

AGREEMENT

THIS AGREEMENT is entered into this 3 day of April, 2019, by and between Community Alternatives Nebraska Industries, hereinafter referred to as "the Contractor," and the County of Lancaster, Nebraska, hereinafter referred to as "the County." The County and the Contractor shall each be considered singly "a Party" and collectively "the Parties" to this Agreement.

WHEREAS, the County is desirous of procuring the services of Contractor in sourcing and providing qualified individuals to perform services at the Records Management Department of Lancaster County ("Department") as part of a program that meets the rehabilitation, treatment, care, training, and educational needs of dependent, aged, blind, disabled, ill, or infirm persons, persons with a mental disorder, and persons with an intellectual disability domiciled in the County; and

WHEREAS, the Contractor is qualified with the necessary skills, expertise and experience to provide the County with such individuals;

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

1) Length. The length of this Agreement shall be from January 1, 2019, through and including December 31, 2019 ("Term"), unless otherwise terminated pursuant to Section 10 of this Agreement.

2) Purpose. The purpose of this Agreement is for Contractor to source and provide qualified individuals to perform various microfilming and scanning services at the Department as part of a program that meets the rehabilitation, treatment, care, training, and educational needs of dependent, aged, blind, disabled, ill, or infirm persons, persons with a mental disorder, and

persons with an intellectual disability domiciled in the County.

3) Responsibilities. The Contractor shall source and provide qualified individuals to the Department to perform various microfilming and scanning services. The specific microfilming and scanning services and duties may include but not be limited to the services, and shall be billed at the rates, listed in Attachment "B", which attachment is attached hereto and hereby incorporated by this reference. Other duties may be added by the Department and the rates for such added services shall be computed using the Rate Computation Schedule provided in Attachment "A", which attachment is attached hereto and hereby incorporated by this reference.

4) Compensation. The County will pay the Contractor at the rates for specific microfilming and scanning services and duties listed in Attachment "B". The County will pay the Contractor for other duties that are added by the Department at the rates computed using the Rate Computation Schedule provided in Attachment "A". Compensation paid to the Contractor for the services provided shall not exceed \$36,000 during the Term. Compensation shall be paid only upon the Contractor's submitting to the County a statement for reimbursement and documentation that services actually have been provided pursuant to this Agreement. Contractor shall submit such statements and documentation to the County for review within 60 days of the Contractor's rendering of such services. The Parties agree that this Agreement does not provide for compensation in the form of a retainer. The Contractor agrees that it shall not be paid until services have been provided to the County as provided in this Agreement. The Contractor further agrees that it will make any additional information available to the County to support any claim for services rendered. Should the need of services of the Contractor exceed \$36,000 during the Term, any and all costs above this amount shall require prior approval of the Lancaster County Board of County Commissioners. The Contractor agrees that it shall be paid

only for services rendered under the terms of this Agreement.

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

5) 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.

6) Assignment. 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.

7) Hold Harmless. Contractor shall indemnify and hold harmless the County, its agents, employees and representatives from all claims, demands, suits, actions, payments, liability,

judgments and expenses (including court-ordered attorney's fees), arising out of or resulting from the performance of this Agreement that results in bodily injury, sickness, disease, death, civil rights liability, or damage to or destruction of tangible or intangible property, including the loss of use resulting therefrom, and caused in whole or in part by the Contractor, its employees, agents, or representatives, either directly or indirectly employed by them. This Section will not require Contractor to indemnify or hold harmless the County for any losses, claims, damages and expenses arising out of or resulting from the negligence of the County. Such obligation shall not be construed to negate, abridge, or reduce obligations of indemnity which would otherwise exist as to a Party or person described in this Section. Nothing herein shall be construed to be a waiver of sovereign immunity by the County.

8) Severability. 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.

9) Equal Employment Opportunity. Contractor agrees that in providing services pursuant to this Agreement, it shall not discriminate against any employee, applicant for employment, 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.

10) Termination. Either Party may terminate this Agreement at any time for convenience and without penalty by giving sixty (60) days' written notice to the other Party.

11) 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 Agreement are set forth below and shall be in effect for

all times that work is being done pursuant to this Agreement. No work on the Project or pursuant to this Agreement shall begin until all insurance obligations herein are met to the satisfaction of the County, which shall not unreasonably withhold approval. Self-insurance shall not be permitted unless consent is given by the County prior to execution of the Agreement and may require submission of financial information for analysis. Deductible levels shall be provided in writing from the Contractor's insurer and will be no more than \$25,000 per occurrence or as may be approved by the County. 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. The Contractor shall provide certificates of insurance and such other proof, such as endorsements, as may be acceptable to the County evidencing compliance with these requirements. The Contractor shall provide a Certificate of Insurance demonstrating the coverage required herein and the necessary endorsements or other proof and waivers described herein and below before being permitted to begin work pursuant to this Agreement.

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

C. The Contractor shall carry and maintain throughout the Term insurance in the following kinds and minimum limits:

1. **Commercial General Liability Insurance** with a minimum limit of not less than \$1,000,000 each occurrence and \$2,000,000 aggregate. These minimum limits can be met by primary and umbrella liability policies. Coverage shall

include: Premises-Operations, Products/Completed Operations, Contractual, and Personal Injury. The Contractor shall provide an additional insured endorsement acceptable to the County. Contractor shall provide an Additional Insured Endorsement form or other proof showing the County as additional insured for commercial general liability. The form or other proof shall be as is acceptable to the County Attorney.

2. **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.

3. **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 each accident or injury shall be included. The Contractor shall provide the County with an endorsement for waiver of subrogation or other proof of such waiver as may be acceptable to the County. 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 Agreement.

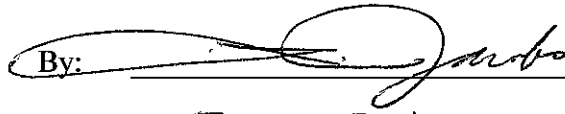
D. The Parties agree that the failure of County to object to the form of a certificate and/or additional insured endorsement provided shall not constitute a waiver of such a requirement. Nothing contained in this clause or other clauses of this Agreement shall be construed to waive the Sovereign Immunity of the County.

12) Employee Verification. 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 Agreement 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.

13) 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 on any subject matter related to this Agreement, whether verbal or written.

14) County's failure or neglect to enforce any of its rights under this Agreement will not be deemed to be a waiver of County's rights.

EXECUTED BY THE CONTRACTOR this 3 day of April, 2019.

By: 

Name: Travis Jacobs

Title: Executive Director

EXECUTED BY THE COUNTY, this ____ day of _____, 20__.

BY THE BOARD OF COUNTY
COMMISSIONERS OF LANCASTER
COUNTY, NEBRASKA

APPROVED AS TO FORM
this ____ day of _____, 20__.

Deputy County Attorney
for PATRICK CONDON
Lancaster County Attorney

ATTACHMENT "A"

Rate Computation Schedule For Lancaster County Micrographics Contracts

1. Time studies are completed using a standardized approved method. This is achieved by timing an experienced worker completing an assigned task. To receive an accurate number to use in computing, at least three different workers are timed. Each worker will perform the same task, for the same set time. The numbers of units completed by each worker are then averaged to determine the number of units to be used in the computation. The amount of time needed to complete one unit is then determined by dividing the total average units completed into the average minutes worked. The amount of time needed to complete one unit is then divided into 50 minutes. The 50 minutes is used to allow for Personal Time, Down Time, and Fatigue Time, known also as PDF time by the US Department of Labor. The resulting number is then considered the "norm". The "norm" is then divided into the prevailing wage base to determine the piece rate paid.
2. Time studies are completed each time a new project is started or there are significant changes in the processes of the job.
3. Community Alternatives Nebraska and Lancaster County Records Management staffs complete the time studies.
4. Time study information is forwarded to Community Alternatives Nebraska Financial Services Department for final piece rate and bid computations.
5. Prevailing wage surveys are completed at least every twelve months by Community Alternatives Nebraska. These surveys collect information of hourly pay rates for non-disabled experience workers, performing similar tasks in competitive employment.
6. Billing rates are determined by multiplying the piece rate by a set benefit percentage to obtain labor rate.
7. Labor rate is multiplied by 30% for Production overhead.
8. Labor rate is also multiplied by 25% for administrative overhead.
9. Labor rate plus production overhead and administrative overhead are added to obtain cost total production and administrative cost. This total multiplied by 10% to obtain gross margin.
10. The grand total of labor, production, administrative and margin becomes the billing rate.

MICROGRAPHICS CONTRACT NUMBERS**4/1/2019**

Contract Code	Description	Price		
7378-0100-06	Prepping Personnel Files	0.0134	Lancaster County Personnel	LANCPE-CPLANC
7378-0200-03	Film w/ Medium Blip Planetary Camera	0.0262	Lancaster County Personnel	LANCPE-CPLANC
7378-0300-01	Jacketing 16mm film	0.2471	Lancaster County Personnel	LANCPE-CPLANC
7378-0300-02	Typing jacket	0.1856	Lancaster County Personnel	LANCPE-CPLANC
7378-0300-04	Rejacket/jacket additions	0.0535	Lancaster County Personnel	LANCPE-CPLANC
7389-0100-06	Prepping Personnel Files	0.0132	Lancaster City Personnel	LINCOP-OPLINC
7389-0200-02	Film w/ Small Blips Planetary Camera	0.0314	Lancaster City Personnel	LINCOP-OPLINC
7389-0300-01	Jacketing 16mm film	0.2471	Lancaster City Personnel	LINCOP-OPLINC
7389-0300-02	Typing jacket	0.1856	Lancaster City Personnel	LINCOP-OPLINC
7389-0300-04	Rejacket/jacket additions	0.0535	Lancaster City Personnel	LINCOP-OPLINC
7392-0200-02	Film Police	0.0269	City of Lincoln Police Dept	
7399-0800-01	Film Mortgage Books	0.0428	Register of Deeds	
7399-0700-08	Tear Mortgage Books	0.0153	Register of Deeds	
7399-0800-90	Take out staples/scan/re-staple	0.0447	Register of Deeds	
7405-0500-04	Scanning Water Taps	0.1211	City of Lincoln Water Dept	
7405-0500-04	Wastewater	0.1211	Public Works	
7405-0500-04	Building and Safety	0.1211	Building and Safety	
7408-0400-90	Index Water Taps	0.2036	City of Lincoln Water Dept	
7411-0100-17	Prep Felony/Juvenile	0.0197	Lancster County Public Defender	
7411-0200-20	Film Felony/Juvenile	0.0298	Lancster County Public Defender	
7414-0100-06	Prepping Civil/Juvenile/Adoption	0.0197	Lancaster County District Court	
7414-0500-01	Scan Civil/Juvenile/Adoption	0.0428	Lancaster County District Court	
7414-0200-20	Film w/ Medium Blips Planetary Camera	0.0275	Lancaster County District Court	
7421-0100-06	Prep Corrections	0.0197	Lancaster County Corrections	
7421-0200-03	Film w/ Medium Blips Planetary Camera	0.0275	Lancaster County Corrections	
7421-0400-02	Computer Index roll#, blip#, inmate#name	0.2303	Lancaster County Corrections	
7423-0500-05	View one roll	6.6221	Various	
7427-0300-02	Typing Jacket	0.1856	Lincoln Building & Safety	LINCBS-BSLINC
7400-1000-00	Shredding	0.0779		



CERTIFICATE OF LIABILITY INSURANCE

7/1/2019

DATE (MM/DD/YYYY)

6/25/2018

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 have ADDITIONAL INSURED provisions or 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).

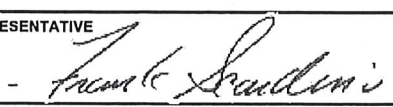
PRODUCER LOCKTON COMPANIES 2100 ROSS AVENUE, SUITE 1400 DALLAS TX 75201 214-969-6700	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A : ACE American Insurance Company	
	INSURER B : Endurance American Insurance Company	
INSURED 1078748 Res-Care, Inc. Community Alternatives Nebraska, Inc. 805 N. Whittington Parkway Louisville KY 40222	NAIC #	
	22667	
	INSURER C : See Attached	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES RESCA01 **CERTIFICATE NUMBER:** 2263318 **REVISION NUMBER:** XXXXXXXX

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 checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Prof. Liability <input checked="" type="checkbox"/> SexAbuse/Molestation GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	N	XSL G71096798 (CLAIMS MADE)	7/1/2018	7/1/2019	EACH OCCURRENCE \$ 4,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ 4,000,000 GENERAL AGGREGATE \$ 6,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> AUTOS ONLY	N	N	ISAH25158702	7/1/2018	7/1/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	N	N	XSC30000119102 (AUTO & EL ONLY)	7/1/2018	7/1/2019	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ XXXXXXXX \$ XXXXXXXX
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	SEE ATTACHED			<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Retro Date for Policy #XSL G71096798 is 7/1/01. RE: Microfilming workstation Facility Name: Community Alternatives Nebraska, 4851 S. 16th Street, Lincoln, NE 68512.

CERTIFICATE HOLDER	CANCELLATION See Attachments
2263318 Lancaster County 555 S 10th Street Lincoln NE 68508	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 

**RES-CARE, INC. AND ALL OF ITS SUBSIDIARIES
CERTIFICATE CONTINUATION**

WORKERS' COMPENSATION POLICIES

WLR C64790365 (All Other States) - Indemnity Insurance Co. of North America, NAIC #43575; Eff. 7/1/2018 - 7/1/2019

WLR C64790377 (AZ, CA) - ACE American Insurance Co., NAIC #22667; Eff. 7/1/2018 - 7/1/2019

WLR C64790389 (TN) - Agri General Insurance Co., NAIC #42757; Eff. 7/1/2018 - 7/1/2019

SCF C64790390 (WI) - ACE Fire Underwriters, NAIC #20702; Eff. 7/1/2018 - 7/1/2019

OHIO EXCESS WORKERS' COMPENSATION

SP 4059590 - Safety National Casualty Corporation, NAIC #15105; Eff 12/1/2018 - 12/1/2019

Cov. A - Statutory

Cov. B - \$1,000,000 Each Accident / \$1,000,000 Each Employee (Disease) / \$1,000,000 Agg. (Disease)

WASHINGTON EXCESS WORKERS' COMPENSATION

WCUC64790407- ACE American Insurance Co., NAIC #22667; Eff. 7/1/2018 - 7/1/2019

Maximum Liability of Excess Insurer: \$2,000,000 / Retention: \$1,100,000

TEXAS NON-SUBSCRIBER (EMPLOYER'S EXCESS INDEMNITY)

EPG000007607 - North American Specialty Ins. Co., NAIC #29874; Eff. 6/27/2018 - 6/27/2019

\$25,000,000 per Occurrence / \$25,000,000 Aggregate

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

Named Insured RES-CARE, INC.			Endorsement Number
Policy Symbol XSL	Policy Number G71096798	Policy Period 7/1/2018 TO 7/1/2019	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

EXCESS COMMERCIAL GENERAL LIABILITY AND PROFESSIONAL LIABILITY POLICY

SCHEDULE

Name of Person or Organization:

Any person or organization whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss.

WHO IS AN INSURED (Section II) is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule but only with respect to the liability arising out of your operations or premises owned or rented by you.

Workers' Compensation and Employers' Liability Policy

Named Insured: RES-CARE, INC. 9901 LINN STATION ROAD LOUISVILLE, KY 40223	Endorsement Number
	Policy Number Symbol: WLR Number: C64790365
Policy Period 07-01-2018 TO 07-01-2019	Effective Date of Endorsement 07-01-2018
Issued By (Name of Insurance Company) INDEMNITY INS. CO. OF NORTH AMERICA	
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.	

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 any one not named in the Schedule.

Schedule

ANY PERSON OR ORGANIZATION AGAINST WHOM YOU HAVE AGREED TO WAIVE YOUR RIGHT OF RECOVERY IN A WRITTEN CONTRACT, PROVIDED SUCH CONTRACT WAS EXECUTED PRIOR TO THE DATE OF LOSS.

For the states of CA, UT, TX, refer to state specific endorsements.
This endorsement is not applicable in KY, NH, and NJ.

The endorsement does not apply to policies in Missouri where the employer is in the construction group of code classifications. According to Section 287.150(6) of the Missouri statutes, a contractual provision purporting to waive subrogation rights against public policy and void where one party to the contract is an employer in the construction group of code classifications.

For Kansas, use of this endorsement is limited by the Kansas Fairness in Private Construction Contract Act(K.S.A.. 16-1801 through 16-1807 and any amendments thereto) and the Kansas Fairness in Public Construction Contract Act(K.S.A 16-1901 through 16-1908 and any amendments thereto). According to the Acts a provision in a contract for private or public construction purporting to waive subrogation rights for losses or claims covered or paid by liability or workers compensation insurance shall be against public policy and shall be void and unenforceable except that, subject to the Acts, a contract may require waiver of subrogation for losses or claims paid by a consolidated or wrap-up insurance program.