

LANCASTER COUNTY BOARD OF COMMISSIONERS

#155

COUNTY-CITY BUILDING
555 South 10th Street, Room 110
Lincoln, Nebraska 68508
Phone: (402) 441-7447
Fax: (402) 441-6301
E-mail: commish@co.lancaster.ne.us



June 7, 2004

COMMISSIONERS

Bernie Heier
Larry Hudkins
Deb Schorr
Ray Stevens
Bob Workman

Chief Administrative Officer

Kerry P. Eagan

Deputy Chief Administrative Officer

Gwen Thorpe

Gary E. Lacey
Lancaster County Attorney
Law and Justice Center
575 South 10th Street
Lincoln, NE 68508

RE: County's Obligation to Fund Developmental Disability Service Providers

Dear Gary:

As you are aware, the Lancaster County Board of Commissioners dissolved the Lancaster Office of Mental Retardation (LOMR) in 1993. As part of this process, Lancaster County entered into a contract with the new provider, Community Alternatives of Nebraska (CAN), providing for the transition of the LOMR program to CAN. As part of this agreement, the County agreed to provide annual funding of \$800,000.00 to CAN for a period of two years.


Upon completion of this contract, the County Board decided to change the policy governing the distribution of County funding for developmental disability programs. Essentially, the County Board created a system whereby the County funding would follow the client. In other words, a provider would receive funding from the County based on the number of clients served in relation to the total number of clients served within the County. In addition, the total amount of funding was reduced from \$800,000.00 to an amount equal to the annual County per capita contribution required by Region V, Inc. for its developmental disability program. The per capita was set forth in State statute at the time. Each developmental disability provider wishing to receive County funding was required to enter into a contract with the County. For your convenience, a copy of such a contract is included with this opinion request.

As the Board prepares the budget for the upcoming fiscal year, a question has been raised regarding Lancaster County's funding of developmental disability providers. Specifically, does the County have a legal responsibility to provide funding for developmental disabilities? If so, what is the amount of funding the County is required to provide? If the County desires to discontinue funding for developmental disabilities, what process must the County follow in order to terminate its contacts with developmental disability providers?

Gary E. Lacey
Lancaster County Attorney
June 7, 2004

As always, your assistance is greatly appreciated. If you have any questions regarding this opinion request please contact either myself or Dave Kroeker.

Sincerely,



Kerry P. Egan
Chief Administrative Officer

cc: County Board
Dave Kroeker

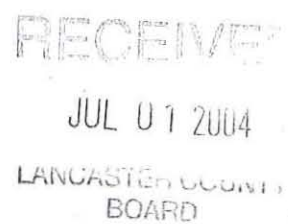
#155



GARY LACEY
LANCASTER COUNTY ATTORNEY
575 South 10th Street
Lincoln, Nebraska 68508-2866
402.441.7321 / TELECOPIER 402.441.7336

Joe Kelly, Chief Deputy

July 1, 2004



Kerry P. Eagan
Chief Administrative Officer
County-City Building
555 South 10th Street, Room 110
Lincoln, Nebraska 68508

Re: County's Obligation to Fund Developmental Disability Service Providers

Dear Mr. Eagan:

In your letter dated June 7, 2004, you raised several questions regarding Lancaster County's obligation to provide funding for developmental disabilities. As background, you indicated that after the Lancaster Office of Mental Retardation (LOMR) was dissolved in 1993, the County entered into a contract with Community Alternatives of Nebraska (CAN), wherein the County agreed to provide annual funding of \$800,000 to CAN for a period of two years. Upon completion of the CAN contract, the County Board created a system whereby a provider would receive funding from the County based on the number of clients serviced in relation to the total number of clients served within the County. In addition, the total amount of funding was reduced from \$800,000 to an amount equal to the annual County per capita contribution required by Region V, Inc. for its developmental disability program. Your letter indicated that the per capita was set forth in state statute at the time. Each developmental disability provider wishing to receive County funding was required to enter into a contract with the County.

Specifically, you requested our opinion on the following:

1. Does the County have a legal responsibility to provide funding for developmental disabilities?
2. If so, what is the amount of funding the County is required to provide?
3. If the county desires to continue funding for developmental disabilities, what process must the County follow in order to terminate its contracts with developmental disability providers?

The County does not have a legal responsibility to provide funding for developmental disabilities based upon current state statute. The Developmental Disabilities Services Act is found in Neb.Rev.Stat. §§ 83-1201 to 83-1126 (Reissue 1999). There are only two (2) sections which reference the funding of developmental disability services. Section 83-1201.01 reads in part:

The Legislature finds that present state appropriations on behalf of community-based services to persons with developmental disabilities are twenty-nine million dollars below the amount which has been identified by the Department of Public Institutions as being the minimum necessary to pay the reasonable costs of providing such services to all Nebraskans who are eligible to receive them. Of that total, eighteen million dollars is required to bring services to an estimated one thousand one hundred fifty-five persons who are presently awaiting for services and eleven million dollars is required to pay employees of community-based providers of services on a parity with employees performing essentially the same tasks in state institutions.

The Legislature also finds that increasing the present appropriation by the required amount in a single budget period is not feasible but that the state must pursue full funding of community-based developmental disability programs in a reasonable timeframe...

Further, Section 83-1216 reads in part:

(4) It is the intent of the Legislature that the Department of Health and Human Services take all possible steps to maximize funding in order to implement subsections (1) and (2) of this section prior to the date these subsections become entitlements. It is the intent of the legislature that funding sources within the Department of Health and Human Services, the State Department of Education, and other agencies be utilized to the maximum extent possible.

There is no language within the Act indicating that the County is responsible to provide funding for developmental disabilities. The statutes pursuant to which the County formerly provided funding for developmental disability services were repealed in 1991 by LB 830, which introduced the Developmental Disabilities Services Act. Such repeal essentially eliminated any direction as to the source of funding for developmental disabilities. The current Act does not address funding sources for developmental disability services, and thus, the County does not have a legal responsibility to provide such funding. The decision to discontinue funding is a matter of policy for the County Board.

If the County desires to discontinue funding for developmental disabilities, the County will have to follow the termination procedure provided for in the current contracts. The termination clause states in relevant part:

Termination: Either party may terminate this contract at any time by giving the other party written notice of its intent to terminate this Contract at least sixty (60) days prior to the proposed date of termination.

The County is obligated to give the Contractor sixty (60) days written notice of its intent to terminate prior to the proposed date of termination. Thus, if the County desires to terminate the contract effective September 1, 2004, the County must give the Contractor written notice of such intent on July 1, 2004.

If you have any further questions or concerns, please do not hesitate to contact our office.

Respectfully,

GARY E. LACEY
County Attorney

Kristy Mundt
Kristy Mundt
Deputy County Attorney

cc: County Board
Dave Kroeker

FILED C-04-0041
FEB 2 2004
LANCASTER COUNTY
CLERK

CONTRACT

ORIGINAL

THIS CONTRACT is made and entered into by and between the COUNTY OF LANCASTER, NEBRASKA, a political subdivision of the State of Nebraska, hereinafter referred to as County, and ACTIVE COMMUNITY TREATMENT, INC., a for profit corporation, hereinafter referred to as Contractor.

WITNESSETH:

WHEREAS, the Contractor provides services to persons with developmental disabilities; and

WHEREAS, pursuant to the authority granted under NEB. REV. STAT. Section 23-104.03 (Reissue 1997), the County desires to provide funding for the purpose of providing developmental disability services for residents of Lancaster County.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, it is agreed as follows by the parties hereto:

1. Purpose: The purpose of this Contract is to provide funding to the Contractor in exchange for the provision of developmental disability services to residents of Lancaster County, Nebraska.
2. Project: Contractor agrees that it shall expend the funds herein only for the purposes authorized in Section 1 above.
3. Project Budget: Contractor shall provide the County with a copy of Contractor's annual budget for the calendar year 2003, as well as a copy of Contractor's year-end cost report for 2003.
4. Account Procedures and Records: Contractor shall establish for the project one or more separate accounts. Said account or accounts shall be maintained within Contractor's existing accounting system or set up independently. Said accounts are referred to herein collectively as "Project Account."
5. Compensation: For each year this Contract is in effect, the County shall appropriate funds in an amount equal to the annual county per capita contribution required by Region V, Inc., for developmental disability services. It is expressly understood between the County and Contractor that the amount of funding appropriated under this Contract shall be the percentage of these funds which is equal to the percentage of developmental disability clients being served by the Contractor in relation to the total number of such clients being served by all developmental disability providers in Lancaster County. Further, it is the intent of County for the funding under this Contract to follow the disability clients being served. On a quarterly basis, the County shall review information provided by the Developmental Disabilities Division of the Department of Health & Human Services (Developmental Disabilities Division) regarding the number of persons with developmental disabilities being served by each provider in Lancaster County. Based on the information contained in these quarterly reports, the County shall make the quarterly payment to the

Contractor based on the actual number of clients being served at the beginning of each quarter. The County shall make payments based upon services provided and upon receipt of documentation that services have been provided. The parties agree that compensation is not in the form of a retainer.

Payments shall be made by the County according to the following schedule: On or after October 1, 2003 = Contractor's portion of 1/4 of the total amount appropriated by the County; on or after January 1, 2004 = Contractor's portion of 1/4 of the total amount appropriated by the County; on or after April 1, 2004 = Contractor's portion of 1/4 of the total amount appropriated by the County; and on or after July 1, 2004 = Contractor's portion of 1/4 of the total amount appropriated by the County. This payment schedule shall be applicable for any year this Contract is in effect.

6. Audit and Inspection: County and Contractor acknowledge that Contractor and its operations, services to clients and expenditures are subject to oversight and audit by the Developmental Disabilities Division. County is relying upon the Developmental Disabilities Department for such oversight and audit of Contractor. The Contract herein shall terminate if at any time Contractor's Client Services Contract with the Developmental Disabilities Department is terminated or not renewed. Contractor shall permit and shall require its agents and employees to permit the County or its authorized representative to inspect such client services records, including the hours of services rendered by the Contractor to such clients, to permit County and its authorized representative to audit the percentage determined on a quarterly basis in Section 5 hereof.

7. Project Monitor: The project shall be monitored by the County through the Lancaster County Chief Administrative Officer. In the event of noncompliance with this Agreement by Contractor, the Project Monitor shall report said noncompliance to the Lancaster County Board.

8. Equal Employment Opportunity. In connection with the carrying out of the activities provided herein, Contractor shall not discriminate against an employee or applicant for employment because of race, color, religion, sex, disability, national origin, age, marital status or receipt of public assistance.

9. Independent Contractor. 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.

10. Insurance.

Workers' Compensation Insurance

Contractor shall purchase and maintain during the term of this Agreement, Workers' Compensation Insurance, fully insuring its employees as required by law. Said insurance shall be obtained from an insurance company which is authorized to do business in the State of Nebraska.

General Liability Insurance

Contractor shall purchase and maintain during the term of this Agreement, General Liability Insurance, naming and protecting them and the County against claims for damages resulting from (1) bodily injury, including wrongful death, (2) personal injury liability and (3) property damage which may arise from operations under this Agreement whether such operations be by Contractor or any one directly or indirectly employed by them. The minimum acceptable limits of liability to be provided by such insurance shall be as follows:

Bodily Injury/Property Damage	\$1,000,000 Each Occurrence \$2,000,000 Aggregate
Personal Injury Damage	\$1,000,000 Each Occurrence
Automotive Liability	\$1,000,000 Combined Single Limit

Professional Liability Insurance

The Contractor shall maintain during the life of this contract, Professional Liability Insurance, naming and protecting Contractor against claims for damages resulting from the Contractor's errors, omissions or negligent acts. Such policy shall contain a limit of liability not less than two million dollars.

The Contractor shall not commence work under this Agreement until it has obtained all insurance required under this section and has provided the County with a Certificate of Insurance showing the specific limits of insurance required by this section and showing Lancaster County as an additional insured. Such certificate shall specifically state that Insurance policies are to be endorsed to require the Insurer to provide Lancaster County thirty (30) days notice of cancellation, non-renewal or any material reduction of insurance coverage.

11. Prohibited Interests: Neither Contractor nor any of its subcontractors or their subcontractors shall enter into any contract, subcontract, or arrangement in connection with the project provided herein, or any property included or planned to be included in the project in which any officer, agent or employee of Contractor during his tenure or for one year thereafter has any financial interest, direct or indirect.

12. County Not Obligated to Third Parties: County shall not be obligated or liable hereunder to any party other than the Contractor.

13. Breach or Default by Contractor: In the event of any breach or default hereunder by Contractor during the term of this Contract in performing the terms and conditions required of Contractor hereunder, then and upon the happening of such event, County shall give written notice to Contractor of such breach or default, and Contractor shall

Immediately surrender to County or its designated representative any balance remaining in the Project Account. Contractor shall be liable to County for immediate repayment of any unauthorized expenditure of funds from Project Account.

14. Severability: If any portion of this Contract 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 the applicable law.

15. Term: The term of this Contract shall be for a period of one (1) year from and after July 1, 2003 through June 30, 2004.

16. Renewal: This Contract shall be automatically renewed for successive terms of twelve (12) months each, and shall continue in full force and effect unless and until it shall be terminated.

17. Termination: Either party may terminate this Contract at any time by giving the other party written notice of its intent to terminate this Contract at least sixty (60) days prior to the proposed date of termination. Any unencumbered balance remaining on the Project Account upon termination shall be returned to the County. Any other Contract previously entered into between the parties for the provision of developmental disability services to the residents of Lancaster County are superseded and terminated by the execution of this Contract.

18. Assignment. Contractor shall not assign its duties and responsibilities under this Agreement without the express written permission of the County.

19. Hold Harmless. Each party agrees to indemnify and hold harmless to the fullest extent allowed by law, the other party from and against any and all claims, damages, losses, and expenses (including attorneys' fees) arising out of or resulting from its acts and the acts of its agents and employees in performance of this agreement. Further, each party shall maintain a policy or policies of insurance sufficient in coverage and amount to pay any judgements or related expenses resulting from or in conjunction with any such claims. Each party agrees that it will be responsible for its own acts and omissions and the results of its own acts and omissions, and shall not be responsible for the acts or omissions of the other party. The parties agree to assume all risk and liability for any injury to persons or property resulting in any manner from each party's own acts or omissions related to the Agreement, including acts or omissions by each party's own agents or employees related to this Agreement. Liability includes any claims, damages, losses, civil rights liability and expenses (including attorneys' fees) arising out of or resulting from performance of this Agreement, that results in any claim for damage whatsoever including any bodily injury, sickness, disease, property, including any resulting loss of use.

20. Confidentiality. The Contractor 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. The Contractor also agrees to comply with the terms of Attachment "A", which is attached hereto and incorporated by this reference.

EXECUTED by Contractor this 2 day of FEBRUARY, 2004.

ACTIVE COMMUNITY TREATMENTS, INC.
a for profit corporation

BY: [Signature] Brian Kovich

Title: ADMINISTRATOR

EXECUTED by Sponsor this 3 day of February, 2004.

APPROVED AS TO FORM THIS
2 day of FEBRUARY, 2004.

LANCASTER COUNTY, NEBRASKA
A Political Subdivision Sponsor

[Signature]
for GARY E. LACEY
Lancaster County Attorney

BY: [Signature]
RAY A. STEVENS, JR., Chairman
Lancaster County Board
of Commissioners

ATTACHMENT A

I. Definitions. Terms used but not otherwise defined in this Agreement shall have the meanings set forth in the HIPAA Privacy Regulations, including but not limited to, 45 C.F.R. Part 160 and 164, and the federal regulations governing the Confidentiality of Alcohol and Drug Abuse Patient Records, 42 C.F.R. Part 2.

II. Purpose. The Lancaster County Community Mental Health Center is a Covered Entity under HIPAA and Contractor is its Business Associate with respect to the Business Associate Functions described in the Agreement. Business Associate will have access to Protected Health Information (PHI) in order to perform its functions. HIPAA requires Covered Entity to obtain satisfactory written contractual assurances from its business associates. The purpose of this Agreement is to obtain satisfactory written contractual assurances from Business Associate that Business Associate will appropriately safeguard such PHI in accordance with the HIPAA Privacy Regulations and the federal regulations governing the Confidentiality of Alcohol and Drug Abuse Patient Records.

III. Permitted Uses and Disclosures by Business Associate. Business Associate shall only use and disclose PHI for the following purposes:

- a. To perform those functions described in the Agreement.
- b. As needed for the proper management and administration of Business Associate and to carry out the legal responsibilities of Business Associate, provided that such use or disclosure would not violate the HIPAA Privacy Regulations or the regulations governing the Confidentiality of Alcohol and Drug Abuse Patient records.

IV. Obligations and Assurances of Business Associate. Business Associate agrees to:

- a. Use and/or disclose PHI which Business Associate receives from or creates for Covered Entity only as permitted or required by the Agreement or as required by law, provided that such use or disclosure would not violate the HIPAA Privacy Regulations or the Confidentiality of Alcohol and Drug Abuse Patient records.
- b. Use appropriate safeguards to prevent use or disclosure of the PHI other than as provided for in this Agreement.
- c. Report to Covered Entity, within a reasonable time after discovery, any use or disclosure of the PHI not provided for by the Agreement of which it becomes aware, together with any remedial or mitigating action taken or proposed to be taken with respect thereto. Business Associate shall cooperate with Covered Entity as requested by Covered Entity in mitigating any harmful effects of such unauthorized disclosure.
- d. Require that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.
- e. Provide access, at the request of Covered Entity, within a reasonable time after request, to PHI to Covered Entity or, as directed by Covered Entity, to an individual in order to meet the requirements of §164.524 of the Regulations.

- f. Notify Covered Entity within three (3) business days of a request by an individual to amend PHI maintained by Business Associate, direct the requesting individual to the Covered Entity in the handling of such request, and incorporate any amendment accepted by the Covered Entity in accordance with §164.526 of the Regulations.
- g. Document disclosures of PHI and information related to such disclosures as would be required for the Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with §164.528 of the Regulations.
- h. Notify Covered Entity within three (3) business days of any request by an individual for an accounting of disclosures, direct the requesting individual to the Covered Entity in the handling of such request, and provide Covered Entity within ten (10) days thereafter with all information in its possession or in the possession of its agents, and contractors, which is needed to permit Covered Entity to respond to the request for accounting in accordance with §164.528 of the Regulations. Business Associate agrees to retain necessary records from which to respond to the requests for an accounting.
- i. Make internal practices, books and records, including policies and procedures relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of Covered Entity, available to appropriate federal entities for purposes of determining Covered Entity's compliance with the Privacy Regulations.
- j. Resist any efforts in judicial proceedings to obtain access to the protected information except as expressly provided for in the regulations governing the Confidentiality of Alcohol and Drug Abuse Patient records, 42 C.F.R. Part 2, as they may be amended.

V. **Responsibilities of the Covered Entity.** Covered Entity agrees to:

- a. Notify Business Associate of any limitation(s) in its notice of privacy practices of Covered Entity in accordance with §164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
- b. Notify Business Associate of any changes in, or revocation of, permission by individual to use or disclose PHI to the extent that such changes may affect Business Associate's use or disclosure of PHI
- c. Notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with §164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

VI. **Term and Termination.**

- a. *Term.* This Agreement shall be effective on the Effective Date and shall continue in effect until all obligations of the parties have been met, including return or destruction of all PHI in Business Associate's possession (or in the possession of Business Associate's agents and/or contractors), unless sooner terminated as provided herein. It is expressly agreed that the terms and conditions of this Agreement designed to safeguard PHI shall survive expiration or other termination of the Agreement, and shall continue in full force and effect until Business Associate has performed all obligations under the Agreement.
- b. *Termination by Covered Entity.* Upon Covered Entity's knowledge of a material breach by Business

Associate, Covered Entity may immediately terminate the Agreement. Alternatively, Covered Entity may choose to provide Business Associate with written notice of the existence of an alleged material breach, and afford Business Associate an opportunity to cure the alleged material breach upon mutually agreeable terms.

c. *Effect of Termination.*

- (1) Except as provided in paragraph (2) of this section, upon termination of this Agreement, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.
- (2) In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction unfeasible. Upon written notice to Covered Entity that return or destruction of PHI is not feasible, Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction unfeasible, for so long as Business Associate maintains such PHI.

VII: *Miscellaneous*

- a. *Amendment.* The parties agree to take such action as is necessary to amend this Agreement from time to time as it necessary for Covered Entity to comply with the requirements of the HIPAA Privacy Regulations.
- b. *Survival.* The respective rights and obligations of Business Associate under Section VI(c) of this Agreement shall survive the termination of this Agreement.
- c. *Interpretation.* Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the HIPAA Privacy Regulations, 45 C.F.R. Parts 160 and 164 and the Confidentiality of Alcohol and Drug Abuse Patient records, 42 C.F.R. Part 2, as they may be amended.

ACORD CERTIFICATE OF LIABILITY INSURANCE

02/02/2004

PRODUCER (402)423-6262 FAX (402)423-1293 Zimmer Insurance Group 3230 S. 13th St. Lincoln, NE 68502-4595 DeEtte Turgeon		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED ACTIVE COMMUNITY TREATMENT 223 N 48TH ST, STE G LINCOLN, NE 68504-3503		INSURERS AFFORDING COVERAGE	NAIC #
		INSURER A. WESTERN WORLD INS. CO.	
		INSURER B. TRAVELERS	
		INSURER C. PHILADELPHIA INSURANCE COS.	
		INSURER D.	
		INSURER E.	

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADDL LTR. DSR#	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> PROFESSIONAL LIAB GENL AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PER ACC <input type="checkbox"/> LOC	NPP791128	07/23/2003	07/23/2004	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RELATED PREMISES IF A ACCIDENT \$ 100,000 MED EXP (Any one person) \$ EXCLUDED PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGO \$ 1,000,000	
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Per accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO					AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY AGG \$
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? Yes, describe under SPECIAL PROVISIONS below	6KUB764X682703	07/23/2003	07/23/2004	WC STATE/TERTY LIMITS OTHER \$ E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000	
C	OTHER DIRECTORS & OFFICERS LIAB	PHSD050232	03/21/2003	03/21/2004	\$1,000,000 DEDUCTIBLE \$10,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 PROFESSIONAL LIABILITY LIMITS UNDER POLICY #NPP791128 \$1,000,000 EACH OCCURRENCE, \$2,000,000 AGGREGATE

CERTIFICATE HOLDER

LANCASTER BOARD OF COMMISSIONERS
 555 S 10TH ST
 LINCOLN, NE 68508

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
 DeEtte Turgeon/HIM

DeEtte Turgeon

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(jes) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.