

## 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 **ASIAN COMMUNITY AND CULTURAL CENTER**, a non-profit corporation, hereinafter referred to as "**Grantee**".

### WITNESSETH:

**WHEREAS**, the Grantee has established a program for the purpose of improving the local criminal justice system's response to women who are victims of domestic violence and sexual assault; and

**WHEREAS**, the Sponsor desires to expend Federal grant funds from the U.S. Department of Justice - Office on Violence Against Women, under the Violence Against Women Act (Grant #2018-WF-AX-0015, CFDA #16.588) which are passed through the Nebraska Commission on Law Enforcement and Criminal Justice #18-VW-0713, 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 Coordinated Response to Reducing Domestic Violence program ("the Project"), as described in Attachment "A", attached hereto and hereby incorporated by this reference.

2. **Scope of Services:** In exchange for partial funding of the Project, the Grantee agrees to perform 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 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 \$11,115.00 (Eleven Thousand One Hundred Fifteen Dollars), from the Outside Grant.

**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 each calendar month of 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. Grantee shall not charge any costs to the Project Account that exceed the Project Budget or that 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 Section 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 Section 7 of this Grant Contract.

**9. Reports:** Grantee shall submit Quarterly Performance and Narrative Reports to the Project Monitor and/or the Project Monitor's designee and Quarterly Cash Reports to the Lancaster County Grants Coordinator via email on or before the following report due dates to the extent that they fall within the Term:

- For the period of January – March, report due on or before April 10th
- For the period of April – June, due on or before July 10th
- For the period of July – September, due on or before October 10th
- For the period of October – December, due on or before January 10th

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. Note there are 5 total reports due during this grant year.

**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 two copies 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"). The Grantee shall provide Sponsor and/or Project Monitor with such financial and program service reports as the Sponsor and/or Project Monitor shall deem necessary during the Term. Based upon these reports and upon the Project Monitor's observations of the operation of the Project, the Project Monitor shall submit reports required by Sponsor, containing the Project Monitor's review of the progress of the Project. 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 actual or perceived race, color, religion, national origin, sex, gender identity (as defined in paragraph 249(c)(4) of Title 18 U.S.C.), sexual orientation, or disability, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under the Violence Against Women Act and any other program or activity funded in whole or in part with funds appropriated for grants, cooperative agreements, and other assistance administered by the Office on Violence Against Women, including Grantee's provision of services and 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).

If sex segregation or sex-specific programming is necessary to the essential operation of a program, nothing in this Paragraph 13 shall prevent any such program or activity from

consideration of an individual's sex. In such circumstances, Grantee may meet the requirements of this Paragraph 13 by providing comparable services to individuals who cannot be provided with the sex-segregated or sex-specific programming.

Grantee shall be required to comply with 28 CFR 42.301 et seq. to formulate an Equal Employment Opportunity Program (EEOP). Grantee agrees to adhere to Grantee's harassment policy(ies) not inconsistent with the terms of this Grant Contract, and Grantee shall make generally available to Grantee's employees the "Discrimination and Harassment Policy and Complaint Procedures for the Nebraska Crime Commission and Sub-Grant Recipients," a copy of which is attached hereto as Attachment "C" and which is incorporated herein by this reference. On or before the Date of Sponsor Execution, Grantee shall complete, execute, and return to Sponsor a copy of the "Discrimination & Harassment Policy Certification" that is attached hereto as Attachment "D" and that is incorporated herein by this reference.

**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 is based solely upon funds from the Nebraska Commission on

Law Enforcement and Criminal Justice, sub-grant number 18-VW-0713 (“Outside Grant”). The Parties further recognize that the Sponsor may terminate this Grant Contract in whole or in part immediately upon written notice to Grantee if Outside Grant’s funds run out or are no longer available. 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 is the aforementioned Outside Grant. In the event that grant funds under the Outside Grant are no longer available or run out, 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 Section 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 Section 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 Section. 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 section 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 section.

**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.

### **SPECIAL CONDITIONS**

**25. Publication:** Grantee agrees that any publication (written, web-based, audio-visual, or any other format) funded in whole or in part with grant funds or resulting from activities under this Grant Contract shall contain the following statement: "This project was supported by Subgrant No. 18-VW-0715 awarded by the Nebraska Crime Commission for the Office on Violence Against Women, U.S. Department of Justice's STOP Formula Grant Program. The opinions, findings, conclusions, and recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily represent the views of the County of Lancaster, the Nebraska Crime Commission, the State of Nebraska, or the U.S. Department of Justice."

**26. Copies to OJP and Acknowledgement of Funding:** For the exclusive purpose of submission to OJP, Grantee shall submit to Sponsor one paper copy, as well as a computer diskette in Corel or compatible format, of any final reports or publications, and the master tape and/or electronic file for any video, CD, or DVD products developed with or in response to Federal funds granted pursuant to this Grant Contract. Any publications or products, whether published at Grantee's or government's expense, shall contain the following statements:

"This project was supported by Grant No. 2018-WF-AX-0015, awarded by the Office on Violence Against Women, U.S. Department of Justice. The opinions, findings, conclusions, and recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the Department of Justice, Office on Violence Against Women."

Grantee must submit to Sponsor all grant-funded reports and products for review and comment by OJP prior to publication. All such reports and products may display the OJP logo on the cover (or other location) with the Grant Contract of the OJP program office.

**27. Reporting of Potential, Fraud, Waste, Abuse, or Misconduct:** Grantee shall promptly refer to Sponsor any credible evidence that a principal, employee, agent, contractor, subgrantee, subcontractor, or other person has either: 1) submitted a false claim for grant funds under the False Claims Act, 31 U.S.C. §§ 3729–3733; or 2) committed a criminal or civil violation of law pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds. Grantee shall report to Sponsor any potential fraud, waste, abuse or misconduct involving Grant funds. If at any time an impropriety is found in the accounting or use of any funds received by Grantee, Grantee shall notify Sponsor immediately and shall inform Sponsor of remedial steps Grantee proposes to take with respect to the impropriety. Grantee agrees to comply with any additional requirements that may be imposed as a result of Grantee's performance under this Grant Contract. Grantee acknowledges that misuse of funds may result in civil and/or criminal penalties, and Grantee agrees that, in the event Grantee misuses funds granted pursuant to this Grant Contract, in addition to other remedies provided to Sponsor under this Grant Contract, Sponsor also may suspend current and future funds and/or seek recoupment of the funds granted pursuant to this Grant Contract.

**28. Drug Free Work Place:** Grantee shall establish and maintain a drug-free work place policy.

**29. Program Income:** Grantee agrees that all income generated as a direct result of this Grant Contract shall be deemed program income. Program income includes, but is not limited to, income from fees for services provided or fundraising activities. Grantee agrees that expenses for the program(s) or service(s) funded by this Grant Contract shall be paid with program income funds before using the grant dollars awarded by this Grant Contract. All program income earned must be accounted for and used for the purposes of funds provided under this Grant Contract, including such use being consistent with the other conditions of this Grant Contract, the effective edition of the OJP Financial Guide, and, as applicable, either (1) 28 CFR Part 66 or (2) 28 CFR Part 70 and 2 CFR Part 215 (OMB Circular A-110).

**30. Anti-lobbying:** Grantee shall not use any Federal funds granted pursuant to this Grant Contract in support of the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government.

**31. ACORN Limitation:** Grantee shall not use any Federal funds, either directly or indirectly, granted pursuant to this Grant Contract, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries.

**32. Training or Training Materials:** Grantee agrees that any training or training materials developed or delivered with federal funding granted pursuant to this Grant Contract must adhere to the OJP Training Guiding Principles for Grantees and

Subgrantees at: <https://www.justice.gov/ovw/grantees#Resources> .

**33. Intellectual Property:** Grantee acknowledges that the Office of Justice Programs (OJP) reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use (in whole or in part, including in connection with derivative works), for Federal purposes: (1) any work subject to copyright developed under this Grant Contract; and (2) any rights of copyright to which Grantee purchases ownership with Federal support using Federal funds granted under this Grant Contract. Grantee acknowledges that OJP has the right to (1) obtain, reproduce, publish, or otherwise use the data first produced pursuant to this Grant Contract; and (2) authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes. As used in this paragraph, "data" includes data as defined in Federal Acquisition Regulation (FAR) provision 52.227-14 (rights in Data - General). Grantee must obtain advance written approval from Sponsor before: 1) using grant funds to purchase ownership of, or a license to use, copyrighted work; or 2) incorporating any copyrighted work, or portion thereof, into a new work developed under this Grant Contract.

**34. Web Sites:** If Grantee funds in whole or in part a web site using Federal funds granted pursuant to this Grant Contract, Grantee shall include the following statement on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a Web-based service, including any pages that provide results or outputs from the service:

"This Web site is funded [insert "in part," if applicable] through a grant from the Office on Violence Against Women, Office of Justice Programs, U.S. Department of Justice. Neither the U.S. Department of Justice nor any of its components operate, control, are responsible for, or necessarily endorse, this Web site (including, without limitation, its content, technical infrastructure, and policies, and any services provided)."

The full text of the foregoing statement must be clearly visible on the home page. On other pages, the statement maybe included through a link, entitled "Notice of Federal Funding and Federal Disclaimer," to the full text of the statement.

**35. Limited English Proficiency:** The Grantee must comply with the Department of Justice Guidance pertaining to title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d. Grantee must take reasonable steps to provide meaningful access to their program(s) and activities for persons with limited English proficiency (LEP). For information on the civil right responsibilities, see <http://www.lep.gov>.

**36. Government Debarment:** If at any time during the grant period the Grantee is barred from doing business with the federal or state government, the Grantee shall notify the Grantor in writing within thirty (30) days.

**37. 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.

**38. Computer Networks:** Any funds used to maintain or establish a computer network shall block the viewing, downloading, and exchanging of pornography, except that this Section 28 shall not limit the use of funds necessary for any federal, state, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.

**39. Personally Identifiable Information ("PII"):** Grantee shall have written procedures in place to respond in the event of an actual or imminent breach (as defined in OMB M-17-12) to the extent that Grantee, within the scope of this Grant Contract: a) creates, collects, uses, processes, stores, maintains, disseminates, discloses or disposes of PII (as defined in 2 C.F.R. 200.79); or b) uses or operates a Federal information system (as defined in OMB Circular A-130). The procedures required by this Paragraph 39 must include a requirement to report actual or imminent breach of PII to the Nebraska Crime Commission Grant Administrator and the Sponsor no later than 24 hours after an occurrence of an actual breach or the detection of an imminent breach.

EXECUTED by Grantee this 6<sup>th</sup> day of June, 20 19.

Asian Community and Cultural Center  
A Non-profit Corporation, Grantee

[Signature]  
Witness

BY: [Signature]

NAME: Shella Dorsey Vinton

TITLE: CEO

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: \_\_\_\_\_  
for PAT CONDON  
Lancaster County Attorney

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

## **ATTACHMENT A**

### **PURPOSE**

The purpose of this Grant Contract is to provide funding for the project coordination of the VAWA program "A Coordinated Response to Reducing Domestic Violence". This program addresses the need to increase victim safety and perpetrator accountability for domestic/dating violence, adult sexual assault and stalking crimes in Lancaster County.

Funding will support three liaisons each emphasizing a different cultural; Sudanese, Asian, and Arabic. Funding will be used to assist women in all aspects of domestic violence awareness. The Asian Center serves Vietnamese, Karen, Yazidi, and Sudanese women.

**SCOPE OF SERVICES**

The Grantee agrees to provide the following services under this contract:

- Liaisons will work with project partners to insure support to victims of domestic violence
- Referrals to Voices of Hope for victim services.
- Provide cultural awareness regarding domestic violence within Lancaster County.
- Regular meetings with other project liaisons regarding awareness in the community.



**APPROVED BUDGET**

<b>Category</b>	<b>Amount</b>
<b>Personnel</b>	
Salary	\$9,776.00
Fringe	\$1,339.00
<b>Personnel Total</b>	\$11,115.00
<b>Consultants/ Contracts</b>	
<b>Consultant/ Contracts Total</b>	
<b>Travel</b>	
<b>Travel Total</b>	
<b>Operating Expenses</b>	
<b>Operating Expenses Total</b>	
<b>TOTAL</b>	\$11,115.00

# NEBRASKA COMMISSION ON LAW ENFORCEMENT AND CRIMINAL JUSTICE

OPERATING INSTRUCTION  
NUMBER 42

May 10, 2019

## DISCRIMINATION AND HARASSMENT POLICY AND COMPLAINT PROCEDURES FOR THE NEBRASKA CRIME COMMISSION AND SUB-GRANT RECIPIENTS

**PURPOSE:** It is imperative that managers, supervisors, employees of the Commission, and employees of subrecipient organizations comply with federal and state laws and regulations governing harassment and discrimination. There is a need to insure that the agency and sub-grant recipient work environment, at all levels, as well as conduct by sub-grant recipients in providing services is free from sexual or any other form of harassment or discrimination. In order to insure this purpose, this policy will provide guidance by defining harassment and/or discrimination and by outlining reporting procedures that should be followed when confronted with harassment and discrimination.

**1. SCOPE:** Applicable to all Crime Commission members, staff members, employees of sub-grant recipients, individuals doing business with the Commission, students and guest instructors of the Training Center.

**2. POLICY:** It is the policy of the Nebraska Commission on Law Enforcement and Criminal Justice (Nebraska Crime Commission) that all women and men are to be treated fairly and equally, with dignity and respect. Any form of work place harassment or discrimination is contrary to this policy as it relates to allegations on the basis of race, color, religion, age, sex, disability, or national origin, or (if a recipient of funds under the Violence Against Women Act) sexual orientation or gender identity, and may be treated as violations of applicable state and federal laws. See Addendum. It will be considered a violation of this policy for any employee of the Nebraska Crime Commission, individual doing business with Nebraska Crime Commission, including sub-grant recipients, or a student or guest instructor of the Training Center to engage in harassment or discrimination as specified in this Operating Instruction, or for any supervisory personnel to knowingly permit harassment or discrimination as specified in this Operating Instruction.

### 3. DEFINITIONS:

#### A. Discrimination:

For the purpose of this policy, discrimination is defined as a less favorable treatment towards an individual or a group of individuals at work or through the provision of services, usually based on their protected class, including, but not limited to, race, color, national origin, sex, religion, sexual orientation, gender identity, and disability, contrary to law.

**B. Harassment:**

For the purpose of this policy, "harassment" is defined as sexual harassment, retaliatory harassment or any inflammatory comments, jokes, printed material, and/or innuendo based in whole or in part on gender, race, color, religion, age, disability, national origin, sexual orientation, or gender identity, when such conduct has the purpose or effect of creating an intimidating, hostile, or offensive working environment, and/or such conduct interferes unreasonably with a person's work performance or employment opportunities or with the receipts of services. This may include third-party situations where one individual is offended by the interaction, conduct or communications between others. Normal, courteous, mutually respectful, non-coercive interactions which are acceptable to both individuals are not considered to be harassment.

**C. Sexual Harassment:**

For the purpose of this policy, "sexual harassment" is defined as any unwelcome sexual advances, requests for sexual favors, and either verbal or physical conduct of a sexual nature, when: (1) Submission to such conduct is made, either explicitly or implicitly, a term of an individual's employment, or a condition to receipt of services by a recipient of the agency's services, or submission to, or rejection of, such conduct by an individual is used as the basis for employment or agency decisions affecting an employee or a recipient of the agency's services, or (2) Such conduct has the purpose or effect of unreasonably interfering with an employee's work performance or the receipt of services by a recipient of the agency's services, or of creating an intimidating, hostile, or offensive environment.

Examples of sexual harassment may include, but is not limited to, such actions as any form of inflammatory comments, jokes, kidding, printed material, and/or innuendo; subtle pressure for sexual activity; physical contact such as patting, pinching, or brushing against another's body; and demands for sexual favors.

Requests for sexual activity accompanied by implied or overt promises or preferential treatment or threats concerning an individual's employment status may also be considered sexual harassment.

**D. Retaliatory Harassment:**

For the purposes of this policy, "retaliatory harassment" is defined as any harmful action taken against a person for making, assisting and/or being a witness in a complaint of harassment or discrimination. Harmful action includes any action that would dissuade a reasonable person from making or supporting a charge of harassment or discrimination.



**E. Disability Discrimination:**

For purposes of this policy, “disability discrimination” is defined as less favorable treatment of any person by an employee or representative of the Nebraska Commission on Law Enforcement and Criminal Justice or the Nebraska Law Enforcement Training Center on the basis of a disability or less than favorable treatment by an employee or representative of a sub-grant recipient.

**F. Complaint Coordinator:** the individual working for Nebraska Department of Administrative Services, Human Resources Division, who is responsible for receiving and coordinating complaints filed regarding harassment or discrimination as found in this operating instruction.

**G. Executive Director** is the Executive Director of the Nebraska Commission on Law Enforcement and Criminal Justice (Commission).

**4. NOTIFICATIONS:**

All Commission members, employees, sub-grant applicants, sub-grant employees, and students and guest instructors at the Training Center will be notified of the Nebraska Crime Commission’s policy on harassment and discrimination and will be provided with a copy of the policy. The Nebraska Crime Commission policy will also be accessible on Commission’s website. Additionally, all employees and students will be provided with an explanation of their rights in making complaints pursuant to this policy.

**5. INDIVIDUAL RESPONSIBILITIES:**

Individuals covered under the scope of this operating instruction are responsible for:

- A. Complying with the spirit and letter of this operating instruction.
- B. If comfortable, promptly telling any offending party that the conduct is unwelcome and asking them to stop.
- C. If receiving a request to stop his or her conduct, immediately comply with it and do not retaliate against the employee for rejecting the conduct.
- D. Follow the reporting procedures as outlined in this operating instruction.
- E. Report any incident of harassment or discrimination that is observed or witnessed, even if incident is in another department.
- F. Keep the information on a “need to know” basis in order for the agency to complete a fair investigation.

## **6. SUPERVISOR RESPONSIBILITIES:**

- A. Supervisors are to assure that all employees under his or her supervision are informed of the policy.
- B. Training Center personnel are to assure that all students under their supervision are informed of the policy.
- C. Any supervisor who receives a complaint alleging work place harassment or discrimination, or who is otherwise aware of a situation involving work place harassment or discrimination, will submit to the Complaint Coordinator within 10 business days of receipt of the complaint. The Complaint Coordinator will supply receipt of the complaint to the Commission employee who filed the complaint within 10 business days.
- D. Any supervisor receiving a complaint alleging work place harassment or discrimination will immediately notify the complainant of the Commission's operating instruction concerning work place harassment and discrimination, and of the complainant's rights concerning the pursuit of such allegations. This notification will be achieved by giving the complainant a copy of this operating instruction.
- E. Unless otherwise required by this OI or by law, any supervisor receiving a complaint or report of work place harassment or discrimination will take proper care to protect the identity of the complainant(s) and of the accused party or parties and will hold the allegations in confidence pending appropriate action by the executive director or his or her designee.
- F. Any supervisor should cooperate fully with any ongoing investigation regarding a harassment incident.

## **7. PROCEDURES FOR RESPONDING TO HARASSMENT OR DISCRIMINATION AT THE NEBRASKA CRIME COMMISSION:**

### **A. COMPLAINTS**

Individuals who feel they are being harassed or discriminated against are strongly encouraged to report all such situations to his or her supervisor. If the supervisor is unavailable or the employee believes that it would be inappropriate to contact that person, the employee should immediately contact the Complaint Coordinator. If the individual who feels they have been discriminated against is not an employee of the Commission, they are strongly encouraged to report all such situations to the Complaint Coordinator at the Department of Administrative



Services (DAS). Email contact for this office is [DAS.humanresources@nebraska.gov](mailto:DAS.humanresources@nebraska.gov).

All complaints will be promptly and thoroughly investigated by a member of DAS in accordance with Nebraska policies and procedures, Nebraska State law, and federal law. Results of the investigation will be provided to the Executive Director for appropriate action.

Anyone who is a witness to any incident they feel constitutes harassment or discrimination of any kind is strongly encouraged to report the incident to the Complaint Coordinator at DAS.

For complaints occurring within the Training Center that involve students or guest instructors, the Deputy Director of training should be contacted. All complaints will be promptly and thoroughly investigated by the designated Training Center personnel. Results of the investigation will be provided to the Director of the Training Center for appropriate action if necessary.

1. All complaints must be in writing, and electronic submission is preferred. Complaints forwarded by a supervisor must be in written or electronic form. All complaints must be filed within 180 days or a full year depending upon the applicable law. State employees may also file a complaint with HR at DAS as set out in Neb. Rev. Stat. §81-1395.
2. In reporting allegations of work place harassment or discrimination, complainants should state specific facts including, where practical, the identity of the person(s) who committed such work place harassment and/or discrimination; the date, time, and place of the alleged conduct; what was done or said; and, the identity of any witnesses who were present. The complainant will be provided written or electronic notice acknowledging receipt of the complaint.

#### B. DISCIPLINARY ACTION:

If the allegations of the complaint are substantiated, the Executive Director, or where appropriate, the Director of the Training Center, will take prompt corrective action to end the complained behavior and appropriate discipline will be administered as necessary. The complainant and the accused individual will be provided with letters of the findings from the investigation and disposition of the case. The individual who makes a complaint of harassment or discrimination will, at all times, be protected from any form of employee, student, or management retaliatory discrimination and all information will be kept as confidential as necessary and appropriate.

### C. RIGHTS OF COMPLAINANT:

1. In the event that an individual covered by this operating instruction believes that he/she has been, or is being subjected to, work place harassment or discrimination, that party has the right to report alleged work place harassment or discrimination to his/her supervisor, manager, or the Complaint Coordinator for purposes of prompt investigation and appropriate action. The individual who believes he/she is being subjected to workplace harassment or discrimination is encouraged to directly inform the offending person(s) that such conduct is offensive and must stop.
2. If the aggrieved person does not wish to communicate directly with the offending person(s), or if direct communication has been ineffective, then the aggrieved person is encouraged to immediately report the alleged work place harassment or discrimination as set out in section 7.
3. After the investigation is completed, the Deputy Director of the training center or the Executive Director or designee will consult with the complainant regarding the results of the investigation. If the complainant is dissatisfied with either the Training Center's or the Crime Commission's action in response to a complaint of work place harassment or discrimination, the complainant may contact outside agencies for the purpose of requesting an independent investigation of the allegations.
4. While the Crime Commission encourages all individuals covered under this OI to avail themselves of the procedures outlined herein, it is not intended to impair or limit the rights of anyone to seek assistance or available remedies provided under state or federal law through an appropriate state or federal agency. Such organizations may include:
  - a. Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice, 810 7th Street, NW, Washington, DC 20531;
  - b. Equal Employment Opportunity Commission, 303 E. 17th Ave, Suite 510, Denver, Colorado 80203; or
  - c. Nebraska Equal Opportunity Commission, Nebraska State Office Building, 301 Centennial Mall South, 5th Floor, PO Box 94934, Lincoln, NE 68509-4934 (402)471-2024.



## 8. PROCEDURES FOR RESPONDING TO SUBRECIPIENT DISCRIMINATION COMPLAINTS

- A. Any person who believes he or she has been harassed or been subject to discriminatory treatment in employment decisions or in provision of services by a DOJ funded sub-grantee because of race, color, national origin, sex, age, religion, disability, or, (if a recipient of funds under VAWA) sexual orientation or gender identity have been retaliated against for engaging in a protected activity, may file a complaint.
- B. The Complaint Coordinator is responsible for coordinating any complaints filed regarding harassment or discrimination as found in this operating instruction. The Complaint Coordinator is located within the Nebraska Department of Administrative Services, Human Resources Department (DAS, HR). The Complaint Coordinator may be reached in the following manner:

Email: [DAS.humanresources@nebraska.gov](mailto:DAS.humanresources@nebraska.gov)  
Mail: Complaint Coordinator,  
Nebraska Department of Administrative Services, Human Resources,  
1526 K Street, Lincoln, Nebraska 68508  
Telephone: (402) 471-4124

- C. Allegations of violations of federal and/or state civil rights laws may also be made directly to the appropriate grant administrator at the Commission in lieu of filing with the Complaint Coordinator. Complaints may be sent to:

Mail: COMPLAINT; Nebraska Crime Commission,  
301 Centennial Mall South, P.O. Box 94946,  
Lincoln, Nebraska 68509-9496  
Telephone: (402) 471-2194

While the Crime Commission encourages all individuals covered under Section 8 of this OI to avail themselves of the procedures outlined herein, it is not intended to impair or limit the rights of anyone to seek assistance or available remedies provided under state or federal law through an appropriate state or federal agency as identified in Section 7(C)4.

- D. If an employee of the Commission receives a complaint from a client, customer, program participant, applicant, consumer of a DOJ-funded sub-grantee, or an employee of a DOJ-funded sub-grantee, the complaint will be submitted to the Complaint Coordinator within 10 business days of receipt of the complaint. The Complaint Coordinator will supply receipt of the complaint to the Commission employee who filed the complaint within 10 business days.



#### E. Complaints

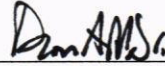
1. All complaints filed must be in writing or electronic form.
2. Complaints must be filed within either 180 days or a full year, depending on the applicable law.
3. Complaints must contain specific dates the harassment or discrimination took place, the names of any individuals engaging in alleged harassment or discrimination, the location of the alleged harassment or discrimination, and a detailed account of the discrimination or harassment being alleged, along with any other relevant information regarding the alleged harassment or discrimination.

#### F. Complaint Evaluation, Investigation and Resolution Process

1. Complaints made to the Complaint Coordinator or to the Commission will be handled in accordance with Nebraska DAS, HR policies and procedures, Nebraska State law, and federal law.
2. If appropriate, the Complaint Coordinator may elect to refer a complaint to an external agency, such as those listed above, for investigation and resolution. The Commission will notify the external agency of any referral within 30 calendar days of receipt of the complaint.
3. The Commission will notify the complaint(s) of the outcome of any investigation conducted and will notify the complaint(s) of any referrals of the complaint to any external agencies.

#### **9. Policy Dissemination:**

1. The Commission policy will be made available to all employees, clients, customers, program participants, applicants, DOJ-funded sub-grantees, and consumers. This policy will be included with information materials given to all new employees, posted in common areas of the Commission's office space, and available on the Commission's website. All sub-grantees of the Commission are required to acknowledge reviewing the policy before receipt of their grant award.
2. The Commission will provide an annual overview of complaint procedures for Commission employees.



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Don Arp, Jr.  
Executive Director

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Distribution: Commission staff  
Replaces O.I. #42, Dated January 25, 2013

### **Addendum**

- A. Title VI of the Civil Rights Act of 1964, which prohibits discrimination on the basis of race, color, or national origin in the delivery of services (42 U.S.C. § 2000d), and the DOJ implementing regulations at 28 C.F.R. Part 42, Subpart C; see also Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 67 Fed. Reg. 41,455 (June 18, 2002);
- B. The Omnibus Crime Control and Safe Streets Act of 1968, which prohibits discrimination on the basis of race, color, national origin, religion, or sex in the delivery of services and employment practices (34 U.S.C. §§10228(c) and 10221(a)), and the DOJ implementing regulations at 28 C.F.R. Part 42, Subpart D;
- C. Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in the delivery of services and employment practices (29 U.S.C. § 794), and the DOJ implementing regulations at 28 C.F.R. Part 42, Subpart G;
- D. Title II of the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disability in the delivery of services and employment practices (42 U.S.C. § 12132), and the DOJ implementing regulations at 28 C.F.R. Part 35;
- E. Title IX of the Education Amendments of 1972, which prohibit discrimination on the basis of sex in educational programs (20 U.S.C. § 1681), and the DOJ implementing regulations at 28 C.F.R. Part 54;
- F. The Age Discrimination Act of 1975, which prohibits discrimination on the basis of age in the delivery of services (42 U.S.C. § 6102), and the implementing regulations at 28 C.F.R. Part 42, Subpart I;
- G. Executive Order 13,559 and the DOJ implementing regulation, Partnerships with Faith-Based and Other Neighborhood Organizations, 28 C.F.R. pt. 38 (prohibiting

discrimination in federally assisted social service programs based on religion in the delivery of services or benefits).

H. Victims of Crime Act (VOCA) of 1984, as amended, 34 U.S.C. §20110(e) and the regulation implementing the Victim of Crime Act Victim Assistance Program, and 28 C.F.R. §94.114 (prohibiting discrimination in programs funded under the statute, both in employment and in the delivery of services or benefits, based on race, color, national origin, sex, religion, and disability); and

I. Violence Against Women Act (VAWA) of 1994, as amended, 34 U.S.C. §12291(b)(13) (prohibiting discrimination in programs either funded under the statute or administered by the Office on Violence Against Women, both in employment and in the delivery of services or benefits, based on actual or perceived race, color, national origin, sex, religion, disability, sexual orientation, and gender identity) (referring to the Safe Streets Act for enforcement).

J. Nebraska Fair Employment Practices Act, Neb. Rev. Stat. §48-1101 et seq.

K. Nebraska State Personnel Rules

# NEBRASKA

Good Life. Great Service.

COMMISSION ON LAW ENFORCEMENT  
AND CRIMINAL JUSTICE

## Discrimination & Harassment Policy Certification (Amended)

Compliance with federal and state laws and regulations that govern harassment and discrimination is imperative for all employees of the Nebraska Crime Commission (NCC) and all NCC sub-grant recipient staff and volunteers. To provide guidance and to assure that NCC and NCC sub-grant recipients afford an environment that provides services free from sexual or any other form of harassment or discrimination the *Discrimination and Harassment Policy and Complaint Procedures for the Nebraska Crime Commission and Sub-grant Recipients* was enacted.

As the Authorized Official of a sub-grant funded by the Nebraska Crime Commission (NCC), I hereby certify that I, Shade Dorsey Vank, have read in its entirety and agree to make generally available to subgrant recipient's employees (NCC) Operating Instruction Number 42, *Discrimination and Harassment Policy and Complaint Procedures for the Nebraska Crime Commission and Sub-grant Recipients* as posted on the NCC website or forwarded to me by NCC staff, and I further agree to adhere to the subgrant recipient's harassment policy. This certification is applicable through June 30, 2020.

[Signature]  
Authorized Official

7/5/19  
Date

Asian Community & Cultural Center  
Organization/Agency

Don Arp Jr., Executive Director

Nebraska Commission on Law Enforcement and Criminal Justice

P.O. Box 94946  
301 Centennial Mall South  
Lincoln, Nebraska 68509

OFFICE 402-471-2194 FAX 402-471-2837  
NCC.Webmaster@Nebraska.gov

ncc.nebraska.gov





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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER <b>INSPRO Insurance</b> P.O. Box 6847 Lincoln, NE 68506 402 483-4500	CONTACT NAME: <b>Jen Bryant</b>			
	PHONE (A/C, No, Ext): <b>4024834500</b>	FAX (A/C, No): <b>4024837977</b>		
E-MAIL ADDRESS: <b>jbryant@insproins.com</b>				
INSURED  <b>Asian Community &amp; Cultural Center</b> 144 N. 44th St.; Suites A and C Lincoln, NE 68503	INSURER(S) AFFORDING COVERAGE			NAIC #
	INSURER A : Philadelphia Insurance Co.			<b>18058</b>
	INSURER B : SFM Mutual Insurance Co			<b>11347</b>
	INSURER C :			
	INSURER D :			
	INSURER E :			
INSURER F :				

**COVERAGES** CERTIFICATE NUMBER: 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>A</b>	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			<b>PHPK1876915</b>	<b>09/04/2018</b>	<b>09/04/2019</b>	EACH OCCURRENCE \$ <b>1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>100,000</b> MED EXP (Any one person) \$ <b>5,000</b> PERSONAL & ADV INJURY \$ <b>1,000,000</b> GENERAL AGGREGATE \$ <b>2,000,000</b> PRODUCTS - COMP/OP AGG \$ <b>2,000,000</b> \$
<b>A</b>	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			<b>PHPK1876915</b>	<b>09/04/2018</b>	<b>09/04/2019</b>	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b> BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
<b>A</b>	<b>UMBRELLA LIAB</b> <b>EXCESS LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ <b>10000</b>			<b>PHUB646206</b>	<b>09/04/2018</b>	<b>09/04/2019</b>	EACH OCCURRENCE \$ <b>1,000,000</b> AGGREGATE \$ <b>1,000,000</b> \$
<b>B</b>	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	<b>103552201</b>	<b>09/04/2018</b>	<b>09/04/2019</b>	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ <b>100,000</b> E.L. DISEASE - EA EMPLOYEE \$ <b>100,000</b> E.L. DISEASE - POLICY LIMIT \$ <b>500,000</b>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
**Lancaster County is listed as additional insured for Commercial General Liability and Auto Liability.**  
**Waiver of Subrogation on Workers Compensation for City of Lincoln and Lancaster County**

## CERTIFICATE HOLDER

## CANCELLATION

<b>Lancaster County</b>  <b>555 South 10th Street</b> <b>Lincoln, NE 68508</b>	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 LIABILITY DELUXE ENDORSEMENT:  
HUMAN SERVICES**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE**

It is understood and agreed that the following extensions only apply in the event that no other specific coverage for the indicated loss exposure is provided under this policy. If such specific coverage applies, the terms, conditions and limits of that coverage are the sole and exclusive coverage applicable under this policy, unless otherwise noted on this endorsement. The following is a summary of the Limits of Insurance and additional coverages provided by this endorsement. For complete details on specific coverages, consult the policy contract wording.

<b>Coverage Applicable</b>	<b>Limit of Insurance</b>	<b>Page #</b>
Extended Property Damage	Included	2
Limited Rental Lease Agreement Contractual Liability	\$50,000 limit	2
Non-Owned Watercraft	Less than 58 feet	2
Damage to Property You Own, Rent, or Occupy	\$30,000 limit	2
Damage to Premises Rented to You	\$1,000,000	3
HIPAA	Clarification	4
Medical Payments	\$20,000	5
Medical Payments – Extended Reporting Period	3 years	5
Athletic Activities	Amended	5
Supplementary Payments – Ball Bonds	\$5,000	5
Supplementary Payment – Loss of Earnings	\$1,000 per day	5
Employee Indemnification Defense Coverage	\$25,000	5
Key and Lock Replacement – Janitorial Services Client Coverage	\$10,000 limit	6
Additional Insured – Newly Acquired Time Period	Amended	6
Additional Insured – Medical Directors and Administrators	Included	7
Additional Insured – Managers and Supervisors (with Fellow Employee Coverage)	Included	7
Additional Insured – Broadened Named Insured	Included	7
Additional Insured – Funding Source	Included	7
Additional Insured – Home Care Providers	Included	7
Additional Insured – Managers, Landlords, or Lessors of Premises	Included	7
Additional Insured – Lessor of Leased Equipment	Included	7
Additional Insured – Grantor of Permits	Included	8
Additional Insured – Vendor	Included	8
Additional Insured – Franchisor	Included	9
Additional Insured – When Required by Contract	Included	9
Additional Insured – Owners, Lessees, or Contractors	Included	9
Additional Insured – State or Political Subdivisions	Included	10

Duties in the Event of Occurrence, Claim or Suit	Included	10
Unintentional Failure to Disclose Hazards	Included	10
Transfer of Rights of Recovery Against Others To Us	Clarification	10
Liberalization	Included	11
Bodily Injury – includes Mental Anguish	Included	11
Personal and Advertising Injury – includes Abuse of Process, Discrimination	Included	11

#### A. Extended Property Damage

**SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Subsection 2. **Exclusions**, Paragraph a. is deleted in its entirety and replaced by the following:

##### a. Expected or Intended Injury

“Bodily injury” or property damage” expected or intended from the standpoint of the insured. This exclusion does not apply to “bodily injury” or “property damage” resulting from the use of reasonable force to protect persons or property.

#### B. Limited Rental Lease Agreement Contractual Liability

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

- (3) Based on the named insured's request at the time of claim, we agree to indemnify the named insured for their liability assumed in a contract or agreement regarding the rental or lease of a premises on behalf of their client, up to \$50,000. This coverage extension only applies to rental lease agreements. This coverage is excess over any renter's liability insurance of the client.

#### C. Non-Owned Watercraft

**SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Subsection 2. **Exclusions**, Paragraph g. (2) is deleted in its entirety and replaced by the following:

- (2) A watercraft you do not own that is:
- (a) Less than 58 feet long; and
  - (b) Not being used to carry persons or property for a charge;

This provision applies to any person, who with your consent, either uses or is responsible for the use of a watercraft. This insurance is excess over any other valid and collectible insurance available to the insured whether primary, excess or contingent.

#### D. Damage to Property You Own, Rent or Occupy

**SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE**

**LIABILITY, Subsection 2. Exclusions, Paragraph j. Damage to Property, Item (1)** is deleted in its entirety and replaced with the following:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property, unless the damage to property is caused by your client, up to a \$30,000 limit. A client is defined as a person under your direct care and supervision.

**E. Damage to Premises Rented to You**

1. If damage by fire to premises rented to you is not otherwise excluded from this Coverage Part, the word "fire" is changed to "fire, lightning, explosion, smoke, or leakage from automatic fire protective systems" where it appears in:

- a. The last paragraph of **SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection 2. Exclusions;** is deleted in its entirety and replaced by the following:

Exclusions c. through n. do not apply to damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **SECTION III – LIMITS OF INSURANCE.**

- b. **SECTION III – LIMITS OF INSURANCE, Paragraph 6.** is deleted in its entirety and replaced by the following:

Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems while rented to you or temporarily occupied by you with permission of the owner.

- c. **SECTION V – DEFINITIONS, Paragraph 9.a.,** is deleted in its entirety and replaced by the following:

A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

2. **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Subsection 4. Other Insurance, Paragraph b. Excess Insurance, (1) (a) (ii)** is deleted in its entirety and replaced by the following:

That is insurance for fire, lightning, explosion, smoke, or leakage from automatic fire protective systems for premises rented to you or temporarily occupied by you with permission of the owner;

3. The Damage To Premises Rented To You Limit section of the Declarations is amended to the greater of:



- a. \$1,000,000; or
- b. The amount shown in the Declarations as the Damage to Premises Rented to You Limit.

This is the most we will pay for all damage proximately caused by the same event, whether such damage results from fire, lightning, explosion, smoke, or leaks from automatic fire protective systems or any combination thereof.

**F. HIPAA**

**SECTION I – COVERAGES, COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY,** is amended as follows:

- 1. Paragraph 1. **Insuring Agreement** is amended to include the following:

We will pay those sums that the insured becomes legally obligated to pay as damages because of a "violation(s)" of the Health Insurance Portability and Accountability Act (HIPAA). We have the right and the duty to defend the insured against any "suit," "investigation," or "civil proceeding" seeking these damages. However, we will have no duty to defend the insured against any "suit" seeking damages, "investigation," or "civil proceeding" to which this insurance does not apply.

- 2. Paragraph 2. **Exclusions** is amended to include the following additional exclusions:

This insurance does not apply to:

- a. **Intentional, Willful, or Deliberate Violations**

Any willful, intentional, or deliberate "violation(s)" by any insured.

- b. **Criminal Acts**

Any "violation" which results in any criminal penalties under the HIPAA.

- c. **Other Remedies**

Any remedy other than monetary damages for penalties assessed.

- d. **Compliance Reviews or Audits**

Any compliance reviews by the Department of Health and Human Services.

- 3. **SECTION V – DEFINITIONS** is amended to include the following additional definitions:

- a. "Civil proceeding" means an action by the Department of Health and Human Services (HHS) arising out of "violations."
- b. "Investigation" means an examination of an actual or alleged "violation(s)" by HHS. However, "investigation" does not include a Compliance Review.
- c. "Violation" means the actual or alleged failure to comply with the regulations included in the HIPAA.

**G. Medical Payments – Limit Increased to \$20,000, Extended Reporting Period**

If **COVERAGE C MEDICAL PAYMENTS** is not otherwise excluded from this Coverage Part:

1. The Medical Expense Limit is changed subject to all of the terms of **SECTION III - LIMITS OF INSURANCE** to the greater of:

- a. \$20,000; or
- b. The Medical Expense Limit shown in the Declarations of this Coverage Part.

2. **SECTION I – COVERAGES, COVERAGE C MEDICAL PAYMENTS**, Subsection 1. **Insuring Agreement**, a. (3) (b) is deleted in its entirety and replaced by the following:

- (b) The expenses are incurred and reported to us within three years of the date of the accident.

**H. Athletic Activities**

**SECTION I – COVERAGES, COVERAGE C MEDICAL PAYMENTS**, Subsection 2. **Exclusions**, Paragraph e. **Athletic Activities** is deleted in its entirety and replaced with the following:

**e. Athletic Activities**

To a person injured while taking part in athletics.

**I. Supplementary Payments**

**SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS - COVERAGE A AND B** are amended as follows:

1. **b.** is deleted in its entirety and replaced by the following:

1. **b.** Up to \$5000 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.

1.**d.** is deleted in its entirety and replaced by the following:

1. **d.** 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 \$1,000 a day because of time off from work.

**J. Employee Indemnification Defense Coverage**

**SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** the following is added:

We will pay, on your behalf, defense costs incurred by an "employee" in a criminal proceeding occurring in the course of employment.

The most we will pay for any "employee" who is alleged to be directly involved in a criminal proceeding is \$25,000 regardless of the numbers of "employees," claims or "suits" brought or persons or organizations making claims or bringing "suits."

**K. Key and Lock Replacement – Janitorial Services Client Coverage**

**SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** is amended to include the following:

We will pay for the cost to replace keys and locks at the "clients" premises due to theft or other loss to keys entrusted to you by your "client," up to a \$10,000 limit per occurrence and \$10,000 policy aggregate.

We will not pay for loss or damage resulting from theft or any other dishonest or criminal act that you or any of your partners, members, officers, "employees", "managers", directors, trustees, authorized representatives or any one to whom you entrust the keys of a "client" for any purpose commit, whether acting alone or in collusion with other persons.

The following, when used on this coverage, are defined as follows:

a. "Client" means an individual, company or organization with whom you have a written contract or work order for your services for a described premises and have billed for your services.

b. "Employee" means:

(1) Any natural person:

(a) While in your service or for 30 days after termination of service;

(b) Who you compensate directly by salary, wages or commissions; and

(c) Who you have the right to direct and control while performing services for you; or

(2) Any natural person who is furnished temporarily to you:

(a) To substitute for a permanent "employee" as defined in Paragraph (1) above, who is on leave; or

(b) To meet seasonal or short-term workload conditions;

while that person is subject to your direction and control and performing services for you.

(3) "Employee" does not mean:

(a) Any agent, broker, person leased to you by a labor leasing firm, factor, commission merchant, consignee, independent contractor or representative of the same general character; or

(b) Any "manager," director or trustee except while performing acts coming within the scope of the usual duties of an "employee."

c. "Manager" means a person serving in a directorial capacity for a limited liability company.

**L. Additional Insureds**

**SECTION II – WHO IS AN INSURED** is amended as follows:

1. If coverage for newly acquired or formed organizations is not otherwise excluded from this

Coverage Part, Paragraph 3.a. is deleted in its entirety and replaced by the following:

- a. Coverage under this provision is afforded until the end of the policy period.
2. Each of the following is also an insured:
- a. **Medical Directors and Administrators** – Your medical directors and administrators, but only while acting within the scope of and during the course of their duties as such. Such duties do not include the furnishing or failure to furnish professional services of any physician or psychiatrist in the treatment of a patient.
  - b. **Managers and Supervisors** – Your managers and supervisors are also insureds, but only with respect to their duties as your managers and supervisors. Managers and supervisors who are your “employees” are also insureds for “bodily injury” to a co-“employee” while in the course of his or her employment by you or performing duties related to the conduct of your business.

This provision does not change Item 2.a.(1)(a) as it applies to managers of a limited liability company.

- c. **Broadened Named Insured** – Any organization and subsidiary thereof which you control and actively manage on the effective date of this Coverage Part. However, coverage does not apply to any organization or subsidiary not named in the Declarations as Named Insured, if they are also insured under another similar policy, but for its termination or the exhaustion of its limits of insurance.
- d. **Funding Source** – Any person or organization with respect to their liability arising out of:
  - (1) Their financial control of you; or
  - (2) Premises they own, maintain or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

- e. **Home Care Providers** – At the first Named Insured's option, any person or organization under your direct supervision and control while providing for you private home respite or foster home care for the developmentally disabled.
- f. **Managers, Landlords, or Lessors of Premises** – Any person or organization with respect to their liability arising out of the ownership, maintenance or use of that part of the premises leased or rented 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; or
  - (2) Structural alterations, new construction or demolition operations performed by or on behalf of that person or organization.
- g. **Lessor of Leased Equipment – Automatic Status When Required in Lease Agreement With You** – Any person or organization from whom you lease equipment when you and such person or organization have agreed in writing in a contract or agreement that such person or organization is to be added as an additional insured on your policy. Such person or

organization is an insured only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

- h. **Grantors of Permits** – Any state or political subdivision granting you a permit in connection with your premises subject to the following additional provision:
  - (1) This insurance applies only with respect to the following hazards for which the state or political subdivision has issued a permit in connection with the premises you own, rent or control and to which this insurance applies:
    - (a) 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;
    - (b) The construction, erection, or removal of elevators; or
    - (c) The ownership, maintenance, or use of any elevators covered by this insurance.
  
- i. **Vendors** – 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, except when 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 relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
  - (i) The exceptions contained in Sub-paragraphs (d) or (f); or
  - (ii) 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.
- (2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing.
- j. **Franchisor** – Any person or organization with respect to their liability as the grantor of a franchise to you.
- k. **As Required by Contract** – Any person or organization where required by a written contract executed prior to the occurrence of a loss. Such person or organization is an additional insured for "bodily injury," "property damage" or "personal and advertising injury" but only for liability arising out of the negligence of the named insured. The limits of insurance applicable to these additional insureds are the lesser of the policy limits or those limits specified in a contract or agreement. These limits are included within and not in addition to the limits of insurance shown in the Declarations
- l. **Owners, Lessees or Contractors** – Any person or organization, but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by:
  - (1) Your acts or omissions; or
  - (2) The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured when required by a contract.

With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- (a) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- (b) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

**m. State or Political Subdivisions** – Any state or political subdivision as required, subject to the following provisions:

- (1) This insurance applies only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit, and is required by contract.
- (2) This insurance does not apply to:
  - (a) "Bodily injury," "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
  - (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard."

**M. Duties in the Event of Occurrence, Claim or Suit**

**SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph 2.** is amended as follows:

**a.** is amended to include:

This condition applies only when the "occurrence" or offense is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership; or
- (3) An executive officer or insurance manager, if you are a corporation.

**b.** is amended to include:

This condition will not be considered breached unless the breach occurs after such claim or "suit" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership; or
- (3) An executive officer or insurance manager, if you are a corporation.

**N. Unintentional Failure To Disclose Hazards**

**SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 6. Representations** is amended to include the following:

It is agreed that, based on our reliance on your representations as to existing hazards, if you should unintentionally fail to disclose all such hazards prior to the beginning of the policy period of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.

**O. Transfer of Rights of Recovery Against Others To Us**

**SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 8. Transfer of Rights of**

**Recovery Against Others To Us** is deleted in its entirety and replaced by the following:

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

Therefore, the insured can waive the insurer's rights of recovery prior to the occurrence of a loss, provided the waiver is made in a written contract.

**P. Liberalization**

**SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, is amended to include the following:

If we revise this endorsement to provide more coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.

**Q. Bodily Injury – Mental Anguish**

**SECTION V – DEFINITIONS**, Paragraph 3. Is deleted in its entirety and replaced by the following:

"Bodily injury" means:

- a. Bodily injury, sickness or disease sustained by a person, and includes mental anguish resulting from any of these; and
- b. Except for mental anguish, includes death resulting from the foregoing (Item a. above) at any time.

**R. Personal and Advertising Injury – Abuse of Process, Discrimination**

If **COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY COVERAGE** is not otherwise excluded from this Coverage Part, the definition of "personal and advertising injury" is amended as follows:

1. **SECTION V – DEFINITIONS**, Paragraph 14.b. is deleted in its entirety and replaced by the following:

- b. Malicious prosecution or abuse of process;

2. **SECTION V – DEFINITIONS**, Paragraph 14. is amended by adding the following:

Discrimination based on race, color, religion, sex, age or national origin, except when:

- a. Done intentionally by or at the direction of, or with the knowledge or consent of:
  - (1) Any insured; or
  - (2) Any executive officer, director, stockholder, partner or member of the insured;
- b. Directly or indirectly related to the employment, former or prospective employment, termination of employment, or application for employment of any person or persons by an insured;



- c. Directly or indirectly related to the sale, rental, lease or sublease or prospective sales, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured; or
- d. Insurance for such discrimination is prohibited by or held in violation of law, public policy, legislation, court decision or administrative ruling.

The above does not apply to fines or penalties imposed because of discrimination.

**POLICY CHANGE DOCUMENT**

**POLICY NO.:** PHPK1876915

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Philadelphia Indemnity Insurance Company | 179      INSPRO INSURANCE

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**NAMED INSURED**      Asian Community & Cultural Center

**MAILING ADDRESS**      144 N 44th St Ste A  
Lincoln, NE 68503-3701

**POLICY PERIOD:**      FROM 09/04/2018      TO 09/04/2019      at  
12:01 A.M. Standard Time at your mailing address shown above.

**CHANGE EFFECTIVE** 09/04/2018                      **CHANGE #** 1                      **REVISION #** 1

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**DESCRIPTION**

In consideration of the premium reflected, the policy is amended as indicated below:

Effective September 4, 2018:

Lincoln/ Lancaster County

Added as additional insured, under CG2010

Path ID 12129804

Total Annual  
Additional/Return Premium \$

0.00  
NO CHANGE

Total Prorate  
Additional/Return Premium \$

0.00  
NO CHANGE

**COUNTERSIGNED**

(Date)

**BY**

(Authorized Representative)

10/16/2018  
\_\_\_\_\_  
Issue Date

# Philadelphia Indemnity Insurance Company

## Additional Insured Schedule

**Policy Number:** PHPK1876915

Additional Insured

Lincoln Lancaster

CA2048 - Commercial Automobile

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

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
City of Lincoln and/or Lancaster County	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.