

**JOINT BUDGET COMMITTEE  
GRANT CONTRACT**

THIS GRANT 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 "**Sponsor**", and **HopeSpoke**, a non-profit corporation, hereinafter referred to as "**Grantee**". Sponsor or Grantee may be referred to collectively as "the Parties."

**WITNESSETH:**

**WHEREAS**, the Grantee has established the Outpatient Service program to augment community based human services with an emphasis on basic and emergency needs and behavioral health; and

**WHEREAS**, the Sponsor desires to expend Joint Budget Committee Funds, for this purpose;

**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 Grant Contract is to ensure that Grantee continues operating the Outpatient Service program ("the Project"), as described in Attachment "A", attached hereto and hereby incorporated by this reference, as a service to the community.

**2. Scope of Services:** In exchange for partial funding of the Project, the Grantee agrees to perform for the community throughout the Term the Services described in Attachment "B" attached hereto and hereby incorporated by this reference.

**3. Project:** Grantee agrees that it shall expend the funds granted hereunder only for the purposes of continuing the Project authorized in Paragraph 1 above and to perform the Services described in Paragraph 2 above.

**4. Term:** The Term of this Grant Contract shall be for the following period:

**(a)** if the Date of Sponsor Execution is later than July 1, 2019, then the Term shall be from the Date of Sponsor Execution through June 30, 2020; or

**(b)** if the Date of Sponsor Execution is on or before July 1, 2019, then the Term shall be from July 1, 2019, through June 30, 2020.

Sponsor shall not be liable for any costs incurred prior to the beginning, or after the conclusion, of the Term.

**5. Grant:** In order to assist the Grantee in financing the cost of the Project described in Paragraph 1 above during the Term, the Sponsor shall make a Grant in the amount of \$51,750.00 (Fifty One Thousand Seven Hundred Fifty Dollars), from Grant Funds.

**6. Project Budget:** A Project Budget shall be prepared and maintained by Grantee. The Project Budget shall detail all costs for which the Grant will be used during the Term. The Project Budget must be approved in writing by the Project Monitor. Grantee shall carry out the Project and shall incur costs and make disbursements of funds provided hereunder by the Sponsor only in conformity with the Project Budget. The current approved Project Budget is contained in Attachment B. Said Project Budget may be revised from time to time, but no Project Budget or revision thereof shall be effective unless and until the same is approved in writing by Project Monitor. The funds granted under this Grant Contract cannot be used to supplant (replace) other existing funds.

**7. Account Procedures and Records:**

**(a)** Grantee shall establish for the Project one or more separate accounts that shall be approved by the Project Monitor. Said account or accounts shall be maintained within Grantee's existing accounting system or set up independently. Said account or accounts shall be referred to herein collectively as "the Project Account."

**(b)** Grantee shall appropriately record in the Project Account, and deposit in a bank or other corporate fiduciary, all grant payments received from the Sponsor pursuant to this Grant Contract.

**(c)** Grantee shall charge to the Project Account all costs of the Project in accordance with the Project Budget. The Grantee shall not charge any costs to the Project Account that:

- (i) exceed the Project Budget; or
- (ii) are not contained in the Project Budget.

Sponsor shall not be liable for any such Unauthorized Costs, directly or indirectly.

**(d)** All costs charged to the Project Account shall be supported by properly executed payroll, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of the charges. Any cost not properly supported as provided herein shall be deemed an Unauthorized Cost for which Sponsor shall not be liable, directly or indirectly.

(e) Any check or order drawn by Grantee with respect to any item which is or will be chargeable against the Project Account will be drawn only in accordance with a properly signed voucher then on file in the office of Grantee, stating in proper detail the purpose for which such check or order is drawn. Any cost related to a check or order not drawn as provided herein shall be deemed an Unauthorized Cost for which Sponsor shall not be liable, directly or indirectly.

(f) All checks, payroll, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to the Project shall be clearly identified, readily accessible, and to the extent feasible, kept separate and apart from all other documents maintained by Grantee.

(g) Grantee may not charge as direct or indirect costs against the Project Budget the costs of organized fundraising, including financial campaigns, endowment drives, solicitation of gifts and bequests, and similar expenses incurred solely to raise capital or obtain contributions. Any such costs shall be deemed Unauthorized Costs for which Sponsor shall not be liable, directly or indirectly.

**8. Payment of Grant:** On or before the 30<sup>th</sup> day following the close of each calendar quarter that falls within the Term, Grantee shall submit an invoice to Project Monitor detailing all Project Account costs for the prior three calendar months, to the extent that the prior three calendar months fall within the Term, along with all supporting documentation and support therefor, as described in Paragraph 7 of this Grant Contract. Costs contained in untimely, unsupported, or otherwise incomplete invoices shall be deemed Unauthorized Costs, for which Sponsor shall not be liable, directly or indirectly.

Grantee's invoices submitted hereunder shall be handled as all other claims against the Sponsor. No payment shall be made for Unauthorized Costs.

The Sponsor shall authorize payment for Grantee's invoices only after Project Monitor assures the Sponsor in writing that Services rendered by Grantee prior to the date of making the claim were performed in accordance with the Grant Contract, and that all costs conform to the Project Budget. Such assurance shall include the submission of all supporting documentation and support for costs as described in Paragraph 7 of this Grant Contract.

**9. Reports:** Grantee shall report data on program outcomes on a semi-annual basis. Such reporting shall be submitted through the United Way reporting process. Grantee shall submit reports on or before the following report due dates:

For the period of July through December, due on or before January 31

For the period of January through June, due on or before July 31.

When a report due date falls on a holiday, Saturday, or Sunday, the report shall be due on or before the last working day before the report due date.

**10. Audit and Inspection:** Grantee shall permit and shall require its agents and employees to permit the Sponsor or its authorized representative to inspect all work, materials, payroll, records of personnel, invoices of materials, and other relevant data and records; and to audit the books, records, and accounts of Grantee pertaining to the Grant Contract and Project provided herein. Grantee shall submit one copy of its annual independent audit to the Sponsor or its designated representative within thirty (30) days of receipt of such audit. Grantee is aware of the requirements imposed on them by Federal laws, including but not limited to applicable Federal statutes, regulations, executive orders, and administrative guidance. Grantee will meet the audit requirements of 2 CFR 200 if it expends \$750,000 or more in Federal awards during Grantee's fiscal year. All records related to this Grant Contract shall be retained for five (5) years from the date of the annual independent audit conducted pursuant to this Paragraph, unless an audit is in progress or the findings of a completed audit have not been resolved satisfactorily.

**11. Project Monitor:** The Project shall be monitored by the Sponsor through the Director of the Lincoln-Lancaster County Human Services Department ("Project Monitor"). In the event of noncompliance with this Grant Contract by Grantee, the Project Monitor shall report said noncompliance to the Lancaster County Board for further action which may include termination of the Grant Contract.

**12. Contract of Grantee:** Grantee shall provide the Project Monitor with written notice before Grantee executes any subcontract or obligates itself in any other manner with any third party with respect to the Project described in Attachment "A".

**13. Not Discriminate:** In its performance of this Grant Contract, the Grantee shall not discriminate on the basis of race, creed, sex, national origin, religion, age, marital status, or disability, with respect to either provision of services or in its employment practices. In the event a federal or state court or administrative agency makes a finding of discrimination against Grantee after a due process hearing, Grantee shall forward a copy of the finding to Project Monitor. Grantee shall be required to comply with 28 CFR 42.301 et seq. to formulate an Equal Employment Opportunity Program (EEO).

**14. Sponsor Not Obligated to Third Parties:** This Grant Contract is not intended to, and does not, create any rights or benefits on behalf of any person other than the Parties to this Grant Contract. Sponsor shall not be obligated or liable hereunder to any person other than the Grantee.

**15. Prohibited Interests:** Neither Grantee nor any of its contractors 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 Grantee during his tenure or for one year thereafter has any financial interest, direct or indirect.

**16. Nonperformance:** In the event the Grantee fails to perform the duties outlined in Attachment "A" or fails to meet any of the requirements outlined in this Grant Contract, then and upon the happening of such event, Sponsor shall give written notice to Grantee of such failure to perform, and this Grant Contract shall terminate immediately upon such notice. Upon receipt of such notice, Grantee shall immediately surrender to Project Monitor or Project Monitor's designated representative any balance remaining in the Project Account. Grantee shall be liable to Sponsor for immediate repayment of any unauthorized expenditure of funds from Project Account. Grantee shall be compensated pursuant to the terms of this Grant Contract for authorized Project Account costs charged against the Project Account prior to the date of termination according to the approved Project Budget.

**17. Severability:** If any portion of this Grant 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.

**18. Lack of Funding:** The Parties recognize that the compensation provided for in this Grant Contract depends on budget approval and appropriations of sufficient grant funds by the Lancaster County Board of County Commissioners ("Grant Funds"). The Parties further recognize that the Sponsor may terminate this Grant Contract in whole or in part immediately upon written notice to Grantee if grant funds do not receive sufficient budget approval or appropriations. The date Project Monitor sends the written notice of termination shall be the date of termination. The Grantee understands and agrees that the Sponsor shall not provide for funding under this Grant Contract from the Lancaster County General Fund, tax revenue, or any other source, and that the sole source of funding for this Grant Contract shall be approved and appropriated Grant Funds. In the event that Grant Funds do not receive sufficient budget approval or appropriations, the Grantee shall be compensated pursuant to the terms of this Grant Contract for authorized Project Account costs charged against the Project Account prior to the date of termination according to the approved Project Budget. Grantee agrees that Grantee has no reasonable expectation of payment for unauthorized costs, or for payment of any kind from any other source. The Grantee further understands and agrees that any costs not covered by the current Grant Contract are not authorized.

**19. Termination:**

**(a)** This Grant Contract may be terminated by Sponsor for lack of funding as provided in Paragraph 18 above.

**(b)** This Grant Contract may be terminated by either Sponsor or Grantee for breach of the terms of this Grant Contract. The Sponsor may terminate the Contract for breach as provided in Paragraph 16 above. Upon breach by Sponsor, Grantee shall provide Sponsor written notice of such breach and shall provide Sponsor 30 days to cure the breach. During the cure period, both Parties shall continue to perform under the Grant Contract. If, after 30 days, Sponsor has failed to cure the breach, Grantee may terminate the Grant Contract immediately upon written notice to Sponsor.

**(c)** This Grant Contract may be terminated by Sponsor for convenience upon 30 days written notice to Grantee. Grantee shall be compensated pursuant to the terms of this Grant Contract for authorized Project Account costs charged against the Project Account prior to the date of termination according to the approved Project Budget.

**20. Independent Contractor:** It is the express intent of the Parties that this Grant Contract shall not create an employer-employee relationship, and the Grantee, or any other employee or other person acting on behalf of Grantee in the performance of this Grant Contract, shall be deemed to be independent contractor(s) during the entire term of this Grant Contract or any renewals thereof. Grantee shall not receive any additional compensation in the form of wages or benefits from the Sponsor which are not specifically set forth in this Grant Contract. Grantee shall assume full responsibility for payment of all federal, state, and local taxes or contributions imposed or required under unemployment insurance, social security and income tax law, with respect to Grantee or any such employees of Grantee as may be engaged in the performance of this Grant Contract. It is the express intent of the Parties that this Grant Contract shall not create an agency relationship between the Parties. Neither the Sponsor nor its employees shall be deemed agents of the Grantee, and neither the Grantee nor its employees shall be deemed to be agents of the Sponsor.

**21. Hold Harmless:** To the fullest extent permitted by law the Grantee shall indemnify, defend, and hold harmless the Sponsor, its elected officials, officers, employees, agents, consultants, and employees, from and against claims, damages, losses and expenses, including but not limited to attorney fees, arising out of or resulting from performance of the Project, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, to injury to or destruction of tangible or intangible property, but only to the extent caused by the negligent, wrongful, or intentional acts or omissions of the Grantee, a subcontractor of Grantee, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by the negligence of a party indemnified hereunder. In the event the claim, damage, loss or expense is caused in part by the negligence of a party indemnified hereunder, the indemnification by the Grantee shall be prorated based on the extent of the liability of the party indemnified hereunder. 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 Paragraph. Nothing herein shall be construed to be a waiver of sovereign immunity by the Sponsor.

**22. Insurance Requirements:** The Grantee shall, prior to beginning work, provide proof of insurance coverage in a form satisfactory to the Sponsor, 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 Sponsor, which shall not unreasonably withhold approval. Self-insurance shall not be permitted unless consent is given by the Sponsor prior to execution of the Agreement and may require submission of financial information for analysis. Deductible levels shall be provided in writing from the Grantee'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 Sponsor being secondary or excess.**

**(a) Workers' Compensation.** The Grantee 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 Grantee 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 Grantee 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 Grantee shall provide an additional insured endorsement acceptable to the Sponsor. The required insurance must include coverage for all projects and operations of Grantee or similar language that meets the approval of the Sponsor, which approval shall not be unreasonably withheld.

**(c) Automobile Liability.** The Grantee 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) Additional Insured.** An Additional Insured endorsement shall be provided to Sponsor naming Sponsor as additional insured under the commercial general liability policy.

**(e) Certificates.** The Grantee shall provide certificates of insurance and endorsements evidencing compliance with these requirements. The Grantee'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 Grantee shall provide, prior to expiration of the policies, certificates and endorsements evidencing renewal insurance coverages. The parties agree that the failure of Sponsor to object to the form of a certificate and/or additional insured endorsement provided shall not constitute a waiver of this requirement.

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

**(g) Sovereign Immunity.** Nothing contained in this clause or other clauses of this Agreement/Contract shall be construed to waive the Sovereign Immunity of the Sponsor.

**23. Employee Verification:** In accordance with Neb. Rev. Stat. §§ 4-108 through 4-114, Grantee 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. Grantee shall not discriminate against any employee or applicant for employment to be employed in the performance of this Paragraph pursuant to the requirements of state law and 8 U.S.C. § 1324b. Grantee shall require any subcontractor to comply with the provisions of this Paragraph.

**24. Forbearance Not Waiver:** Sponsor's failure or neglect to enforce any of its rights under this Grant Contract shall not be deemed to be a waiver of Sponsor's rights.



**25. Counterparts:** This Grant Contract may be executed in two counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

EXECUTED by Grantee this 20th day of May, 2019.

Rebecca Jacobs  
Witness

HopeSpoke

A Non-profit Corporation, Grantee

BY: Katie McLeese Stephenson, MSW

NAME: Katie McLeese Stephenson, MSW

TITLE: Executive Director

EXECUTED by Sponsor this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, the "Date of Sponsor Execution."

APPROVED AS TO FORM THIS \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

LANCASTER COUNTY, NEBRASKA  
A Political Subdivision, Sponsor

BY: David A. Derbin  
for PAT CONDON  
Lancaster County Attorney

Digitally signed by David A. Derbin  
DN: cn=David A. Derbin, o=Lancaster County,  
ou=Lancaster County Attorney's Office,  
email=dderbin@lancaster.ne.gov, c=US  
Date: 2019.05.21 18:56:10 -0507

BY: \_\_\_\_\_  
Roma Amundson, Chair  
Lancaster County Board of Commissioners

## **ATTACHMENT A**

### **PURPOSE**

Grantee: HopeSpoke

The Outpatient Service Program's purpose is to provide outpatient mental health services to children, adolescents, and families who are unable to access clinical services due to economic and/or cultural barriers.

**SCOPE OF SERVICES**

Grantee: HopeSpoke

**SCOPE OF SERVICES**

The Grantee will perform the following services under this contract:

- Maintain a budget of \$51,750.
- Provide individual, family, and group marital therapeutic services to children, adolescents, and adults in the Outpatient Program.
- Provide services at the outpatient office at 2444 O Street and at 14 Lincoln Public Schools.
- Provide oversight and supervision, as well as training, for clinicians who provide an average of 1 client contact hour per client per week.
- Serve 1,000 unduplicated children/youth in the outpatient program, with 85% of the children/youth served making progress toward achieving individual goals or clinical outcomes.
- Methods of service delivery include play therapy, art therapy, narrative therapy, Cognitive Behavioral Therapy, Dialectical Behavioral Therapy, or Eye Movement Desensitization and Re-programming.
- Provide psychiatric oversight of psychotropic medications in the treatment process.
- The Daily Living Activities (DLA) will be used to measure client outcomes.

**BUDGET**

<b>Category</b>	<b>Amount</b>
<b>Personnel</b>	
Program Director	\$ 51,750.00
<b>Personnel Total</b>	\$ 51,750.00
<b>Consultants/Contracts</b>	
<b>Consultant/Contracts Total</b>	\$ 0.00
<b>Travel</b>	
<b>Travel Total</b>	\$ 0.00
<b>Operating Expenses</b>	
<b>Operating Expenses Total</b>	\$ 0.00
<b>TOTAL</b>	\$ 51,750.00

Lock



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
03/18/2019

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

## COVERAGES

CERTIFICATE NUMBER: 19/20 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			ETD0479700/2021	03/17/2019	03/17/2020	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"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRE AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			ETD0479700/2021	03/17/2019	03/17/2020	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 type="checkbox"/> EXCESS LIAB DED RETENTION \$			ETD0479700/2021	03/17/2019	03/17/2020	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		Y/N	0400173426	03/17/2019	03/17/2020	<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	03/17/2019	03/17/2020	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

## CANCELLATION

City of Lincoln/Lancaster County 555 South 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 
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## GENERAL CHANGE ENDORSEMENT

Attached to and forming part of:

Auto / Garage

Policy Number ETA 047 97 00

All Other

Policy Number ETD 047 97 00

Effective Date

of Endorsement 11-08-2018

Issued to HOPESPOKE

Agent UNICO GROUP, INC. 26-003

LINCOLN, NE

Endorsement # 3

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### PREMIUM INFORMATION

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Premium Due at Endorsement Effective Date REFER TO IA4319

Subsequent Monthly Installments Increased by

\$ \_\_\_\_\_

Revised Monthly Installment Payment(s)

\$ \_\_\_\_\_

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It is agreed that the policy is amended as indicated by

Policy Installment Premium Amended to:

Annual

Semi-Annual

Quarterly

Named Insured

HOPESPOKE

REFER TO IA905

Mailing Address

Form(s) Added

IA905 02/98

NAMED INSURED SCHEDULE

Form(s) Deleted

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All Other Reason for Change

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Auto / Garage Reason for Change

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11-14-2018 09:37

IA 4329 12 09

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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

MAY 04 2018

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

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04-30-2018 16:14

Countersigned \_\_\_\_\_ By \_\_\_\_\_  
(Date) (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 A7,191	A - Area B - Payroll C - Gross Sales D - Units E - Other	33.314			240
LOC. 2 - NE HEALTH CARE FACILITIES - NFP INCL PROD AND/OR COMP OP	44440 A29,003		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

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**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

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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 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 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, Offense, 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, Offense, 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.