY PAYMENTS - COVERAGES A AND B:**

- a. Paragraph 2. is replaced by the following:

Up to the limit shown in Section **B. Limits of Insurance, 4.a.** Bail Bonds of this endorsement for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

- b. Paragraph 4. is replaced by the following:

All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to the limit shown in Section **B. Limits of Insurance, 4.b.** Loss of Earnings of this endorsement per day because of time off from work.

5. Medical Payments

The Medical Expense Limit of Any One Person as stated in the Declarations is amended to the limit shown in Section **B. Limits of Insurance, 5. Medical Payment** of this endorsement.

6. 180 Day Coverage for Newly Formed or Acquired Organizations

SECTION II - WHO IS AN INSURED is amended as follows:

Subparagraph **a.** of Paragraph **4.** is hereby deleted and replaced by the following:

- a.** Insurance under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

7. Waiver of Subrogation

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 9. Transfer of Rights of Recovery Against Others to Us is hereby amended by the addition of the following:

We waive any right of recovery we may have because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a written contract requiring such waiver with that person or organization and included in the "products-completed operations hazard". However, our rights may only be waived prior to the "occurrence" giving rise to the injury or damage for which we make payment under this Coverage Part. The insured must do nothing after a loss to impair our rights. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce those rights.

8. Automatic Additional Insured - Specified Relationships

- a.** The following is hereby added to **SECTION II - WHO IS AN INSURED:**

- (1)** Any person or organization described in Paragraph **8.a.(2)** below (hereinafter referred to as additional insured) whom you are required to add as an additional insured under this Coverage Part by reason of:

- (a)** A written contract or agreement; or
 - (b)** An oral agreement or contract where a certificate of insurance showing that person or organization as an additional insured has been issued,

is an insured, provided:

- (a)** The written or oral contract or agreement is:

- 1)** Currently in effect or becomes effective during the policy period; and
 - 2)** Executed prior to an "occurrence" or offense to which this insurance would apply; and

- (b)** They are not specifically named as an additional insured under any other provision of, or endorsement added to, this Coverage Part.

- (2)** Only the following persons or organizations are additional insureds under this endorsement, and insurance coverage provided to such additional insureds is limited as provided herein:

- (a)** The manager or lessor of a premises leased to you with whom you have agreed per Paragraph **8.a.(1)** above to provide insurance, but only with respect to liability arising out of the ownership, maintenance or use of that part of a premises leased to you, subject to the following additional exclusions:

This insurance does not apply to:

- 1)** Any "occurrence" which takes place after you cease to be a tenant in that premises.
- 2)** Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

- (b)** Any person or organization from which you lease equipment with whom you have agreed per Paragraph **8.a.(1)** above to provide insurance. Such person(s) or organization(s) are insureds solely with respect to their liability arising out of the maintenance, operation or use by you of equipment

leased to you by such person(s) or organization(s). However, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

- (c) Any person or organization (referred to below as vendor) with whom you have agreed per Paragraph 8.a.(1) above to provide insurance, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

- 1) The insurance afforded the vendor does not apply to:
 - a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - b) Any express warranty unauthorized by you;
 - c) Any physical or chemical change in the product made intentionally by the vendor;
 - d) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged

in the original container;

- e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
 - g) Products which, after distribution or sale by you, have been labeled or re-labeled or used as a container, part or ingredient of any other thing or substance by or for the vendor.
- 2) This insurance does not apply to any insured person or organization:
- a) From whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products; or
 - b) When liability included within the "products-completed operations hazard" has been excluded under this Coverage Part with respect to such products.

- (d) Any state or political subdivision with which you have agreed per Paragraph **8.a.(1)** above to provide insurance, subject to the following additional provision:

This insurance applies only with respect to the following hazards for which the state or political subdivision has issued a permit in connection with premises you own, rent or control and to which this insurance applies:

- 1) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners, or decorations and similar exposures; or
- 2) The construction, erection, or removal of elevators; or
- 3) The ownership, maintenance, or use of any elevators covered by this insurance.

- (e) Any benefactors or grantors with whom you have agreed per Paragraph **8.a.(1)** above to provide insurance, but only with respect to "bodily injury", "property damage", or "personal and advertising injury" arising out of their providing financing or funding to you.

- (3) Any insurance provided to an additional insured designated under Paragraph **8.a.(2)** Subparagraphs (a), (b) and (d) does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the sole negligence or willful misconduct of the additional insured or their agents, "employees" or any other representative of the additional insured.

b. **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is hereby amended as follows:

Condition **5. Other Insurance** is amended to include:

- (1) Where required by a written contract or agreement, this insurance is primary and / or noncontributory as respects any other insurance policy issued to the additional insured, and such other insurance policy shall be excess and / or noncontributing, whichever applies, with this insurance.

- (2) Any insurance provided by this endorsement shall be primary to other insurance available to the additional insured except:

(a) As otherwise provided in **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 5. Other Insurance, b. Excess Insurance**; or

(b) For any other valid and collectible insurance available to the additional insured as an additional insured by attachment of an endorsement to another insurance policy that is written on an excess basis. In such case, the coverage provided under this endorsement shall also be excess.

9. **Property Damage to Borrowed Equipment**

- a. The following is hereby added to Exclusion **j. Damage to Property** of Paragraph 2. **Exclusions of SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY.**

Paragraphs (3) and (4) of this exclusion do not apply to tools or equipment loaned to you, provided they are not being used to perform operations at the time of loss.

- b. With respect to the insurance provided by this section of the endorsement, the following additional provisions apply:

- (1) The Limits of Insurance shown in the Declarations are replaced by the limits designated in **Section B. Limits of Insurance, 9. Property Damage to Borrowed Equipment** of this endorsement with respect to coverage provided by this endorsement.

These limits are inclusive of and not in addition to the limits being replaced. The Limits of Insurance shown in Section **B. Limits of Insurance, 9. Property Damage to Borrowed Equipment** of this endorsement fix the most we will pay in any one "occurrence" regardless of the number of:

- (a) Insureds;
- (b) Claims made or "suits" brought; or
- (c) Persons or organizations making claims or bring "suits".

(2) Deductible Clause

- (a) Our obligation to pay damages on your behalf applies only to the amount of damages for each "occurrence" which are in excess of the deductible amount stated in Section **B. Limits of Insurance, 9. Property Damage to Borrowed Equipment** of this endorsement. The limits of insurance will not be reduced by the application of such deductible amount.
- (b) **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 2. Duties in the Event of Occurrence, Offence, Claim or Suit**, applies to each claim or "suit" irrespective of the amount.
- (c) We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

10. Employees as Insureds - Specified Health Care Services

It is hereby agreed that Paragraph 2.a.(1)(d) of **SECTION II - WHO IS AN INSURED**, does not apply to your "employees" who provide professional health care services on your behalf as duly licensed:

- a. Nurses;
- b. Emergency Medical Technicians; or

c. Paramedics,

in the jurisdiction where an "occurrence" or offense to which this insurance applies takes place.

11. Broadened Notice of Occurrence

Paragraph a. of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 2. Duties in the Event of Occurrence, Offence, Claim or Suit** is hereby deleted and replaced by the following:

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
 - (1) How, when and where the "occurrence" or offense took place;
 - (2) The names and addresses of any injured persons and witnesses; and
 - (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

This requirement applies only when the "occurrence" or offense is known to an "authorized representative".

12. Broadened Who is an Insured

SECTION II - WHO IS AN INSURED, Paragraph 2. is amended to include:

- e. Your officials, trustees, board members, insurance managers, medical directors and administrators while acting within the scope of their duties as such.
- g. Your students in training and "not-for-profit members", but only with respects to their liability for duties or activities they perform on your behalf.

For purposes of this endorsement **SECTION V - DEFINITIONS** is modified to include:

"Not-for-profit members" means a person who is a member of a not-for-profit organization, including clubs and churches, who receives no financial or other compensation.

- h. Your "independent contractor" but only with respects to their liability for services provided to your "client".

- (a) For purpose of this extension **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDI-**

TIONS, 5. Other Insurance is deleted in its entirety and replaced by the following:

This extension of coverage is excess over any other valid and collectible insurance, including deductible, or agreement of indemnity available to the "independent contractor", whether primary, excess, contingent or on any other basis. Other valid and collectible insurance includes, but is not limited to, policies or insurance programs purchased or established by or on behalf of the "independent contractor" to insure against liability arising from activities of the "independent contractor", whether primary, excess, contingent, or on any other basis.

- (b) For purposes of this endorsement **SECTION V – DEFINITIONS** is modified to include:

"Independent contractor" means social workers and case managers who you do not classify as an "employee", and to whom you refer "clients".

13. Limited Rental Lease Agreement Contractual Liability

SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions, b. Contractual Liability is amended to include the following:

At your request, we will pay on your behalf damages arising out of "bodily injury" or "property damage" that you are obligated to pay by reason of the assumption of liability in a contract or agreement, that is not an "insured contract", regarding the rental or lease of premises on behalf of your "client".

- (1) This extension of coverage applies only to a rental or lease agreement; and
- (2) For purpose of this extension **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 5. Other Insurance** is deleted in its entirety and replaced by the following:

This extension of coverage is excess over any other valid and collectible insurance, including deductible, or agreement of indemnity available to the "client", whether primary, excess, contingent or on any other basis.

Other valid and collectible insurance includes, but is not limited to, policies or insurance programs purchased or established by or on behalf of the "client" to insure against liability arising from activities of the "client", whether primary, excess, contingent, or on any other basis.

- (3) The **Limits of Insurance** shown in **Section B. Limits of Insurance, 13. Limited Rental Lease Agreement Contractual Liability** fix the most we will pay in any one "occurrence" regardless of the number of:

- (a) Insureds;
- (b) Claims made or "suits" brought; or
- (c) Persons or organizations making claims or bringing "suits".

14. Bodily Injury Redefined

Section V - Definitions, Definition 4. "bodily injury" is deleted in its entirety and replaced by the following:

4. "Bodily injury" means bodily injury, disability, sickness, or disease sustained by a person, including death resulting from any of these at any-time. "Bodily injury" includes mental anguish or other mental injury resulting from "bodily injury".

15. Nonowned Aircraft

Paragraph **2. Exclusions** of **Section I - COVERAGES A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Exclusion g. Aircraft, Auto or Watercraft** does not apply to an aircraft, provided:

- a. It is not owned by any insured;
- b. It is hired or chartered by or loaned to an insured with a paid and trained crew; and
- c. The pilot in command holds a currently effective certificate, issued by the duly constituted authority of the United States of America or Canada, designating him or her a commercial or airline pilot.

16. Fellow Employee Coverage

SECTION II - WHO IS AN INSURED, is amended as follows:

Paragraphs **2.a.(1)(a)** and **2.a.(1)(b)** are deleted in their entirety and replaced by the following:

- (1) "Bodily injury" or "personal and advertising injury":

(a) To you.

17. Personal and Advertising Injury Redefined

Under **SECTION V - DEFINITIONS**, Definition 17. "personal and advertising injury" is deleted in its entirety and replaced with the following:

17. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

- a. False arrest, detention or imprisonment;
- b. Malicious prosecution;
- c. Abuse of process;
- d. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
- e. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
- f. Oral or written publication, in any manner, of material that violates a person's right of privacy;
- g. The use of another's advertising idea in your "advertisement";
- h. Infringing upon another's copyright, trade dress or slogan in your "advertisement"; or
- i. Discrimination, based on race, color, religion, sex, age or national origin, except when:

(1) Done intentionally by or at the direction of, or with the knowledge or consent of:

- (a) Any insured; or
- (b) Any "executive officer", director, stockholder, partner or member of the insured;

(2) Directly or indirectly related to the sale, rental, lease or sub-lease or prospective sales, rental, lease or sub-

lease of any room, dwelling or premises by or at the direction of any insured; or

- (3) Insurance for such discrimination is prohibited by or held in violation of law, public policy, legislation, court decision or administrative ruling.

This coverage does not apply to fines or penalties imposed because of discrimination.

18. Voluntary Property Damage Coverage

We will pay for "property damage" to property of others arising out of operations incidental to the insured's business when:

1. Damage is caused by the insured; or
2. Damage occurs while property of others is in the insured's possession.

With your consent, we will make these payments regardless of fault.

With respect to the insurance provided by this section of the endorsement, the following additional provisions apply:

- a. The Limits of Insurance shown in the Declarations are replaced by the limits designated in Section B. **Limits of Insurance, 18. Voluntary Property Damage Coverage**, of this endorsement with respect to coverage provided by this endorsement. These limits are inclusive of and not in addition to the limits being replaced. The Limits of Insurance shown in Section B. **Limits of Insurance, 18. Voluntary Property Damage Coverage** of this endorsement is the most we will pay in any one "occurrence" regardless of the number of:

- (1) Insureds;
- (2) Claims-made or "suits" brought; or
- (3) Persons or organizations making claims or bringing "suits".

b. Deductible Clause

- (1) Our obligation to pay damages on your behalf applies only to the amount of damages for each "occurrence" which are in excess of the deductible amount stated in

Section B. Limits of Insurance, 18. Voluntary Property Damage Coverage of this endorsement. The limits of insurance will not be reduced by the application of such deductible amount.

- (2) **Condition 2. Duties in the Event of Occurrence, Offense, Claim or Suit**, applies to each claim or "suit" irrespective of the amount.
- (3) We may pay any part or all of the deductible amount to

effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

19. Client Defined

Section V – Definitions is modified by adding the following:

"Client" means a person or organization served by or utilizing the services of your organization.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Contractor: Nebraska Department of Health and Human Services
Address: 301 Centennial Mall South, PO Box 94986
Lincoln, NE 68509
Job Site: NE
Type of Work:
Project #:
Effective: 3/17/2018

Contractor: City of Lincoln/Lancaster County
Address: 555 South 10th Street
Lincoln, NE 68510
Job Site: NE
Type of Work:
Project #:
Effective: 3/17/2018

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

Endorsement Effective: 06/27/2018 Policy No.: 0400165839 Endorsement No.: 1
Insured: Lincoln and Lancaster County Child Guidance Center Premium:
Insurance Company: United Wisconsin Insurance Company

Countersigned By _____