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STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
OFFICE OF HUMAN SERVICES
DIVISION FOR CHILDREN, YOUTH & FAMILIES

Jeffrey A. Meyers
Commissioner

Joseph E. Ribsam, Jr.
Director

129 PLEASANT STREET, CONCORD, NH 03301-3857
603-271-4451 1-800-852-3345 Ext. 4451
FAX: 603-271-4729 TDD Access: 1-800-735-2964
www.dhhs.nh.gov/dcyf

September 7, 2018

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, NH 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services (DHHS), Division for Children, Youth and Families (DCYF) to enter into an agreement with USI Insurance Services (Vendor # 286651), Bedford, NH 03301, for an amount not to exceed \$75,722.51, for the provision of general liability coverage for foster parents, to be effective October 11, 2018 upon Governor and Executive Council approval, through October 11, 2019. 50% Federal; 50% General Funds.

Funds are available in the following account for State Fiscal Year 2019, with the authority to adjust amounts within the price limitation through the Budget Office, without further approval from the Governor and Executive Council, if needed and justified.

05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: HUMAN SERVICES, CHILD PROTECTION, CHILD – FAMILY SERVICES

STATE FISCAL YEAR	CLASS	TITLE	ACTIVITY CODE	AMOUNT
2019	638-504182	IV-E Foster Care Other	42105847	\$75,722.51
			Total:	\$75,722.51

EXPLANATION

The purpose of this request is to provide mandated general liability coverage for foster parents who care for children who are in the custody of the Division for Children, Youth and Families. Per RSA 170-G:3, VI, the Commissioner of the Department of Health and Human

Services (DHHS) shall have the authority, after consultation with the Department of Insurance and the Department of Administrative Services, Risk Management Unit (RMU) , to purchase insurance coverage for the benefit of individuals providing foster care to children within the jurisdiction of the DHHS.

The RMU coordinated with DCYF management to secure the same coverage terms and conditions as in the previous state fiscal year. The DCYF completed the application and reported that seven hundred (700) families participate in the program. Following the Risk Management Unit's direction, USI Insurance Services arranged for this purchase in accordance with its contract with the State for *Producer Services*, effective July 1, 2018, as approved by the Governor and Executive Council on May 16, 2018 (item #73).

USI made inquiries to nine (9) insurance carriers to gauge interest in providing insurance coverage for the foster parent program. USI received one (1) quote from the incumbent, Western World Insurance Group through Tudor Insurance Company, for \$75,722.51. Tudor operates as a wholly owned subsidiary of Western World. The other carriers that were approached either indicated they do not insure this type of risk, declined to submit proposals based on the general liability, social services exposure and claim activity or were unwilling to replicate the unique manuscripted terms, conditions and coverage endorsements in the policy which includes sexual abuse coverage. The policy provides specialized liability coverage for damage caused by foster children to their foster families' homes due to behavioral and emotional issues and also provides a legal defense to foster parents accused of sexual abuse. Most insurers do not want to assume these types of risk because it does not meet their internally established guidelines. In these cases, a specially licensed producer, called a surplus line producer, gets involved.

The total contract price of \$75,722.51 is void of producer/agency fees or commissions, and includes \$73,517.00 in premium and \$2,205.51 for required policy taxes/fees. Tudor has offered a renewal with the same rates as expiring. Under RSA 405:29, a surplus line producer is required to remit a three percent (3%) premium tax to the state for all insurance contracts written under their license. The quote represents the same premium rate as the prior policy year.

USI recommends that the insurance coverage be secured through Tudor Insurance Company as they were the only marketplace which presented competitive and comprehensive terms and the Risk Management Unit agrees with this recommendation.

Should the Governor and Executive Council not approve this request, the Department may not have the insurance coverage for the benefit of individuals who are providing foster care services to children within the jurisdiction of the Division for Children, Youth and Families.

Area Served: Statewide

Source of Funds: 50% Federal; 50% General Funds. Based on Title IV-E eligibility of children in foster care, 50% of the costs will be billable to Federal Health and Human Services Title IV-E funds (CFDA #93.658, 1801NHFOST), and 50% to General Funds.

In the event that the Federal funds are no longer available, additional General Funds will not be requested to support this program.

Respectfully submitted,

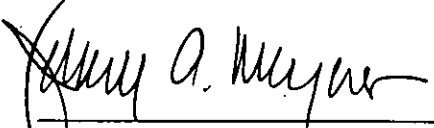


Joseph E. Ribsam, Jr.
Director

Concur:



Charles M. Arlinghaus
Commissioner, Administrative Services



Approved by:
Jeffrey A. Meyers
Commissioner

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Health and Human Services Division of Children, Youth & Families		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name USI Insurance Services LLC (VC #286651)		1.4 Contractor Address 3 Executive Park Drive, Suite 300 Bedford, NH 03110	
1.5 Contractor Phone Number 855-874-0123 <i>SH</i>	1.6 Account Number <i>SH</i> 05-95-42-421010-2958-638 504182	1.7 Completion Date October 11, 2019	1.8 Price Limitation \$75,722.51
1.9 Contracting Officer for State Agency E. Maria Reinemann, Esq. Director of Contracts and Procurement <i>SH</i>		1.10 State Agency Telephone Number 603-271-9330 <i>SH</i>	
1.11 Contractor Signature <i>Sean Hood</i>		1.12 Name and Title of Contractor Signatory Sean Hood USI Insurance Services, Regional President, NH	
1.13 Acknowledgement: State of <i>NH</i> , County of <i>Hillsborough</i> On <i>9/5/18</i> before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public Justice of the Peace <i>Amy E. Simard</i>			
1.13.2 Name and Title of Notary Justice of the Peace <i>Amy E. Simard</i>			
1.14 State Agency Signature <i>[Signature]</i> Date: <i>9/7/18</i>		1.15 Name and Title of State Agency Signatory <i>Joseph Ribon Director DCYF</i>	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: _____ On: _____			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

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1.3 Contractor Name USI Insurance Services LLC (VC #286651)		1.4 Contractor Address 3 Executive Park Drive, Suite 300 Bedford, NH 03110	
1.5 Contractor Phone Number 603-224-2562	1.6 Account Number 05-95-42-421010-2958-533- 500373-42105847	1.7 Completion Date October 11, 2019	1.8 Price Limitation \$75,722.51
1.9 Contracting Officer for State Agency Christine Tappan, Asst. Commissioner of Human Services		1.10 State Agency Telephone Number 603-271-4440	
1.11 Contractor Signature <i>Sean Hood</i>		1.12 Name and Title of Contractor Signatory Sean Hood USI Insurance Services, Regional President, NH	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Hillsborough</u> On <u>9/5/18</u> before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
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1.13.2 Name and Title of Notary or Justice of the Peace <i>Amy E. Simard</i>			
1.14 State Agency Signature Date:		1.15 Name and Title of State Agency Signatory	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: <i>[Signature]</i> On: <u>9/18/18</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. **TERMINATION.** In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. **CONTRACTOR'S RELATION TO THE STATE.** In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. **ASSIGNMENT/DELEGATION/SUBCONTRACTS.** The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. **INDEMNIFICATION.** The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement: Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

19. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

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**Insurance Coverage for Foster Parents of DCYF Children
State of New Hampshire, Department of Health and Human Services
and USI Insurance Services, LLC.**

Exhibit A - Scope of Services

ARTICLE 1. SCOPE OF SERVICES

This EXHIBIT A, Scope of Services, is made a part of the P-37 Agreement (the "Agreement") and is made according to the terms of paragraph 2 of the Form P-37. This EXHIBIT A to the Agreement is between the State of New Hampshire Department of Health and Human Services, Division for Children, Youth and Families (the "State") and USI Insurance Services, LLC. ("USI"). The purpose of this request is to provide mandated general liability coverage for foster parents who care for children who are in custody of the Division for Children, Youth and Families ("DCYF"). Per RSA 170-G:3, VI, the Commissioner of Department of Health and Human Services shall have the authority, after consultation with the Department of Insurance (DOI) and the Department of Administrative Services' Risk Management Unit (RMU) to purchase insurance coverage for the benefit of individuals providing foster care to children within the jurisdiction of DCYF.

ARTICLE 2. EFFECTIVE DATE

Effective Date of Agreement: October 11, 2018
 Expiration Date of Agreement: October 11, 2019, 12:01AM Standard Time at the address of the State stated herein.

The State shall have the right to terminate the contract, if a contract is awarded; at any time by giving USI thirty (30) days advance written notice.

ARTICLE 3. Administrative Services Provided by USI

A. INSURANCE COVERAGE DETAILS

Subject of Insurance	Coverage Limit
General Liability General Aggregate Limit	\$300,000
Products- Completed Operations Aggregate Limit	Excluded
Personal and Advertising Injury Limit	\$300,000 any one person or organization
General Liability Per Occurrence Limit	\$300,000
Damage to Premises Rented to You (each occurrence)	\$100,000 any one premises
Medical Expense Limit	Excluded
Each Professional Incident Limit	Excluded
Sexual Molestation Coverage	\$25,000 each claim \$25,000 aggregate Defense Coverage Only
Property Damage to Foster Parents Property : Coverage applies regardless of negligence	\$5,000 per foster home \$5,000 per claim \$300,000 aggregate
Access or disclosure of confidential or personal information & data-related liability	Excluded

\$250 BI/PD Deductible applies to General Liability

Contractor's Initials:
 Date: 9/5/18

B. CLAIMS ADMINISTRATION

USI shall administer all reported claims from October 11, 2018 for the contract period until the claims are closed.

1. Claim Reporting

RMU shall report claims from designated personnel at DCYF to USI's designated claims adjuster. The claims adjuster or USI shall send a letter of acknowledgment of claim to the RMU electronically or via US mail.

2. Claim Reserving.

USI shall establish and maintain timely and adequate reserves. USI shall revise reserve estimates whenever developments occur which change the ultimate loss exposure and maintain supporting documentation. Reserves shall be adequately funded by USI in a matter consistent with established industry practice.

3. Litigation Management.

USI shall ensure that all cases are properly prepared prior to conference, hearing or trial. The RMU shall be notified of any claims that involve legal proceedings, including but not limited to, conferences, hearings or trials. The RMU or DCYF reserves the right to attend any hearing, conference, appeal or trial. If a conference, hearing or trial is to be handled by an attorney, DCYF will work with USI to ensure timely delivery of the file material for preparation. USI shall document the attorney's receipt of claim file and the attorney's opinion about the merits of the issues to be litigated and the probable outcome of the litigation. If an adverse finding is made, the attorney should comment about the costs and the merits of the appeal, including the potential impact on future claims costs. USI shall review attorney bills to ensure that they are accurate and reasonable.

4. Payment Control.

USI shall ensure all claims payments are made in accordance with New Hampshire statutory provisions and regulations. See Insurance Rules 1002. Documentation detailing the payee, type of payment and payment amount shall be provided to the RMU.

5. Claims Settlements and Loss Runs

USI shall advise RMU of any settlement of twenty thousand dollars (\$20,000) or greater. USI shall issue loss run reports within thirty days of RMU's request.

C. ACCOUNT MANAGEMENT

USI shall manage this policy in accordance with the terms and conditions of the *Producer Services* contract effective July 1, 2018.

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B. CLAIMS ADMINISTRATION:

USI shall administer all reported claims from October 11, 2018 for the contract period until the claims are closed.

1. Claim Reporting

RMU shall report claims from designated personnel at DCYF to USI's designated claims adjuster. The claims adjuster or USI shall send a letter of acknowledgment of claim to the RMU electronically or via US mail.

2. Claim Reserving.

USI shall establish and maintain timely and adequate reserves. USI shall revise reserve estimates whenever developments occur which change the ultimate loss exposure and maintain supporting documentation. Reserves shall be adequately funded by USI in a matter consistent with established industry practice.

3. Litigation Management.

USI shall ensure that all cases are properly prepared prior to conference, hearing or trial. The RMU shall be notified of any claims that involve legal proceedings, including but not limited to, conferences, hearings or trials. The RMU or DCYF reserves the right to attend any hearing, conference, appeal or trial. If a conference, hearing or trial is to be handled by an attorney, DCYF will work with USI to ensure timely delivery of the file material for preparation. USI shall document the attorney's receipt of claim file and the attorney's opinion about the merits of the issues to be litigated and the probable outcome of the litigation. If an adverse finding is made, the attorney should comment about the costs and the merits of the appeal, including the potential impact on future claims costs. USI shall review attorney bills to ensure that they are accurate and reasonable.

4. Payment Control.

USI shall ensure all claims payments are made in accordance with New Hampshire statutory provisions and regulations. See Insurance Rules 1002. Documentation detailing the payee, type of payment and payment amount shall be provided to the RMU.

5. Claims Settlements and Loss Runs.

USI shall advise RMU of any settlement of twenty thousand dollars (\$20,000) or greater. USI shall issue loss run reports within thirty days of RMU's request.

C. ACCOUNT MANAGEMENT

USI shall manage this policy in accordance with the terms and conditions of the Producer Services contract effective July 1, 2018.

**Insurance Coverage for Foster Parents of DCYF Children
State of New Hampshire, Department of Health and Human Services
and USI Insurance Services, LLC.**

Exhibit B – Price and Method of Payment

This EXHIBIT B, Contract Price, Limitation on Price, Payment is made a part of the Agreement and is made according to the terms of paragraph 5 of the Form P-37.

A. CONTRACT PRICE.

USI hereby agrees to provide the services in complete compliance with the terms and conditions specified in Exhibit A at the price below for the term of the contract ("contract price"). The total Contract Price for the term of the Agreement as shown in block 1.8 of the P-37 is \$75,722.51

B. INVOICING

USI shall submit one invoice to be paid in full at the beginning of the contract term in the amount of \$75,722.51.

USI shall submit an invoice to:

The State of New Hampshire
Department of Administrative Services
Risk Management Unit
25 Capitol Street, Rm 412
Concord, NH 03301

Or via email to: jason.dexter@nh.gov

The State shall not make payments to USI prior to the Agreement effective date of October 11, 2018.

C. PAYMENT

The State shall make payment to USI via ACH. Use the following link to enroll with the State Treasury:
<https://www.nh.gov/treasury/> . Payment terms are net thirty days subject to approval of the submitted invoice.

**Insurance Coverage for Foster Parents of DCYF Children
State of New Hampshire, Department of Health and Human Services
and USI Insurance Services, LLC.**

Exhibit C – Special Provisions

This EXHIBIT C, Special Provisions, is made a part of the Agreement and is made according to the terms of paragraph 22 of the Form P-37.

A. INSURANCE. Delete Paragraph 14.1.1 and substitute the following:

1. General Liability coverage with limits of \$1,000,000 per occurrence/\$2,000,000 in the aggregate
2. Automobile Insurance coverage with combined single limits of \$1,000,000 per accident
3. Excess/umbrella insurance coverage with limits of \$25,000,000 per occurrence and in the aggregate
4. Workers' compensation coverage with statutory limits and Employers' Liability with limits of \$1,000,000 per accident and \$1,000,000 policy limit
5. Errors and Omissions liability insurance coverage with limits of \$10,000,000 per occurrence and in the aggregate

B. There are no other special provisions for this contract.

**Insurance Coverage for Foster Parents of DCYF Children
State of New Hampshire, Department of Health and Human Services
and USI Insurance Services, LLC.**

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4. Workers' compensation coverage with statutory limits and Employers' Liability with limits of \$1,000,000 per accident and \$1,000,000 policy limit
5. Errors and Omissions liability insurance coverage with limits of \$10,000,000 per occurrence and in the aggregate

B. There are no other special provisions for this contract.

USI INSURANCE SERVICES LLC

(A Delaware Limited Liability Company)

**Written Consent of the Manager
Pursuant to the Delaware Limited Liability Company Act**

The undersigned, as the sole Manager (the "Manager") of USI Insurance Services LLC, a Delaware Limited Liability Company (the "Company"), does hereby take the following actions and adopts the following resolutions by written consent pursuant to the Delaware Limited Liability Company Act, and hereby waives notice and the holding of a meeting and hereby agrees that such resolutions shall have the same force and effect as if unanimously adopted at a duly convened meeting:

RESOLVED, that it is advisable and in the best interests of the Company that the following individuals be appointed as an authorized signatory empowered and authorized to execute contracts related to the State of New Hampshire Producer Services Contract on behalf of the Company to serve in such capacity until he or she has been removed or their respective successor shall have been duly appointed:

Sean Hood - USI Insurance Services - New England Region

RESOLVED, that all actions previously taken by any officer, employee or agent of the Company in connection with or related to the matters set forth in or reasonably contemplated or implied by the foregoing resolutions be, and each of them hereby is, adopted, ratified, confirmed and approved in all respects as the acts and deeds of the Company.

IN WITNESS WHEREOF, the undersigned Manager has executed this consent as of the 5th day of September 2018.



Ernest J. Newborn, II
Manager

State of New Hampshire

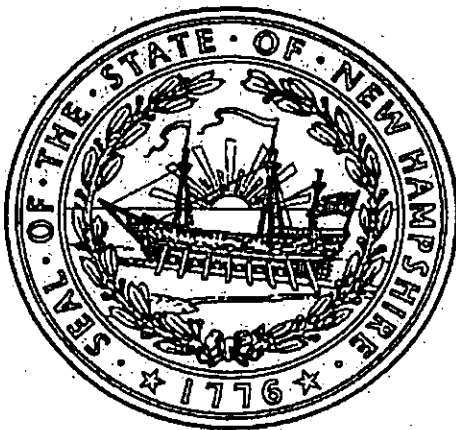
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that USI INSURANCE SERVICES LLC is a Delaware Limited Liability Company registered to transact business in New Hampshire on September 24, 2007. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 584972

Certificate Number: 0004160213



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 1st day of August A.D. 2018.

A handwritten signature in cursive script, appearing to read "Wm Gardner".

William M. Gardner

Secretary of State

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/20/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).


PRODUCER USI Insurance Services LLC 530 Preston Avenue Meriden, CT 06450	CONTACT NAME: Lynn Owen	
	PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: lynn.owen@usi.com	
INSURED USI Advantage Corp. 100 Summit Lake Drive, Suite 400 Valhalla, NY 10595	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : XL Specialty Insurance Company	37885
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	

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.

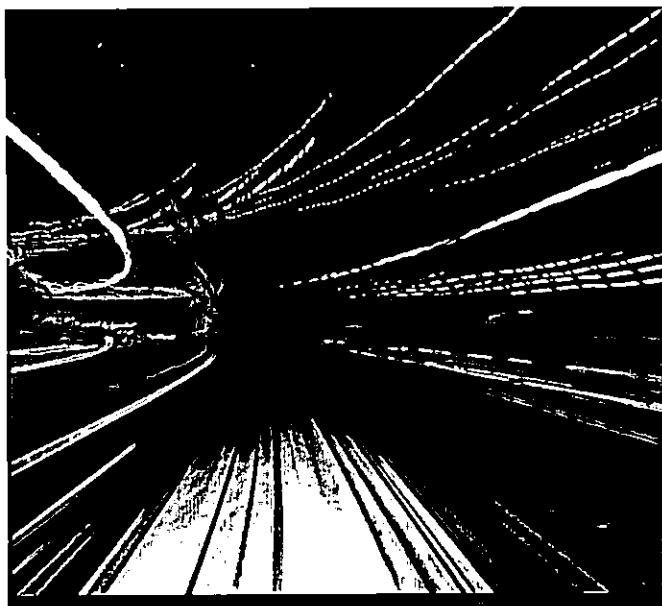
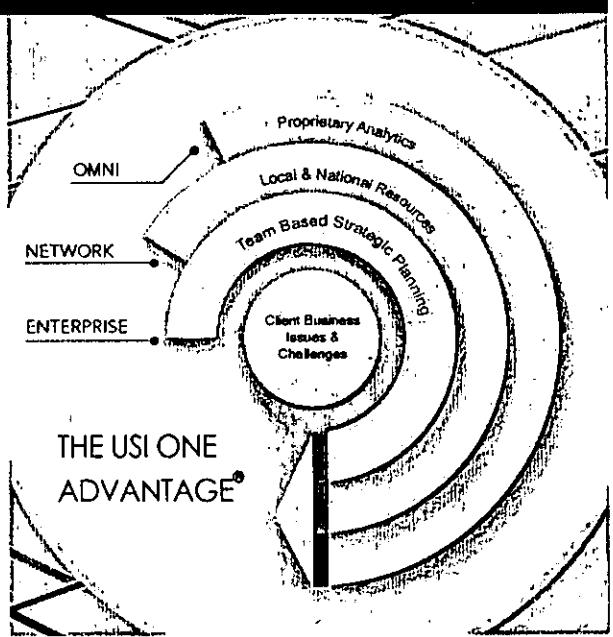
INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____					EACH OCCURRENCE \$ _____ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ _____ MED EXP (Any one person) \$ _____ PERSONAL & ADV INJURY \$ _____ GENERAL AGGREGATE \$ _____ PRODUCTS - COMPOP AGG \$ _____
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ _____ BODILY INJURY (Per person) \$ _____ BODILY INJURY (Per accident) \$ _____ PROPERTY DAMAGE (Per accident) \$ _____
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ _____					EACH OCCURRENCE \$ _____ AGGREGATE \$ _____
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / <input checked="" type="checkbox"/> N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below					PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ _____ E.L. DISEASE - EA EMPLOYEE \$ _____ E.L. DISEASE - POLICY LIMIT \$ _____
A	Professional Liability (E&O)		ELU15348817	12/31/2017	12/31/2018	\$15,000,000 per claim \$15,000,000 aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Professional Liability / E&O Liability coverage is extended to all subsidiaries and dba's of USI Advantage Corp. / USI Insurance Services, LLC. All USI employees are covered under this policy for the work performed as directed by USI.
RE: USI Insurance Services LLC

CERTIFICATE HOLDER NH Dept of Health & Human Services 129 Pleasant Street Concord, NH 03301	CANCELLATION 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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Market Results

Foster Parents of the State of NH



Philip A. Cote, CPCU, AAI, LIA
 Vice President
 Date Prepared: September 4, 2018



© 2018 USI Insurance Services. All rights reserved. This is a coverage summary, not a legal contract. This summary is provided to assist in your understanding of your insurance program. Please refer to the actual policies for specific terms, conditions, limitations and exclusions that will govern in the event of a loss. Specimen copies of all policies are available for review prior to the binding of coverage. Higher limits and additional coverage may be available. Please contact us if you are interested in additional quotes.

State of NH Marketing Results

For: Foster Parents of the State of NH, Department of Health & Human Services, Division for Children, Youth and Families and Foster Parents
Policy Effective Date: 10/11/2018-10/11/2019

USI Insurance Services LLC arranged for this insurance purchase in accordance with its contract with the State for Producer Services for Foster Parents of the State of NH. Philip A. Cote, CPCU, AAI, LIA, Vice President, USI Insurance Services LLC approached the following carriers to provide a competitive insurance program for this exposure.

Carrier	Response
Western World/Tudor (R-T Specialty LLC)	\$73,517 plus Tax \$2,205.51
CareProviders	No Response by deadline
Philadelphia	Declined
Selective	Declined
Hanover	Declined
R-T Specialty LLC	Declinations received from Markel, Nautilus, RSUI, Maxum and USLI

Mr. Cote recommends securing insurance coverage with Tudor Insurance Company as they presented the most competitive and comprehensive terms in comparison to other markets approached.

About USI Insurance Services

USI is one of the largest brokerage and consulting firms in the world, delivering property and casualty, employee benefits, personal risk, program and retirement solutions to large risk management clients, middle market companies, smaller firms and individuals. Headquartered in Valhalla, New York, USI connects together over 6,000 industry leading professionals across more than 150 offices to serve clients' local, national and international needs. USI has become a premier insurance brokerage and consulting firm by leveraging the USI ONE Advantage®, an interactive platform that integrates proprietary and innovative client solutions, networked local resources and expertise, and enterprise-wide collaboration to deliver customized results with positive, bottom line impact. USI attracts best-in-class industry talent with a long history of deep and continuing investment in our local communities. For more information, visit usi.com.

The USI ONE Advantage®

What truly distinguishes USI as a leading middle market insurance brokerage and consulting firm is the USI One Advantage, a game-changing value proposition that delivers clients a robust set of risk management and benefit solutions and exclusive resources with financial impact. USI ONE™ represents **Omni, Network, Enterprise**—the three key elements that create the USI ONE Advantage and set us apart from the competition.

Omni – USI's Proprietary Analytics

Omni, which means "all," is USI's one-of-a-kind solutions platform—real time, interactive, dynamic and evolving, and customized for each client. Built in-house by USI subject matter experts, Omni captures the experience of more than 100,000 clients, thousands of professionals and over 100 years of business activity through our acquired agencies into targeted, actionable solutions.

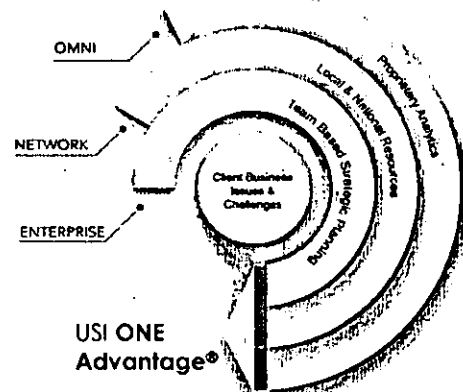
Network – USI's Local and National Resources

USI has made a very large investment in local resources and technical expertise, with more than 4,400 professionals networked nationally to build strong vertical capabilities and integrated account teams. Our local and regional experts ensure account team availability, hands-on service, and ongoing diligent follow-through so we can deliver on the solutions we customize for our clients.

Enterprise – USI's Team Based Strategic Planning

USI's enterprise planning is a disciplined, focused, analysis centered on our client's issues and challenges. Highly consultative meetings integrate USI's Omni analytics with our broad resource network to build a risk management strategy aligned with client business needs. Our enterprise process is a proven method for identifying, quantifying and minimizing client risk exposures.

The USI ONE Advantage—our **Omni** knowledge engine, with our **Network** of local and national resources, delivered to our clients through our **Enterprise** planning process gives USI fundamentally different solutions, the resources to deliver, and a process to bring superior results to our clients.





**RYAN®
TURNER
SPECIALTY**

20 Church Street, Suite 1500
Hartford, CT 06103
Phone: 860-561-3600
Fax: 860-561-3606
Website: www.rtspecialty.com

From: **Taya Wabble**
 Applicant: **Foster Parents of the State of NH, Department of Health and Human Services, Division for Children, Youth and Families and Foster Parents as Per File Maintained and Kept on File with Foster Parents for the State of New Hampshire**
 State: **CT**
 Policy Type: **Commercial General Liability**
 Policy Period: **10/11/2018 - 10/11/2019**
 Renewal Of: **NEW**

PLEASE BIND EFFECTIVE _____
 Circle Desired Premium Option(s)
 Below. No coverage is bound until confirmed by our office! Quote is Valid for 60 DAYS.

 Signature

Premium Summary	Premium	\$73,517.00
	Surplus Lines Tax	\$2,205.51
	Total	\$75,722.51

Quoted By

Tudor Insurance Company (BEST RATING: A Excellent ; Non-Admitted)

We offer the following quote subject to:

The attached "NOTICE OF TERRORISM INSURANCE COVERAGE" (WW405D) must be completed and signed by the insured. No coverage may be bound without this completed and signed notice.

Location Information

Location	Address
P1/B1	Various, CONCORD, NH 03301

General Liability Limits of Insurance

General Aggregate Limit (Other Than Products-Completed Ops)	\$300,000
Products-Completed Ops Aggregate Limit	Not Covered
Personal and Advertising Injury Limit	\$300,000
Each Occurrence Limit	\$300,000
Damage To Premises Rented To You	\$100,000
Medical Expense Limit	Not Covered Any One Person
Each Professional Incident Limit (if applicable)	Not Covered

Deductible

\$250 BI/PD

Exposure

Code	Class Name	Basis	Exposure	Pr/Co Rate	Pr/Co Premium	All Other Rate	All Other Premium
61000	Foster Parents Program Including Food Products, rated as Boarding or Rooming Houses (NH P1/B1)	Each	700	Not Covered	Not Covered	92.74	64,917.00
91583	Contractors - subcontracted work - in connection with building construction, reconstruction, repair or erection - one or two family dwellings (NH P1/B1)	Total	If any	Not Covered	Not Covered	1.967	0.00
88888	Sexual Molestation (NH P1/B1)	Each	700			12.285	8,600.00

Additional Coverage Notes

CG2116 (07/98) Exclusion - Designated Professional Services

Description of Professional Services - row 1a : Any and all professional

WW100A (12/12) Sexual Molestation Insurance

Each Claim Limit \$: 25,000

Coverage E Aggregate Limit \$: 25,000

Description of Hazard : Foster Care

WW10B (10/05) Schedule of Named Insureds

Insured Name (Line 1) : Foster Parents of the State of NH, Department of Health and Human Ser

Insured Name (Line 2) : vices, Division for Children, Youth and Families and Foster Parents as

Insured Name (Line 3) : Per File Maintained and Kept on File with Foster Parents for the Stat

Insured Name (Line 4) : e of New Hampshire

WW168 (06/12) Cancellation And Premium Audit Changes

Minimum and Deposit Premium % : 100

WW183 (05/12) Minimum-Earned Premium

% : 25

WW426 (10/15) Subcontractors - Definition of Adequately Insured

General Aggregate Limit : 300,000

Products-Completed Operations Aggregate Limit : 300,000

Each Occurrence Limit : 300,000

WWME001 (04/10) Manuscript Endorsement 001

Form Title (Line 1) : SEXUAL MOLESTATION INSURANCE-DEFENSE COVERAGE ONLY

Form Text : The sexual Molestation Insurance, WW100A, is amended as follows:

Form Text : Paragraph A.1. Insuring Agreement is deleted and replaced with:

Form Text : 1. Insuring Agreement

Form Text : a) We will defend the insured for "suits" or claims alleging

Form Text : "molestation" to which this insurance applies.

Form Text : b) We will pay, with respect to any claim or "suit" we defend:

Form Text : 1. All expenses we incur.

Form Text : 2. All reasonable expenses incurred by the insured at our request.

Form Text : To assist us in the investigation or defense of the claim or "suit"

Form Text : including actual loss or earnings up to \$100 a day because of time off

Form Text : from work:

Form Text : Up to the limits shown for each claim and aggregate shown in the

Form Text : schedule of this form.

Form Text : Paragraph B. Supplementary Payments-Coverages A and B are

Form Text : deleted. Any applicable supplementary payments coverage is now

Form Text : included above on 1. Insuring Agreement

Form Text : Paragraph D. Section III-Limits of Insurance is deleted and

Form Text : replaced with the following:

Form Text : D. Section III-Limits of Insurance is amended with the

Form Text : following additions:

Form Text : The "each claim" limit shown in the schedule of coverage E is the

Form Text : most we will pay because of all covered claims and "suits" due to

Form Text : "molestation".

Form Text : The aggregate limit shown in the schedule of coverage E is the most we

Form Text : will pay because of all covered claims and "suits" due to

Form Text : "molestation".

WWME002 (04/10) Manuscript Endorsement 002

Form Title (Line 1) : AMENDATORY ENDORSEMENT TO

Form Title (Line 2) : PROPERTY DAMAGE TO FOSTER PARENTS PROPERTY

Form Text : I. It is agreed that this policy shall cover damage to the foster

Form Text : parent's own property caused by a foster child and occurring while

Form Text : the foster child is in the care and custody of the foster parent;

Form Text : regardless of negligence on the part of the named insured.

Form Text : II. Limit of Liability

Form Text : \$5,000 per foster home

Form Text : \$5,000 per claim

Form Text : \$300,000 aggregate

Form Text : The Limit of Liability stated as "per claim" shall apply separately to

Form Text : each foster home. The limit of liability stated as "Aggregate" is the

Form Text : total limit of the Company's liability hereunder for all damages.

Form Text : Signature of Insured:

Form Text : _____

Additional Premium for Certified Acts of Terrorism Coverage: \$3,676.00 plus tax.

Form List

Subject to the following Endorsements:

Form No	ED Date	Form Name
CG0001	12/07	Commercial General Liability Coverage Form

<u>CG0068</u>	05/09	Recording And Distribution Of Material Or Information In Violation Of Law Exclusion
<u>CG2104</u>	11/85	Exclusion - Products-Completed Operations Hazard
<u>CG2107</u>	05/14	Exclusion-Access or Disclosure of Confidential or Personal Information and Data-Related Liability - Limited Bodily Injury Exception Not Included
<u>CG2111</u>	06/15	Exclusion - Unmanned Aircraft (Coverage B Only)
<u>CG2116</u>	07/98	Exclusion - Designated Professional Services
<u>CG2136</u>	03/05	Exclusion - New Entities
<u>CG2139</u>	10/93	Contractual Liability Limitation
<u>CG2147</u>	12/07	Employment-Related Practices Exclusion
<u>CG2167</u>	12/04	Fungi or Bacteria Exclusion
<u>CG2186</u>	12/04	Exclusion - Exterior Insulation and Finish Systems
<u>CG2243</u>	07/98	Exclusion - Engineers, Architects or Surveyors Professional Liability
<u>IL0017</u>	11/98	Common Policy Conditions
<u>IL0021</u>	09/08	Nuclear Energy Exclusion Endorsement (Broad Form)
<u>WW1</u>	06/12	Deductible Endorsement
<u>WW100A</u>	12/12	Sexual Molestation Insurance
<u>WW10B</u>	10/05	Schedule of Named Insureds
<u>WW13</u>	06/12	Classification Limitation
<u>WW161</u>	01/97	Alienation of Affection & Adoption Exclusion
<u>WW168</u>	06/12	Cancellation And Premium Audit Changes
<u>WW171A</u>	01/97	Sexual Action Exclusion
<u>WW172</u>	03/88	Communicable Disease Exclusion
<u>WW183</u>	05/12	Minimum-Earned Premium
<u>WW192</u>	04/13	Premium Basis Endorsement
<u>WW205</u>	03/10	Exclusion - Medical Expense
<u>WW22</u>	06/16	Service of Suit
<u>WW230</u>	06/17	Common Policy Declarations
<u>WW232</u>	01/12	Commercial Liability Coverage Part Declarations
<u>WW244</u>	01/16	Temporary Worker Bodily Injury Exclusion
<u>WW252</u>	09/12	Lead Contamination Exclusion (Contracting)
<u>WW254</u>	06/12	When Other Insurance Applies
<u>WW258A</u>	06/12	Non-Cumulation of Policy Limits
<u>WW266</u>	01/96	Cross Suits Exclusion
<u>WW268</u>	03/10	Continuous and Progressive Advertising etc
<u>WW269</u>	09/12	Continuous And Progressive Injury Or Damage Exclusion
<u>WW284</u>	12/15	Exclusion - Lead Contamination
<u>WW401</u>	06/12	Total Asbestos Exclusion
<u>WW424</u>	09/10	Exclusion of Nuclear, Biological and Chemical Injury or Damage
<u>WW426</u>	10/15	Subcontractors - Definition of Adequately Insured
<u>WWME001</u>	04/10	Manuscript Endorsement 001
<u>WWME002</u>	04/10	Manuscript Endorsement 002

If the insured accepts Certified Acts of Terrorism Coverage for General Liability and pays the appropriate premium the following

endorsements apply:

- CG2184 - Exclusion Of Certified Nuclear, Biological, Chemical Or Radiological Acts Of Terrorism; Cap On Losses From Certified Acts Of Terrorism

If the insured rejects Certified Acts of Terrorism Coverage for General Liability and does not pay the appropriate premium the following endorsements apply:

- CG2173 - Exclusion of Certified Acts of Terrorism

These rates, terms and conditions are valid for 60 days from the date of this Quote.

We are pleased to offer the preceding quotation which should be reviewed carefully as the terms and conditions of coverage may differ from those requested on your application / submission.

**WESTERN WORLD INSURANCE GROUP
POLICYHOLDER DISCLOSURE
NOTICE OF TERRORISM INSURANCE COVERAGE**

You are hereby notified that under the Terrorism Risk Insurance Act, as amended, that you have a right to purchase insurance coverage for losses resulting from acts of terrorism, as defined in Section 102(1) of the Act: The term "act of terrorism" means any act that is certified by the Secretary of the Treasury - in consultation with the Secretary of Homeland Security, and the Attorney General of the United States -to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED BY THIS POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THIS FORMULA, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSES 85% THROUGH 2015; 84% BEGINNING ON JANUARY 1, 2016; 83% BEGINNING ON JANUARY 1, 2017; 82% BEGINNING ON JANUARY 1, 2018; 81% BEGINNING ON JANUARY 1, 2019 and 80% BEGINNING ON JANUARY 1, 2020, OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS THAT MAY BE COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A \$100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS \$100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED \$100 BILLION, YOUR COVERAGE MAY BE REDUCED.

Acceptance or Rejection of Terrorism Insurance Coverage

I hereby elect to purchase Terrorism coverage for a prospective premium of 5% (\$3,676.00 plus tax) of the quoted policy premium subject to a \$100 minimum.

I hereby decline to purchase Terrorism coverage. I understand that I will have no coverage for losses resulting from acts of terrorism.

Foster Parents of the State of NH, Department of Health and Human Services, Division for Children, Youth and Families and Foster Parents as Per File Maintained and Kept on File with Foster Parents for the State of New Hampshire		
Policyholder/Applicant's Signature	Account Name	
Print Name	Date	Policy Number

