

## CONSULTING SERVICES AGREEMENT

THIS AGREEMENT is entered into by and between Holmes Murphy and Associates, LLC, a Nebraska limited liability company (hereinafter referred to as "the Contractor") and the County of Lancaster, Nebraska (hereinafter referred to as "the County"). Collectively the County and the Contractor may be referred to as "Parties," and individually each may be referred to as a "Party."

WHEREAS, the County wishes to obtain the services of qualified professionals to provide employee benefit consulting services related to the County's employee benefits programs; and

WHEREAS, the Contractor is willing to provide the County with said services and has the necessary skills, expertise, experience, personnel, systems, and capabilities to provide employee benefit consulting services related to the County's employee benefits programs.

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

1. The length of this Agreement shall be for one year, beginning June 1, 2019, and ending May 31, 2020, unless terminated pursuant to Paragraph 11. This Agreement may be renewed for three additional twelve (12) month periods upon the written mutual consent of the parties. Notice of an adjustment to fees by Contractor will be provided to the County at least 60 days in advance of each renewal. Any subsequent adjustment to fees beyond the initial one-year term shall not exceed 3% for each renewal term.
2. Contractor agrees to perform the employee benefits consulting services related to the County's employee benefits programs as outlined in Attachment A, Scope of Services, attached hereto and incorporated by this reference. The services provided by the Contractor shall be performed in accordance with applicable professional standards. Contractor shall have neither discretionary authority nor discretionary controls respecting management of any of the County's funds, and shall not have independent authority nor exercise any control respecting management or disposition of the assets of such funds; and shall not render investment advice with respect to any money or other property of such funds. Contractor shall employ a sufficient staff of employees to provide consulting services outlined in Attachment A.
3. In consideration of the performance of Contractor's services outlined in Attachment A, the County shall pay Contractor Twenty-Four Thousand (\$24,000) Dollars. Contractor shall invoice County for services provided within 90 days of the provision of such services. Invoices will be stated in United States dollars and shall be due and payable within thirty (30) days following date of receipt of the invoice.

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

4. Contractor shall maintain all records in conjunction with the consulting services to be performed pursuant to this Agreement. All services, including reports, opinions, and other information to be furnished by Contractor under this Agreement shall be considered confidential and shall not be divulged, in whole or in part, to any person other than to duly authorized representatives of the County. In the event of termination of this Agreement, Contractor shall deliver to the County, upon written request, the files and documents pertaining to the services.
5. Contractor agrees to comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and implementing regulations pertaining to confidentiality of health information. The Parties agree to execute a Business Associate Agreement (BAA), as provided in Attachment B, attached hereto and incorporated by this reference.
6. It is the express intent of the Parties that this Agreement shall not create an employer-employee relationship. Employees of the Contractor shall not be deemed to be employees of the County and employees of the County shall not be deemed to be employees of the Contractor. The Contractor and the County shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the County's employees shall be entitled to any salary or wages from the other Party or to any benefits made to their employees, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Contractor shall also be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees' compensation.
7. Contractor shall not assign its duties and responsibilities under this Agreement without the express written permission of the County. Any assignment without the express written permission of the County shall be absolutely void.
8. Each Party agrees to indemnify and hold harmless, to the fullest extent allowed by law, the other Party and its principals, officers, and employees from and against all claims, demands, suits, actions, payments, liabilities, judgments and expenses (including court-ordered attorneys' fees), arising out of or resulting from the acts or omissions of their principals, officers, or employees in the performance of this Agreement. Liability includes any claims, damages, losses, and expenses arising out of or resulting from performance of this Agreement that results in any claim for damage whatsoever including any bodily injury, civil rights liability, sickness, disease, or damage to or destruction of tangible property, including the loss of use resulting therefrom. Further, each Party shall maintain a policy or policies of

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

9. If any portion of this Agreement is held invalid, the remainder hereof shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.
10. Contractor agrees that in providing services pursuant to this Agreement, it shall not discriminate against any employee, applicant for employment, youth, or any other person on the basis of race, color, religion, sex, disability, national origin, age, marital status, receipt of public assistance, or any other basis prohibited by applicable state or federal law.
11. This Agreement may be terminated at any time without penalty by either Party giving ninety (90) days written notice. This Agreement may be terminated by the County immediately upon written notice to Contractor in the event of any breach of obligations of this Agreement by Contractor. This Agreement also may be terminated by the County in whole or in part when funding is not lawfully available for expenditure or when sources of funding are terminated, suspended, reduced, or otherwise not forthcoming through no fault of the party. In the event of unavailability of funds to pay any amounts due under the Agreement, the County shall immediately notify the Contractor, and the Agreement shall terminate without penalty or expense to the County. Upon termination of this Agreement, the County shall pay the Contractor for any approved and documented services or products completed up to the date of termination, but not to exceed the maximum amount allowed by this Agreement.
12. 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 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 \$25,000.00 per occurrence. Said insurance shall be written on an **OCCURRENCE** basis, and shall be **PRIMARY, with any insurance coverage maintained by the County being secondary or excess.**
  - A. **Workers' Compensation; Employers' Liability.** The Contractor shall have, maintain, and provide proof of workers' compensation insurance of

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

B. **Commercial General Liability.**

The Contractor shall provide proof of Commercial General Liability Insurance with a minimum limit of not less than \$1,000,000.00 each occurrence and \$2,000,000.00 aggregate. These minimum limits can be met by primary and umbrella liability policies. Coverage shall include: Premises-Operations, Products/Completed Operations, Contractual, Broad Form Property Damage, and Personal Injury. The Contractor shall provide an additional insured endorsement acceptable to the County.

C. **Professional Liability.**

The Contractor shall provide Errors and Omissions or Professional Liability insurance, as may be required, covering damages arising out of negligent acts, errors, or omissions committed by Contractor in the performance of this Agreement, with a liability limit of not less than \$1,000,000 each occurrence. Contractor shall maintain this policy for a minimum of two (2) years after completion of the work or shall arrange for a two-year extended discovery (tail) provision if the policy is not renewed.

D. **Cyber Liability.**

The Contractor shall have, maintain, and provide proof of network risk and cyber liability coverage (including coverage for unauthorized access, failure of security, breach of privacy perils, as well as notification costs and regulatory defense) in an amount of not less than \$1,000,000. Such insurance shall be maintained in force at all times during the term of the Agreement and for a period of two years thereafter for services completed during the term of the Agreement.

E. **Automobile Liability.** The Contractor shall provide proof of Automobile Liability coverage, which shall include: Owned, Hired and Non-Owned. Bodily Injury and Property Damage Combined Single Limit shall be at least \$1,000,000 Per Accident.

F. **Additional Insured.** An Additional Insured endorsement shall be provided to County naming County as additional insured under the commercial general liability policy.

- G. **Certificates.** The Contractor shall provide certificates of insurance and endorsements evidencing compliance with these requirements. The Contractor's insurance shall include an endorsement to provide for at least thirty (30) days' firm written notice in the event of cancellation. Intent to notify is not acceptable. During the term of the Agreement and during the period of any required continuing coverages, the Contractor shall provide, prior to expiration of the policies, certificates and endorsements evidencing renewal insurance coverages. The Parties agree that the failure of County to object to the form of a certificate and/or additional insured endorsement provided shall not constitute a waiver of this requirement.
- H. **Reservation of Rights.** The County reserves the right to require a higher limit of insurance or additional coverages when the County determines that a higher limit or additional coverage is required to protect the County or the interests of the public. Such changes in limits or coverages shall be eligible for a change order or amendment to the Agreement.
- I. **Sovereign Immunity.** Nothing contained in this clause or other clauses of this Agreement shall be construed to waive the Sovereign Immunity of the County.
13. In accordance with Neb. Rev. Stat. §§ 4-108 through 4-114, Contractor agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. § 1324a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of § 1986. Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C. § 1324b. Contractor shall require any subcontractor to comply with the provisions of this section.
14. The Parties do hereby agree to all the terms and conditions of this Agreement. This Agreement shall be binding upon the Parties, their heirs, administrators, executors, legal and personal representatives, successors and assigns. The Parties hereby agree that this Agreement constitutes the entire understanding of the Parties and supersedes all prior contracts, agreements and negotiations between the Parties whether verbal or written.
15. The undersigned person representing the Contractor does hereby agree and represent that he or she is legally capable to sign this Agreement and to lawfully bind the Contractor to this Agreement.

16. Either Party's failure or neglect to enforce any of its rights under this Agreement will not be deemed to be a waiver of that Party's rights.
17. This Agreement is not intended to, and does not, create any rights or benefits on behalf of any person, whether an individual or an entity, other than the Parties to this Agreement. County shall not be obligated or liable hereunder to any person, whether an individual or an entity, other than Contractor.
18. All notices, request for services, or other communications provided under this Agreement shall be in writing and shall be given to County or the Contractor at the address set forth below or such other address as either may specify hereafter in writing:

County:

Lancaster County  
City-County Human Resources  
Attn: Doug McDaniel  
555 South 10<sup>th</sup> Street, Room 302  
Lincoln, NE 68508

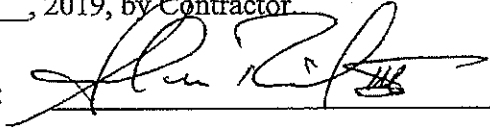
Contractor:

Holmes Murphy & Associates, LLC  
Attn: Beau Reid  
13810 FNB Parkway  
Suite 300  
Omaha, NE 68514

Such notice or other communication may be mailed by United States Certified mail, return receipt requested postage prepaid and may be deposited in a United States Post Office Box or a depository for the receipt of mail regularly maintained by the Post Office. Such notices or communication may also be delivered by hand. For the purpose of the Agreement, all notices will be deemed to have been given upon the date of the personal delivery or three days after having been deposited in the United States Post office as proved above.

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

EXECUTED this 24 day of May, 2019, by Contractor

By: 

Name: ARDEN M. REID III

Title: SVP, Division Leader

EXECUTED this \_\_\_\_ day of \_\_\_\_\_, 2019, by Lancaster County, Nebraska.

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

APPROVED AS TO FORM  
this \_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Deputy County Attorney  
for PAT CONDON  
County Attorney

SCOPE OF SERVICES

- Provide counsel, advice and recommendations concerning benefit Plans, (health, dental, flexible spending, vision and LTD) Plan Design, Cost control strategies and issues regarding the Affordable Care Act
- Labor negotiations, review of labor proposals and strategies to the City/County Human Resources Department
- Assist in the preparation of request for proposals for services or plans recommended by the consultant, if requested
- Review and analyze copies of plan documents and master policies to ensure their compliance with the law and with the specifications of the contract;
- Solicit and negotiate rates and renewal rates for benefit plans in coordination with the City/County Human Resources Department
- Initiate regular contract renewals with carriers and negotiates rates
- Provide the County with current information and advice on COBRA and IRS rules and regulations concerning benefits provided to employees, including changes in laws affecting employee benefits and required governmental reports.
- Provide the County with evaluation and underwriting data for any changes in benefit plans
- Assist the County with enrollment, claims analysis, pharmaceutical usage, catastrophic claims report and cost projections, communication material, and employee meetings as requested, usually to be conducted on a quarterly basis; or sooner if requested
- Provide the County with an annual renewal report each year outlining the performance of the benefit package with an analysis of problems, if any, and recommendations for improvement, if necessary
- Serve as a liaison with carriers when service problems occur
- Provide annual financial projections on rates for insured or self-funded medical and dental plans including incurred but not reported (IBNR) claim reserve recommendations and rate structure changes
- Meet with County officials and staff as needed, but at least quarterly to review claims experience, expense summaries, and plan performances
- Assist with claims review, and Ad Hoc meetings on insurance issues related to labor negotiations if requested
- Provide an actuarial analysis of the funding needs for the County's self-insured health and dental plans, to include recommending the rates for these plans.
- Providing an underwriting analysis of the funding needs of the County's self- insured Health and Dental, to include recommendation of rates
- Perform any such other special assignments as required; including compliance support with respect to state and federal law
- Provide review of proposed State and Federal legislation impacting County benefit plans and coverage



## **HIPAA Business Associate Agreement**

### **ARTICLE I PREAMBLE AND DEFINITIONS.**

**Section 1.01** Pursuant to the Health Insurance Portability and Accountability Act of 1996, as amended ("**HIPAA**"), Lancaster County, Nebraska, ("**Covered Entity**"), and Holmes Murphy and Associates, LLC, ("**Business Associate**"), enter into this Business Associate Agreement ("**BAA**") for the purpose of addressing the HIPAA requirements with respect to "business associates," as defined under the privacy, security, breach notification and enforcement rules at 45 C.F.R. Part 160 and Part 164 ("**HIPAA Rules**"). Covered Entity and Business Associate are parties to a Consulting Services Agreement ("**Consulting Services Agreement**") to which the terms of this BAA apply. A reference in this BAA to a section in the HIPAA Rules means the section as in effect or as amended.

**Section 1.02** This BAA is intended to ensure that Business Associate will establish and implement appropriate safeguards for the Protected Health Information ("**PHI**") (as defined under the HIPAA Rules) that Business Associate may receive, create, maintain, use or disclose in connection with the functions, activities and services that Business Associate performs for Covered Entity. The functions, activities and services that Business Associate performs for Covered Entity are the subject of the Consulting Services Agreement executed between the Covered Entity and Business Associate.

**Section 1.03** Pursuant to changes required under the Health Information Technology for Economic and Clinical Health Act of 2009 (the "**HITECH Act**") and under the American Recovery and Reinvestment Act of 2009 ("**ARRA**"), this BAA also reflects federal breach notification requirements imposed on Business Associate when "Unsecured PHI" (as defined under the HIPAA Rules) is acquired by an unauthorized party and the expanded privacy and security provisions imposed on business associates.

**Section 1.04** Unless the context clearly indicates otherwise, the following terms in this BAA shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, disclosure, Electronic Media, Electronic Protected Health Information (ePHI), Health Care Operations, individual, Minimum Necessary, Notice of Privacy Practices, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured PHI and use.

**Section 1.05** A reference in this BAA to the Privacy Rule means the Privacy Rule, in conformity with the regulations at 45 C.F.R. Parts 160-164 (the "**Privacy Rule**") as interpreted

under applicable regulations and guidance of general application published by the HHS, including all amendments thereto for which compliance is required, as amended by the HITECH Act, ARRA and the HIPAA Rules.

## **ARTICLE II**

### **GENERAL OBLIGATIONS OF BUSINESS ASSOCIATE.**

**Section 2.01** Business Associate agrees not to use or disclose PHI, other than as permitted or required by this BAA or as required by law, or if such use or disclosure does not otherwise cause a Breach of Unsecured PHI.

**Section 2.02** Business Associate agrees to use appropriate safeguards, and comply with Subpart C of 45 C.F.R. Part 164 with respect to ePHI, to prevent use or disclosure of PHI other than as provided for by this BAA.

**Section 2.03** Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate as a result of a use or disclosure of PHI by Business Associate in violation of this BAA's requirements or that would otherwise cause a Breach of Unsecured PHI.

**Section 2.04** The Business Associate agrees to the following breach notification requirements:

(a) Business Associate shall notify Covered Entity by telephone call without unreasonable delay, which in no event shall be more than five (5) business days from which Business Associate knows of such Breach, Unauthorized Use or Disclosure, or Security Incident, or by exercising reasonable diligence would have been known to Business Associate. Business Associate shall notify Covered Entity of all Breaches, even if Business Associate determines there is a low probability that the PHI has been compromised based on its risk assessment. Business Associate shall provide a full written report to Covered Entity within fifteen (15) business days of verbal notice. Such notice shall include, the identification of each individual whose Unsecured PHI has been, or is reasonably believed by Business Associate to have been, accessed, acquired, or disclosed in connection with such Breach. In addition, Business Associate shall provide, any additional information reasonably requested by Covered Entity for purposes of investigating the Breach and any other available information that Covered Entity is required to include to the individual under 45 C.F.R. 164.404(c) at the time of notification or as promptly thereafter as information becomes known. Business Associate's notification of a Breach of Unsecured PHI under this Section shall comply in all respects with each applicable provision of section 13400 of Subtitle D (Privacy) of ARRA, the HIPAA Rules and related guidance issued by the Secretary or the delegate of the Secretary from time to time.

(b) Business Associate agrees to provide notification of any Breach of Unsecured PHI of which it becomes aware, as required under 45 C.F.R. 164.410, and any Security Incident of which it becomes aware, in violation of this BAA, to individuals, the media (as defined under the HITECH Act), the Secretary and/or any other parties as required under HIPAA, the HITECH Act, ARRA and the HIPAA Rules, subject to the prior review and written approval by Covered Entity of the content of such notification. In the event Business Associate fails to perform its obligations hereunder, the Covered Entity shall have the right, within its sole discretion, to take over the notification functions specified herein. Any and all costs incurred by Covered Entity in fulfilling the notification requirements specified in HIPAA, the HITECH Act, ARRA or the HIPAA Rules, including but not limited to attorneys fees, fines, penalties, publication and mailing charges, and any fees associated with creating and maintaining a toll-free call number or modifications to any Covered Entity website related to breach notification shall be paid immediately by Business Associate upon demand by Covered Entity consistent with Article VI of this BAA.

(c) In the event of Business Associate's use or disclosure of Unsecured PHI in violation of HIPAA, the HITECH Act or ARRA, Business Associate bears the burden of demonstrating that notice as required under this 0 was made, including evidence demonstrating the necessity of any delay, or that the use or disclosure did not constitute a Breach of Unsecured PHI.

**Section 2.05** Business Associate agrees, in accordance with 45 C.F.R. 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, to require that any Subcontractors that create, receive, maintain or transmit PHI on behalf of the Business Associate agree to the same restrictions, conditions and requirements that apply to the Business Associate with respect to such information.

**Section 2.06** Business Associate agrees to make available PHI in a Designated Record Set to the individual or the individual's designee as necessary to satisfy Covered Entity's obligations under 45 C.F.R. 164.524. Business Associate shall be solely responsible for verifying the right of any individual or individual's designee to access the requested PHI.

(a) Business Associate agrees to comply with an individual's request to restrict the disclosure of their personal PHI in a manner consistent with 45 C.F.R. 164.522, except where such use, disclosure or request is required or permitted under applicable law.

(b) Business Associate agrees that when requesting, using or disclosing PHI in accordance with 45 C.F.R. 502(b)(1) that such request, use or disclosure shall be to the minimum extent necessary, including the use of a "limited data set" as defined in 45 C.F.R. 164.514(e)(2), to accomplish the intended purpose of such request, use or disclosure, as interpreted under related guidance issued by the Secretary from time to time.

**Section 2.07** Business Associate agrees to make any amendments to PHI in a Designated Record Set as directed or agreed to by the Covered Entity pursuant to 45 C.F.R. 164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 C.F.R. 164.526.

**Section 2.08** Business Associate agrees to maintain and make available the information required to provide an accounting of disclosures to the individual or individual's designee as necessary to satisfy Covered Entity's obligations under 45 C.F.R. 164.528.

**Section 2.09** Business Associate agrees to make its internal practices, books and records, including policies and procedures regarding PHI, relating to the use and disclosure of PHI and Breach of any Unsecured PHI received from Covered Entity, or created or received by the Business Associate on behalf of Covered Entity, available to Covered Entity (or the Secretary) for the purpose of Covered Entity or the Secretary determining compliance with the Privacy Rule (as defined in 0).

**Section 2.10** To the extent that Business Associate agrees to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 C.F.R. Part 164, Business Associate agrees to comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s).

**Section 2.11** Business Associate agrees to account for the following disclosures:

(a) Business Associate agrees to maintain and document disclosures of PHI and Breaches of Unsecured PHI and any information relating to the disclosure of PHI and Breach of Unsecured PHI in a manner as would be required for Covered Entity to respond to a request by an individual or the Secretary for an accounting of PHI disclosures and Breaches of Unsecured PHI.

(b) Business Associate agrees to provide to Covered Entity, or to an individual at Covered Entity's request, information collected in accordance with this 0, to permit Covered Entity to respond to a request by an individual or the Secretary for an accounting of PHI disclosures and Breaches of Unsecured PHI.

(c) Business Associate agrees to account for any disclosure of PHI used or maintained as an Electronic Health Record (as defined in 0) ("EHR") in a manner consistent with 45 C.F.R. 164.528 and related guidance issued by the Secretary from time to time; provided that an individual shall have the right to receive an accounting of disclosures of EHR by the Business Associate made on behalf of the Covered Entity only during the three years prior to the date on which the accounting is requested directly from the Business Associate.

(d) In the case of an EHR that the Business Associate acquired on behalf of the Covered Entity as of January 1, 2009, paragraph (c) above shall apply to disclosures with respect to PHI made by the Business Associate from such EHR on or after January 1, 2014. In the case

of an EHR that the Business Associate acquires on behalf of the Covered Entity after January 1, 2009, paragraph (c) above shall apply to disclosures with respect to PHI made by the Business Associate from such EHR on or after the later of January 1, 2011 or the date that it acquires the EHR.

**Section 2.12** Business Associate agrees to comply with the "Prohibition on Sale of Electronic Health Records or Protected Health Information," as provided in section 13405(d) of Subtitle D (Privacy) of ARRA, and the "Conditions on Certain Contacts as Part of Health Care Operations," as provided in section 13406 of Subtitle D (Privacy) of ARRA and related guidance issued by the Secretary from time to time.

**Section 2.13** Business Associate acknowledges that, effective on the Effective Date of this BAA, it shall be liable under the civil and criminal enforcement provisions set forth at 42 U.S.C. 1320d-5 and 1320d-6, as amended, for failure to comply with any of the use and disclosure requirements of this BAA and any guidance issued by the Secretary from time to time with respect to such use and disclosure requirements.

### **ARTICLE III PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE.**

**Section 3.01** General Uses and Disclosures. Business Associate agrees to receive, create, use or disclose PHI only in a manner that is consistent with this BAA, the Privacy Rule or Security Rule (as defined in 0) and only in connection with providing services to Covered Entity; provided that the use or disclosure would not violate the Privacy Rule, including 45 C.F.R. 164.504(e), if the use or disclosure would be done by Covered Entity. For example, the use and disclosure of PHI will be permitted for "treatment, payment and health care operations," in accordance with the Privacy Rule.

**Section 3.02** Business Associate may use or disclose PHI as Required By Law.

**Section 3.03** Business Associate agrees to make uses and disclosures and requests for PHI consistent with the "Minimum Necessary" requirements of HIPAA.

**Section 3.04** Business Associate may not use or disclose PHI in a manner that would violate Subpart E of 45 C.F.R. Part 164 if done by the Covered Entity.

**Section 3.05** Business Associate may use or disclose PHI as necessary to carry out Business Associate Functions.

**Section 3.06** Business Associate may use PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.

**ARTICLE IV  
OBLIGATIONS OF COVERED ENTITY.**

**Section 4.01** Covered Entity shall:

(a) Provide Business Associate with the Notice of Privacy Practices that Covered Entity produces in accordance with the Privacy Rule, and any changes or limitations to such notice under 45 C.F.R. 164.520, to the extent that such changes or limitations may affect Business Associate's use or disclosure of PHI.

(b) Notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to or is required to abide by under 45 C.F.R. 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI under this BAA.

(c) Notify Business Associate of any changes in or revocation of permission by an individual to use or disclose PHI, if such change or revocation may affect Business Associate's permitted or required uses and disclosures of PHI under this BAA.

**Section 4.02** Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy and Security Rule if done by Covered Entity, except as provided under 0 of this BAA.

**ARTICLE V  
COMPLIANCE WITH SECURITY RULE.**

**Section 5.01** Business Associate shall comply with the HIPAA Security Rule, which shall mean the Standards for Security of Electronic Protected Health Information at 45 C.F.R. Part 160 and Subparts A and C of Part 164, as amended by ARRA and the HITECH Act. The term "**Electronic Health Record**" or "**EHR**" as used in this BAA shall mean an electronic record of health-related information on an individual that is created, gathered, managed and consulted by authorized health care clinicians and staff.

**Section 5.02** In accordance with the Security Rule, Business Associate agrees to:

(a) Implement the administrative safeguards set forth at 45 C.F.R. 164.308, the physical safeguards set forth at 45 C.F.R. 164.310, the technical safeguards set forth at 45 C.F.R. 164.312, and the policies and procedures set forth at 45 C.F.R. 164.316 to reasonably and appropriately protect the confidentiality, integrity and availability of the ePHI that it creates, receives, maintains or transmits on behalf of Covered Entity as required by the Security Rule. Business Associate acknowledges that, effective on the Effective Date of this BAA, (a) the

foregoing safeguards, policies and procedures requirements shall apply to Business Associate in the same manner that such requirements apply to Covered Entity, and (b) Business Associate shall be liable under the civil and criminal enforcement provisions set forth at 42 U.S.C. 1320d-5 and 1320d-6, as amended from time to time, for failure to comply with the safeguards, policies and procedures requirements and any guidance issued by the Secretary from time to time with respect to such requirements;

(b) Require that any agent, including a Subcontractor, to whom it provides such PHI agrees to implement reasonable and appropriate safeguards to protect the PHI; and

(c) Report to the Covered Entity any Security Incident of which it becomes aware.

#### **ARTICLE VI INDEMNIFICATION.**

Business Associate shall indemnify, defend and hold harmless the Covered Entity, its agents, employees, and representatives from and against any and all losses, expense, damage or injury (including, without limitation, all costs and attorneys' fees) that the Covered Entity may sustain as a result of, or arising out of (a) a breach of this BAA by Business Associate or its agents or Subcontractors, including but not limited to any unauthorized use, disclosure or breach of PHI, (b) Business Associate's failure to notify any and all parties required to receive notification of any Breach of Unsecured PHI pursuant to 0 or (c) any negligence or wrongful acts or omissions by Business Associate or its agents or Subcontractors, including without limitations, failure to perform Business Associate's obligations under this BAA, the Privacy Rule or the Security Rule.

Notwithstanding the foregoing, nothing in this Section shall limit any rights the Covered Entity may have to additional remedies under the Services Agreement or under applicable law for any acts or omissions of Business Associate or its agents or Subcontractors. The parties acknowledge and agree that, to the extent this Article VI is inconsistent with any agreement of the parties in the Services Agreement, this Article VI of this BAA shall control.

#### **ARTICLE VII TERM AND TERMINATION.**

**Section 7.01** This BAA shall be in effect as of June 1, 2019, and shall terminate on the earlier of the date that:

(a) Either party terminates for cause as authorized under 0.

(b) All of the PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity. If it is not

feasible to return or destroy PHI, protections by Business Associate shall be extended in accordance with 0.

**Section 7.02** Upon either party's knowledge of material breach by the other party, the non-breaching party shall provide the breaching party written notice to cure the breach or end the violation, or terminate the BAA. If the breaching party does not cure the breach or end the violation within a reasonable time period from the notification of the breach, or if a material term of the BAA has been breached and a cure is not possible, the non-breaching party may terminate this BAA and the Underlying Agreement, upon written notice to the other party.

**Section 7.03** Upon termination of this BAA for any reason, the parties agree that, with respect to PHI received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, Business Associate shall:

(a) Retain only that PHI that is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities.

(b) Return to Covered Entity, or if agreed to by Covered Entity, destroy the remaining PHI that the Business Associate still maintains in any form.

(c) Continue to use appropriate safeguards and comply with Subpart C of 45 C.F.R. Part 164 with respect to ePHI to prevent use or disclosure of the PHI, other than as provided for in this Section 7, for as long as Business Associate retains the PHI.

(d) Not use or disclose the PHI retained by Business Associate other than for the purposes for which such PHI was retained and subject to the same conditions set out at paragraphs (2) and (3) above under "Specific Other Uses and Disclosures" which applied prior to termination.

(e) Return to Covered Entity, or if agreed to by Covered Entity, destroy the PHI retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.

**Section 7.04** The obligations of Business Associate under this Section 7 shall survive the termination of this BAA and the Consulting Services Agreement.

## **ARTICLE VIII MISCELLANEOUS.**

**Section 8.01** The parties agree to take such action as is necessary to amend this BAA to comply with the requirements of the Privacy Rule, the Security Rule, HIPAA, ARRA, the HITECH Act, the HIPAA Rules and any other applicable law.



**Section 8.02** The respective rights and obligations of Business Associate under 0 and 0 of this BAA shall survive the termination of this BAA.

**Section 8.03** This BAA shall be interpreted in the following manner:

(a) Any ambiguity shall be resolved in favor of a meaning that permits Covered Entity to comply with the HIPAA Rules.

(b) Any inconsistency between the BAA's provisions and the HIPAA Rules, including all amendments, as interpreted by the HHS, court or another regulatory agency with authority over the Parties, shall be interpreted according to the interpretation of the HHS, the court or the regulatory agency.

(c) Any provision of this BAA that differs from those mandated by the HIPAA Rules, but is nonetheless permitted by the HIPAA Rules, shall be adhered to as stated in this BAA.

**Section 8.04** This BAA constitutes the entire agreement between the parties related to the subject matter of this BAA, except to the extent that the Consulting Services Agreement imposes more stringent requirements related to the use and protection of PHI upon Business Associate. This BAA supersedes all prior negotiations, discussions, representations or proposals, whether oral or written. This BAA may not be modified unless done so in writing and signed by a duly authorized representative of both parties. If any provision of this BAA, or part thereof, is found to be invalid, the remaining provisions shall remain in effect.

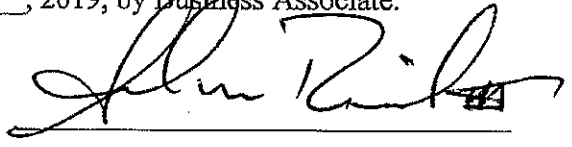
**Section 8.05** This BAA will be binding on the successors and assigns of the Covered Entity and the Business Associate. However, this BAA may not be assigned, in whole or in part, without the written consent of the other party. Any attempted assignment in violation of this provision shall be null and void.

**Section 8.06** This BAA may be executed in two or more counterparts, each of which shall be deemed an original.

**Section 8.07** Except to the extent preempted by federal law, this BAA shall be governed by and construed in accordance with the laws of the State of Nebraska.

**Section 8.08** A waiver with respect to one event shall not be construed as continuing, or as a bar to or waiver of any right or remedy as to subsequent events.

EXECUTED this 24 day of May, 2019, by Business Associate.

By: 

Title: SVP, Division Leader

EXECUTED this \_\_\_ day of \_\_\_\_\_, 2019, by Covered Entity.

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

APPROVED AS TO FORM  
this \_\_\_ day of \_\_\_\_\_, 2019

\_\_\_\_\_  
Deputy County Attorney  
For PATRICK CONDON  
County Attorney



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
05/16/2019

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 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).

| <b>PRODUCER</b><br>Holmes Murphy & Assoc - WDM<br>PO Box 9207<br>Des Moines, IA 50306-9207                               |        | 1-800-247-7756 | <b>CONTACT NAME:</b><br>PHONE (A/C, No, Ext):<br>E-MAIL ADDRESS:<br>FAX (A/C, No):   |  |                               |        |                                    |       |                             |       |                                   |       |   |       |            |  |            |  |
|--|--------|----------------|--|--|-------------------------------|--------|------------------------------------|-------|-----------------------------|-------|-----------------------------------|-------|---|-------|------------|--|------------|--|
| <b>INSURED</b><br>Holmes, Murphy and Associates, LLC<br>See attached<br>2727 Grand Prairie Parkway<br>Waukegan, IA 50263 |        |                | <table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: CHARTER OAK FIRE INS CO</td> <td>25615</td> </tr> <tr> <td>INSURER B: TRAVELERS IND CO</td> <td>25658</td> </tr> <tr> <td>INSURER C: TRAVELERS IND CO OF CT</td> <td>25682</td> </tr> <tr> <td>INSURER D: ALLIED WORLD ASSUR CO US INC</td> <td>19489</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table> |  | INSURER(S) AFFORDING COVERAGE | NAIC # | INSURER A: CHARTER OAK FIRE INS CO | 25615 | INSURER B: TRAVELERS IND CO | 25658 | INSURER C: TRAVELERS IND CO OF CT | 25682 | INSURER D: ALLIED WORLD ASSUR CO US INC | 19489 | INSURER E: |  | INSURER F: |  |
| INSURER(S) AFFORDING COVERAGE  | NAIC # |                |  |  |                               |        |                                    |       |                             |       |                                   |       |   |       |            |  |            |  |
| INSURER A: CHARTER OAK FIRE INS CO   | 25615  |                |  |  |                               |        |                                    |       |                             |       |                                   |       |   |       |            |  |            |  |
| INSURER B: TRAVELERS IND CO  | 25658  |                |  |  |                               |        |                                    |       |                             |       |                                   |       |   |       |            |  |            |  |
| INSURER C: TRAVELERS IND CO OF CT  | 25682  |                |  |  |                               |        |                                    |       |                             |       |                                   |       |   |       |            |  |            |  |
| INSURER D: ALLIED WORLD ASSUR CO US INC  | 19489  |                |  |  |                               |        |                                    |       |                             |       |                                   |       |   |       |            |  |            |  |
| INSURER E:   |        |                |  |  |                               |        |                                    |       |                             |       |                                   |       |   |       |            |  |            |  |
| INSURER F:   |        |                |  |  |                               |        |                                    |       |                             |       |                                   |       |   |       |            |  |            |  |

**COVERAGES**                      **CERTIFICATE NUMBER: 56208789**                      **REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE  | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS   |
|----------|--|-----------|----------|---------------|-------------------------|-------------------------|--|
| A        | <b>GENERAL LIABILITY</b><br><input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC |           |          | 6305J067658   | 06/30/18                | 06/30/19                | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000<br>MED EXP (Any one person) \$ 5,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMP/OP AGG \$ 2,000,000<br>\$ |
| B        | <b>AUTOMOBILE LIABILITY</b><br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS  |           |          | BA5J108995    | 06/30/18                | 06/30/19                | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$  |
|          | <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR<br><b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE<br>DED   RETENTION \$   |           |          |               |                         |                         | EACH OCCURRENCE \$<br>AGGREGATE \$<br>\$   |
| C        | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N<br>If yes, describe under DESCRIPTION OF OPERATIONS below   |           | N/A      | UB3K091590    | 01/01/19                | 01/01/20                | <input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER<br>E.L. EACH ACCIDENT \$ 1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 1,000,000<br>E.L. DISEASE - POLICY LIMIT \$ 1,000,000                               |
| D        | Ins Agents E&O   |           |          | 0305-7142     | 06/30/18                | 06/30/19                | Each Claim Limit 10,000,000  |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 Certificate holder is included as additional insured with respect to the General Liability when required by written contract or agreement.

|   |  |  |
|---|--|--|
| <b>CERTIFICATE HOLDER</b><br>Lancaster County<br>City-County Human Resources<br>555 South 10th Street, Room 302<br>Lincoln, NE 68508<br>USA |  | <b>CANCELLATION</b><br>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br>AUTHORIZED REPRESENTATIVE<br> |
|---|--|--|

**HMA Group Holdings, Inc. / Holmes, Murphy and Associates, LLC**

| <b>Street Address</b>                              | <b>City</b>       | <b>State</b> | <b>Zip</b> |
|--|-------------------|--------------|------------|
| 8001 Birchwood Court                               | Johnston          | IA           | 50131      |
| 4000 River Ridge Drive NE                          | Cedar Rapids      | IA           | 52402      |
| 201 First Street SE, Suite 700                     | Cedar Rapids      | IA           | 52401      |
| 4550 E. 53rd St., Suite 100                        | Davenport         | IA           | 52807      |
| 13810 FNB Parkway, Suite 300                       | Omaha             | NE           | 68154      |
| 5120 South Solberg Avenue                          | Sioux Falls       | SD           | 57108      |
| 7047 E. Greenway Parkway, Suite 210                | Scottsdale        | AZ           | 85254      |
| Waterfront Place, 311 S.W. Water Street, Suite 211 | Peoria            | IL           | 61602      |
| 101 Park Avenue, Suite 405                         | Oklahoma City     | OK           | 73102      |
| 231 S. Bemiston, Suite 800                         | St. Louis         | MO           | 63105      |
| 7600 East Orchard Road, Suite 330-S                | Greenwood Village | CO           | 80111      |
| 12712 Park Central, Suite 100 and 300              | Dallas            | TX           | 75251-1505 |
| 1828 Walnut Street, Suite 701                      | Kansas City       | MO           | 64108      |
| 1828 Walnut Street, Suite 801                      | Kansas City       | MO           | 64108      |
| 2727 Grand Prairie Parkway                         | Waukee            | IA           | 50263      |
| 3100 West Ray Road, Suite 201                      | Chandler          | AZ           | 85226      |
| 14388 Proton Dr.                                   | Dallas            | TX           | 75244      |
| 108 Crestview, Suite 200                           | Bigfork           | MT           | 59911      |
| 225 S 6th St., Ste 1900                            | Minneapolis       | MN           | 55402      |
| 5 Triad Center Ste. 340                            | Salt Lake City    | UT           | 84180      |
| 1600 Aspen Commons, Ste 990                        | Middleton         | WI           | 53562      |



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
05/16/2019

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 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).

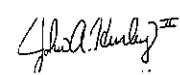
|  |                |  |  |                        |
|--|----------------|--|--|------------------------|
| <b>PRODUCER</b><br>Holmes Murphy & Assoc - WDM<br>PO Box 9207<br>Des Moines, IA 50306-9207 | 1-800-247-7756 | <b>CONTACT NAME:</b><br>PHONE (A/C, No, Ext):<br>E-MAIL ADDRESS:<br>FAX (A/C, No): | <b>INSURER(S) AFFORDING COVERAGE</b><br>INSURER A: UNDERWRITERS AT LLOYDS LONDON<br>INSURER B:<br>INSURER C:<br>INSURER D:<br>INSURER E:<br>INSURER F: | <b>NAIC #</b><br>15792 |
|--|----------------|--|--|------------------------|

**COVERAGES**                      **CERTIFICATE NUMBER: 56208792**                      **REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE  | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS  |
|----------|--|-----------|----------|---------------|-------------------------|-------------------------|---|
|          | <b>GENERAL LIABILITY</b><br><input type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC |           |          |               |                         |                         | EACH OCCURRENCE \$<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$<br>MED EXP (Any one person) \$<br>PERSONAL & ADV INJURY \$<br>GENERAL AGGREGATE \$<br>PRODUCTS - COM/OP AGG \$ |
|          | <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS   |           |          |               |                         |                         | COMBINED SINGLE LIMIT (Ea accident) \$<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$                                   |
|          | <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR<br><b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE<br>DED    RETENTION \$  |           |          |               |                         |                         | EACH OCCURRENCE \$<br>AGGREGATE \$  |
|          | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below  |           |          |               |                         |                         | <input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER<br>E.L. EACH ACCIDENT \$<br>E.L. DISEASE - EA EMPLOYEE \$<br>E.L. DISEASE - POLICY LIMIT \$           |
| A        | Cyber Liability  |           |          | 506712        | 06/30/18                | 06/30/19                | Aggregate 10,000,000  |

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

|   |   |
|---|---|
| <b>CERTIFICATE HOLDER</b><br>Lancaster County<br>City-County Human Resources<br>555 South 10th Street, Room 302<br>Lincoln, NE 68508<br>USA | <b>CANCELLATION</b><br>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br>AUTHORIZED REPRESENTATIVE<br> |
|---|---|

© 1988-2014 ACORD CORPORATION. All rights reserved.

**HMA Group Holdings, Inc. / Holmes, Murphy and Associates, LLC**

| <b>Street Address</b>                              | <b>City</b>       | <b>State</b> | <b>Zip</b> |
|--|-------------------|--------------|------------|
| 8001 Birchwood Court                               | Johnston          | IA           | 50131      |
| 4000 River Ridge Drive NE                          | Cedar Rapids      | IA           | 52402      |
| 201 First Street SE, Suite 700                     | Cedar Rapids      | IA           | 52401      |
| 4550 E. 53rd St., Suite 100                        | Davenport         | IA           | 52807      |
| 13810 FNB Parkway, Suite 300                       | Omaha             | NE           | 68154      |
| 5120 South Solberg Avenue                          | Sioux Falls       | SD           | 57108      |
| 7047 E. Greenway Parkway, Suite 210                | Scottsdale        | AZ           | 85254      |
| Waterfront Place, 311 S.W. Water Street, Suite 211 | Peoria            | IL           | 61602      |
| 101 Park Avenue, Suite 405                         | Oklahoma City     | OK           | 73102      |
| 231 S. Bemiston, Suite 800                         | St. Louis         | MO           | 63105      |
| 7600 East Orchard Road, Suite 330-S                | Greenwood Village | CO           | 80111      |
| 12712 Park Central, Suite 100 and 300              | Dallas            | TX           | 75251-1505 |
| 1828 Walnut Street, Suite 701                      | Kansas City       | MO           | 64108      |
| 1828 Walnut Street, Suite 801                      | Kansas City       | MO           | 64108      |
| 2727 Grand Prairie Parkway                         | Waukee            | IA           | 50263      |
| 3100 West Ray Road, Suite 201                      | Chandler          | AZ           | 85226      |
| 14388 Proton Dr.                                   | Dallas            | TX           | 75244      |
| 108 Crestview, Suite 200                           | Bigfork           | MT           | 59911      |
| 225 S 6th St., Ste 1900                            | Minneapolis       | MN           | 55402      |
| 5 Triad Center Ste. 340                            | Salt Lake City    | UT           | 84180      |
| 1600 Aspen Commons, Ste 990                        | Middleton         | WI           | 53562      |

POLICY NUMBER: UB-3K091590-19-14-G

## **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**

#### **DESIGNATED PERSON:**

#### **DESIGNATED ORGANIZATION:**

ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED  
BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS  
WAIVER, INCLUDING:

Lancaster County  
City-County Human Resources  
555 South 10th Street, Room 302  
Lincoln, NE 68508

City of Lincoln Nebraska  
Human Resources Department  
555 South 10th Street, Room 302  
Lincoln, NE 68508

Any person or organization for which the employer has agreed by written contract, executed prior to loss, may execute a waiver of subrogation. However, for purposes of work performed by the employer in Missouri, this waiver of subrogation does not apply to any construction group of classifications as designated by the waiver of right to recover from others (subrogation) rule in our manual.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**SCHEDULED ADDITIONAL INSURED  
(Includes Products-Completed Operations If Required By Contract)**

This endorsement modifies insurance provided under the following:  
COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE OF ADDITIONAL INSUREDS AND COVERED OPERATIONS**

**NAME OF PERSON OR ORGANIZATION:**

Lancaster County  
City-County Human Resources  
555 South 10th Street, Room 302  
Lincoln, NE 68508

**PROJECT/LOCATION OF COVERED OPERATIONS:**

AS REQUIRED BY WRITTEN CONTRACT

**PROVISIONS**

The following is added to **SECTION II – WHO IS AN INSURED:**

Any person or organization shown in the Schedule Of Additional Insureds And Covered Operations that you agree in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only:

- a. With respect to liability for "bodily injury" or "property damage" that occurs, or for "personal injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement and while that part of the contract or agreement is in effect; and
- b. If, and only to the extent that, such injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" on or for the project, or at the location, shown in the Schedule Of Additional Insureds And Covered Operations, to which the written contract or agreement applies. Such person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is subject to the following provisions:

- a. If the Limits of Insurance of this Coverage Part shown in the Declarations exceed the minimum limits required by the written contract or agreement, the insurance provided to the additional insured will be limited to such minimum required limits. For the purposes of determining whether this limitation applies, the minimum limits required by the written contract or agreement will be considered to include the minimum limits of any Umbrella or Excess liability coverage required for the additional insured by that written contract or agreement. This provision will not increase the limits of insurance described in Section III – Limits Of Insurance.
- b. The insurance provided to such additional insured does not apply to:
  - (1) Any "bodily injury", "property damage" or "personal injury" arising out of the providing, or failure to provide, any professional architectural, engineering or surveying services, including:

*Do not attach this form to a policy. It is for informational use only.*



COMMERCIAL GENERAL LIABILITY

*Do not attach this form to a policy. It is for informational use only.*

- (a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and
  - (b) Supervisory, inspection, architectural or engineering activities.
- (2) Any "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the written contract or agreement specifically requires you to provide such coverage for that additional insured during the policy period.
- c. The additional insured must comply with the following duties:
- (1) Give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:
    - (a) How, when and where the "occurrence" or offense took place;
    - (b) The names and addresses of any injured persons and witnesses; and
    - (c) The nature and location of any injury or damage arising out of the "occurrence" or offense.
  - (2) If a claim is made or "suit" is brought against the additional insured:
    - (a) Immediately record the specifics of the claim or "suit" and the date received; and
    - (b) Notify us as soon as practicable and see to it that we receive written notice of the claim or "suit" as soon as practicable.
  - (3) Immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
  - (4) Tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover such additional insured for a loss we cover. However, this condition does not affect whether the insurance provided to such additional insured is primary to other insurance available to such additional insured which covers that person or organization as a named insured as described in Paragraph 4., Other Insurance, of Section IV – Commercial General Liability Conditions.