

PROFESSIONAL SERVICES AGREEMENT

BETWEEN

COUNTY OF SANTA BARBARA

AND

GOOD SAMARITAN SHELTER (GSS)

Homeless Management Information System (HMIS) Support

THIS AGREEMENT is entered by and between the County of Santa Barbara, a political subdivision of the State of California (herein called the "COUNTY") and **Good Samaritan Shelter** having its principal place of business at 245 Inger Dr. Suite 103-B Santa Maria, CA 93454 (herein called the "CONTRACTOR") as of this 17th day of December, 2019 ("Agreement").

WITNESSETH THAT:

WHEREAS, Title IV of the McKinney-Vento Homeless Assistance Act of 1987, Subtitle B (42 U.S.C., § 11371 et seq.), as amended by the Homeless Emergency Assistance and Rapid Transition to Housing Act of 2009 ("HEARTH Act"), interim rule at 24 CFR Part 576 hereinafter called "the Act" requires that all communities have an HMIS with the capacity to collect unduplicated counts of individuals and families experiencing homelessness.

WHEREAS, the Continuum of Care Program (CoC Program) is authorized by Subtitle C of Title IV of the McKinney-Vento Homeless Assistance Act, as amended (42 U.S.C., § 11381 et seq.) hereinafter called the "CoC Act"; and

WHEREAS, with enactment of the HEARTH Act, HMIS participation became a statutory requirement for recipients and subrecipients of CoC Program and Emergency Solutions Grants (ESG) funds.

WHEREAS, COUNTY serves as the HMIS Lead Agency for the Santa Maria/Santa Barbara County Continuum of Care (CoC); and

WHEREAS, COUNTY has been awarded funds for the CoC to build capacity in HMIS from the U.S. Department of Housing and Urban Development;

WHEREAS, the COUNTY requires the services of the CONTRACTOR to provide support of HMIS administrative services including data entry, because CONTRACTOR represents it has the skills, expertise necessary to perform the services required under this Agreement;

WHEREAS, Contractor currently is an experienced end user of HMIS to collect data on the nature and extent of homelessness over time; and

NOW, THEREFORE, in consideration the mutual covenants and conditions contained herein, it is agreed by and between the parties hereto that:

I. SCOPE OF SERVICE

A. General

CONTRACTOR shall perform all services required under this Agreement in the manner and according to the standards observed by a competent practitioner of the same profession in

which CONTRACTOR is engaged. All products of whatsoever nature, which CONTRACTOR delivers to COUNTY pursuant to this Agreement shall be prepared in a first class and workmanlike manner and shall conform to the standards of quality normally observed by a person practicing in CONTRACTOR's profession. CONTRACTOR shall correct or revise any errors or omissions, at COUNTY's request without additional compensation. Necessary permits and/or licenses shall be obtained by CONTRACTOR without additional compensation.

B. Services

CONTRACTOR will be responsible for providing COUNTY with the clerical and data quality services delineated in Scope of Work (Attachment 1), incorporated herein by reference, in a manner satisfactory to COUNTY and consistent with any federal, state and local statutes, regulations, rules, executive orders, guidelines, policies, directives and standards required as a condition of receiving or expending these funds.

C. Staffing

CONTRACTOR's staffing for the services that it will provide shall be in accordance with scope of work attached. Any changes in CONTRACTOR staff that perform services under this Agreement shall require prior written approval by the COUNTY.

D. Performance Monitoring

COUNTY will monitor the performance of CONTRACTOR against goals and performance standards set forth herein. Substandard performance as determined by COUNTY shall constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the CONTRACTOR within one (1) week after being notified by the COUNTY, contract suspension or termination procedures will be initiated.

E. Changes

Changes in the scope of services, budget, or method of compensation contained in this Agreement, unless otherwise noted, may only be made through a written amendment to this Agreement, executed by the CONTRACTOR and COUNTY.

II. TIME OF PERFORMANCE

Services of CONTRACTOR shall start on the date executed by all parties to be effective as of January 1, 2020 and shall end on June 30, 2021 unless terminated earlier or there are no funds available for any reason. If necessary, the term of the Agreement and the provisions herein may be extended to cover any additional time periods, upon written consent by COUNTY and CONTRACTOR.

III. BUDGET

The budget for CONTRACTOR's services shall be as set forth in the Pricing Summary (page 3) of Attachment 1. In addition, COUNTY may require a more detailed budget breakdown than the one contained herein, and the CONTRACTOR shall provide such supplementary budget information within one (1) week in the form and content prescribed by the COUNTY. Any amendments to the budget shall require prior written approval by both the COUNTY and CONTRACTOR.

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by COUNTY under this Agreement shall not exceed \$40,000 for the payment of eligible expenses

shall be made in accordance with the budget described above. Upon receipt of an acceptable invoice with proper support documentation, and upon the timely performance of measurable objectives identified in Attachment 1, COUNTY shall review the invoice and when approved, make payment.

COUNTY has no obligation to provide funds under this Agreement if for any reason there is no funding available to pass through to CONTRACTOR and if the Agreement is terminated or suspended.

V. NOTICES

Notices required by this Agreement shall be in writing and delivered via U.S. Mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communication and details concerning this Agreement shall be directed to the following Agreement representatives:

COUNTY

County of Santa Barbara
Housing and Community Development
Dinah Lockhart, Deputy Director
123 E. Anapamu St., 2nd floor
Santa Barbara, CA 93101
Office: (805) 568-3523
Email: dlockhart@sbccsd.org

CONTRACTOR

Good Samaritan Shelter
Sylvia Barnard, Executive Director
245 Inger Dr., Suite 103
Santa Maria, CA 93454
Office: (805) 331-0877
Email: goodsamshelter@gmail.com

VI. GENERAL CONDITIONS

A. General Compliance

CONTRACTOR agrees to comply with the requirements of Subtitle C of Title IV of the McKinney-Vento Homeless Assistance Act 42 U.S.C. 11381 except that (1) the CONTRACTOR does not assume COUNTY's environmental responsibilities described in 24 CFR 583.230 and (2) CONTRACTOR does not assume the COUNTY's responsibility for initiating the review process under the provisions of 24 CFR Part 52. CONTRACTOR also agrees to comply with all other applicable federal, state and local laws, regulations, and policies governing the funds provided under this Agreement. The judgment of any court of competent jurisdiction, or the admission of CONTRACTOR in any action or proceeding against CONTRACTOR, whether COUNTY is a party thereto or not, that CONTRACTOR has violated any such ordinance or statute, shall be conclusive of that fact as between CONTRACTOR and COUNTY.

B. Independent Contractor

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. CONTRACTOR shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. COUNTY shall not be responsible for paying any taxes on CONTRACTOR's behalf, and should COUNTY be required to do so by state, federal, or local taxing agencies, CONTRACTOR agrees to promptly reimburse COUNTY for the full value of such paid taxes plus interest and penalty, if any. These taxes shall include, but not be limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance, and workers' compensation insurance. In addition, CONTRACTOR understands and acknowledges that it shall not be entitled to any of the benefits of a COUNTY employee, including but not limited to vacation, sick leave, administrative leave, health insurance, disability insurance, retirement, unemployment insurance, workers' compensation and protection of tenure."

C. Indemnification and Insurance

CONTRACTOR agrees to the indemnification and insurance provisions as set forth in Attachment 2 attached hereto and incorporated herein by reference.

D. Amendments

COUNTY or CONTRACTOR may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are approved, executed in writing, and signed by the CONTRACTOR and COUNTY. Such amendments shall not invalidate this Agreement, nor relieve or release the COUNTY or CONTRACTOR from its obligations under this Agreement.

COUNTY may, in its discretion, amend this Agreement to conform with federal, state or local governmental statutes, regulations, rules, executive orders, guidelines, policies, standards, directives and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both COUNTY and CONTRACTOR.

G. Suspension or Termination

In accordance with 2 CFR Part 2400 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, COUNTY may suspend or terminate this Agreement if CONTRACTOR materially fails to comply with any terms of the Agreement, which include (but are not limited to), the following:

- Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time.
- Failure, for any reason, of CONTRACTOR to fulfill in a timely and proper manner its obligations under this Agreement;

- Ineffective or improper use of funds provided under this Agreement; or
- Submission by CONTRACTOR to COUNTY reports that are incorrect or incomplete in any material respect.

1. Termination by COUNTY

COUNTY may, by written notice to CONTRACTOR, terminate this Agreement in whole or in part at any time, whether for COUNTY's convenience, for nonappropriation of funds, or because of the failure of COUNTY to fulfill the obligations herein.

- For Convenience.** COUNTY may terminate this Agreement in whole or in part upon thirty (30) days written notice. During the thirty (30) day period, CONTRACTOR shall, as directed by COUNTY, wind down and cease its services as quickly and efficiently as reasonably possible, without performing unnecessary services or activities and by minimizing negative effects on COUNTY from such winding down and cessation of services.
- For Nonappropriation of Funds.** Notwithstanding any other provision of this Agreement, in the event that no funds or insufficient funds are appropriated or budgeted by federal, state or COUNTY governments, or funds are not otherwise available for payments in the fiscal year(s) covered by the term of this Agreement, then COUNTY will notify CONTRACTOR of such occurrence and COUNTY may terminate or suspend this Agreement in whole or in part, with or without a prior notice period. Subsequent to termination of this Agreement under this provision, COUNTY shall have no obligation to make payments with regard to the remainder of the term.
- For Cause.** Should CONTRACTOR default in the performance of this Agreement or materially breach any of its provisions, COUNTY may, at COUNTY's sole option, terminate or suspend this Agreement in whole or in part by written notice. Upon receipt of notice, COUNTY shall immediately discontinue all services affected (unless the notice directs otherwise) and notify COUNTY as to the status of its performance. The date of termination shall be the date the notice is received by CONTRACTOR, unless the notice directs otherwise.

2. Termination by CONTRACTOR

In accordance with 2 CFR Part 2400, this Agreement may be terminated by CONTRACTOR, upon written notification to COUNTY, setting forth the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. However, if, in the case of a partial termination, COUNTY determines that the remaining portion of the award will not accomplish the purposes for which the award was made, COUNTY may terminate the award in its entirety under 2 CFR Part 2400.

3. Upon termination, COUNTY shall deliver to COUNTY all data, estimates, graphs, summaries, reports, and all other property, records, documents or papers as may have been accumulated or produced by CONTRACTOR in performing this Agreement, whether completed or in process, except such items as COUNTY may, by written permission, permit CONTRACTOR to retain. Notwithstanding any other payment provision of this Agreement, COUNTY shall pay CONTRACTOR for satisfactory services performed to the date of termination to include a prorated amount of compensation due hereunder less payments, if any, previously made. In no event shall CONTRACTOR be paid an amount in excess of the full price under this Agreement nor for profit on unperformed portions of service. CONTRACTOR shall furnish to COUNTY such financial information as in the judgment of COUNTY is necessary to determine the reasonable value of the services rendered by CONTRACTOR. In the event of a dispute as to the reasonable value of the services rendered by CONTRACTOR, the decision of COUNTY shall be final. The foregoing is cumulative and shall not affect any right or remedy which COUNTY may have in law or equity.
4. If HUD demands reimbursement from COUNTY for COUNTY's payments to CONTRACTOR due to CONTRACTOR's failure to comply with the terms of HUD's award to COUNTY, including, but not limited to, the grant agreement, assurances in an application, or a notice of award, any applicable term of this Agreement, or any law, regulation, ordinance, order, rule, directive, circular, bulletin, notice, guideline or policy referred to herein, or as may become applicable at any time, CONTRACTOR shall fully and completely reimburse COUNTY in the total amount of such disallowed payments.

VII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

CONTRACTOR agrees to comply with 2 CFR Part 2400 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The CONTRACTOR shall administer its program in conformance with 2 CFR Part 2400 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

3. Administrative Requirements

CONTRACTOR also agrees to comply with all applicable uniform administrative requirements set forth in 24 CFR 583.330, 24 CFR 578.99 and all applicable requirements set forth in 24 CFR Part 5 (24 CFR 5.100-5.2011).

B. Documentation and Record Keeping

1. Records to be Maintained

CONTRACTOR shall maintain all records required by the federal regulations that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records required to determine the eligibility of activities;
- c. Financial records as required by 24 CFR 583.330, and 2 CFR Part 2400 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; and
- d. Other records necessary to document compliance with 24 CFR 583.330.

2. Retention

CONTRACTOR shall retain all financial records, supporting documents, statistical records, and all other records pertinent to this Agreement for a period of at least four (4) years. The retention period begins on the date of the submission of COUNTY's annual performance report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

3. Disclosure

CONTRACTOR understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of COUNTY's or CONTRACTOR's responsibilities with respect to services provided under this Agreement, may be prohibited under state or federal law unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

4. Close-outs

CONTRACTOR's obligation to COUNTY shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances,

program income balances, and accounts receivable to COUNTY), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the CONTRACTOR has control over CoC funds, including program income.

5. Audits & Inspections

All CONTRACTOR records with respect to any matters covered by this Agreement shall be made available to COUNTY, HUD, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by CONTRACTOR within 30 days after receipt by CONTRACTOR. Failure of CONTRACTOR to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. CONTRACTOR hereby agrees to have an annual agency audit conducted in accordance with current COUNTY policy concerning CONTRACTOR audits and 2 CFR Part 2400 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

6. Access to Records

CONTRACTOR shall furnish and cause each of its own contractors or subcontractors to furnish all information and reports required hereunder and will permit access to books, records and accounts by COUNTY, HUD or other authorized federal officials or their agents, to ascertain compliance with the laws, rules, regulations, executive orders, ordinances, resolutions, guidelines, policies, directives, standards and provisions stated in this Agreement.

C. Reports

CONTRACTOR shall submit progress reports to the COUNTY in the form, content, and frequency as required by COUNTY.

D. Procurement

1. Indirect Costs

If indirect costs are charged, CONTRACTOR will develop an indirect cost allocation plan for determining the appropriate CONTRACTOR's share of administrative costs and shall submit such plan to COUNTY for approval, in a form specified by COUNTY.

2. Travel

CONTRACTOR shall obtain written approval from COUNTY for any travel with funds provided under this Agreement.

3. Payment Procedures

COUNTY will pay to CONTRACTOR funds available under this Agreement based upon information submitted by CONTRACTOR and consistent with any approved budget and COUNTY policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by CONTRACTOR, and not to exceed actual cash requirements. In addition, the COUNTY reserves the right to liquidate funds available under this Agreement for costs incurred by COUNTY on behalf of CONTRACTOR.

VIII. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

CONTRACTOR shall comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C., §§ 2000d et seq.), Title VIII of the Civil Rights Act of 1968 (42 U.S.C., §§ 3601 et seq.), Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 (42 U.S.C., §§ 5301 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C., §§ 791 et seq.), the Americans with Disabilities Act of 1990 (42 U.S.C., §§ 12101 et seq.), the Age Discrimination Act of 1975 (42 U.S.C., §§ 6101 et seq.), Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086, and all implementing regulations, and all as may be amended.

2. Nondiscrimination

No person shall, on the grounds of race, ethnicity, sex, creed, color, religion, age, sexual orientation, disability or national origin, be excluded from participation in, be refused the benefits of, or otherwise be subject to discrimination in any activities, program or employment supported by this Agreement. The applicable non-discrimination provisions in Section 109 of the HCD Act are still applicable. In addition, COUNTY's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara COUNTY Code) applies to this Agreement and is incorporated herein by this reference with the same force and effect as if the Ordinance were specifically set out herein and CONTRACTOR agrees to comply with said Ordinance.

3. Land Covenants

The Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352). In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Agreement, CONTRACTOR shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that COUNTY and the United States are beneficiaries of and entitled to enforce such covenants. CONTRACTOR, in undertaking its obligation to carry out the program

assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

CONTRACTOR shall comply with all federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any federally assisted program.

B. Affirmative Action

1. Approved Plan

CONTRACTOR agrees that it shall be committed to carry out an Affirmative Action Program pursuant to and in accord with President's Executive Order 11246 of September 24, 1966. CONTRACTOR shall submit to COUNTY a plan for an Affirmative Action Program prior to CONTRACTOR's receipt of funds. COUNTY's acceptance of CONTRACTOR's Affirmative Action Program shall not be deemed to be or construed as CONTRACTOR's compliance with Executive Order 11246 or any other applicable federal or state law, regulation, rule, executive order, ordinance, resolution, guideline, policy, directive, or standard.

2. Women- and Minority-Owned Businesses (W/MBE)

CONTRACTOR will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. CONTRACTOR may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

CONTRACTOR shall furnish and cause each of its own contractors or subcontractors to furnish all information and reports required hereunder and will permit access to books, records and accounts by COUNTY, HUD or other authorized federal officials or their agents, to ascertain compliance with the laws, rules, regulations, executive orders, ordinances, resolutions, guidelines, policies, directives, standards and provisions stated in this Agreement.

4. Notifications

CONTRACTOR will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of CONTRACTOR's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of CONTRACTOR, state that it is an Equal Opportunity or Affirmative Action employer.

6. Subcontract Provisions

CONTRACTOR will include the provisions of Paragraphs X.A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own contractors or subcontractors.

C. Employment Restrictions

1. Prohibited Activity

CONTRACTOR is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

2. "Section 3" Clause

a. Compliance

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of the contract, shall be a condition of the federal financial assistance provided under this contract and binding upon COUNTY, CONTRACTOR and any of CONTRACTOR's contractors and subcontractors. Failure to fulfill these requirements shall subject COUNTY, CONTRACTOR and any of CONTRACTOR's contractors and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which federal assistance is provided. CONTRACTOR certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

CONTRACTOR further agrees to comply with the "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

“The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located.”

CONTRACTOR certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

b. Notifications

CONTRACTOR agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker’s representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts

CONTRACTOR will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. CONTRACTOR will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirement of these regulations.

C. Conduct

1. Assignability

CONTRACTOR shall not assign or transfer any interest in this Agreement without the prior written consent of COUNTY thereto and any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination; provided, however, that claims for money due or to become due to CONTRACTOR from COUNTY under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to COUNTY.

2. Subcontracts

a. Approvals

CONTRACTOR shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the written consent of COUNTY prior to the execution of such agreement.

b. Monitoring

CONTRACTOR will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

CONTRACTOR shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

CONTRACTOR shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the COUNTY along with documentation concerning the selection process.

3. Hatch Act

CONTRACTOR agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of 5 U.S.C., §§ 7321 et seq. or 5 CFR Parts 733 and 734, all as may be amended.

4. Conflict of Interest

CONTRACTOR agrees to abide by the provisions of 2 CFR Part 2400 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 24 CFR 578.95 and 24 CFR 583.330(e), which include (but are not limited to) the following:

- a. CONTRACTOR shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by federal funds.
- b. No employee, officer or agent of CONTRACTOR shall participate in the selection, or in the award, or administration of, a contract supported

by federal funds if a conflict of interest, real or apparent, would be involved.

- c. No covered persons who exercise or have exercised any functions or responsibilities with respect to activities under this Agreement, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to such activities, or with respect to the proceeds from such activities, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of COUNTY, CONTRACTOR, or any designated public agency.
- d. CONTRACTOR shall promptly disclose to the COUNTY, in writing, any potential conflict of interest.

5. Lobbying

CONTRACTOR hereby certifies that:

- a. No federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement;
- b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
- c. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all CONTRACTORS shall certify and disclose accordingly; and
- d. Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

6. Copyright

If this Agreement results in any copyrightable material or patentable inventions, COUNTY and/or grantor agency reserves the right to royalty-free, non-exclusive and an irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

COUNTY shall be the owner of the following items incidental to this Agreement upon production, whether or not completed: all data collected, all documents of any type whatsoever, and any material necessary for the practical use of the data and/or documents from the time of collection and/or production whether or not performance under this Agreement is completed or terminated prior to completion. CONTRACTOR shall not release any materials under this section except after prior written approval of COUNTY.

No materials produced in whole or in part under this Agreement shall be subject to copyright in the United States or in any other country except as determined at the sole discretion of COUNTY. COUNTY shall have the unrestricted authority to publish, disclose, distribute, and other use in whole or in part, any reports, data, documents or other materials prepared under this Agreement.”

7. Religious Activities

CONTRACTOR agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 583.150(b) (2), such as worship, religious instruction, or proselytization.

8. Criminal Disclosure

CONTRACTOR must disclose, in a timely manner, in writing to the COUNTY all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the award. Failure to make required disclosures can result in any of the remedies described in 2 CFR §200.338 Remedies for noncompliance, including suspension or debarment. (See also 2 CFR parts 180 and 2424 and 31 U.S.C. 3321.)”

9. Debarment and Suspension

CONTRACTOR certifies to COUNTY that it and its employees and principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, state, or county government contracts. CONTRACTOR

certifies that it shall not contract with a subcontractor that is so debarred or suspended.

IX. ENVIRONMENTAL CONDITIONS

A. Air and Water

CONTRACTOR shall comply with the following requirements insofar as they apply to the performance of this Agreement:

1. Clean Air Act, 42 U.S.C. , 7401, *et seq.*;
2. Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;
3. Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), CONTRACTOR shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

CONTRACTOR agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 583.330(d), and 24 CFR Part 35, Subpart B. Such regulations pertain to all assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

D. Historic Preservation

CONTRACTOR shall comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) as applicable and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation

Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a federal, state, or local historic property list.

X. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

XI. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

XII. WAIVER

COUNTY's delay or failure to act with respect to a breach by CONTRACTOR shall not constitute or be construed as a waiver of COUNTY's rights with respect to subsequent or similar breaches. Any delay or failure of COUNTY to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision, and every power and remedy given by this Agreement to COUNTY shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of COUNTY.

XIII. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between COUNTY and CONTRACTOR for the use of funds received under this Agreement and it supersedes all prior and contemporaneous communications and proposals, whether electronic, oral, or written between COUNTY and CONTRACTOR with respect to this Agreement. Each party waives their future right to claim, contest or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel

XIV. REMEDIES NOT EXCLUSIVE

No remedy herein conferred upon or reserved to COUNTY is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise."

XV. TIME IS OF THE ESSENCE

Time is of the essence in this Agreement and each covenant and term is a condition herein.

XVI. NONEXCLUSIVE AGREEMENT

CONTRACTOR understands that this is not an exclusive Agreement and that COUNTY shall have the right to negotiate with and enter into contracts with others providing the same or similar services as those provided by CONTRACTOR as COUNTY desires.

XVII. CALIFORNIA LAW

This Agreement shall be governed by the laws of the State of California. Any litigation regarding this Agreement or its contents shall be filed in the County of Santa Barbara, if in state court, or in the federal district court nearest to Santa Barbara County, if in federal court.

XVIII. EXECUTION OF COUNTERPARTS

This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

XIX. AUTHORITY

All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity (ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, CONTRACTOR hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which CONTRACTOR is obligated, which breach would have a material effect hereon.


XX. PRECEDENCE

In the event of conflict between the provisions contained in the numbered sections of this Agreement and the provisions contained in the Attachments, the provisions of the Agreement shall prevail over those in the Attachments.

IN WITNESS WHEREOF, COUNTY and CONTRACTOR have executed this Agreement by the respective authorized officers as set forth below to be effective on the date executed by the COUNTY.

[Signatures on following page]

ATTEST:
MONA MIYASATO
CLERK OF THE BOARD

By: 
Deputy Clerk

COUNTY OF SANTA BARBARA:

By: 
GREGG HART
Chair, Board of Supervisors

Date: 1-14-20

APPROVED AS TO ACCOUNTING FORM:
BETSY SCHAFFER, CPA

AUDITOR-CONTROLLER

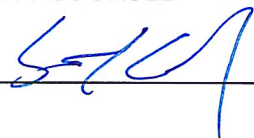
By: 
Deputy Auditor-Controller

County of Santa Barbara, Community
Services Department
GEORGE CHAPJIAN
Community Services Director

By: 
Department Head

APPROVED AS TO FORM:

MICHAEL C. GHIZZONI
COUNTY COUNSEL

By: 

CONTRACTOR:
Good Samaritan Shelter

By: _____
Sylvia Barnard, Executive Director
Good Samaritan Shelter

APPROVED AS TO FORM:
RAY AROMATORIO, ARM, AIC
RISK MANAGEMENT

By: 
Risk Manager

ATTEST:
MONA MIYASATO
CLERK OF THE BOARD

COUNTY OF SANTA BARBARA:

By: _____
Deputy Clerk

By: _____
GREGG HART
Chair, Board of Supervisors

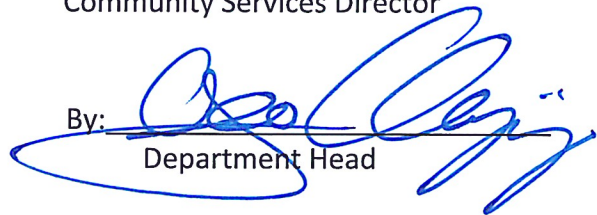
Date: _____

APPROVED AS TO ACCOUNTING FORM:
BETSY SHAFFER, CPA

Count of Santa Barbara, Community
Services Department
GEORGE CHAPJIAN
Community Services Director

AUDITOR-CONTROLLER

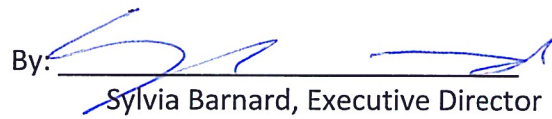
By: _____
Deputy Auditor-Controller

By: 
Department Head

APPROVED AS TO FORM:

CONTRACTOR:
Good Samaritan Shelter

MICHAEL C. GHIZZONI
COUNTY COUNSEL

By: 
Sylvia Barnard, Executive Director
Good Samaritan Shelter

By: _____
Deputy County Counsel

APPROVED AS TO FORM:
RAY AROMATORIO, ARM, AIC
RISK MANAGEMENT

By: _____
Risk Manager

SCOPE OF WORK
GOOD SAMARITAN SHELTER (GSS)

Homeless Management Information System (HMIS) Support

Good Samaritan Shelter (GSS) will be responsible for providing County with clerical and data services delineated in this Scope of Work in a manner satisfactory to County and consistent with HUD data standards and all local HMIS data guidelines posted at ctagroup.org/santa-barbara-hmis/santa-barbara-user-central. Meeting data standards and guidelines are required as a condition of receiving or expending these funds.

The following are the expected deliverables for the 1000 hours of clerical and data services to be distributed over the 18 month agreement period (minimum of 12 months):

Homeless Management Information System Support

- a) Data Entry of HMIS intakes and annual assessments for new agency users;
- b) Assist with implementation of SkanPoint module including printing SkanPoint id cards for use by large shelters;
- c) Increase data quality by assisting in identifying errors and correcting profiles as needed;
- d) Improve overall bed coverage by supporting new providers with transition to HMIS including data migration and other support tasks;
- e) Complete all tasks with high degree of accuracy and professionalism;
- f) Communicate with key staff at new providers to acquire needed data for entry into HMIS;
- g) Provide workspace and computer access to end users performing HMIS support.

GSS's staffing for the services that it will provide shall be sufficient to satisfactorily accomplish all items named in this Scope of Work. Any changes in GSS staff that perform services under this Agreement shall require prior written approval by the County.

The County will monitor the performance of GSS against goals and performance standards set forth herein. Substandard performance as determined by County shall constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by GSS within one (1) week after being notified by the County, contract suspension or termination procedures will be initiated.

EXHIBIT C

Indemnification and Insurance Requirements (For Information Technology Contracts)

INDEMNIFICATION

CONTRACTOR agrees to indemnify, defend (with counsel reasonably approved by COUNTY) and hold harmless COUNTY and its officers, officials, employees, agents and volunteers from and against any and all claims, actions, losses, damages, judgments and/or liabilities arising out of this Agreement from any cause whatsoever, including the acts, errors or omissions of any person or entity and for any costs or expenses (including but not limited to attorneys' fees) incurred by COUNTY on account of any claim except where such indemnification is prohibited by law. CONTRACTOR's indemnification obligation applies to COUNTY's active as well as passive negligence but does not apply to COUNTY's sole negligence or willful misconduct.

NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

CONTRACTOR shall notify COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement. The indemnification provisions in this Agreement shall survive any expiration or termination of this Agreement.

INSURANCE

CONTRACTOR shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONTRACTOR, its agents, representatives, employees or subcontractors.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if CONTRACTOR has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. **Professional Liability (Errors and Omissions) Insurance** appropriate to the CONTRACTOR'S profession, with limit of no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.
5. **Cyber Liability Insurance:** Cyber Liability Insurance, with limits not less than \$500,000 per occurrence or claim, \$500,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Vendor

in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

If the CONTRACTOR maintains higher limits than the minimums shown above, the COUNTY requires and shall be entitled to coverage for the higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the COUNTY.

B. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **Additional Insured** – COUNTY, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONTRACTOR's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used).
2. **Primary Coverage** – For any claims related to this Agreement, the CONTRACTOR's insurance coverage shall be primary insurance as respects the COUNTY, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, agents or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
3. **Notice of Cancellation** – Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the COUNTY.
4. **Waiver of Subrogation Rights** – CONTRACTOR hereby grants to COUNTY a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the COUNTY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.
5. **Deductibles and Self-Insured Retention** – Any deductibles or self-insured retentions must be declared to and approved by the COUNTY. The COUNTY may require the CONTRACTOR to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
6. **Acceptability of Insurers** – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best's Insurance Guide rating of "A- VII".
7. **Verification of Coverage** – CONTRACTOR shall furnish the COUNTY with proof of insurance, original certificates and amendatory endorsements as required by this

Agreement. The proof of insurance, certificates and endorsements are to be received and approved by the COUNTY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR's obligation to provide them. The CONTRACTOR shall furnish evidence of renewal of coverage throughout the term of the Agreement. The COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

8. **Failure to Procure Coverage** – In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, COUNTY has the right but not the obligation or duty to terminate the Agreement. Maintenance of required insurance coverage is a material element of the Agreement and failure to maintain or renew such coverage or to provide evidence of renewal may be treated by COUNTY as a material breach of contract.
9. **Subcontractors** – CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and CONTRACTOR shall ensure that COUNTY is an additional insured on insurance required from subcontractors.
10. **Claims Made Policies** – If any of the required policies provide coverage on a claims-made basis:
 - i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
 - ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
 - iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the CONTRACTOR must purchase “extended reporting” coverage for a minimum of five (5) years after completion of contract work.
11. **Special Risks or Circumstances** – COUNTY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. CONTRACTOR agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of COUNTY to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of COUNTY.



Lloyd's Certificate

This Insurance is effected with certain Underwriters at Lloyd's, London.

This Certificate is issued in accordance with the limited authorization granted to the Correspondent by certain Underwriters at Lloyd's, London whose syndicate numbers and the proportions underwritten by them can be ascertained from the office of the said Correspondent (such Underwriters being hereinafter called "Underwriters") and in consideration of the premium specified herein, Underwriters hereby bind themselves severally and not jointly, each for his own part and not one for another, their Executors and Administrators.

The Assured is requested to read this Certificate, and if it is not correct, return it immediately to the Correspondent for appropriate alteration.

All inquiries regarding this Certificate should be addressed to the following Correspondent:

ASCENTTM
UNDERWRITING
10-12 Eastcheap, London, EC3M 1AJ

SLC-3 (USA) NMA 2868 (24/08/2000)

Form approved by Lloyd's Underwriters' Non-Marine Association Limited

NOTICE:

- 1. THE INSURANCE POLICY THAT YOU HAVE PURCHASED IS BEING ISSUED BY AN INSURER THAT IS NOT LICENSED BY THE STATE OF CALIFORNIA. THESE COMPANIES ARE CALLED "NONADMITTED" OR "SURPLUS LINE" INSURERS.**
- 2. THE INSURER IS NOT SUBJECT TO THE FINANCIAL SOLVENCY REGULATION AND ENFORCEMENT THAT APPLY TO CALIFORNIA LICENSED INSURERS.**
- 3. THE INSURER DOES NOT PARTICIPATE IN ANY OF THE INSURANCE GUARANTEE FUNDS CREATED BY CALIFORNIA LAW. THEREFORE, THESE FUNDS WILL NOT PAY YOUR CLAIMS OR PROTECT YOUR ASSETS IF THE INSURER BECOMES INSOLVENT AND IS UNABLE TO MAKE PAYMENTS AS PROMISED.**
- 4. THE INSURER SHOULD BE LICENSED EITHER AS A FOREIGN INSURER IN ANOTHER STATE IN THE UNITED STATES OR AS A NON-UNITED STATES (ALIEN) INSURER. YOU SHOULD ASK QUESTIONS OF YOUR INSURANCE AGENT, BROKER, OR "SURPLUS LINE" BROKER OR CONTACT THE CALIFORNIA DEPARTMENT OF INSURANCE AT THE FOLLOWING TOLL-FREE TELEPHONE NUMBER: 1-800-927-4357 OR INTERNET WEB SITE WWW.INSURANCE.CA.GOV. ASK WHETHER OR NOT THE INSURER IS LICENSED AS A FOREIGN OR NON-UNITED STATES (ALIEN) INSURER AND FOR ADDITIONAL INFORMATION ABOUT THE INSURER. YOU MAY ALSO CONTACT THE NAIC'S INTERNET WEB SITE AT WWW.NAIC.ORG.**
- 5. FOREIGN INSURERS SHOULD BE LICENSED BY A STATE IN THE UNITED STATES AND YOU MAY CONTACT THAT STATE'S DEPARTMENT OF INSURANCE TO OBTAIN MORE INFORMATION ABOUT THAT INSURER.**
- 6. FOR NON-UNITED STATES (ALIEN) INSURERS, THE INSURER SHOULD BE LICENSED BY A COUNTRY OUTSIDE OF THE UNITED STATES AND SHOULD BE ON THE NAIC'S INTERNATIONAL INSURERS DEPARTMENT (IID) LISTING OF**

APPROVED NONADMITTED NON-UNITED STATES INSURERS. ASK YOUR AGENT, BROKER, OR "SURPLUS LINE" BROKER TO OBTAIN MORE INFORMATION ABOUT THAT INSURER.

7. CALIFORNIA MAINTAINS A LIST OF APPROVED SURPLUS LINE INSURERS. ASK YOUR AGENT OR BROKER IF THE INSURER IS ON THAT LIST, OR VIEW THAT LIST AT THE INTERNET WEB SITE OF THE CALIFORNIA DEPARTMENT OF INSURANCE: WWW.INSURANCE.CA.GOV.

8. IF YOU, AS THE APPLICANT, REQUIRED THAT THE INSURANCE POLICY YOU HAVE PURCHASED BE BOUND IMMEDIATELY, EITHER BECAUSE EXISTING COVERAGE WAS GOING TO LAPSE WITHIN TWO BUSINESS DAYS OR BECAUSE YOU WERE REQUIRED TO HAVE COVERAGE WITHIN TWO BUSINESS DAYS, AND YOU DID NOT RECEIVE THIS DISCLOSURE FORM AND A REQUEST FOR YOUR SIGNATURE UNTIL AFTER COVERAGE BECAME EFFECTIVE, YOU HAVE THE RIGHT TO CANCEL THIS POLICY WITHIN FIVE DAYS OF RECEIVING THIS DISCLOSURE. IF YOU CANCEL COVERAGE, THE PREMIUM WILL BE PRORATED AND ANY BROKER'S FEE CHARGED FOR THIS INSURANCE WILL BE RETURNED TO YOU.

CERTIFICATE NO. ASH19F004275

This Insurance is effected with Certain Underwriters at Lloyd's of London under Binding Authority UMR: B1100064101219000

DECLARATIONS

- 1 **NAMED INSURED** Good Samaritan Shelter, Inc
ADDRESS 245 E Inger Drive,
Ste 103B,
Santa Maria,
CA 93454
- 2 **POLICY PERIOD** FROM: September 18, 2019 TO: September 18, 2020
(both days at 12.01a.m. Local Standard Time at the address shown in Item 1)
- 3 **POLICY LIMITS OF LIABILITY AND COVERAGES PURCHASED**

You have purchased some or all of the following Insuring Modules. Only those Insuring Module(s) that specify a Limit of Liability below have been purchased. If an Insuring Module has not been purchased that portion of this policy is not applicable.

3(A) LIMIT OF LIABILITY

INSURING MODULE	1	SECURITY & PRIVACY LIABILITY	USD 500,000 Each claim and in the aggregate including claims expenses	
INSURING MODULE	2	MULTIMEDIA & INTELLECTUAL PROPERTY LIABILITY	USD 500,000 Each claim and in the aggregate including claims expenses	Premium: \$1,650.00
INSURING MODULE	3	TECHNOLOGY SERVICES	N/A	Carrier Fee: \$80.00
INSURING MODULE	4	MISCELLANEOUS PROFESSIONAL SERVICES	N/A	Broker Fee: \$150.00
INSURING MODULE	5	NETWORK INTERRUPTION AND RECOVERY	USD 500,000 Each claim and in the aggregate	SL Tax: \$51.90
INSURING MODULE	6	EVENT SUPPORT EXPENSES	USD 500,000 Each claim and in the aggregate	Stamping Fee: \$3.46
INSURING MODULE	7	PRIVACY REGULATORY DEFENSE & PENALTIES	USD 500,000 Each claim and in the aggregate including claims expenses	TOTAL: \$1,935.36
INSURING MODULE	8	NETWORK EXTORTION	USD 500,000 Each claim and in the aggregate	
INSURING MODULE	9	ELECTRONIC THEFT, COMPUTER FRAUD & TELECOMMUNICATIONS FRAUD	USD 250,000 Each claim and in the aggregate	
INSURING MODULE	10	SOCIAL ENGINEERING FRAUD	USD 250,000 Each claim and in the aggregate	
INSURING MODULE	11	REPUTATIONAL DAMAGE	USD 500,000 Each claim and in the aggregate	

3(B) TOTAL LIMIT OF LIABILITY UNDER THE POLICY

USD 500,000 is the Total Limit of Liability under the policy.



3(C) Notwithstanding the aggregate Limit of Liability under each Insuring Module as set forth in item 3(A) above, all payments made under the policy, regardless of the number of Insuring Modules that apply, will reduce the total Limit of Liability as set forth in item 3(B) above. In no event will Underwriters pay more than the total Limit of Liability as set forth in item 3(B) above.

4 DEDUCTIBLE

INSURING MODULE	1	SECURITY & PRIVACY LIABILITY	USD 1,000 Each and every claim including claims expenses
INSURING MODULE	2	MULTIMEDIA & INTELLECTUAL PROPERTY LIABILITY	USD 1,000 Each and every claim including claims expenses
INSURING MODULE	3	TECHNOLOGY SERVICES	N/A
INSURING MODULE	4	MISCELLANEOUS PROFESSIONAL SERVICES	N/A
INSURING MODULE	5	NETWORK INTERRUPTION AND RECOVERY	Network Expenditure USD 1,000 Each and every claim and Loss of Business Income Coverage 8 hours waiting period
INSURING MODULE	6	EVENT SUPPORT EXPENSES	USD 1,000 Each and every claim
INSURING MODULE	7	PRIVACY REGULATORY DEFENSE & PENALTIES	USD 1,000 Each and every claim including claims expenses
INSURING MODULE	8	NETWORK EXTORTION	USD 1,000 Each and every claim
INSURING MODULE	9	ELECTRONIC THEFT, COMPUTER FRAUD & TELECOMMUNICATIONS FRAUD	USD 1,000 Each and every claim
INSURING MODULE	10	SOCIAL ENGINEERING FRAUD	USD 1,000 Each and every claim
INSURING MODULE	11	REPUTATIONAL DAMAGE	USD 1,000 Each and every claim

5 RETROACTIVE DATE Full Prior Acts

6 PREMIUM	Gross Premium	USD	1,650.00
	Policy Fee	USD	80.00
	Total Payable	USD	1,730.00

7 NOTICE OF CLAIM In respect of:
A circumstance, claim or an event which may entitle you to an indemnity for costs or expenses under your policy contact: Breach Response, CyberScout, 7580 N Dobson Rd #201, Scottsdale, AZ 85256, breach@cyberscout.com, +1 (0) 844-858-9578

8 SERVICE OF SUIT Kissel Hirsh & Wilmer LLP, 580 White Plains Rd., 5th Floor, Tarrytown, NY 10591

9 CHOICE OF LAW New York

10A TERRITORIAL LIMITS Worldwide

10B JURISDICTION Worldwide

11 MISCELLANEOUS PROFESSIONAL SERVICES FOR WHICH COVERAGE HAS BEEN PURCHASED Not Applicable



**FORMS AND ENDORSEMENTS
ATTACHED HERETO**

Ascent CyberPro (Optio) US v2.7
NMA1256 Nuclear Incident Exclusion (USA)
NMA1477 Radioactive Contamination Clause (USA)
LSW1001 Several Liability Notice (Insurance)
LSW3000 Premium Payment Clause 45 Days
NMA1168 Small Additional Or Return Premiums Clause (USA)
LMA9098A Specific Provisions for Assureds Domiciled in California Only
Amended Named Insured Endorsement
Contingent Bodily Injury Endorsement
Cyber Terrorism Endorsement
Deductible Waiver Endorsement
Dependent Network Interruption and Recovery Endorsement
ECC Amendatory Endorsement
Notice of Terrorism Insurance Coverage LMA9105 Endorsement
Notification Expenses Outside Total Limit of Liability Endorsement
Payment Card Industry Fines and Assessments Endorsement
Bricking Endorsement
Post-Binding Subjectivity Condition Endorsement

SECURITY

Section 2 - This contract of insurance has been effected 100% by certain Underwriters at Lloyd's of London as follows:

Syndicate AML 2001 at Lloyd's	50%
Syndicate MRS 457 at Lloyd's	30%
Syndicate ASC 1414 at Lloyd's	15%
Syndicate FDY 435 at Lloyd's	5%

COVERHOLDER

Ascent Underwriting LLP, 10-12 Eastcheap, London, United Kingdom, EC3M 1AJ
Registered in England - OC380469

RISK MANAGEMENT SERVICES

Please refer to the back of this certificate for details of how to activate and access our Risk Management Services powered by CyberScout

DATED IN LONDON

September 11, 2019



This Certificate is only valid if it bears the signature of the Coverholder, on behalf of Lloyd's of London



CERTIFICATE PROVISIONS

1. **Signature Required.** This Certificate shall not be valid unless signed by the Correspondent on the attached Declaration Page.
2. **Correspondent Not Insurer.** The Correspondent is not an Insurer hereunder and neither is nor shall be liable for any loss or claim whatsoever. The Insurers hereunder are those Underwriters at Lloyd's, London whose syndicate numbers can be ascertained as hereinbefore set forth. As used in this Certificate "Underwriters" shall be deemed to include incorporated as well as unincorporated persons or entities that are Underwriters at Lloyd's, London.
3. **Cancellation.** If this Certificate provides for cancellation and this Certificate is cancelled after the inception date, earned premium must be paid for the time the insurance has been in force.
4. **Service of Suit.** It is agreed that in the event of the failure of Underwriters to pay any amount claimed to be due hereunder, Underwriters, at the request of the Assured, will submit to the jurisdiction of a Court of competent jurisdiction within the United States. Nothing in this Clause constitutes or should be understood to constitute a waiver of Underwriters' rights to commence an action in any Court of competent jurisdiction in the United States, to remove an action to a United States District Court, or to seek a transfer of a case to another Court as permitted by the laws of the United States or of any State in the United States. It is further agreed that service of process in such suit may be made upon the firm or person named in item 11 of the attached Declaration Page, and that in any suit instituted against any one of them upon this contract, Underwriters will abide by the final decision of such Court or of any Appellate Court in the event of an appeal. The above-named are authorized and directed to accept service of process on behalf of Underwriters in any such suit and/or upon request of the Assured to give a written undertaking to the Assured that they will enter a general appearance upon Underwriters' behalf in the event such a suit shall be instituted.
Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefor, Underwriters hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the Assured or any beneficiary hereunder arising out of this contract of insurance, and hereby designate the above-mentioned as the person to whom the said officer is authorized to mail such process or a true copy thereof.
5. **Assignment.** This Certificate shall not be assigned either in whole or in part without the written consent of the Correspondent endorsed hereon.
6. **Attached Conditions Incorporated.** This Certificate is made and accepted subject to all the provisions, conditions and warranties set forth herein, attached or endorsed, all of which are to be considered as incorporated herein.

IMPORTANT NOTICE TO THE INSURED

This Certificate is a legal contract. Please read it carefully to ensure that it is in accordance with your requirements and that you understand its terms and conditions. The insurance broker or agent or other intermediary who arranged this Insurance should be contacted immediately if any correction is necessary.

REGULATORY STATUS

This insurance is underwritten by Ascent Underwriting LLP of 10-12 Eastcheap, London, EC3M 1AJ on behalf of Underwriters at Lloyd's of London. Ascent Underwriting LLP is authorised and regulated by the Financial Conduct Authority (FCA). Ascent Underwriting LLP's FCA Registration Number is 605637. These details may be checked on the Financial Conduct Authority Register website at <http://www.fca.org.uk/firms/systems-reporting/register> or by contacting the Financial Conduct Authority on Tel: 0800 111 6768 (or from outside the United Kingdom on Tel: +44 20 7066 1000).



NUCLEAR INCIDENT EXCLUSION CLAUSE-LIABILITY-DIRECT (BROAD) (U.S.A.)

For attachment to insurances of the following classifications in the U.S.A., its Territories and Possessions, Puerto Rico and the Canal Zone:

Owners, Landlords and Tenants Liability, Contractual Liability, Elevator Liability, Owners or Contractors (including railroad) Protective Liability, Manufacturers and Contractors Liability, Product Liability, Professional and Malpractice Liability, Storekeepers Liability, Garage Liability, Automobile Liability (including Massachusetts Motor Vehicle or Garage Liability),

not being insurances of the classifications to which the Nuclear Incident Exclusion Clause-Liability-Direct (Limited) applies.

This Policy* does not apply:

- I. Under any Liability Coverage, to injury, sickness, disease, death or destruction:
 - (a) with respect to which an insured under the Policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
 - (b) resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the insured is, or had this Policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
- II. Under any Medical Payments Coverage, or under any Supplementary Payments Provision relating to immediate medical or surgical relief, to expenses incurred with respect to bodily injury, sickness, disease or death resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.
- III. Under any Liability Coverage, to injury, sickness, disease, death or destruction resulting from the hazardous properties of nuclear material, if:
 - (a) the nuclear material (1) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (2) has been discharged or dispersed therefrom;
 - (b) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or
 - (c) the injury, sickness, disease, death or destruction arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada this exclusion (c) applies only to injury to or destruction of property at such nuclear facility.

IV. As used in this endorsement:

"hazardous properties" include radioactive, toxic or explosive properties; "nuclear material" means source material, special nuclear material or by-product material; "source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act 1954 or in any law amendatory thereof; "spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor; "waste" means any waste material (1) containing by-product material and (2)

resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof; "nuclear facility" means

- (a) any nuclear reactor,



- (b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,
- (c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,
- (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste,

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations: "nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material. With respect to injury to or destruction of property, the word "injury" or "destruction" includes all forms of radioactive contamination of property.

It is understood and agreed that, except as specifically provided in the foregoing to the contrary, this clause is subject to the terms, exclusions, conditions and limitations of the Policy to which it is attached.

* NOTE: As respects policies which afford liability coverages and other forms of coverage in addition, the words underlined should be amended to designate the liability coverage to which this clause is to apply.

17/3/60
NMA1256

RADIOACTIVE CONTAMINATION EXCLUSION CLAUSE-LIABILITY-DIRECT (U.S.A.)

For attachment (in addition to the appropriate Nuclear Incident Exclusion Clause-Liability-Direct) to liability insurances affording worldwide coverage.

In relation to liability arising outside the U.S.A., its Territories or Possessions, Puerto Rico or the Canal Zone, this Policy does not cover any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.

13/2/64
NMA1477

SEVERAL LIABILITY NOTICE (INSURANCE)

The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

LSW1001



PREMIUM PAYMENT CLAUSE

The (Re)Insured undertakes that premium will be paid in full to Underwriters within 45 days of inception of this policy (or, in respect of instalment premiums, when due).

If the premium due under this policy has not been so paid to Underwriters by the 45th day from the inception of this policy (and, in respect of instalment premiums, by the date they are due) Underwriters shall have the right to cancel this policy by notifying the (Re)Insured via the broker in writing. In the event of cancellation, premium is due to Underwriters on a pro rata basis for the period that Underwriters are on risk but the full policy premium shall be payable to Underwriters in the event of a loss or occurrence prior to the date of termination which gives rise to a valid claim under this policy.

It is agreed that Underwriters shall give not less than 15 days prior notice of cancellation to the (Re)Insured via the broker. If premium due is paid in full to Underwriters before the notice period expires, notice of cancellation shall automatically be revoked. If not, the policy shall automatically terminate at the end of the notice period.

Unless otherwise agreed, the Leading Underwriter (and Agreement Parties if appropriate) are authorised to exercise rights under this clause on their own behalf and on behalf of all Underwriters participating in this contract.

If any provision of this clause is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability will not affect the other provisions of this clause which will remain in full force and effect

Where the premium is to be paid through a London Market Bureau, payment to Underwriters will be deemed to occur on the day of delivery of a premium advice note to the Bureau.

LSW3000 (11/01)

SMALL ADDITIONAL OR RETURN PREMIUMS CLAUSE (U.S.A.)

NOTWITHSTANDING anything to the contrary contained herein and in consideration of the premium for which this Insurance is written, it is understood and agreed that whenever an additional or return premium of \$2 or less becomes due from or to the Assured on account of the adjustment of a deposit premium, or of an alteration in coverage or rate during the term or for any other reason, the collection of such premium from the Assured will be waived or the return of such premium to the Assured will not be made, as the case may be

NMA1168



SPECIFIC PROVISIONS FOR ASSUREDS DOMICILED IN CALIFORNIA ONLY

NOTICE:

1. THE INSURANCE POLICY THAT YOU HAVE PURCHASED IS BEING ISSUED BY AN INSURER THAT IS NOT LICENSED BY THE STATE OF CALIFORNIA. THESE COMPANIES ARE CALLED "NONADMITTED" OR "SURPLUS LINE" INSURERS.
2. THE INSURER IS NOT SUBJECT TO THE FINANCIAL SOLVENCY REGULATION AND ENFORCEMENT THAT APPLY TO CALIFORNIA LICENSED INSURERS.
3. THE INSURER DOES NOT PARTICIPATE IN ANY OF THE INSURANCE GUARANTEE FUNDS CREATED BY CALIFORNIA LAW. THEREFORE, THESE FUNDS WILL NOT PAY YOUR CLAIMS OR PROTECT YOUR ASSETS IF THE INSURER BECOMES INSOLVENT AND IS UNABLE TO MAKE PAYMENTS AS PROMISED.
4. THE INSURER SHOULD BE LICENSED EITHER AS A FOREIGN INSURER IN ANOTHER STATE IN THE UNITED STATES OR AS A NON-UNITED STATES (ALIEN) INSURER. YOU SHOULD ASK QUESTIONS OF YOUR INSURANCE AGENT, BROKER, OR "SURPLUS LINE" BROKER OR CONTACT THE CALIFORNIA DEPARTMENT OF INSURANCE AT THE FOLLOWING TOLL-FREE TELEPHONE NUMBER 1-800-9274357 OR INTERNET WEB SITE WWW.INSURANCE.CA.GOV. ASK WHETHER OR NOT THE INSURER IS LICENSED AS A FOREIGN OR NON-UNITED STATES (ALIEN) INSURER AND FOR ADDITIONAL INFORMATION ABOUT THE INSURER. YOU MAY ALSO CONTACT THE NAIC'S INTERNET WEBSITE AT WWW.NAIC.ORG.
5. FOREIGN INSURERS SHOULD BE LICENSED BY A STATE IN THE UNITED STATES AND YOU MAY CONTACT THAT STATE'S DEPARTMENT OF INSURANCE TO OBTAIN MORE INFORMATION ABOUT THAT INSURER.
6. FOR NON-UNITED STATES (ALIEN) INSURERS, THE INSURER SHOULD BE LICENSED BY A COUNTRY OUTSIDE OF THE UNITED STATES AND SHOULD BE ON THE NAIC'S INTERNATIONAL INSURERS DEPARTMENT (IID) LISTING OF APPROVED NONADMITTED NON-UNITED STATES INSURERS. ASK YOUR AGENT, BROKER, OR "SURPLUS LINE" BROKER TO OBTAIN MORE INFORMATION ABOUT THAT INSURER.
7. CALIFORNIA MAINTAINS A LIST OF APPROVED SURPLUS LINE INSURERS. ASK YOUR AGENT OR BROKER IF THE INSURER IS ON THAT LIST, OR VIEW THAT LIST AT THE INTERNET WEB SITE OF THE CALIFORNIA DEPARTMENT OF INSURANCE: WWW.INSURANCE.CA.GOV.
8. IF YOU, AS THE APPLICANT, REQUIRED THAT THE INSURANCE POLICY YOU HAVE PURCHASED BE BOUND IMMEDIATELY, EITHER BECAUSE EXISTING COVERAGE WAS GOING TO LAPSE WITHIN TWO BUSINESS DAYS OR BECAUSE YOU WERE REQUIRED TO HAVE COVERAGE WITHIN TWO BUSINESS DAYS, AND YOU DID NOT RECEIVE THIS DISCLOSURE FORM AND A REQUEST FOR YOUR SIGNATURE UNTIL AFTER COVERAGE BECAME EFFECTIVE, YOU HAVE THE RIGHT TO CANCEL THIS POLICY WITHIN FIVE DAYS OF RECEIVING THIS DISCLOSURE. IF YOU CANCEL COVERAGE, THE PREMIUM WILL BE PRORATED AND ANY BROKER'S FEE CHARGED FOR THIS INSURANCE WILL BE RETURNED TO YOU.

LMA9098A
04 May 2017



COMPLAINTS PROCEDURE

It is our intention to provide you with a first class service. However, there may be occasions when you feel that this objective has not been achieved. Please direct any enquiry or complaint as follows:

1. If you have a complaint about the service you have received from your insurance advisor, please contact them directly.
2. If you have a complaint relating to a Claim handled by the Insurer, or a Claim handling agent appointed by the Insurer, please contact the Claims Manager at the address set out below.
3. If you have a complaint about any other aspect of the service you have received from the Insurer, please contact the Chief Operating Officer at complaints@ascentunderwriting.com or at the address set out below.

Ascent Underwriting LLP, 10-12 Eastcheap, London, EC3M 1AJ, United Kingdom

Please provide the following information with your complaint:

1. Your policy number and / or claim reference number (if applicable);
2. Your full name, address and telephone number;
3. Details of any previous correspondence relating to the matter;
4. The name of any claims handling organisation with whom you have been dealing, and their reference number (if applicable); and
5. State the nature and provide full details of your complaint.

Your complaint will be acknowledged, in writing, within 5 (five) business days of the complaint being made. You will also be informed of the name of one or more individuals that will be your point of contact regarding your complaint until the complaint is resolved or cannot be progressed any further. You will be provided with an update on the progress of the investigation of your complaint, in writing, within twenty business days of the complaint being made.

A decision on your complaint will be provided to you, in writing, within 40 (forty) business days of the complaint being made.

In the event that you remain dissatisfied, it may be possible in certain circumstances for you to refer the matter to the Complaints team at Lloyd's.

The address of the Complaints team at Lloyd's is:

Complaints
Lloyd's
One Lime Street
London EC3M 7HA

Telephone: 020 7327 5693
Fax: 020 7327 5225
E-mail: complaints@loyds.com
Website: www.loyds.com/complaints

Details of Lloyd's complaints procedures are set out in a leaflet "Your Complaint - How We Can Help" available at www.loyds.com/complaints and are also available from the above address.

The complaints handling arrangements above are without prejudice to your right to commence a legal action or an alternative dispute resolution proceeding in accordance with your contractual rights.





DATA BREACH SERVICES THROUGH CYBERSCOUT

We have partnered with CyberScout to provide our policyholders both proactive and post-breach services to help minimize the occurrence of a data breach, and provide expert assistance if one occurs.

PROACTIVE BREACH PREPARATION SERVICES

As an educational resource, our proactive breach preparedness site can provide you with the tools you need to better protect your sensitive data and teach you how to respond appropriately in the event of a data breach:

Notification Laws and Regulations – Keep on top of regulatory requirements and legislation that affects how you do business. Tools and guides to help understand state laws and federal statutes

Incidence Response Plan Template – Establish procedures for handling a breach and working with CyberScout to minimize the impact and potential fallout

Educational Resources – Data protection tips, breach scenarios, articles and best practices

To access the breach preparedness site:

www.ascentunderwriting.breachresponse.com

Log in initially using the following credentials:

Username: Ascentunderwriting

Password: Ascentunderwriting1

You will be prompted to create your own credentials. Please enter the policy number as shown on the certificate, and other requested information to create your own account

BREACH RESPONSE SERVICES

At the first sign of a breach, please call the CyberScout Breach Hotline:

1-844-858-9578

CyberScout's experts can help you quickly develop a clear breach response strategy and incident management plan:

Breach Counseling – Help determine whether a breach has occurred and assess the severity of the incident

Crisis Management – Time-saving professional service in handling a breach

Notification Assistance - Help in preparing notification letters that comply with regulatory requirements

Remediation Services – Recommendations on remediation services for impacted individuals

Media Relations Consulting – Public relations assistance to help restore your business' reputation

Legal Support – Documentation of steps taken and remediation services provided

Certificate Number ASH19F004275
Named Insured Good Samaritan Shelter, Inc
Period of Insurance From September 18, 2019 To September 18, 2020
(both days at 12.01a.m. Local Standard Time at the address shown of the Named Insured)

Endorsement No. 1

Amended Named Insured Endorsement

It is hereby understood and agreed that:

Item 1 **NAMED INSURED** of the Declarations is amended to read as follows and not as previously stated:

1 **NAMED INSURED** Good Samaritan Shelter, Inc

All other terms and conditions remain unchanged.

Dated September 11, 2019



Certificate Number ASH19F004275
Named Insured Good Samaritan Shelter, Inc
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Endorsement No. 2

Contingent Bodily Injury Endorsement

It is hereby understood and agreed that:

Paragraph H of Section **VIII. WHAT WE DO NOT COVER: EXCLUSIONS** shall be amended to read as follows:

- H. **Bodily injury**, except that this exclusion shall not apply to:
1. wrongful infliction of emotional distress or mental anguish arising out of **technology services, multimedia, privacy event, security event, or a breach of privacy regulations**; or
 2. **claims** arising from a **privacy event, a security event, or a breach of privacy regulations**;

Our maximum liability for the coverage extension under Paragraph H, section 2, of this endorsement, and to the extent this is covered by this policy, per **claim** and in the aggregate is USD 250,000. This amount is part of and not in addition to Limit of Liability as set forth in item 3 of the Declarations.

All other terms and conditions remain unchanged.

Dated September 11, 2019



Certificate Number ASH19F004275
Named Insured Good Samaritan Shelter, Inc
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Endorsement No. 3

Cyber Terrorism Endorsement

It is hereby understood and agreed that:

Paragraph R of Section **VIII. WHAT WE DO NOT COVER: EXCLUSIONS** shall be amended to read as follows:

- R. All losses or expenses arising from a terrorist act unless such act is perpetrated electronically. For the purposes of this agreement, a terrorist act means an act or series of acts including the use of force or violence of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s), committed for political, religious, or ideological purposes, including the intention to influence any government and/or to put the public in fear for such purposes;

All other terms and conditions remain unchanged.

Dated September 11, 2019



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Endorsement No. 4

Deductible Waiver Endorsement

It is hereby understood and agreed that:

Section **IV.DEDUCTIBLE**, shall be amended to read as follows:

IV. DEDUCTIBLE

A. The **deductible** amount set forth in item 4 of the Declarations shall apply to each and every claim. The deductible shall be satisfied by your payment of amounts covered under the policy. If a claim attaches to more than one Insuring Module, only the highest deductible applies.

B. Notwithstanding the foregoing paragraph or deductibles stated within any attaching endorsement to this policy;

In respect of any claim arising under this policy, the deductible applicable shall be amended to USD 0 provided that such claim is notified to those individuals detailed within item 7 of the Declarations, in accordance with Section XI of this policy, and members of Ascent's approved panel as listed below are utilized with respect to such claim. A member of Ascent's approved panel will be appointed by mutual consent of Ascent and you. If you choose not to utilize a member of Ascent's approved panel, then the deductible stated within item 4 of the Declarations shall apply.

Nothing contained in this paragraph is intended to amend Section XIII. C of this policy or paragraph E below.

C. Your payment of the applicable deductible is a condition precedent to the payment by us of any amounts covered under this policy and we shall only be liable for the amount in excess of deductible, not to exceed our total Limit of Liability as stated in item 3 of the Declarations. You shall make direct payments within the deductible to the appropriate parties.

D. All claims arising out of the same, related, or continuing acts, facts, or circumstances, without regard to the number of insureds, claims, or claimants shall be considered a single claim and only one deductible shall apply. All such claims shall be deemed to have been made at the time of the first such claim.

E. We will not indemnify you in respect of loss of business income incurred during the time of the waiting period listed in item 4 of the Declarations.

Schedule of approved Counsel

Mullen Coughlin
Clark Hill PLC
Wilson Elser

Schedule of approved notification firms

Cyberscout
Experian

Schedule of approved forensics

Crypsis
Kivu

Schedule of approved credit monitoring and identity theft monitoring firms

Experian
AllClearID



Schedule of approved Public Relations Consultants
Fleishman-Hillard

Ascent reserves the right to amend this Schedule of approved vendors.

All other terms and conditions remain unchanged.

Dated September 11, 2019



Certificate Number ASH19F004275
Named Insured Good Samaritan Shelter, Inc
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Endorsement No. 5

Dependent Network Interruption and Recovery Endorsement

It is hereby understood and agreed that:

This policy is amended as follows:

1. The following additional **INSURING MODULE** is added to **I. WHAT WE COVER: INSURING MODULES:**

DEPENDENT NETWORK INTERRUPTION AND RECOVERY

We shall indemnify you for network expenditure that exceeds your deductible as stated within item 4 of the Declarations, and for loss of business income and reputational damage incurred during the restoration period after expiration of the applicable waiting period as stated within item 4 of the Declarations, resulting from a dependent network event sustained by you and notified by you to us in writing, in accordance with Section XI of this policy, during the policy period or any extended reporting period, if applicable, provided that such event(s) occurred on or after the retroactive date.

2. The following is added to Item 3(A) of the Declarations:

DEPENDENT NETWORK INTERRUPTION AND RECOVERY:

USD 250,000 Each claim and in the aggregate

3. The following is added to Item 4 of the Declarations:

DEPENDENT NETWORK INTERRUPTION AND RECOVERY:

USD 1,000 Each and every claim

4. For the purpose of the coverage provided under DEPENDENT NETWORK INTERRUPTION AND RECOVERY only, and subject to the Limit of Liability stated above, it is agreed that paragraph B of Section **XI. NOTICE OF CLAIM OR CIRCUMSTANCE THAT MIGHT LEAD TO A CLAIM** is amended to read as follows:

- B. If you have any claim under Insuring Module(s) 5, 6, 7, 8, 9, 10 11 or the DEPENDENT NETWORK INTERRUPTION AND RECOVERY Insuring Module, then, you shall immediately forward to us notice through persons named in item 7 of the Declarations, as soon as practicable after your Chief Information Officer, Risk Manager, General Counsel, Chief Operations Officer, Chief Executive Officer or their functional equivalents within the legal entity(s) shown in item 1 of the Declarations have first become aware of such claim, provided that such notice is not received by us more than fourteen (14) days after the expiration of the policy period.

5. For the purpose of the coverage provided under DEPENDENT NETWORK INTERRUPTION AND RECOVERY only, and subject to the Limit of Liability stated above, it is agreed that Section **VIII. DEFINITIONS** is amended to include the following:



Dependent computer network(s) means computing resources that are delivered as a service over a network or the internet (commonly known as "cloud computing"), your outsourced data center and/or other premises where your data or computing resources are stored or managed by a third party under a written contract.

Dependent network event means loss sustained by you in connection with your dependent computer network(s) arising from:

1. A security event: privacy event or a breach of privacy regulations;
 2. Computer virus;
 3. Malicious code;
 4. Accidental corruption or destruction of your data because of human error;
 5. Damage or destruction of hardware, so that your data stored is not machine readable;
 6. Malfunction or failure of your dependent computer network;
 7. Programming error; or
 8. Natural disaster, but only in respect of your network expenditure due to corruption, destruction, or damage to your data and not in respect of any loss of business income.
6. For the purpose of the coverage provided under DEPENDENT NETWORK INTERRUPTION AND RECOVERY only, and subject to the Limit of Liability stated above, it is agreed that Section VII. DEFINITIONS, paragraph D, is amended to include:
7. A dependent network event
7. For the purpose of the coverage provided under DEPENDENT NETWORK INTERRUPTION AND RECOVERY only, and subject to the Limit of Liability stated above, it is agreed that Paragraphs U, DD, RR and SS of Section VII. DEFINITIONS are amended to read as follows:
- U. **Loss of business income** means the net income (net profit or loss before income taxes) that you would have earned had no network event or dependent network event occurred.
- Loss of business income** does not include reputational damage, computer fraud, electronic theft, social engineering fraud or telecommunications fraud.
- DD. **Network expenditure** means costs incurred with our consent and authorized by us arising from a network event or dependent network event, which may include:
1. Your actual costs to restore, re-collect, or replace data, including expenses for materials, working time, and overhead cost allocation at the affected location(s) associated with restoring or replacing data;
 2. Your reasonable and necessary costs and expenses incurred with our consent of specialists, investigators, forensic auditors, breach counsel or loss adjusters retained by you for the purpose of conducting a review or audit to substantiate that a network event is occurring or has occurred, or to determine the scope, cause, or extent of any theft or unauthorized disclosure of information or data, including when your portable media and data storage devices are away from your premises;



3. Your reasonable and necessary costs and expenses for the use of rented, leased, or hired external equipment, services, labor, premises, or additional operating costs, including staff overtime and expenditure, provided that these costs and expenses were reasonably incurred as a result of a **network event** or **dependent network event**; or
4. Any other reasonable and necessary costs and expenses that you incur directly as a result of a **network event** or **dependent network event**.

Network expenditure does not include loss of profits or loss of business income or reputational damage. Network expenditure is part of, and not in addition to, the Limit of Liability stated within item 3 of the Declarations.

RR. Reputational damage means your loss of net income (net profit or loss before income taxes) due to;

1. Termination of your services contract by one of your client(s) and/or;
2. Reduction in the value of your business and brands;

Where such loss arises directly from a **network event** or **dependent network event**.

SS. Restoration Period means the period of time that commences upon the date when the **network event** or **dependent network event** began and ends on the earlier of

1. The date when your computer network is repaired or restored or could have been repaired or restored with reasonable speed to the same condition, functionality and level of service that existed prior to the **network event** or **dependent network event** plus no more than thirty (30) days after the restoration of your computer network; or
2. Twelve (12) months after the **network event** or **dependent network event** began.

8. For the purpose of the coverage provided under DEPENDENT NETWORK INTERRUPTION AND RECOVERY only, and subject to the Limit of Liability stated above, it is agreed that Section XII. **CALCULATION OF LOSS PROVISIONS REGARDING LOSS OF BUSINESS INCOME, INTANGIBLE ASSET AND REPUTATIONAL DAMAGE** is amended to read as follows:

XII. CALCULATION OF LOSS PROVISIONS REGARDING LOSS OF BUSINESS INCOME, INTANGIBLE ASSET AND REPUTATIONAL DAMAGE

In the event of loss occurring under Insuring Modules 5, 9, 10, 11, and/or the DEPENDENT NETWORK INTERRUPTION AND RECOVERY Insuring Module, and if you and us cannot agree on a loss amount, then an auditor and/or a loss adjuster will be appointed by mutual agreement of us and you to calculate the amount of loss. If such an agreement cannot be reached, we will appoint the auditor and/or loss adjuster subject to your consent, such consent not to be unreasonably withheld. We will pay the cost and expense related to the auditor and/or loss adjuster that exceed your deductible as stated in Item 4 of the Declarations. Such payment will be applied against the applicable Limit of Liability.

Requests made by you for indemnity by us shall be accompanied by a computation of the loss consistent with this section of the policy. This shall set out in detail how the loss has been calculated and what assumptions have been made. You shall produce any documentary evidence, including any applicable reports, books of accounts, bills, invoices, and other vouchers and copies of such which we may require, and you shall afford us or our agent every assistance in their investigations.



Any claims payment under this Section will, where applicable, be reduced by the extent to which you:

- A. Use damaged or undamaged data, or intangible asset, or
- B. Make use of available stock, merchandise, or other data or intangible asset; or
- C. Use substitute facilities, equipment, or personnel.

LOSS OF BUSINESS INCOME UNDER INSURING MODULE 5 AND THE DEPENDENT NETWORK INTERRUPTION AND RECOVERY INSURING MODULE AND REPUTATIONAL DAMAGE UNDER INSURING MODULE 11

The calculation of loss regarding **loss of business income** and **reputational damage** under Insuring Module(s) 5, 11 and the **DEPENDENT NETWORK INTERRUPTION AND RECOVERY** Insuring Module will be based on the loss of the net income incurred during the **restoration period** attributable to a **network event** or **dependent network event**, and shall be based on an analysis of the revenues and costs generated during each month of the twelve (12) months prior to the loss occurring and will also take into account the reasonable projection of future profitability or otherwise had no loss occurred and will include all material changes in market conditions that would affect the profits generated.

The purpose of the calculation of **loss of business income** and **reputational damage** is to put you in the position that you would have been in had no **network event** or **dependent network event** been incurred

INTANGIBLE ASSET UNDER INSURING MODULE 9 AND 10

The calculation of loss regarding **intangible asset** under Insuring Modules 9 and 10 will be based solely on loss of the net income attributable to **electronic theft**, **computer fraud** or **social engineering fraud** and shall be based on an analysis of the revenues and costs generated during each month of the twelve (12) months prior to the loss occurring and will also take into account the reasonable projection of future profitability or otherwise had no loss occurred and will include all material changes in market conditions that would affect the profits generated.

Any dispute that arises between you and us regarding the calculation of loss shall be resolved in accordance with Section XXII

DISPUTE RESOLUTION.

All other terms and conditions remain unchanged.

Dated September 11, 2019



Certificate Number ASH19F004275
Named Insured Good Samaritan Shelter, Inc
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Endorsement No. 6

ECC Amendatory Endorsement

It is hereby understood and agreed that:

Section **VII. DEFINITIONS**, paragraphs A, K, EE, FF, GG, ZZ are amended to read as follows:

- A. **Application** means all application forms, including any attachments thereto, and all other information and materials submitted, within twelve months prior to the inception date, to us by you or on your behalf in connection with the underwriting of this policy. All such applications, attachments, information, and materials are deemed attached to and incorporated into this policy.
- K. **Data** means any machine readable information, including ready for use programs or electronic data, irrespective of the way it is used and rendered including, but not limited to, text or digital media or digital images of documents.
- EE. **Network extortion monies** means:
1. Monies payable by you, with our prior written consent, where it is practical to wait for such written consent, such consent not to be unreasonably withheld to a person(s) or entity(ies) reasonably believed to present a network extortion threat for the purpose of terminating such a threat; or
 2. Other reasonable and necessary costs and expenses payable by you with our prior written consent where it is practical to wait for such written consent, such consent not to be unreasonably withheld directly resulting from a network extortion threat.
- FF. **Network extortion threat** means a credible threat or series of related threats, including a demand for funds, money, security, bitcoins, property or services directed at you and threatening:
1. corruption, damage, and/or destruction to any aspect of your computer network;
 2. introduction of a computer virus, malicious code (including ransomware), or a denial of service to any aspect of your computer network;
 3. the release or disclosure of confidential and personal information which resides within your computer network;
- GG. **Notification expenses** means those reasonable and necessary legal expenses, postage expenses, and related advertising and public relations expenses you incur with our consent and which are approved by us:
1. to mitigate damage to your brand; or
 2. to comply with governmental privacy legislation mandating notification to affected individuals or regulators: in the event of a security event, privacy event, or breach of privacy regulations that results in the compromise or potential compromise of personal information maintained by you or otherwise residing on a computer network operated by you or on your behalf.
- ZZ. **Subsidiary(ies)** means:



1. Any entity of which more than fifty percent (50%) of the issued and outstanding shares or voting rights are owned by you, on or before the commencement of the policy period; or
2. Any entity which becomes a **subsidiary** during the **policy period** provided that such entity does not represent more than a twenty five (25%) increase in your total assets, employee count or gross revenue as of the date of the acquisition. Where such entity represents an increase in your total assets, employee count or gross revenue of more than twenty five (25%), such entity shall be deemed a **subsidiary** under this policy, but only upon the condition that within forty five (45) days of it becoming a **subsidiary**, you shall have provided us with full particulars of the new **subsidiary** and agreed to any additional premium and/or amendment of the provisions of this policy required by us relating to such new **subsidiary**, subject to advanced receipt, review and acceptance by us of full and complete underwriting information.

Section **VIII. WHAT WE DO NOT COVER: EXCLUSIONS**, paragraphs F and G are amended to read as follows:

- F. Any **claim** made by an insured against another insured, unless such **claim** is:
1. brought by an **employee** under Insuring Modules 1 or 6;
 2. the result of your actual or alleged **security and privacy wrongful act(s), multimedia and intellectual property wrongful act(s), and/or professional wrongful act(s)** as provided by the contract between you and any party covered under section VI. (F); or
 3. brought by an insured in their capacity of a customer or client
- G. Your malicious, fraudulent, dishonest, or criminal act as determined in a final adjudication in the underlying action. Notwithstanding the foregoing, the insurance afforded by this policy shall apply to **claims expenses** incurred in defending any such **claim** until final adjudication, but shall not apply to any **damages** that you might become legally obligated to pay. We will have the right to recover those **claims expenses** incurred from those parties found to have committed malicious, fraudulent, dishonest, or criminal acts by a court, jury, or arbitrator. However, this exclusion does not bar coverage for the actions of a rogue **employee**, or coverage afforded under Insuring Module 9. For purposes of this exclusion, "rogue **employee**" means an **employee** who acts maliciously, fraudulently, dishonestly or criminally without the knowledge or consent of your Chief Information Officer, Risk Manager, General Counsel, Chief Operations Officer, Chief Executive Officer or their functional equivalents within the legal entity(s) shown in item 1 of the Declarations;

Section **X. EXTENDED REPORTING PROVISIONS**, is amended to read as follows.

- A. **Automatic Extended Reporting Period:** If either you or us shall cancel or non-renew this policy, you shall have the right following the effective date of such cancellation or non-renewal, to a period of sixty (60) days thereafter in which to give written notice to us of **claims** relating to those Insuring Module(s) purchased as shown in the Declarations, provided that any actual or alleged wrongful acts under Insuring Module(s) 1, 2, 3, or 4, **network event** under Insuring Module(s) 5 or 11, **security event, privacy event, or breach of privacy regulations** under Insuring Module 6, **privacy event, security event, or breach of privacy regulations** under Insuring Module 7, **network extortion threat** under Insuring Module 8, or **security event** under Insuring Module 9 or 10, all if applicable, occurred prior to the end of the **policy period** and are otherwise covered by this policy, and are reported to us during the **automatic extended reporting period**, and subject to the conditions set forth herein.
- B. **Extended Reporting Period Endorsement:** In the event of cancellation or non-renewal of this policy by you or us, you shall have the right, upon payment in full and not proportionally or otherwise in part of:
1. Seventy five percent (75%) of the gross annual premium set forth in item 6 of the Declarations to have issued an endorsement providing a 12-month **extended reporting period** for **claims** relating to those Insuring Module(s) purchased as shown in the Declarations, provided that any actual or alleged wrongful acts under Insuring Module(s) 1, 2,



- 3, or 4, **network event** under Insuring Module(s) 5 or 11, **security event**, **privacy event**, or **breach of privacy regulations** under Insuring Module 6, **privacy event**, **security event**, or **breach of privacy regulations** under Insuring Module 7, **network extortion threat** under Insuring Module 8, or **security event** under Insuring Module 9 and 10, all if applicable, occurred prior to the end of the **policy period** and are otherwise covered by this policy and are reported to us during the **extended reporting period**, and subject to the conditions set forth herein; or
2. One hundred and twenty five (125%) of the gross annual premium set forth in item 6 of the Declarations to have issued an endorsement providing a 24-month **extended reporting period** for **claims** relating to those Insuring Module(s) purchased as shown in the Declarations, provided that any actual or alleged wrongful acts under Insuring Module(s) 1, 2, 3, or 4, **network event** under Insuring Module(s) 5 or 11, **security event**, **privacy event**, or **breach of privacy regulations** under Insuring Module 6, **privacy event**, **security event**, or **breach of privacy regulations** under Insuring Module 7, **network extortion threat** under Insuring Module 8, or **security event** under Insuring Module 9 and 10, all if applicable, occurred prior to the end of the **policy period** and are otherwise covered by this policy and are reported to us during the **extended reporting period**, and subject to the conditions set forth herein.
 3. Two hundred percent (200%) of the gross annual premium set forth in item 6 of the Declarations to have issued an endorsement providing a 36-month **extended reporting period** for **claims** relating to those Insuring Module(s) purchased as shown in the Declarations, provided that any actual or alleged wrongful acts under Insuring Module(s) 1, 2, 3, or 4, **network event** under Insuring Module(s) 5 or 11, **security event**, **privacy event**, or **breach of privacy regulations** under Insuring Module 6, **privacy event**, **security event**, or **breach of privacy regulations** under Insuring Module 7, **network extortion threat** under Insuring Module 8, or **security event** under Insuring Module 9 and 10, all if applicable, occurred prior to the end of the **policy period** and are otherwise covered by this policy and are reported to us during the **extended reporting period**, and subject to the conditions set forth herein.

In order for the **named insured** to purchase the **extended reporting period**, the payment of the additional premium must be paid to us within thirty (30) days of the non-renewal or cancellation.

- C. The Limit of Liability for the above **extended reporting periods** shall be part of, and not in addition to, the Limit of Liability for the **policy period**.
- D. Our quotation of a different premium, deductible, or Limit of Liability or changes in policy language for the purpose of renewal shall not constitute a refusal to renew by us.
- E. The right to the **extended reporting period** shall not be available to the **named insured** where cancellation or non-renewal by us is because of non-payment of premium or your failure to pay amounts within the applicable deductible.
- F. All notices and premium payments with respect to the **extended reporting period** shall be directed to us through your insurance agent or broker.
- G. At the commencement of the **extended reporting period** in Paragraph B above, the entire premium shall be deemed earned and in the event the **named insured** terminates the **extended reporting period** for any reason prior to its natural expiration, we will not be liable to return any premium paid for the **extended reporting period**.

Section **XV. OTHER INSURANCE** is amended to read as follows.

XV. OTHER INSURANCE

This policy shall apply as primary.

It is hereby understood and agreed that **XVIII. CANCELLATION BY YOU** is amended to read as follows.

XVIII. CANCELLATION BY YOU



If this policy is cancelled by you, we will refund the remaining unearned premium computed on a daily pro rata basis. No premium will be refunded where any claims or circumstances have been notified under this policy.

It is hereby understood and agreed that **XXV. WARRANTY BY YOU**, is amended to read as follows.

By acceptance of this policy, all insureds agree that the statements contained in the application, any application for insurance if this policy is a renewal, and any supplemental materials submitted therewith are their agreements and representations, which shall be deemed material to the risk assumed by us, and that this policy is issued in reliance upon the truth thereof.

The application, and any supplemental materials submitted to us are deemed incorporated into and made a part of this policy.

We will not exercise our right to avoid this policy and therefore shall afford coverage under this policy to those of you who did not personally misstate, misrepresent or non-disclose statements and information in the application for this insurance including any supplemental materials.

All other terms and conditions remain unchanged.

Dated September 11, 2019



Certificate Number ASH19F004275
Named Insured Good Samaritan Shelter, Inc
Period of Insurance From September 18, 2019 To September 18, 2020
(both days at 12.01a.m. Local Standard Time at the address shown of the Named Insured)

Endorsement No. 7

Notice of Terrorism Insurance Coverage LMA9105 Endorsement

**POLICYHOLDER DISCLOSURE
NOTICE OF TERRORISM
INSURANCE COVERAGE**

Coverage for acts of terrorism is already included in the policy (including any quotation for insurance) to which this notice applies. You should know that, under the policy, any losses caused by certified acts of terrorism would be partially reimbursed by the United States under a formula established by federal law. Under this formula, the United States pays 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 insurer providing the coverage. However, your policy may contain other exclusions which might affect your coverage, such as exclusion for nuclear events. 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 an air carrier or vessel 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. 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 exceeds \$100 billion in any one calendar year. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced.

I ACKNOWLEDGE THAT I HAVE BEEN NOTIFIED THAT UNDER THE TERRORISM RISK INSURANCE ACT OF 2002, AS AMENDED, ANY LOSSES CAUSED BY CERTIFIED ACTS OF TERRORISM UNDER MY POLICY COVERAGE WILL BE PARTIALLY REIMBURSED BY THE UNITED STATES, SUBJECT TO A \$100 BILLION CAP THAT MAY REDUCE MY COVERAGE.

SPECIAL NOTICE

YOU HAVE THE OPTION TO DELETE THE COVERAGE PROVIDED BY THE ENDORSEMENT. IF YOU SHOULD DECLINE THIS COVERAGE, THEN PLEASE DO SO IMMEDIATELY IN WRITING TO YOUR INSURANCE AGENTS. A FURTHER ENDORSEMENT WILL BE SUPPLIED TO YOU. NO RETURN PREMIUM WILL BE DUE UNDER THIS POLICY IF YOU ELECT NOT TO PARTICIPATE.

12 January 2015
LMA9105
Form approved by Lloyd's Market Association

All other terms and conditions remain unchanged.

Dated September 11, 2019



Certificate Number ASH19F004275
Named Insured Good Samaritan Shelter, Inc
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Endorsement No. 8

Notification Expenses Outside Total Limit of Liability Endorsement

It is hereby understood and agreed that:

This policy is amended as follows:

1. **INSURING MODULE 6: (EVENT SUPPORT EXPENSES)** is deleted in its entirety and replaced with the following:

INSURING MODULE 6: (EVENT SUPPORT EXPENSES)

We shall pay on your behalf event management costs support and credit monitoring expenses, and third party event support expenses which exceed your deductible as stated within item 4 of the Declarations, when such costs and expenses are incurred, following a security event, privacy event, social media event or breach of privacy regulations and notified by you to us in writing, in accordance with Section XI of this policy, during the policy period or any extended reporting period, if applicable, provided that such event(s) or breach(es) occurred on or after the retroactive date.

2. The following additional **INSURING MODULE** is added to **I. WHAT WE COVER: INSURING MODULES:**

NOTIFICATION EXPENSES INSURING MODULE

We shall pay on your behalf notification expenses which exceed your deductible as stated within item 4 of the Declarations, when such costs and expenses are incurred, following a security event, privacy event, social media event or breach of privacy regulations and notified by you to us in writing, in accordance with Section XI of this policy, during the policy period or any extended reporting period, if applicable, provided that such event(s) or breaches (s) occurred on or after the retroactive date.

3. The following is added to Item 3(A) of the Declarations:

NOTIFICATION EXPENSES INSURING MODULE:

USD 500,000 Each claim and in the aggregate

4. The following is added to Item 4 of the Declarations.

NOTIFICATION EXPENSES INSURING MODULE:

USD 1,000 Each and every claim

5. The following additional provision is added to Section **XI. NOTICE OF CLAIM OR CIRCUMSTANCE THAT MIGHT LEAD TO A CLAIM:**

If you have any claim under the Notification Expenses Insuring Module, then you shall immediately forward to us notice through persons named in Item 7 of the Declarations, as soon as practicable after your Chief Technology Officer, Risk



Manager, General Counsel, Chief Operations Officer, Chief Executive Officer or their functional equivalents within the legal entity(s) shown in Item 1 of the Declarations have become aware of such **claim**, provided that such notice is not received more than fourteen (14) days after the expiration of the **policy period**.

6. Section **III. LIMIT OF LIABILITY** is deleted in its entirety and replaced with the following:

III. LIMIT OF LIABILITY

- A. The Limits of Liability set forth in item 3(A) of the Declarations shall be the limit of our liability for each **claim** and in the aggregate arising under each Insuring Module, including **claims expenses**, where applicable.
- B. The Limit of Liability set forth in item 3(B) of the Declarations shall be our total Limit of Liability under this policy regardless of the number of Insuring Modules that apply, including **claims expenses** where applicable. However, the Limit of Liability solely for the Notification Expenses Insuring Module, as set forth in item 3(A) of the Declarations, is in addition to the Limit of Liability set forth in item 3(B).
- C. Notwithstanding the aggregate Limit of Liability under each Insuring Module as set forth in item 3(A) of the Declarations, all payments made under this policy, regardless of the number of Insuring Modules that apply, will reduce the total Limit of Liability set forth in item 3(B) of the Declarations. However, the Limit of Liability solely for the Notification Expenses Insuring Module, as set forth in item 3(A) of the Declarations, is in addition to the Limit of Liability set forth in item 3(B).
- D. All **claims** arising out of the same, related, or continuing acts, facts, or circumstances, without regard to the number of insureds, **claims**, or claimants shall be considered a single **claim** and:
- with respect to Insuring Modules 1 through 11, only one Limit of Liability, as set forth in item 3(A) of the Declarations, will apply; and
 - with respect to the Notification Expenses Insuring Module, only one Limit of Liability, as set forth in item 3(A) of the Declarations, will apply.
- All such **claims** shall be deemed to have been made at the time of the first such **claim**.
- E. In the event that a **claim** is notified by you, in accordance with Section XI of this policy, and attaches to more than one Insuring Module, only: (1) one Limit of Liability with respect to Insuring Modules 1 through 11, as set forth in item 3(A) of the Declarations, shall apply; and (2) one Limit of Liability with respect to the Notification Expenses Insuring Module, as set forth in item 3(A) of the Declarations, shall apply. In such event, at most, with respect to Insuring Modules 1 through 11, only the highest of the applicable Limits of Liability shall apply to such **claim**. We have the sole discretion to allocate **claims** paid, if any, against the appropriate applicable Limit of Liability. With regard to such **claim**, in no event shall the amount paid by us under any Insuring Module be greater than the Limit of Liability set forth in item 3(A) of the Declarations.
- F. The Limits of Liability for the extended reporting period, if applicable, shall be part of and not in addition to the Limit of Liability for the policy period.

All other terms and conditions remain unchanged.

Dated September 11, 2019



Certificate Number ASH19F004275
Named Insured Good Samaritan Shelter, Inc
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(both days at 12.01a.m. Local Standard Time at the address shown of the Named Insured)

Endorsement No. 9

Payment Card Industry Fines and Assessments Endorsement

It is hereby understood and agreed that:

1. The following Insuring Module is added under **I. WHAT WE COVER: INSURING MODULES**

PAYMENT CARD INDUSTRY FINES AND ASSESSMENTS INSURING MODULE

We shall pay on your behalf Payment Card Industry fines and assessments owed by you under the terms of a Merchant Services Agreement in excess of your deductible as stated within item 4 of the Declarations, which you become legally obligated to pay as a result of any claim first made against you and notified by you to us in writing, in accordance with Section XI of this policy, during the policy period or any extended reporting period, if applicable, arising solely from a privacy event or security event.

2. Item 3(A) of the Declarations is amended to include the following:

PAYMENT CARD INDUSTRY FINES AND ASSESSMENTS INSURING MODULE:

USD 500,000 Each claim and in the aggregate including claims expenses

3. Item 4 of the Declarations is amended to include the following:

PAYMENT CARD INDUSTRY FINES AND ASSESSMENTS INSURING MODULE:

USD 1,000 Each and every claim including claims expenses

4. For the purpose of the coverage provided under PAYMENT CARD INDUSTRY FINES AND ASSESSMENTS INSURING MODULE only, and subject to the Limit of Liability stated above, it is agreed that Section **VII. DEFINITIONS, D. Claim**, is amended to include:

7. A written demand or civil suit by a financial institution, credit card association or payment card processor alleging that you must pay Payment Card Industry fines and assessments under its Merchant Services Agreement with you as the result of the unauthorized acquisition of cardholder data as defined under the Payment Card Industry Data Security Standard.

5. For the purpose of the coverage provided under PAYMENT CARD INDUSTRY FINES AND ASSESSMENTS INSURING MODULE only, and subject to the Limit of Liability stated above, it is agreed that Paragraphs M and T of Section **VIII. WHAT WE DO NOT COVER: EXCLUSIONS**, are deleted in their entirety and replaced with the following:

- M. Any breach of any express, implied, actual, or constructive contract, warranty, guarantee, or promise, or the liability of others assumed by you under any contract or agreement, but this exclusion does not apply to:

1. Any liability or obligation you would have in the absence of such contract or agreement;
2. Unintentional breach of contract, but only with respect to technology services; or



3. A breach of your privacy policy;
 4. Third party event support expenses; or
 5. Any otherwise covered claim under PAYMENT CARD INDUSTRY FINES AND ASSESSMENTS INSURING MODULE owed by you under the terms of a Merchant Services Agreement
- T. Any charge backs, interchange fees, discount fees or prospective service fees arising out of any agreement by you to comply with or follow the Payment Card Industry Data Security Standards or any Payment Card Company rules; or implement, maintain, or comply with any security measures or standards related to any payment card data.
6. For the purpose of the coverage provided under PAYMENT CARD INDUSTRY FINES AND ASSESSMENTS INSURING MODULE only, and subject to the Limit of Liability stated above, Section II. **DEFENSE, SETTLEMENT, AND INVESTIGATION OF CLAIMS**, paragraphs A. and D. are deleted and replaced with the following:
- A. With respect to Insuring Modules 1, 2, 3, 4, 7 and the PAYMENT CARD INDUSTRY FINES AND ASSESSMENTS INSURING MODULE, we shall have the right and duty to defend any claim by a third party against you seeking payment under the terms of this policy, even if any of the allegations of the claim are groundless, false, or fraudulent, and subject to the Limit of Liability, exclusions, and other terms and conditions of this policy. You shall seek our consent, which shall not be unreasonably withheld, prior to appointment of defense counsel.
 - D. With respect to Insuring Modules 1, 2, 3, 4, 7 and the PAYMENT CARD INDUSTRY FINES AND ASSESSMENTS INSURING MODULE, if you refuse to consent to any settlement or compromise recommended by us that is acceptable to the claimant and elect to contest the claim, our total liability for any damages, claims expenses, and other amounts covered under this policy shall not exceed:
 1. The amount for which the claim could have been settled, less the remaining deductible, plus the claims expenses incurred up to the time of such refusal; and
 2. Eighty percent (80%) of any damages, claims expenses, or other amounts covered under this policy incurred after the date such settlement or compromise was recommended to you. The remaining twenty percent (20%) of such damages, claims expenses, or other amounts covered under this policy are to be borne by you at your own risk and uninsured under this policy.
- or the unexhausted portion of the applicable Limit of Liability, whichever is less.
7. For the purpose of the coverage provided under PAYMENT CARD INDUSTRY FINES AND ASSESSMENTS INSURING MODULE only, and subject to the Limit of Liability stated above, Section XI. **NOTICE OF CLAIM OR CIRCUMSTANCE THAT MIGHT LEAD TO A CLAIM**, A. is deleted and replaced with:
- A. If any claim is made against you under Insuring Module(s) 1, 2, 3, 4, or the PAYMENT CARD INDUSTRY FINES AND ASSESSMENTS INSURING MODULE then you shall forward every demand, notice, summons or other information received by you or your representative to us, through persons named in item 7 of the Declarations, as soon as practicable after your Chief Information Officer, Risk Manager, General Counsel, Chief Operations Officer, Chief Executive Officer or their functional equivalents within the legal entity(s) shown in Item 1 of the Declarations have first become aware of such claim, provided that such demand, notice summons or other information is not received more than fourteen (14) days after the expiration of the policy period.

All other terms and conditions remain unchanged.

Dated September 11, 2019



Certificate Number ASH19F004275
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Endorsement No. 10

Bricking Endorsement

It is hereby understood and agreed that:

Definition DD. **Network expenditure** of Section VII. **DEFINITIONS** is amended to read as follows:

DD. **Network Expenditure** means costs incurred with our consent and authorized by us arising from a network event, which may include:

1. Your actual costs to restore, re-collect, or replace data, including expenses for materials, working time, and overhead cost allocation at the affected location(s) associated with restoring or replacing data;
2. Your reasonable and necessary costs and expenses incurred with our consent of specialists, investigators, forensic auditors, breach counsel or loss adjusters retained by you for the purpose of conducting a review or audit to substantiate that a network event is occurring or has occurred, or to determine the scope, cause, or extent of any theft or unauthorized disclosure of information or data, including when your portable media and data storage devices are away from your premises;
3. Your reasonable and necessary costs and expenses for the use of rented, leased, or hired external equipment, services, labor, premises, or additional operating costs, including staff overtime and expenditure, provided that these costs and expenses were reasonably incurred as a result of a network event; or
4. Your reasonable and necessary costs to replace or repair your hardware, provided that after reasonable efforts such hardware cannot be restored to the level of functionality that existed immediately prior to the network event and that the cost of replacing or repairing such hardware is more cost effective than the cost to restore, re-collect or replace your data. However, we will only pay the cost to restore or replace your hardware with identical or commercially equivalent equipment which performs the same functions to that which existed immediately prior to the network event occurring.
5. Any other reasonable and necessary costs and expenses that you incur directly as a result of a network event.

Network expenditure does not include loss of profits or loss of business income or reputational damage. **Network expenditure** is part of, and not in addition to, the Limit of Liability stated within item 3 of the Declarations.

It is further understood and agreed that:

Exclusion I. **Property Damage** of Section VIII. **WHAT WE DO NOT COVER: EXCLUSIONS** is amended to read as follows:

1. **Property damage**: except that this exclusion shall not apply to claims otherwise covered under Insuring Module 9 and/or 10, or otherwise covered as a result of a network event under Insuring Module 5.



It is agreed that Section **III. LIMIT OF LIABILITY**, is amended to include the following additional provision:

Our maximum liability for the coverage extension DD, **Network Expenditure** paragraph 4 under this endorsement, and to the extent this is covered by this policy, per claim and in the aggregate is USD 250,000. This amount is part of and not in addition to Limit of Liability as set forth in item 3 of the Declarations.

Our maximum liability for the coverage extension DD, **Network Expenditure** under paragraphs 1,2,3 and 5 under this endorsement, and to the extent this is covered by this policy, per claim and in the aggregate is as per item 3 of declarations. This amount is part of and not in addition to Limit of Liability as set forth in item 3 of the Declarations.

All other terms and conditions remain unchanged.

Dated September 11, 2019



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Endorsement No. 11

Post-Binding Subjectivity Condition Endorsement

It is hereby understood and agreed that:

This policy is issued expressly subject to satisfactory responses to the following within 7 days of the inception date of this Policy.

1. How many personally identifiable information records are held on your computer network (including those stored on your behalf on third party networks)? Note that these terms are on the assumption of less than 250,000 records, and accordingly, terms may change subject to confirmation.

If the above deadline is not met, this Policy will automatically be cancelled and void with effect from Inception.

If we deem the responses to be unsatisfactory, we may:

1. Cancel this Policy ab initio, or;
2. cancel this Policy as at such date and we shall be entitled to the pro rata proportion of the premium hereon, or;
3. impose any additional terms conditions, exclusions or additional premium charge as we may require

In the event we exercise our right to impose any additional terms, conditions, exclusions or additional premium charge then you shall have the right to refuse to accept such additional terms, conditions, exclusions or additional premium charge which will have the effect of cancelling this Policy as at the date such additional terms, conditions, exclusions or additional premium charge were imposed, and we shall be entitled to the pro rata proportion of the premium hereon.

All other terms and conditions remain unchanged.

Dated September 11, 2019

