

**KANSAS
HOLISTIC
DEFENDERS**

2518 Ridge CT #200
Lawrence, KS 66046
(785) 284-9835

June 17, 2024

Access to Justice Grant
Attn: Jeff Peter
Office of Judicial Administration
301 SW 10th Avenue, Room 337
Topeka, KS 66612-1507

Dear Mr. Peter,

Enclosed is the application for the Douglas County Civil Attorney Project and the Shawnee County Eviction Information Project presented by Kansas Holistic Defenders.

Within this application, you will find:

- The Project Proposals
 1. The Douglas County Civil Attorney Project (DCCAP)
 2. The Shawnee County Eviction Information Project
- Appendix A – Tax exempt letter and professional liability insurance policies;
- Appendix B – Board of Directors and KHD Bylaws;
- Appendix C – KHD’s current fiscal year budget (and 2025 projections);
- Appendix D – Audit report status statement; and
- Appendix E – Letters of support

Kansas Holistic Defenders has demonstrated how effective, holistic civil legal representation provides exceptional outcomes in eviction matters through the first year of our DCCAP program. Now, with your help, we would like to expand our services in Douglas County and extend further eviction assistance to Shawnee County. We thank you for any consideration given toward these projects and this proposal.

Sincerely,



Tamber Hepner, Co-Executive Director
Kansas Holistic Defenders



Sam Alison-Natale, Co-Executive Director
Kansas Holistic Defenders

Kansas Judicial Branch Access to Justice Grant Project

Project Form One:

1) Project Title: The Douglas County Civil Attorney Program (DCCAP)

2) Project Narrative

The housing crisis in the United States is undeniably a public health crisis of profound magnitude. According to the Center for Disease Control’s Healthy People 2030 initiative, social determinants such as housing and economic stability significantly impact an individual’s health outcomes¹. Additionally, research by Benfer from Loyola University Chicago School of Law emphasized that access to justice is critical in shaping social determinants of health. The overall health of a society is predicated upon the health of its individual members, and the impact that legal and systemic barriers have on one’s well-being can reverberate throughout their community.²

Despite a range of contributing factors—such as a shortage of affordable housing, soaring rental prices, and lax enforcement of housing quality standards— evictions are a key driver of the housing crisis. For many, an eviction is the juncture at which one transitions from being housed to being homeless. Yet eviction court proceedings are often one-sided; across the country, only 10% of tenants obtain legal representation, while landlords do so at a rate of 90%³.

In Kansas, the timeline from petition to trial is swift, with a 14-day turnaround from the answer hearing to the trial. Access to an attorney can have a significant impact on whether or not a tenant gets to remain in their home.

Between January 1 and December 31, 2023, 764 eviction cases were filed in Douglas County, Kansas, the highest – by far – in years. As shown in the chart below, eviction filings were much lower in the prior 4 years.⁴

Eviction Filings by Year – DGCO	2019	2020	2021	2022	2023
Orders for Writ of Restitution Issued	342	194	256	262	327
Total Evictions Filed	584	346	531	625	764
% Evictions with Writs Issued	58.56%	56.07%	48.21%	41.92%	42.80%

¹ Office of Disease Prevention and Health Promotion. "Social Determinants of Health." Healthy People 2030. U.S. Department of Health and Human Services. Accessed June 14, 2024. <https://health.gov/healthypeople/priority-areas/social-determinants-health>.

² Benfer, E. A. "Health Justice: A Framework (and Call to Action) for the Elimination of Health Inequity and Social Injustice." American University Law Review. Accessed June 14, 2024. <https://aulawreview.org/blog/health-justice-a-framework-and-call-to-action-for-the-elimination-of-health-inequity-and-social-injustice/>.

³ Benfer’s article cites this information from Matthew Desmond, Tipping the Scales in Housing Court, N.Y. Times (June 29, 2012), <https://www.nytimes.com/2012/11/30/opinion/tipping-the-scales-in-housing-court.html>.

⁴ (Data provided by Douglas County Housing & Human Services.)

KANSAS HOLISTIC DEFENDERS

In October 2023, with a grant from the Access to Justice committee, Kansas Holistic Defenders launched its Douglas County Civil Attorney Project (DCCAP) to provide civil legal services to individuals in Douglas County, Kansas. In the first 8 months of the project, KHD's civil attorney represented individuals in 62 cases, 44 of those being eviction cases - 9 of which are still pending. Of the 35 cases that have been resolved, 30 were dismissed or otherwise allowed the tenant to avoid an eviction order. The remaining 5 cases (14.3% of all resolved eviction cases represented by KHD's attorney) resulted in judgments for eviction and orders for Writs of Restitution. Cases resolved with an order of Writ of Restitution during this period resulted in significantly lower county-wide averages of 42%-59% over the past 5 years (please refer back to the chart provided above).

KHD strategies for meeting the goals of DCCAP include:

- A. Funding staff to provide high-quality legal representation, including:
 - a. a 1.0 FTE eviction defense attorney to represent tenant-defendants in evictions filed in Douglas County District Court,
 - b. a 0.30 FTE Senior Attorney to provide legal representation in more complex cases (including counterclaims, proactively filing new cases for tenant-plaintiffs when landlords are breaching their obligations to provide habitable dwellings or return tenants' security deposits) and to supervise and support the eviction defense attorney, and
 - c. a 0.50 FTE administrative support position
- B. Supporting DCCAP with investigative resources needed to support claims such as illegal evictions and breach of habitability.
- C. Expanding and strengthening partnerships with the Douglas County Self-Help Office, local housing organizations, and social service agencies, to leverage resources and support; and
- D. Implementing a data collection and evaluation system to track outcomes, measure program effectiveness, and identify areas for improvement.

Full-time eviction defense requires a narrow, laser-sharp focus on the constant stream of new cases that move forward as if on a conveyor belt. Every day comes with new fires to put out, whether a payment agreement is falling apart because the tenant lost their job or a client has experienced some other personal or familial emergency.

The addition of a small caseload for the Senior Attorney supported through DCCAP allows KHD to fulfill the demonstrated need for civil representation of KHD criminal defense clients and others referred by community partners in need of civil legal services, devising more-complex counterclaims for both tenants and others with civil legal needs. With additional attorney time, illegal eviction and security deposit return cases can be filed while proactive resolution of other civil legal issues for KHD's criminal defense client and community partner referrals can be pursued.

The half-time administrative support staff position is critical to assist the attorneys with fielding client and applicant questions while helping connect individuals to resources. Tenants who are on the brink of eviction are often in crisis and need the ability to quickly access a KHD staff member as warranted.

The DCCAP serves as a pilot program aimed to ensure the long-term viability and expansion of civil defense in Douglas County as well as provide a sustainable, scalable, and replicable model. With the continued support of Access to Justice funding, KHD will continue to build the infrastructure, guidance, and analysis that can serve as a roadmap for other jurisdictions in need of a strong and successful eviction defense system.

The Douglas County Self-Help Office and the Douglas County Eviction Resolution Coordinator have been integral partners in the first year of KHD's Douglas County Civil Attorney Project. Every Friday morning at the limited actions answer docket, when defendants with questions about their cases stop by the Self-Help Office, and Self-Help Office staff refer anyone who needs legal advice across the hall, where the DCCAP attorney is available in a private conference room.

Kansas Holistic Defenders seeks a grant amount of \$146,375 to fund the Douglas County Civil Attorney Project in FY2025. The budget will cover the total compensation of 1.8 FTE positions plus supplemental funding for an annual audit and contract fees to hire an outside investigator when required to provide a high level of legal support. To ensure program effectiveness and accountability, KHD will continue to track case types, the numbers of clients served, client demographics, and case outcomes.

The Douglas County Civil Attorney Program has already made a significant difference in the lives of vulnerable tenants, promoting housing stability and preventing homelessness. Kansas Holistic Defenders appreciates your consideration of this proposal and the opportunity to continue to collaborate to address this pressing issue.

3) Funding Amount Requested: \$146,375

4) Grant Priorities

II.G.1 - full or limited scope pro bono legal services for litigants involved in Kansas district court proceedings –

Kansas Holistic Defenders will continue to provide direct pro bono civil representation for defendants in evictions, debt collections actions, and other civil matters filed in Douglas County.

II.G.3 - services that enhance the availability of onsite legal information, brief legal advice, and pro bono legal services at district court self-help centers in the following locations:

Kansas Holistic Defenders' attorney will continue to be available at every Douglas County Limited Actions docket to answer questions from Self-Help Office visitors. Along with partners in the Self-Help Office, an effective weekly routine has been established, whereby self-help staff/volunteers provide a short application to visitors who express interest in having legal advice

provided, and after a quick conflict check, the attorney advises limited-action defendants about legal consequences of actions or responses they are considering. Depending on attorneys' capacity and an applicant's needs, cases are considered for full representation.

II.G.6 - projects that focus on addressing unmet legal needs and do not duplicate existing services or for which other funds are available –

KHD is not aware of other services provided or funding available to meet the needs of unrepresented eviction defendants – or other civil litigants – in Douglas County.

5) What types of cases will this project address?

The direct representation of civil defendants, with a focus on tenants facing eviction, will continue as delivered in FY2024, with an expansion of Douglas County services to include civil legal matters referred by KHD's criminal defense attorneys and other community partners.

6. Is this project new? If not, how long has this project been in existence?

The pilot year of the Douglas County Civil Attorney Project (FY2024) was made possible through funding from the Access to Justice grant. This first year the 1.0 FTE ATJ-funded attorney has focused on direct civil representation for tenants in Douglas County eviction matters, with a small number of other civil legal cases. The expansion of services to include a 0.50 FTE administrative support specialist and 0.30 FTE Senior Attorney for general civil legal services in cases referred by KHD's criminal defense attorneys and other community partners will be new elements to this project.

7. If you have operated a project of this type in the past, please list statistical or other data that identifies the project's track record of success.

In the first 8 months of KHD's Civil Attorney Project, KHD's attorney has represented tenant-defendants in 44 eviction cases, 9 of which are still pending. Of the 35 cases that have been resolved, 30 were dismissed or otherwise allowed the tenant to avoid an eviction order; the remaining 5 cases resulted in judgments for eviction. In 4 of the 5 evictions ordered, attorneys were successful in negotiating between 3 and 5 weeks before clients were required to move out of their homes.

The ATJ-funded civil attorney also represented clients in 3 expungement cases (3 expungements granted), 9 debt collection cases (4 dismissals, 5 cases pending), 2 other landlord-tenant matters, 2 housing voucher appeals, and two court appointments to represent children in family law matters.

8. What eligibility criteria will you apply to determine who will receive services through your project?

Criteria for civil cases will be consistent with criteria from the previous year; clients who reside in Douglas County facing eviction or other civil legal issues who are financially eligible for pro bono services. KHD's application includes a self-attestation of household income.

9. How many people do you expect to serve through this project during the grant period?

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KHD projects that 70-80 clients will be served in the first year of DCCAP by one attorney without ATJ-funded support staff time. For FY2025, KHD is requesting a 0.50 FTE support position for the DCCAP program. This position will allow us to provide direct legal representation while securing the administrative assistance required to provide high-level legal services.

The Senior Attorney will provide direct representation in other civil legal cases referred to the civil program staff by KHD criminal defense attorneys or by community partners such as the Douglas County Self-Help Office, the Lawrence Humane Society, the Lawrence Community Shelter, and others.

10. If there is a greater demand for project services than you can meet, what criteria will you use to prioritize who receives services?

Kansas Holistic Defenders submits this project proposal with the knowledge that this request is far below what is needed to meet the need. KHD will utilize three criteria to prioritize cases:

- a. Financial eligibility – Clients must prove an annual income at or below 150% of the federally established poverty level to be considered for full representation.
- b. Caseload capacity –KHD will ensure that the attorneys’ workloads are consistent with the 1.3 FTE for which funding is requested.
- c. Urgency – some cases have an incredibly short turn-around. Those with upcoming court dates will be prioritized.

11. If you are proposing offering services at a self-help center, please list the district court self-help center location(s) and number of hours you would provide at the center on a monthly basis.

This project will provide legal assistance alongside self-help assistance provided by Douglas County Self-Help Office staff. The eviction defense attorney will provide 10-15 hours per month of assistance onsite at the district court during and after the Limited Actions answer dockets.

12. If you are willing to provide remote legal services at district self-help centers throughout the state, please list the number of hours you would provide on a monthly basis.

N/A

13. How will the project’s results be evaluated?

The reporting for the DCCAP program will remain consistent with the FY2024 measures, with the addition of tracking the number of cases denied in the year. This question was asked in the midterm report of the FY2024 ATJ grant. Adjustments to include this measure have been implemented to this system.

KHD utilizes a data-driven case management system known as ZLS. Originally designed for criminal defense reporting, KHD has dedicated the past year to adapting ZLS for civil legal services as well. Looking ahead, KHD expects ongoing enhancements to the system as new metrics and data models are integrated.

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Through ZLS, KHD tracks client demographics, court dates, actions taken in a case by any team member, case outcomes, and all documents relating to the case. Program efficacy can be evaluated by measuring case and client outcomes within a specific period. As a result of detailed data collection, staff can generate highly curated reports, as well as compare outcomes across a variety of factors.

14. Have you ever received access to justice grant funds for this project in the past? If so, identify the year(s) in which funds were received, the number of persons served through the project in the relevant year.

Kansas Holistic Defenders received \$81,250 from the Access to Justice Grant Fund in FY2024. Access to Justice funding is the sole reason this program exists today, allowing KHD to represent sixty-two clients and provide limited legal advice to 36 individuals in Douglas County. This expansion request is to further the success of this program while maintaining a high level of legal representation.

15. What is the total estimated cost for this project during the grant period from all funding sources?

The total cost of this project with all other outside funding is \$157,890.

16. If this project will not be fully funded by ATJ grant funds, what are your other sources of funding for the project?

This proposal predominantly requests funding for total compensation (salary, taxes, benefits) of personnel. Other costs incurred from the administration of this project will be funded through fee-generating services performed by on-staff KHD attorneys (panel appointments, professional consultation, etc.), fundraising efforts, and donation programs.

17. Project Budget Breakdown

Douglas County Civil Attorney Project (DCCAP)			
Item	ATJ	Other	Total
Personnel Costs			
Professional salaries	\$89,000	\$0	\$89,000
Support positions	\$22,500	\$0	\$22,500
Employee Benefits	\$27,875	\$0	\$27,875
Total personnel costs	\$139,375	\$0	\$139,375
Non-personnel costs			
Capital expenditures	\$0	\$0	\$0
Non-capital expenditures	\$0	\$2,250	\$2,250
Supplies	\$0	\$1,350	\$1,350
Travel	\$0	\$540	\$540
Telephone/communications	\$0	\$375	\$375
Other (Audit)	\$4,000	\$6,000	\$10,000
Other (Investigator)	\$3,000	\$1,000	\$4,000
Total Non-personnel costs	\$7,000	\$11,515	\$18,515
Total	\$146,375	\$11,515	\$157,890

18. Budget narrative – explain how you will use the requested funds for each of the categories shown below. If a category does not apply, write “N/A.” If you will use funds to pay salaries, include the names and titles of employees or contractors who will be funded through the grant (if known).

a) Personnel costs

a. Professional salaries –

- i. TBD - 1.0 FTE DCCAP Civil Attorney = \$65,000.
- ii. Rebekah Gaston - 0.30 FTE Senior Attorney = \$24,000.

b. Support salaries –

- i. TBD - 0.50 FTE Civil Support Specialist = \$22,500

c. Employee benefits –

- i. 1.0 FTE DCCAP Civil Attorney: \$16,250
- ii. 0.50 FTE DCCAP support staff benefits: \$5625
- iii. 0.30 FTE Senior Attorney benefits: \$6000

Please note: Funding for the remaining FTE 0.20 of this 0.50 FTE position is requested in the Shawnee County Eviction Information Project proposal.

b) Non-personnel costs

a. Capital expenditures – none

b. Non-capital – none requested; funded through outside sources.

c. Supplies – none requested; funded through outside sources.

d. Travel – none requested; funded through outside sources.

e. Telephone/communications – none requested; funded through outside sources.

f. Other (Audit) – funding is requested to help offset the costs associated with acquiring an annual fiscal audit. This service is estimated to cost \$10,000. The remaining funding above the \$4000 requested from ATJ will be provided through other contracts held by KHD and fee-generating services.

g. Other (Investigator) – at times, professional investigation requiring expertise outside the capacity of the aforementioned staff positions may be needed to ensure a high level of legal representation. This request is for costs associated with contracting such services from an independent investigator.

Kansas Judicial Branch Access to Justice Grant Project

Project Form Two:

1. Project Title: The Shawnee County Eviction Information Project

2. Project Narrative

KHD has provided civil legal representation through the Topeka Family Legal Project (TFLP) since October of 2022. The TFLP is funded by the federal Community-Based Child Abuse Prevention (CBCAP) grant administered by the Kansas Children's Cabinet and Trust Fund. The TFLP provides preventative legal services to stabilize and support families facing potential crises.

In 2023, KHD received a FY2024 Access to Justice Grant, which allowed us to further develop KHD's civil program through the Douglas County Civil Attorney Program (DCCAP). This program focuses on direct legal representation for individuals involved in evictions, debt collections and other civil legal matters. In its first year, the DCCAP program served sixty-one clients with more than 88% of resolved cases receiving favorable outcomes.

Throughout the growth and legal successes of the KHD's civil level services programs, some service gaps have been identified. One significant gap in Shawnee County is the inadequate availability of legal services for individuals facing evictions. In 2022, Shawnee County had a population of 179,848, with 126,802 residing in Topeka. The median household income of Topeka is \$50,870, 14.5% of residents are below the poverty line,⁵ and 43% rent their homes.⁶ To compare with the DCCAP service area, Lawrence - the largest municipality in Douglas County- has a population of 129,053 with a median household income of \$80,642, 14.3% are living below the poverty line,⁷ with 52.6% of Lawrence residents renting their homes.⁸ Since the launch of DCCAP, it has become evident that the need for eviction services in Shawnee County is comparable to Douglas County - if not greater.

The Topeka Family Legal Project is bound by grant provisions that stipulate exclusive representation to clients with minor children. This restricts assisting any individuals who do not have children in their homes. And while the TFLP does address eviction cases, 45% of households in Topeka are non-family households and therefore are not eligible for TFLP services.⁹

⁵ See "Topeka, KS Demographics." Point2Homes. Accessed June 14, 2024.

<https://www.point2homes.com/US/Neighborhood/KS/Topeka-Demographics.html>.

⁶ See U.S. Census Bureau QuickFacts: Topeka City, Kansas." Accessed June 17, 2024.

https://data.census.gov/profile/Topeka_city,_Kansas?g=160XX00US2071000.

⁷ See "Douglas County, KS Demographics." Point2Homes. Accessed June 14, 2024.

<https://www.point2homes.com/US/Neighborhood/KS/Douglas-County-Demographics.html>.

⁸ See U.S. Census Bureau. "QuickFacts: Lawrence City, Kansas." Accessed June 17, 2024.

https://data.census.gov/profile/Lawrence_city,_Kansas?g=160XX00US2038900.

⁹ This figure was calculated based on the information of number of households in Topeka provided by this reference: "Topeka, KS Demographics." Point2Homes. Accessed June 14, 2024.

<https://www.point2homes.com/US/Neighborhood/KS/Topeka-Demographics.html>.

Approximately 2300 eviction cases were filed in the Shawnee County District Court in 2023, while 1000 have been filed to date in 2024.¹⁰

After consulting with local court leadership and community stakeholders, KHD is certain this project will be of great benefit to the residents of Shawnee County and seeks funding from the Access to Justice committee to provide limited legal advice to individuals facing eviction who do not have minor children. By providing advice at the eviction trial docket, KHD can meet individuals where they are, extending the reach of ATJ funding to more clients in Shawnee County. Beginning this project through providing brief legal advice also allows KHD to track and gauge the need to establish a program of direct representation in the future.

Kansas Holistic Defenders seeks a grant amount of \$20,000 to staff a Senior Attorney position at 0.20 FTE for the Shawnee County Eviction Information Project.

3. Funding Amount Requested: \$20,000

4. Grant Priorities

II.G.2 - scalable projects that utilize innovative strategies for providing legal information and brief legal advice to large numbers of district court patrons, particularly in quick-moving limited civil actions cases –

The Shawnee County Eviction Information Project will provide limited legal advice to eviction defendants at the Shawnee County eviction trial dockets each week.

II.G.6 - projects that focus on addressing unmet legal needs and do not duplicate existing services or for which other funds are available –

The Shawnee County district court schedules all of its eviction trials on Tuesday afternoons starting at 1:00 p.m., with 2-4 eviction trials set every 15 minutes. There is currently no self-help center in Shawnee County, and this project aims to provide assistance similar to what a self-help center may provide.

5. What types of cases will this project address?

The Shawnee County Eviction Information Project will focus on providing brief legal advice for defendants in eviction cases scheduled for trial at the Shawnee County District Court's Tuesday afternoon eviction trial docket each week.

6. Is this project new? If not, how long has this project been in existence?

This is a new project in Shawnee County.

¹⁰ Information provided by Shawnee County District Court.

7. If you have operated a project of this type in the past, please list statistical or other data that identifies the project's track record of success.

KHD's current projects have prioritized offering direct legal representation; this is the first project where the central service is brief legal advice.

8. What eligibility criteria will you apply to determine who will receive services through your project?

Services will be available to all tenants at the Tuesday afternoon eviction trial dockets in Shawnee County.

9. How many people do you expect to serve through this project during the grant period?

KHD projects 10-15 tenants will be served per week, with a monthly estimate of 50 tenants served.

10. If there is a greater demand for project services than you can meet, what criteria will you use to prioritize who receives services?

The Senior Attorney will attempt to provide limited legal advice to every tenant who requests it at the eviction docket.

11. If you are proposing offering services at a self-help center, please list the district court self-help center location(s) and number of hours you would provide at the center on a monthly basis.

While there is not currently a self-help center at the Shawnee County Courthouse, this project will provide assistance similar to aid that would be provided at a self-help center. The Senior Attorney will provide 20-25 hours per month of assistance onsite at the district court during the eviction trial dockets. The rest of the 0.20 FTE requested will be used for docket preparation and follow up.

12. If you are willing to provide remote legal services at district self-help centers throughout the state, please list the number of hours you would provide on a monthly basis.

N/A

13. How will the project's results be evaluated?

Contact and demographic information will be collected from all individuals served by the project, and case outcome data for tenants served by the Shawnee County Eviction Information Project will be compared with overall case outcome data for evictions filed in the Third Judicial District.

14. Have you ever received access to justice grant funds for this project in the past? If so, identify the year(s) in which funds were received, the number of people served through the project in the relevant year.

This is a new project for KHD.

15. What is the total estimated cost for this project during the grant period from all funding sources?

The total cost of this project with all other outside funding is \$20,500.

16. If this project will not be fully funded by ATJ grant funds, what are your other sources of funding for the project?

This proposal exclusively requests funding for 0.20 FTE of total compensation (salary, taxes, benefits) for the Senior Attorney position. Other costs incurred from the administration of this project will be funded through fee-generating services, fundraising efforts, and donations.

17. Project Budget Breakdown

Shawnee County Eviction Information Project (SCEIP)			
Item	ATJ	Other	Total
Personnel Costs			
Professional salaries (.2 FTE)	\$16,000	\$0	\$16,000
Employee Benefits	\$4,000	\$0	\$4,000
Total personnel costs	\$20,000	\$0	\$20,000
Non-personnel costs			
Capital expenditures	\$0	\$0	\$0
Non-capital expenditures	\$0	\$250	\$250
Supplies	\$0	\$150	\$150
Travel	\$0	\$60	\$60
Telephone/communications	\$0	\$40	\$40
Other (A2J specific)	\$0	\$0	\$0
Total Non-personnel costs	\$0	\$500	\$500
Total	\$20,000	\$500	\$20,500

18. Budget narrative – explain how you will use the requested funds for each of the categories shown below. If a category does not apply, write “N/A.” If you will use funds to pay salaries, include the names and titles of employees or contractors who will be funded through the grant (if known).

a) Personnel costs

a. Professional salaries –\$16,000

i. Rebekah Gaston 0.20 FTE Senior Attorney = \$16,000

b. Employee benefits –\$4,000

c. Total compensation requested - \$20,000

Please note: Funding for the remaining FTE 0.30 of this 0.50 FTE position is requested in the DCCAP proposal.

b) Non-personnel costs

Kansas Holistic Defenders intends to fund overhead costs of this position outside of ATJ funding. No other associated professional or legal funding requests are included for this project.

A yellow diagonal banner with a slight gradient, running from the bottom-left to the top-right, is positioned behind the main title text.

KANSAS HOLISTIC DEFENDERS

APPENDIX A
TAX EXEMPT STATUS LETTER
PROFESSIONAL LIABILITY INSURANCE POLICIES



Department of the Treasury
Internal Revenue Service
Tax Exempt and Government Entities
P.O. Box 2508
Cincinnati, OH 45201

KANSAS HOLISTIC DEFENDERS INCORPORATED
C/O SAMUEL NATALE
1204 OREAD AVE
LAWRENCE, KS 66044

Date: 02/06/2023
Employer ID number:
[REDACTED]
Person to contact:
Name: Joan Kiser
[REDACTED]
Telephone: 877-829-5500
Accounting period ending:
December 31
Public charity status:
170(b)(1)(A)(vi)
Form 990 / 990-EZ / 990-N required:
Yes
Effective date of exemption:
January 30, 2021
Contribution deductibility:
Yes
Addendum applies:
No
DLN:
[REDACTED]

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

Sincerely,

Stephen A. Martin

Stephen A. Martin
Director, Exempt Organizations
Rulings and Agreements

STATE OF KANSAS
OFFICE OF
SECRETARY OF STATE
SCOTT SCHWAB

I, SCOTT SCHWAB, Secretary of State of the state of Kansas, do hereby certify, that according to the records of this office.

Business Entity ID Number: 9824459

Entity Name: KANSAS HOLISTIC DEFENDERS, INCORPORATED

Entity Type: DOM:NOT FOR PROFIT CORPORATION

State of Organization: KS

was filed in this office on January 30, 2021, and is in good standing, having fully complied with all requirements of this office.

No information is available from this office regarding the financial condition, business activity or practices of this entity.



In testimony whereof I execute this certificate and affix the seal of the Secretary of State of the state of Kansas on this day of March 10, 2023

A handwritten signature in cursive script that reads "Scott Schwab".

SCOTT SCHWAB
SECRETARY OF STATE

Certificate ID: 1256348 - To verify the validity of this certificate please visit <https://www.kansas.gov/bess/flow/validate> and enter the certificate ID number.

Business Entity Certificate Validation

Certificate Valid

A Certificate of Good Standing was issued by the Kansas Secretary of State bearing Certificate ID **1256348** on **Mar 10, 2023**. This Certificate pertains to the business entity **KANSAS HOLISTIC DEFENDERS, INCORPORATED**, which is a(n) **KANSAS NOT FOR PROFIT CORPORATION**. This business has an incorporation date of **Jan 30, 2021** and is identified by business entity File # **9824459**. The information for this certificate was based on **Mar 10, 2023**.

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. KANSAS HOLISTIC DEFENDERS INCORPORATED	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input checked="" type="checkbox"/> Other (see Instructions) ▶ Nonprofit corporation exempt under IRS Code Section 501(c)(3)	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
5 Address (number, street, and apt. or suite no.) See instructions. 1204 Oread Ave	Requester's name and address (optional)
6 City, state, and ZIP code Lawrence, KS, 66044	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Social security number											
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or

Employer identification number	

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of U.S. person ▶

Date ▶ 3/9/22

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



**Lawyers Professional Liability Policy
(NLADA Mutual Insurance Co.)**

NOTICE

This policy is issued by your risk retention group. Your risk retention group may not be subject to all of the insurance laws and regulations of your state. State insurance insolvency guaranty funds are not available for your risk retention group.

NOTICE: THIS IS A **CLAIMS-MADE AND REPORTED POLICY**. PLEASE READ THE POLICY CAREFULLY.

THE LIMIT OF LIABILITY AVAILABLE TO PAY **DAMAGES** WILL BE REDUCED BY AMOUNTS WE PAY FOR **CLAIM EXPENSES** AS DEFINED IN THE POLICY. FURTHER NOTE THAT AMOUNTS INCURRED FOR **DAMAGES** ARE SUBJECT TO THE **DEDUCTIBLE**.

DECLARATIONS

Item 1. Named Insured: Kansas Holistic Defenders

Item 2. Primary Location: 2518 Ridge Ct, Suite 200, Lawrence, KS 66044

Item 3. Policy Period 1/31/2024 12:01 AM to 1/31/2025 12:01 AM

Coverage Summary

This policy includes only those Coverages designated with a “Yes” as “Included” in the Coverage Summary set forth below. If neither “Yes” nor “No” is designated for a listed Coverage, such Coverage is “Not Included.”

Item 4. Coverage/Limit of Liability	Item 5. Deductible	Included (Yes/No)	Item 6. Premium
Lawyers Professional Liability \$100,000 Each Claim and \$300,000 in the aggregate Retroactive Date: 1/31/2022	\$5,000 Annual Aggregate	Yes	\$1,651.01
Primary Pro Bono Endorsement Retroactive Date: 1/31/2022		Yes	\$0.00
Other Endorsements		No	



**Lawyers Professional Liability Policy
(NLADA Mutual Insurance Co.)**

Coverage Summary (con't)

This policy includes only those Coverages designated with a “Yes” as “Included” in the Coverage Summary set forth below. If neither “Yes” nor “No” is designated for a listed Coverage, such Coverage is “Not Included.”

Item 4. Coverage/Limit of Liability	Item 5. Deductible	Included (Yes/No)	Item 6. Premium
Policy Premium:			\$1,651.01

Item 7. Forms Attached at Issue:

NLADA 9101 (01-23) NLADA 9100 (01-23)

Item 8. Forms Attached by Endorsement:

NLADA 9206 (01-23) NLADA 9210 (01-23) NLADA 9200 (01-23)

Item 9. NOTICE OF A CLAIM: Report any claim or potential claim to the Company as required by Section **G. DUTIES IN THE EVENT OF CLAIM(S) OR POTENTIAL CLAIM(S):**

NLADA Mutual Insurance Co., a Risk Retention Group,
via MLM Claims Administrators
NLADAMutualClaim@ClaimsAdmins.com

The Declarations, the Professional Liability Coverage(s), and any endorsement attached thereto, constitute the entire agreement between the Company and the Insured.



**LAWYERS PROFESSIONAL LIABILITY INSURANCE POLICY
NLADA INSURANCE PROGRAM**

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LAWYERS PROFESSIONAL LIABILITY INSURANCE POLICY

This is a **CLAIMS-MADE AND REPORTED** policy. Subject to the terms, conditions, exclusions and limitations of this policy, coverage is limited to liability for only those claims that are first made against you and reported to us in writing after the retroactive date and during the policy period or any optional extended reporting period, if exercised by you.

This is a “defense within limits” policy with claim expenses included within the Limit of Liability. The Limit of Liability available to pay damages will be reduced by amounts we pay for claim expenses as defined in the policy. Further note that amounts incurred for damages are subject to the deductible. Please read this policy carefully.

Throughout this **policy**, the terms **we**, **us** and **our** refer to the **company** providing this insurance. The terms **you** and **your** refer to the persons and entities insured under this **policy**. Other terms in bold print have special meaning and are defined in the **policy**.

A. COVERAGE

1. PROFESSIONAL SERVICES COVERAGE

We will pay on **your** behalf those sums in excess of the deductible which **you** become legally obligated to pay as **damages** and **claim expenses** because of any **claim** made against **you** arising from a **wrongful act** in the rendering of or failure to render **professional services**, provided that:

- a. The **wrongful act** must have first occurred on or after either the applicable **retroactive date(s)** or the date any **insured** against whom the **claim** is made became an employee, volunteer, member, or lawyer of, to, or otherwise affiliated with the **named insured**, whichever is more recent;
- b. **You** had no knowledge of facts which could have reasonably caused **you** to foresee a **claim**, or any knowledge of the **claim**, prior to the effective date of this **policy** or prior to the inception date of the first Lawyers Professional Liability Insurance **policy we** issued to **you** and continuously renewed;
- c. There is no prior policy (or policies) which provides insurance for such liability or **claim**, unless the available limits of liability of such prior policy or policies are insufficient to pay any liability or **claim**, in which event this **policy** will be excess over such coverage, whether such prior policies afford primary, excess, contingent or umbrella insurance, and subject to this **policy's** terms, Limit of Liability, deductible, exclusions, endorsements and conditions; and
- d. The **claim** or **potential claim** must first be made and reported to **us** in writing during the **policy period** or any **extended reporting period**, if applicable, and must arise from any **wrongful act** to which this **policy** applies.

2. DISCIPLINARY PROCEEDINGS COVERAGE

We will pay up to \$50,000 in **disciplinary proceeding expenses** per **policy period**, regardless of the number of **disciplinary proceedings** commenced against **you** and reported to **us** in writing during the **policy period** or any **extended reporting period**, if applicable, subject to the following:

- a. We will not pay any **damages** incurred as a result of **disciplinary proceedings**;
- b. The coverage provided under this section only applies to **you** if **you** are a partner, limited liability company member, officer, director, stockholder or employee of the **named insured** at the time **you** report the investigation or proceeding;
- c. Any payment made hereunder will not be subject to the deductible and will not reduce any applicable Limit of Liability.

For purposes of this section, reporting a preliminary investigation or a request for an investigation will be considered the same as reporting a **disciplinary proceeding**. However, **we** have no obligation under this section until the reported investigation is elevated to a **disciplinary proceeding**.

3. SUBPOENA ASSISTANCE COVERAGE

In the event **you** receive a subpoena for documents or testimony arising out of **professional services**, and **you** would like **our** assistance in responding to the subpoena, **you** may provide **us** with a copy of the subpoena, and **we** at **our** sole discretion may retain an attorney to provide advice regarding the production of documents, to prepare **you** for sworn testimony, and to represent **you** at any related deposition of **you**, provided that:

- a. The subpoena arises out of a lawsuit to which **you** are not a party; and
- b. **You** have not been engaged to provide advice or testimony in connection with the lawsuit, nor have **you** provided such advice or testimony in the past.

If **we** retain an attorney pursuant to the above, **we** will pay such attorney's legal fees and costs. Such payments are included in the Limit of Liability. Any notice **you** give to **us** of such subpoena will be deemed notification of a **potential claim**.

4. PRE-CLAIM ASSISTANCE COVERAGE

Until the date a **claim** is made, **we** will pay all costs or expenses **we** incur at **our** sole discretion as a result of investigating a **potential claim** that **you** report to **us**. Such payments are included in the Limit of Liability.

5. EQUITABLE RELIEF DEFENSE COVERAGE

We will pay up to \$50,000 to defend any demand for **equitable relief**, regardless of the number of such demands commenced against **you** and reported to **us** in writing during the **policy period** or any **extended reporting period**, if applicable, subject to the following:

- a. **We** will not pay any **damages** incurred as a result of **equitable relief**;
- b. The coverage provided under this section only applies to **you** if **you** are a partner, limited liability company member, officer, director, stockholder or employee of the **named insured** at the time **you** report the demand;
- c. Any payment made hereunder will be included in the Limit of Liability.

B. DEFENSE, SETTLEMENT & EXHAUSTION OF LIMITS (INCLUDED IN THE LIMIT OF LIABILITY)

We have the right to appoint counsel, and the exclusive right to defend any **claim** made under this **policy**, even if the allegations are groundless, false or fraudulent until there is a final adjudication against **you**. **You** may recommend counsel to **us**. **We** may accept that recommendation of counsel and such acceptance will not be unreasonably withheld. **We** are not obligated to defend any criminal investigation, criminal proceeding or prosecution against **you**. If a **claim** is not covered under this **policy**, **we** will have no duty to defend it.

Payment of **claim expenses** will reduce the amounts available to pay **damages**. **Our** duty to defend any **claim** or pay any amount as **damages** or **claim expenses** will cease when **our** Limit of Liability has been exhausted. Upon exhaustion of the Limit of Liability, **we** will tender control of the defense to the **named insured**. The **named insured** agrees to accept this tender of defense.

We will not settle a **claim** without the consent of the **named insured**, which will not be unreasonably withheld. If the **named insured** refuses to consent to a settlement **we** recommend that is acceptable to the claimant, then **our** liability for the **claim** will not exceed the amount for which the **claim** could have been settled, plus the **claim expenses** incurred up to the date of such refusal, or the applicable Limit of Liability, whichever is less. After the time of the **named insured's** refusal, **we** will have the right to withdraw from further defense of the **claim** by tendering control of the defense to the **named insured** who will be responsible for all **damages** and **claims expenses** incurred thereafter. For the purpose of this section, settlement includes, but is not limited to, any resolution of a **claim** that would have occurred as a result of any court-ordered process which the **named insured** chose not to accept.

The **named insured** is responsible for any fees or costs charged by a lawyer defending **you** or any other expenses incurred without **our** written consent.

C. LIMIT OF LIABILITY AND DEDUCTIBLE

1. LIMIT OF LIABILITY

The Limit of Liability shown in the Declarations for each **claim** is the most **we** will pay for the sum of all **damages** and **claim expenses** arising out of a single **claim** or a series of **related claims**, regardless of the number of persons or entities insured under this **policy**, number of **claims** made or the number of persons or entities making **claims** during the **policy period** or during any **extended reporting period**, if any.

If **related claims** are subsequently made against **you** and reported to **us**, all such **related claims**, whenever made, will be considered a single **claim** first made and reported to **us** within the **policy period** in which the earliest of the **related claims** was first made and reported to **us**.

The Limit of Liability shown in the Declarations as the Aggregate Limit of Liability is the most **we** will pay for the sum of all **damages** and **claim expenses** for all **claims** under this **policy**.

The Limit of Liability for any **extended reporting period** will be part of, and not in addition to, the Limit of Liability set forth in the Declarations.

2. DEDUCTIBLE

- a. **You** will pay the deductible amount shown in the Declarations. The deductible amount is the most **you** will pay in the aggregate for the sum of all **damages** for all **claims** first made and reported to **us** during the **policy period** or any **extended reporting period**, if applicable. Each of **you** is jointly and severally liable for these payments. **We** will not be required to make any payment for settlements reached or judgments rendered in an otherwise covered **claim** unless and until **you** have paid the deductible in full. **You** must pay the deductible (i) immediately when invoiced or, (ii) in the event that offers of judgment or settlement demands are made which **you** and **we** agree should be accepted, prior to the expiration of the time period for responding to such offers or demands.
- b. If **you** and **we** agree to use **mediation** to resolve any **claim** brought against **you** and if the **claim** is resolved by **mediation** within sixty (60) days after **you** receive the suit or demand, **your** deductible obligation for that **claim** will be reduced by 50%. The maximum amount of any reduction is \$10,000.

3. REIMBURSEMENT

You will be liable for amounts **we** have paid in settlement of **claims** or satisfaction of judgments in excess of the Limit of Liability. In the event that **we** voluntarily choose or are compelled by a court of law to make any payment for **claims expenses** or **damages** and request reimbursement from **you**, the reimbursement is payable immediately upon written demand but no later than thirty (30) days after written demand.

In the event that **we** voluntarily choose or are compelled by a court of law to make any payment for the deductible and request reimbursement from **you**, the reimbursement is payable immediately upon written demand but no later than thirty (30) days after written demand.

4. MULTIPLE INSURED, CLAIMS AND CLAIMANTS

The inclusion of more than one **insured** under this **policy** or the making of **claims** or the bringing of suits by more than one person or entity will not operate to increase the Limit of Liability set forth in the Declarations. If additional **claims** are subsequently made against the **insured** and reported to **us**, and arise out of the same, related or continuing **acts** as the **claim** already made and reported to **us**, all such **claims**, whenever made, will be deemed first made and reported to **us** within the **policy period** or the **extended reporting period** in which the earliest **claim** arising out of such **acts** was first made and reported to **us**, and will be subject to the Limit of Liability set forth in the Declarations.

D. DEFINITIONS

Claim means a demand or suit for money or services **you** receive, including any arbitration proceedings to which **you** are required to submit or to which **you** have submitted with **our** consent;

Claim expenses means all expenses **we** incur or authorize in writing for the investigation, adjustment, defense or appeal of a **claim**. These expenses include fees charged by a lawyer, mediator or arbitrator with **our** consent for which **you** are obligated. **Claim expenses** also means premiums for any appeal bond, attachment bond or similar bond but without any obligation of the **company** to apply for or furnish any such bond. **Claim expenses** does not include salaries, wages, fees, overhead or benefit expenses associated with **our** employees, or with any **insured** or **insured's** employees. **We** will determine the reasonableness of **claims expenses**. **Claims expenses** are included within, and not in addition to, the Limit of Liability set forth in the Declarations, unless specifically excepted elsewhere in this **policy**.

Company means the insurance company that issued this **policy**, as shown on the Declarations or referred to herein as **we**, **us**, or **our**.

Damages means monetary judgments, awards or settlements unless otherwise excluded. **Damages** includes pre-judgment interest; and post judgment interest that accrues after entry of judgment and before **we** have paid, offered to pay or deposited in court that part of the judgment within the applicable Limit of Liability.

Damages does not include fines, sanctions, or punitive or exemplary damages or the multiple portions thereof.

Damages does not include any costs or expenses in complying with any demand for or award of **equitable relief**, even if such compliance is compelled as a result of a judgment, award or settlement.

Damages does not include any costs or expenses relating to **your**:

1. Return, restitution or reduction of professional fees;
2. Fees owed from third parties;
3. Fees to third parties; or
4. Correcting, re-performing or completing any **professional services**.

Disciplinary proceeding expenses means all expenses **we** or, with **our** prior written consent, **you** incur in investigation, defense or appeal of any **disciplinary proceeding**.

Disciplinary proceeding means any grievance proceeding, judicial proceeding, disciplinary proceeding or formal administrative or regulatory proceeding brought against **you** and alleging professional misconduct or ethical violations in the performance of **your professional services**.

Equitable relief means a remedy not involving the payment of monetary **damages**.

Extended reporting period means an additional period of time for reporting **claim(s)**. The **extended reporting period** starts on the **policy termination date** and ends at the **extended reporting period** expiration date.

Insured means:

1. The **named insured**; or
2. Any lawyer, partnership, professional corporation, professional association, limited liability company or limited liability partnership who was, is or becomes a partner, officer, director, stockholder- employee, associate, manager, member, employee or volunteer of the **named insured** during the **policy period** shown in the Declarations solely while acting in a professional capacity on behalf of the **named insured**; or
3. Any non-lawyer who was or is an employee, independent contractor or volunteer of the **named insured** solely while acting on behalf of the **named insured**; or
4. The **insured's** heirs, assigns, spouse or domestic partner, and legal representatives in the event of the **insured's** death, incapacity or bankruptcy to the extent that the **insured** would have been covered.
5. Any organization which provides funding to the **named insured**, but only to the extent that a **claim** is made against it for a **wrongful act** performed by the **named insured**; however, there shall be no coverage afforded to any such entity as a result of its independent **wrongful acts**.

Loss means **claim expenses**, **damages** and **disciplinary proceeding expenses** and does not include **equitable relief**.

Mediation means the non-binding intervention of a qualified neutral third party to resolve disputes between **you** and the other party(ies) to a **claim** who is chosen by **you** and the other party(ies) to a **claim** with agreement by **us**.

Named insured means the entity designated as such on the Declarations.

Personal injury means:

1. False arrest, detention or imprisonment;
 2. Wrongful entry, eviction or other invasion of private occupancy;
 3. Malicious prosecution;
 4. Abuse of process;
 5. The publication or utterance of libel, slander or other defamatory or disparaging material; or
 6. A publication in violation of a person's right of privacy; and
- arising out of a **wrongful act** in **your** rendering of or failure to render **professional services**.

Policy means this policy form, the Declarations, and any endorsement to the policy issued by **us**, and **your** application, including all supplements.

Policy period means the period from the effective date of the **policy** to the **policy termination date**.

Policy termination date means the expiration date of the **policy** as shown on the Declarations or the cancellation date of the **policy**, if applicable, whichever is earlier.

Potential claim means any **wrongful act** or any facts or other circumstances which may subsequently give rise to a **claim**.

Professional services means:

1. Services **you** render as a lawyer, mediator, arbitrator, notary public, administrator, conservator, receiver, executor, guardian, trustee, or in any similar fiduciary capacity, but only if the services **you** render are those ordinarily performed by a lawyer
2. Other services adjunct to those legal services described above;
3. Services **you** render as a lawyer as a mediator or arbitrator, speaker, or author of legal treatises;
4. **Your** activities as a member of a formal accreditation, ethics, peer review, licensing board, standards review, bar association or similar professional board or committee.

Professional services does not include:

1. Services **you** provide as a public official or an employee or representative of a governmental body, subdivision or agency. This exclusion does not apply if **your** status is due only to the legal services **you** render under contract;
2. Services **you** provide as a notary in which **you** provide notarization without the signor being present;
3. Services **you** provide in relation to or as the promoter, seller or solicitor of securities, real estate, or other investments; or
4. Any of **your** activities as an Insurance Broker or Agent or Real Estate Broker or Agent.

Related wrongful acts means all **wrongful acts** in the rendering of **professional services** that are temporally, logically or causally connected by any common fact, circumstance, situation, transaction, event, advice or decision.

Related claims mean all **claims** arising out of a single or series of **wrongful acts** or arising out of **related wrongful acts** in the rendering of **professional services**.

Retroactive date refers to the date shown on the Declarations for the **named insured** firm. **Wrongful acts** that occurred prior to the **retroactive date** are not covered by this **policy**.

Wrongful act means any actual or alleged negligent act, error, omission, misstatement or **personal injury** committed in **your professional services**.

E. EXCLUSIONS

This **policy** does not apply to **claim(s)**:

1. Based upon or arising out of, or relating directly or indirectly to:
 - a. Any **insured** committing any intentional, dishonest, criminal, malicious or fraudulent act or omission. However, this exclusion does not apply to **personal injury**;
 - b. Any **insured** gaining any profit, remuneration or advantage to which such **insured** was not legally entitled; or

The above exclusions will not apply until a final adjudication establishes **a.** or **b.** above;

- c. Any breach of fiduciary duty including:
 - 1) Any breach of responsibility, or obligation, or alleging activities **you** performed in connection with any employee benefit or pension plan, including violations of the responsibilities, obligations or duties imposed upon fiduciaries by the Employee Retirement Income Security Act of 1974 ("ERISA"), as amended, or similar statutory or common law of the United States of America or any state or jurisdiction therein; or
 - 2) Any breach by a former, existing or prospective officer, director, shareholder, partner, manager, member, or trustee of any entity including pension, welfare, profit-sharing, mutual or investment fund or trust, if such entity is not named in the Declarations. However, this exclusion does not apply if **you** are deemed to be a fiduciary solely because of legal advice rendered or that should have been rendered with respect to an employee benefit plan;
- d. Any **loss** sustained by an **insured** or **claim** made against an **insured** as beneficiary or distributee of any trust or estate;

- e. Any liability **you** assume under any contract or agreement; however, this exclusion does not apply to liability **you** would have in the absence of such contract or agreement;
 - f. Any actual or alleged conversion, commingling, defalcation, misappropriation, intentional or illegal use of funds, monies or property; or inability or failure to pay or collect any funds, notes, drafts, or other negotiable instruments; or any resulting deficiency or default;
2. Arising out of or based upon;
 - a. Any discrimination on any basis, including, but not limited to: race, creed, color, religion, ethnic background, national origin, age, handicap, disability, gender, sexual orientation or pregnancy, or any other basis prohibited by law; or
 - b. **Your** sexual contact or **conduct** or the threat of sexual contact or **conduct**;
 3. Arising out of a **claim** by any **insured** under this **policy** against any other **insured** under this **policy**;
 4. Arising out of or made by any entity not named in the Declarations in which **you**:
 - a. Hold any interest as a partner, member, principal or stockholder; or
 - b. Are an employee; or
 - c. Directly control, operate or manage.

F. EXTENDED REPORTING PERIOD

1. AUTOMATIC EXTENDED REPORTING PERIOD

The **named insured** will be entitled to an automatic **extended reporting period** for no additional premium. This extension is applicable to any **claim** made against **you** during the **policy period** and reported to **us** in writing during the sixty (60) days immediately following the **policy termination date**.

2. OPTIONAL EXTENDED REPORTING PERIOD

We will provide an optional **extended reporting period** as described below:

- a. If this **policy** is canceled, terminated or nonrenewed, the **named insured** will have the right, upon payment of an additional premium, to an extension of the reporting period for any **claim** against **you** first made and reported after the date upon which the **policy period** ends, but only with respect to **wrongful acts** committed after the applicable **retroactive date** and prior to the end of the **policy period** and otherwise covered by this **policy**. Such period will be referred to as the optional **extended reporting period**.
 - 1) The additional premium for the optional **extended reporting period** will be based upon the rates in effect on the date this **policy** was issued or last renewed and will be for one (1) year at 100% of such premium; two (2) years at 150% of such premium; three (3) years at 175% of such premium; six (6) years at 225% of such premium; or, for an unlimited period at 250% of such premium.
 - 2) **The named insured** must request the optional **extended reporting period** in writing and must pay **us** the additional premium within sixty (60) days following the date of such cancellation, termination or nonrenewal. If **we** do not receive **your** request and premium payment within sixty (60) days following the date of such cancellation, termination or nonrenewal, the **named insured's** right to purchase the optional **extended reporting period** will cease.
 - 3) If **we** cancel or refuse to renew this **policy** due to:
 - a) Non-payment of premiums; or
 - b) Non-compliance by the **named insured** with any of the terms and conditions of this **policy**; or
 - c) Any misrepresentation or omission in the application for this **policy**; or
 - d) If at the time this right could be exercised by the **named insured**, such entity has been seized or disbanded at the request of any regulatory authority;
 the **named insured's** right to purchase the optional **extended reporting period** will cease.
- b. All premiums paid for an optional **extended reporting period** will be deemed fully earned as of the first day of the optional **extended reporting period**. The optional **extended reporting period** may not be canceled.

- c. The optional **extended reporting period** is non-renewable. The optional **extended reporting period** purchased must follow immediately after the expiration of the **policy**.
- d. **Our** offer of renewal terms, conditions, Limit of Liability and/or premiums different from those of the expiring **policy** will not constitute refusal to renew.
- e. The optional **extended reporting period** will not increase any Limit of Liability stated in the Declarations. For the purpose of **policy** limits, the reporting periods are part of, not in addition to, the **policy period**.

G. DUTIES IN THE EVENT OF CLAIM(S) OR POTENTIAL CLAIM(S)

1. NOTICE OF CLAIM OR DISCIPLINARY PROCEEDING

- a. If **you** receive notice of a **claim**, **you** and any other involved **insured(s)** must provide to **us** written notice of the **claim**, with full details including the date received, the claimant's name and address, the dates and nature of retention, and the alleged **wrongful act** as soon as practicable, but in no event later than sixty (60) days after such **claim** is first made.
- b. **You** and any other involved **insured** must:
 - 1) Immediately send **us** copies of any demands, notices, summonses or legal papers received in connection with the **claim** or **disciplinary proceeding**;
 - 2) Authorize **us** to obtain records and other information;
 - 3) Cooperate with **us** in the investigation, defense or settlement of the **claim** or **disciplinary proceeding**;
 - 4) Cooperate with **us** in the investigation of coverage for the **claim** or **disciplinary proceeding**; and
 - 5) Assist **us**, upon **our** request, in the enforcement of any right against any person or entity which may be liable to **you** because of **damages** to which this insurance may apply.
- c. No **insured** will, except at that **insured's** own cost, voluntarily make a payment, assume any obligation, agree to a settlement or incur any expense related to a **claim** or **disciplinary proceeding** without **our** consent.

2. NOTICE OF POTENTIAL CLAIM OR DISCIPLINARY PROCEEDING

- a. If, during the **policy period**, **you** become aware of a **wrongful act** or any facts or other circumstance that occurred on or after the **retroactive date** but prior to the end of the **policy period** which may reasonably be expected to subsequently give rise to a **claim** or **disciplinary proceeding** against **you**, **you** may give **us** written notice as soon as practicable of the **potential claim** or **disciplinary proceeding**. To the extent possible notice should include:
 - 1) Where the **wrongful act** took place and any facts or circumstance concerning the **wrongful act**; and
 - 2) The names and addresses of any persons and entities involved.
- b. Any **claim** or **disciplinary proceeding** arising out of the **wrongful act**, facts or circumstance which is subsequently made against **you** will be deemed to have been first made at the time **we** received such written notice of the **potential claim** or **disciplinary proceeding** from **you**, if **we** receive proper notice of the **potential claim** or **disciplinary proceeding** according to Paragraph **a.** above.

H. CONDITIONS

1. CANCELLATION AND NON RENEWAL

- a. **We** may cancel this **policy** by mailing to the **named insured's** last known address, with postage fully prepaid:
 - 1) Ten (10) days written notice of cancellation for nonpayment of premium or deductible; or
 - 2) Thirty (30) days written notice of cancellation for reasons other than nonpayment of premium; and
 - 3) Whether or not **we** offer a return of unearned paid premium or assessment.
- b. The **named insured** may cancel this **policy** for itself and all other **insureds** by written notice to **us** stating when thereafter the cancellation will be effective. If this **policy** is cancelled, earned premium will be computed in accordance with the customary short rate proportion of the premium.

- c. **We** are not required to renew this **policy**. However, **we** will send written notice of **our** intent to non-renew this **policy** to the **named insured** at least thirty (30) days prior to expiration of the **policy period**. **We** will extend the period of coverage of the current **policy** at the expiring premium to comply with this notice requirement. The earned premium for any period of coverage beyond the expiration date will be considered pro rata based upon the rates in effect at the inception date of the expiring **policy**.
- d. **We** will not amend the **retroactive date(s)** during a period of continuous coverage.

2. REPRESENTATIONS AND APPLICATION

By accepting this **policy**, **you** agree that:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based on representations **you** made in **your** application for this insurance **policy**;
- c. The representations made in **your** application are the basis of this **policy** and are to be considered as incorporated into and constituting a part of this **policy**;
- d. Those representations are material to the acceptance of the risk **we** assumed under this **policy**;
- e. **We** have issued this **policy** in reliance upon the truth, accuracy and completeness of such representations;
- f. The application will be interpreted as a separate application for coverage by each **insured**. No statement in the application, fact pertaining to or knowledge possessed by any **insured** will be imputed to any other **insured** for the purpose of determining if coverage is available; and
- g. Statements in the application, facts pertaining to or knowledge possessed by the individual signing the application will be imputed to the **named insured**.

3. LEGAL ACTION AGAINST US

No person or entity has a right under this **policy**:

- a. To join **us** as a party or otherwise bring **us** into a suit asking for **damages** from an **insured**; or
- b. To sue **us** on this **policy** unless all of its terms have been fully complied with.

A person or entity may sue **us** to recover on an agreed settlement or on a final judgment against an **insured**; but we will not be liable for **damages** that are not payable under the terms of this **policy** or that are in excess of the applicable Limit of Liability. An agreed settlement means a settlement and release of liability signed by **us**, the **insured** and the claimant or the claimant's legal representative.

4. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

If **you** have rights to recover all or part of any payment **we** have made under this **policy**, these rights are transferred to **us**. **You** must do nothing after a **loss** to impair **our** rights to seek or obtain recovery from others. At **our** request, **you** will sue those responsible or transfer those rights to **us** and help **us** enforce them. In the event of any payment under this **policy**, **we** will be subrogated to the extent of such payment to all of **your** rights of recovery. **You** will execute and deliver such instruments and papers and do whatever else is necessary to secure such rights and will do nothing to prejudice or compromise such rights without **our** express written consent.

5. ASSIGNMENT

No change in, modification of or assignment of interest in this **policy** will be effective except when made by a written endorsement to the **policy**.

6. SOLE AGENT FOR THE INSURED

By accepting this **policy**, **you** agree that only the **named insured** is authorized to act on behalf of all **insureds** with respect to the following: consenting to settlement or releasing rights under this **policy**, payment for premiums, receiving return premiums, giving or receiving notice of cancellation or nonrenewal, requesting any optional **extended reporting period** and agreeing to any changes in this insurance **policy**. Each **insured** agrees that the **named insured** will act on its or their behalf with respect to such matters.

7. COVERAGE TERRITORY AND VALUATION

- a. This **policy** applies to a **wrongful act** committed anywhere in the world.

- b. All premiums, limits, deductibles, **loss** and other amounts are expressed and payable in the currency of the United States of America. If a judgment is rendered, a settlement is denominated or another element of **loss** under this **policy** is stated in a currency other than the United States of America dollars, payment under this **policy** will be made in United States of America dollar equivalent determined by the rate of exchange published in the *Wall Street Journal* on the date the judgment becomes final, the amount of the settlement is agreed upon or any element of **loss** is due, respectively.

8. OTHER INSURANCE

- a. If other valid and collectible insurance is available to **you** for **loss** covered under this **policy**, the insurance provided by this **policy** will be excess over such other insurance, regardless of whether or not such insurance is primary, contributory, excess, contingent or otherwise.
- b. When this insurance is excess, **we** have no duty to defend **you** against any **claim** if any other insurer has a duty to defend **you** against the **claim**. If no other insurer defends, **we** will undertake to do so but **we** will be entitled to **your** rights against those other insurers.
- c. When this insurance is excess over other insurance we will pay only our share of the amount of **loss**, if any, that exceeds the sum of:
 - 1) The total amount that all such other insurance would pay for the **loss** in the absence of this insurance; and
 - 2) The total of all deductibles, self-insurance and retentions under all that other insurance.

We will share the remaining **loss**, if any, with any other insurance that is not described in this provision and was not bought specifically to apply in excess of the Limit of Liability shown on the Declarations of this **policy**.

9. TWO OR MORE POLICIES, COVERAGE PARTS, OR ENDORSEMENTS ISSUED BY US

It is **our** stated intention that this **policy** and any other **policy**, coverage part or endorsement issued by **us**, or by another member of The Hanover Insurance Group will not provide duplication or overlap of coverage for the same **claim**. If this **policy** and any other **policy** issued by **us**, or by another member of The Hanover Insurance Group, to **you**, apply to the same **claim**, then, **Condition 8. Other Insurance** notwithstanding:

- a. **We** will not be liable under this **policy** for a greater proportion of the **loss** than the applicable Limit of Liability of this **policy** bears to the sum of the total Limits of Liability of all such policies; and
- b. The maximum amount payable under all such policies combined will not exceed the highest applicable Limit of Liability under any one **policy**.

10. ALLOCATION

If **you** incur both **loss** covered by this **policy** and **loss** not covered by this **policy** on account of any **claim** because such **claim** includes both covered and non-covered matters, coverage with respect to such **claim** will apply as follows:

- a. 100 percent of **claim expenses** on account of the **claim** will be considered covered **loss**; and
- b. **We** will fairly allocate all remaining **loss** that **you** incurred on account of such **claim** between covered **loss** and non-covered **loss**.

11. SEPARATION OF INSURED

Except with respect to the Limit of Liability, deductible and any rights or obligations assigned to the **named insured**, this insurance applies:

- a. As if each **insured** were the only **insured**; and
- b. Separately to each **insured** against whom a **claim** is made.

12. CONFORMANCE TO STATUTE

The terms of this **policy** which are in conflict with the statutes of the state in which this **policy** is issued are amended to conform to those statutes.

13. SECTION TITLES

The titling of sections and paragraphs within this **policy** is for convenience only and will not be interpreted as a term or condition of this **policy**.

14. INNOCENT INSUREDS

In the event that coverage under this **policy** would be excluded, suspended or lost because any of **you** concealed a **claim** from **us**, **we** will cover any other of **you** who did not participate in, acquiesce in or fail to promptly notify **us** of this concealment, provided that **you** complied with all other **policy** provisions.

In the event that coverage under this **policy** would be excluded, suspended or lost because of a dishonest, criminal, malicious, or fraudulent act, error, or omission by one or more of **you**, **we** will cover any other of **you** who did not participate in, acquiesce in or fail to take appropriate action when **you** discovered the conduct, provided that **you** complied with all other **policy** provisions.

We have the right to recover against any **insured** responsible for dishonest, criminal, malicious or fraudulent acts errors, omissions, or discrimination, or concealment, or any other illegal act, whether or not intentional, for any **claim expenses** or **damages** paid under this section.

15. POLICY DISPUTES

If there is a dispute between **you** and **us** in the interpretation, validity, construction or enforceability of this **policy**, the dispute will be referred to **mediation** prior to the initiation of any legal proceeding. **We** both agree to meet with a qualified mediator in a good faith effort to negotiate a resolution of the dispute unless **we** and **you** both agree in writing to waive this provision. **We** and **you** agree to split the cost of the mediator equally. If **you** and **we** cannot agree on the specifics of the **mediation**, including but not limited to date, time, and/or mediator, the mediation process will instead follow the Commercial Mediation Procedures of the American Arbitration Association in effect at the inception of this **policy**. The **mediation** will continue until the dispute is resolved; or the mediator notifies **you** and **us** that it is unlikely that the dispute will be resolved through **mediation**; or any party elects to end the mediation.

You have thirty (30) days to accept **our** written invitation to participate in **mediation**. Refusal to participate in **mediation**, respond to a request to participate in **mediation**, or, after agreeing to participate, refusal to agree to terms of **mediation**, or to pay **your** share of **mediation** expenses will result in a waiver of this clause.

16. BANKRUPTCY

You or **your** estate's bankruptcy or insolvency does not relieve **us** of **our** obligations under this **policy**.

17. LIBERALIZATION

If **we** adopt any revisions to the terms and conditions of this **policy** form to provide more coverage without an additional premium charge during the **policy** term, the broadened coverage will immediately apply. However, the broadened terms and conditions will not apply to any **claims** that were first made against **you** prior to the effective date of the revision.

18. NOTICES

Any notices required to be given by an **insured** will be submitted in writing to the **company** or its authorized representative. If mailed, the date of mailing of such notice will be deemed to be the date such notice was given and proof of mailing will be sufficient proof of notice.

19. SERVICE OF SUIT

In the event of **our** failure to pay any amount claimed to be due hereunder, **we** will, at the request of the **named insured**, submit to the jurisdiction of any court of competent jurisdiction within the United States and will comply with all requirements necessary to give such court jurisdiction and will comply with all requirements necessary to give such court jurisdiction and all matters arising hereunder will be determined in accordance with the law and practice of such court.

20. TRADE AND ECONOMIC EMBARGOES

This policy does not provide coverage for **insureds**, transactions or that part of **damages** or **claims expenses** that are uninsurable under the laws or regulations of the United States concerning trade or economic sanctions.



PRIMARY PRO BONO ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured: Kansas Holistic Defenders

This endorsement, effective 12:01 AM 1/31/2024 modifies the following:

LAWYERS PROFESSIONAL LIABILITY INSURANCE POLICY
(NLADA Mutual Insurance Co.)

SECTION H - CONDITIONS, Paragraph 8. OTHER INSURANCE is replaced by the following:

8. OTHER INSURANCE

- a. If other valid and collectible insurance is available to **you** for **loss** covered under this **policy**, the insurance provided by this **policy** will be excess over such other insurance, regardless of whether or not such insurance is primary, contributory, excess, contingent or otherwise.
- b. When this insurance is excess **we** have no duty to defend **you** against any **claim** if any other insurer has a duty to defend you against the **claim**. If no other insurer defends **we** will undertake to do so but **we** will be entitled to **your** rights against those other insurers.
- c. When this insurance is excess over other insurance we will pay only our share of the amount of **loss**, if any, that exceeds the sum of:
 1. The total amount that all such other insurance would pay for the **loss** in the absence of this insurance; and
 2. The total of all deductibles, self-insurance and retentions under all that other insurance.**We** will share the remaining **loss**, if any, with any other insurance that is not described in this provision and was not bought specifically to apply in excess of the Limit of Liability shown on the Declarations of this **policy**.
- d. Only with respect to **insureds** who provide **professionals services** to clients of the **named insured** on a pro bono or judicare (reduced fee) basis and/or who participate in volunteer lawyers programs at the written request of the **named insured**, this **policy** will be primary, even if other valid and collectible insurance is available to **you** for a **loss** covered under this **policy**, regardless of whether or not such insurance is primary, contributory, excess, contingent or otherwise.

All other terms and conditions remain unchanged.



CUT-THROUGH ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured: Kansas Holistic Defenders



This endorsement, effective 12:01 AM 1/31/2024 modifies the following:

LAWYERS PROFESSIONAL LIABILITY INSURANCE POLICY
(NLADA Mutual Insurance Co.)

It is hereby agreed that if NLADA Mutual Insurance Co., A Risk Retention Group, due to its insolvency, fails to perform its obligations in respect of a claim by the **insured** under the terms of this **policy**, then all such obligations, including any defense and indemnification of the **insured** required thereby, shall be performed directly by the reinsurer, Minnesota Lawyers Mutual Insurance Company (**MLM**), identified under a reinsurance agreement providing for reinsurance under this **policy** for or on behalf of the **insured(s)** hereunder (**Reinsurance Agreement**), provided that **MLM** has not already made payment in full for its proportion of such claim in accordance with the terms of the **Reinsurance Agreement** and the **policy**.

All other terms and conditions remain unchanged.



ADDITIONAL INSURED ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured: Kansas Holistic Defenders

This endorsement, effective 12:01 AM 1/31/2024 modifies the following:

LAWYERS PROFESSIONAL LIABILITY INSURANCE POLICY
(NLADA Mutual Insurance Co.)

SECTION D - DEFINITIONS, the definition of **Insured**, is replaced by the following:

Insured means:

1. The **named insured**; or
2. Any lawyer, partnership, professional corporation, professional association, limited liability company, limited liability partnership, non-profit entity or governmental agency who was, is or becomes a partner, officer, director, stockholder-employee, associate, manager, member, employee or volunteer of the named **insured** during the **policy period** shown in the Declarations solely while acting in a professional capacity on behalf of the **named insured**; or
3. Any non-lawyer who was or is an employee, independent contractor or volunteer of the **named insured** solely while acting on behalf of the **named insured**; or
4. The **insured's** heirs, assigns, spouse or domestic partner, and legal representatives in the event of the **insured's** death, incapacity or bankruptcy to the extent that the **insured** would have been covered;
5. Any organization which provides funding to the **named insured**, but only to the extent that a **claim** is made against it for a **wrongful act** performed by the **named insured**; however, there shall be no coverage afforded to any such entity as a result of its independent **wrongful acts**.
6. Any entity and any lawyer, employee, member or volunteer of such entity which provides **professional services** at the request of the **named insured** and in support of the **named insured's** rendering of **professional services** to its clients; however, there shall be no coverage afforded to any such entity, lawyer, employee, member or volunteer as a result of independent **wrongful acts**.

All other terms and conditions remain unchanged.

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KANSAS HOLISTIC DEFENDERS

APPENDIX B
BOARD OF DIRECTORS
KANSAS HOLISTIC DEFENDERS BYLAWS

KANSAS HOLISTIC DEFENDERS BOARD OF DIRECTORS CONTACT INFORMATION

Position	First Name	Last Name	Email	Phone	Address	City	ST	Zip
1. Chair	Mark	Hartman				Kansas City	MO	64114
2. Vice Chair	Micah	Tempel				Lawrence	KS	66049
3. Secretary	Karen	Leve				Prairie Village	KS	66208
4. Treasurer	Josh	Harsin				Lawrence	KS	66044
Member	Brandi	Studer				Kansas City	MO	64110
Member	Pearson	Carter				Topeka	KS	66607

Member Term Information and Affiliations

Position	First Name	Last Name	Term Election	Term Deadline	Office Term Start Date	Profession	Affiliations
1. Chair	Mark	Hartman	11/1/2023	Jan-25	1/19/2024	Attorney	Bath & Edmonds
2. Vice Chair	Micah	Tempel	11/1/2023	Jan-25	1/19/2024	Attorney	Kansas Legal Services
3. Secretary	Karen	Leve	1/19/2024	Jan-26	n/a	Attorney	ACLU Kansas; Bronx Defenders
4. Treasurer	Josh	Harsin	7/1/2022	Jul-24	7/1/2024	Researcher	BIDS; KU
Member	Brandi	Studer	11/1/2022	Nov-24	n/a	Attorney	VOCA
Member	Pearson	Carter	4/1/2022	Jan-24	n/a	Attorney	BLM Topeka

Updated: 6/8/2024

KANSAS HOLISTIC DEFENDERS

Kansas Holistic Defenders Bylaws
Revised on: 06/08/2023
Adopted on: 06/12/2023

ARTICLE I: CORPORATION FORMATION

1.01 Name:

Kansas Holistic Defenders, Inc.

1.02 Type:

501(c)3 Nonprofit Corporation

1.03 Purpose:

Kansas Holistic Defenders (*“the corporation”*) is a non-profit corporation and shall operate exclusively for educational and charitable purposes within the meaning of Section 501 (c)(3) of the Internal Revenue Code of 1986, or the corresponding section of any future Federal tax code. These bylaws incorporate all purposes outlined in Article VI of the Articles of Organization.

1.04 Powers:

The corporation shall have the power, directly or indirectly, alone or in conjunction or cooperation with others, to do any and all lawful acts which may be necessary or convenient to affect the charitable purposes, for which the corporation is organized, and to aid or assist other organizations or persons whose activities further accomplish, foster, or attain such purposes. The powers of the corporation may include, but not be limited to, the acceptance of contributions from the public and private sectors, whether financial or in-kind contributions.

1.05 No Membership Classes:

The corporation shall have no members who have any right to vote or title or interest to the corporation, its properties, and franchises.

1.06 Non-Voting Affiliates:

The Board of Directors may approve classes of non-voting affiliates with rights, privileges, and obligations established by the Board. Affiliates may be individuals, businesses, and other organizations that seek to support the mission of the corporation. The Board, a designated committee of the Board, or any duly elected officer in accordance with Board policy including the Executive Director and/or Executive Directors, shall have authority to admit any individual or organization as an affiliate, to recognize representatives of affiliates, and to make determinations as to affiliates' rights, privileges, and obligations. At no time shall affiliate information be shared with or sold to other organizations or groups without the affiliate's consent. At the discretion of the Board of Directors or the Executive Director(s), affiliates

KANSAS HOLISTIC DEFENDERS

may be given endorsement, recognition, and media coverage at fundraising activities, clinics, other events or at the corporation website. Affiliates have no voting rights and are not members of the corporation.

1.07 Dues:

Any dues for affiliates shall be determined and/or approved by the Board of Directors or the Executive Director(s).

KANSAS HOLISTIC DEFENDERS

ARTICLE II: BOARD OF DIRECTORS

2.01 Number of Directors:

Kansas Holistic Defenders shall have a Board of Directors consisting of at least three (3) Directors. Within these limits, the Board may increase or decrease the number of Directors serving on the Board, including for the purpose of staggering the terms of Directors.

2.02 Powers:

All corporate powers shall be exercised by or under the authority of the Board and the affairs of Kansas Holistic Defenders shall be managed by the Executive Director(s) under the consultation or direction of the Board, except as otherwise provided by law.

2.03 Terms:

- (a) All Directors shall be elected to serve a two-year term; however, the term may be extended until a successor has been elected.
- (b) After the initial Board of Directors serve their terms, Director terms will strive to be staggered so that close to half the number of Directors will end their terms in any given year.
- (c) Directors may serve terms in succession.
- (d) The term of office shall be considered to begin January 1 and end December 31 of the second year in office unless the term is extended until such time as a successor has been elected.

2.04 Qualifications and Election of Directors:

To be eligible to serve as a Director on the Board of Directors, the individual must be 18 years of age. Directors may be elected at any Board meeting by the majority vote of the existing Board of Directors. The election of Directors to replace those who have fulfilled their term of office shall take place in January of each year.

2.05 Vacancies:

The Board of Directors may fill vacancies due to the expiration of a term of office, resignation, death, or removal of a director or may appoint new Directors to fill a previously unfilled Board position, subject to any future maximum number of Directors. In the event of unexpected vacancies, such as vacancies in the Board of Directors due to resignation, death, or removal, it shall be filled by the Board for the balance of the term of the Director being replaced.

2.06 Removal of Directors:

A Director may be removed by two-thirds vote of the Board of Directors then in office, if:

- (a) the Director is absent and unexcused from two or more meetings of the Board of Directors in a twelve-month period. The Board Chair is empowered to excuse Directors from attendance for a reason deemed adequate by the Board Chair. The Chair shall not have the power to excuse themselves from the Board meeting attendance, but the Board Vice-Chair may excuse the Chair, or.

KANSAS HOLISTIC DEFENDERS

(b) for cause or no cause, if before any meeting of the Board at which a vote on removal will be made, the Director in question is given electronic or written notification of the Board's intention to discuss her/his/their case and is given the opportunity to be heard at a meeting of the Board.

2.07 Meetings:

(a) Regular Meetings. The Board of Directors shall have a minimum of two (2) regular meetings each calendar year in January and July, unless otherwise agreed upon by a majority vote of the Board, in a place to be determined by the Chair or Executive Director(s). Board meetings shall be held upon two weeks' notice by first-class mail, electronic mail, facsimile transmission, personally or by telephone. If sent by mail, facsimile transmission, or electronic mail, the notice shall be deemed to be delivered upon its deposit in the mail or transmission system.

(b) Special Meetings. Special meetings of the Board may be called by the Chair, Vice-Chair, Secretary, Treasurer, or any two (2) other Directors of the Board of Directors]. A special meeting must be preceded by at least 2 days' notice to each Director of the date, time, and place, but not the purpose, of the meeting.

(c) Waiver of Notice. Any Director may waive notice of any meeting, in accordance with Kansas law.

2.08 Manner of Acting:

(a) Quorum. A majority vote of the Directors in office immediately before a meeting shall constitute a quorum for the transaction of business at that meeting of the Board. No business shall be considered by the Board at any meeting at which a quorum is not present. Majority vote shall serve as quorum with the exception of a vote on removal of a Director or a vote on any revision or addition of these bylaws.

(b) Majority Vote. Except as otherwise required by law or by the articles of incorporation, the act of the majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board.

(c) Hung Board Decisions. On the occasion that Directors of the Board are unable to decide based on a tied number of votes, the proposed action or vote fails to pass.

(d) Participation. Except as required otherwise by law, the Articles of Incorporation, or these Bylaws, Directors may participate in a regular or special meeting using any means of communication by which all Directors participating may simultaneously hear each other during the meeting, including in person, internet video meeting or by telephonic conference call.

(e) Voting by Proxy. Directors may vote by proxy should they be previously excused from an announced meeting. Votes may be accepted in writing or by facsimile mail or electronic mail.

2.09 Compensation for Board Service:

Directors shall receive no compensation for carrying out their duties as Directors. The Board may adopt policies providing for reasonable reimbursement of Directors for expenses

KANSAS HOLISTIC DEFENDERS

incurred in conjunction with carrying out Board responsibilities, such as travel expenses to attend Board meetings.

2.10 Compensation for Professional Services by Directors:

Directors are not restricted from being remunerated for professional services provided to the corporation. Such remuneration shall be reasonable and fair to the corporation and must be reviewed and approved in accordance with state law.

2.11 Informal Action by The Board of Directors:

Any action required or permitted to be taken by the Board of Directors at a meeting may be taken without a meeting if consent in writing, setting forth the action so taken, shall be agreed by the consensus of a quorum. For the purposes of this section an e-mail transmission from an e-mail address on record constitutes a valid writing. The intent of this provision is to allow the Board of Directors to use email to approve actions, as long as a quorum of Board members gives consent.

2.12 Confidentiality of Board meetings:

Board meetings are open unless an Executive Session is called by any Director. Executive Sessions will be confidential and aligned according to the definition of said session in Robert's Rules of Order. Minutes will be taken in an Executive Session, but they will be sealed and only opened by those with authority.

2.13 Executive Director: The Executive Director(s) is/are governed by the Board of Directors and serve as the senior officer(s) of the corporation. There can be either a single Executive Director or Co-Executive Directors as adopted by the Board of Directors. The Executive Director(s) is/are responsible for steering the corporation and its operations. The Executive Director(s) is/are appointed to the position by and report to the Board of Directors. The Executive Director(s) is/are not members of the board, are employed by the corporation, and are compensated for this employment. Thus, the Executive Director(s) have no voting powers in matters of the Board of Directors.

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ARTICLE III: COMMITTEES

3.01 Committees:

The Board of Directors may, through the resolution adopted by a majority of the Directors then in office, designate one or more committees, each consisting of two or more Directors, to serve at the pleasure of the Board. Any committee, to the extent provided in the resolution of the Board, shall have all the authority of the Board, except that no committee, regardless of Board resolution, may:

- (a) take any final action on matters which also require the Board members' approval or the approval of a majority of all members.
- (b) fill vacancies on the Board of Directors or in any committee which has the authority of the Board.
- (c) amend or repeal Bylaws or adopt new Bylaws.
- (d) amend or repeal any resolution of the Board of Directors which by its express terms is not so amendable or repealable;
- (e) appoint any other committees of the Board of Directors or the members of these committees.
- (f) expend corporate funds to support a nominee for Director; or
- (g) approve any transaction:
 - (i) to which the corporation is a party, and one or more Directors have a material financial interest; or
 - (ii) between the corporation and one or more of its directors or between the corporation or any person in which one or more of its directors has a material financial interest.

3.02 Meetings and Action of Committees:

Meetings and action of the committees shall be governed by and held and taken in accordance with, the provisions of Article II of these Bylaws concerning meetings of the Directors, with such changes in the context of those Bylaws as are necessary to substitute the committee and its members for the Board of Directors and its members, except that the time for regular meetings of committees may be determined either by resolution of the Board of Directors or by resolution of the committee. Special meetings of the committee may also be called by resolution of the Board of Directors. Notice of special meetings of committees shall also be given to any and all alternate members, who shall have the right to attend all meetings of the committee. Minutes shall be kept of each meeting of any committee and shall be filed with the corporate records. The Board of Directors may adopt rules for the governing of the committee consistent with the provision of these Bylaws.

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ARTICLE IV: OFFICERS

4.01 Board Officers:

The officers of the corporation shall be a Board Chair, Vice-Chair, Secretary, and Treasurer, all of whom shall be chosen by, and serve at the pleasure of, the Board of Directors. Each Board officer shall have the authority and shall perform the duties set forth in these Bylaws or by resolution of the Board or by direction of an officer authorized by the Board to prescribe the duties and authority of other officers. The Board may also appoint additional vice-chairs and such other officers as it deems expedient for the proper conduct of the business of the corporation, each of whom shall have such authority and shall perform such duties as the Board of Directors may determine. One person may hold two or more Board offices, but no Board officer may act in more than one capacity where action of two or more officers is required.

4.02 Term of Office:

Each officer shall serve a two-year term of office. Each Board officer's term of office shall begin upon the adjournment of the Board meeting at which elected and shall end upon the adjournment of the Board meeting during which a successor is elected.

4.03 Board Chair:

The Board Chair shall be the chief volunteer officer of the corporation. The Board Chair shall lead the Board of Directors in performing its duties and responsibilities, including, if present, presiding at all meetings of the Board of Directors, and shall perform all other duties incident to the office or properly required by the Board of Directors.

4.04 Vice-Chair:

In the absence or disability of the Board Chair, the ranking Vice-Chair designated by the Board of Directors shall perform the duties of the Board Chair. When so acting, the Vice-Chair shall have all the powers of and be subject to all the restrictions upon the Board Chair. The Vice-Chair shall have such other powers and perform such other duties prescribed for them by the Board of Directors or the Board Chair.

4.05 Secretary:

The secretary shall keep or cause to be kept a book of minutes of all meetings and actions of Directors and committees of Directors. The minutes of each meeting shall state the time and place that it was held, and such other information as shall be necessary to determine the actions taken and whether the meeting was held in accordance with the law and these Bylaws. The secretary shall cause notice to be given of all meetings of Directors and committees as required by the Bylaws. The secretary shall have such other powers and perform such other duties as may be prescribed by the Board of Directors or the Board Chair. The secretary may appoint, with the approval of the Board, a director to assist in the performance of all or part of the duties of the secretary.

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4.06 Treasurer:

The treasurer shall be the leading Director for oversight of the financial condition and affairs of the corporation. The treasurer shall oversee and, in collaboration with the Executive Director(s), keep the Board informed of the financial condition of the corporation. In conjunction with the Executive Director(s), the treasurer shall oversee budget preparation and shall ensure that appropriate financial reports, including an account of major transactions and the financial condition of the corporation, are made available to the Board of Directors on a timely basis or as may be required by the Board of Directors. The treasurer may appoint, with the approval of the Board, a director or a qualified fiscal agent or member of the staff to assist in the performance of all or part of the duties of the treasurer.

4.07 Non-Director Officers:

The Board of Directors may designate additional officer positions of the corporation and may appoint and assign duties to other non-Director officers of the corporation.

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ARTICLE V: CONTRACTS, CHECKS, LOANS, INDEMNIFICATION AND RELATED MATTERS

5.01 Contracts and other Writings:

Except as otherwise provided by resolution of the Board or Board policy, all contracts, deeds, leases, mortgages, grants, and other agreements of the corporation shall be executed on its behalf by the Executive Director or other persons to whom the corporation has delegated authority to execute such documents in accordance with policies approved by the Board.

5.02 Checks, Drafts:

All checks, drafts, or other orders for payment of money, notes, or other evidence of indebtedness issued in the name of the corporation, shall be signed by such officer or officers, agent or agents, including the Executive Director of the corporation and in such manner as shall from time to time be determined by resolution of the Board.

5.03 Deposits:

All funds of the corporation not otherwise employed shall be deposited from time to time to the credit of the corporation in such banks, trust companies, or other depository as the Executive Director(s), the Board, or a designated committee of the Board may select.

5.04 Loans:

No loans shall be contracted on behalf of the corporation and no evidence of indebtedness shall be issued in its name unless authorized by resolution of the Board. Such authority may be general or confined to specific instances.

5.05 Indemnification:

(a) Mandatory Indemnification. The corporation shall indemnify a Director or former Director, who was wholly successful, on the merits or otherwise, in the defense of any proceeding to which he or she was a party because he or she is or was a Director of the corporation against reasonable expenses incurred by him or her in connection with the proceedings.

(b) Permissible Indemnification. The corporation shall indemnify a Director or former Director made a party to a proceeding because he or she is or was a Director of the corporation, against liability incurred in the proceeding, if the determination to indemnify him or her has been made in the manner prescribed by the law and payment has been authorized in the manner prescribed by law.

(c) Advance for Expenses. Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the corporation in advance of the final disposition of such action, suit or proceeding, as authorized by the Board of Directors in the specific case, upon receipt of (I) a written affirmation from the Director, officer, employee or agent of his or her good faith belief that he or she is entitled to indemnification as authorized in this article, and (II) an undertaking by or on behalf of the Director, officer, employee or agent to repay such amount, unless it shall ultimately be determined that he or she is entitled to be indemnified by the corporation in these Bylaws.

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(d) Indemnification of Officers, Agents and Employees. An officer of the corporation who is not a director is entitled to mandatory indemnification under this article to the same extent as a director. The corporation may also indemnify and advance expenses to an employee or agent of the corporation who is not a director, consistent with Kansas Law and public policy, provided that such indemnification, and the scope of such indemnification, is set forth by the general or specific action of the Board or by contract.

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ARTICLE VI: MISCELLANEOUS

6.01 Books and Records:

The corporation shall keep correct and complete books and records of account. The Board of the corporation in collaboration with the Board Secretary shall keep minutes of the proceedings of all meetings of its Board of Directors, a record of all actions taken by Board of Directors without a meeting, and a record of all actions taken by committees of the Board. In addition, the corporation shall keep a copy of the corporation's Articles of Incorporation and Bylaws as amended to date.

6.02 Fiscal Year:

The fiscal year of the corporation shall be from January 1 to December 31 of each year.

6.03 Conflict of Interest:

The Board and/or Executive Director may adopt and periodically review a conflict-of-interest policy to protect the corporation's interest when it is contemplating any transaction or arrangement which may benefit any Director, officer, employee, affiliate, or member of a committee with Board-delegated powers at a later date to be determined by the Board. If any conflict-of-interest issues arise or are suspected, a director may abstain from any vote for Board action.

6.04 Nondiscrimination Policy:

The officers, Directors, committee members, employees, and persons served by this corporation shall be selected entirely on a nondiscriminatory basis with respect to age, sex, race, religion, national origin, and sexual orientation. It is the policy of Kansas Holistic Defenders not to discriminate on the basis of race, creed, ancestry, marital status, gender, sexual orientation, age, physical disability, veteran's status, political service or affiliation, color, religion, or national origin.

6.05 Bylaw Amendment:

These Bylaws may be amended, altered, repealed, or restated by a vote of two-thirds of the Board of Directors then in office at a meeting of the Board, provided, however,

(a) that no amendment shall be made to these Bylaws which would cause the corporation to cease to qualify as an exempt corporation under Section 501 (c)(3) of the Internal Revenue Code of 1986, or the corresponding section of any future Federal tax code; and,

(b) that an amendment does not affect the voting rights of Directors. An amendment that does affect the voting rights of Directors further requires ratification by a two-thirds vote of a quorum of Directors at a Board meeting.

(c) that all amendments be consistent with the Articles of Incorporation.

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ARTICLE VII: CODES OF ETHICS AND WHISTLEBLOWER POLICY

7.01 Purpose:

Kansas Holistic Defenders requires and encourages Directors, officers, and employees to observe and practice high standards of business and personal ethics in the conduct of their duties and responsibilities. The employees and representatives of the corporation must practice honesty and integrity in fulfilling their responsibilities and comply with all applicable laws and regulations. It is the intent of Kansas Holistic Defenders to adhere to all laws and regulations that apply to the corporation and the purpose of this policy is to support the corporation's goal of legal compliance. The support of all corporate staff is necessary to achieve compliance with various laws and regulations.

7.02 Reporting Violations:

If any Director or officer believes that some policy, practice, or activity of Kansas Holistic Defenders is in violation of law, a written complaint must be filed by that person with the Vice-Chair or the Board Chair. If any staff or employee believes that some policy, practice, or activity of Kansas Holistic Defenders is in violation of law, a written complaint must be filed by that person with the Executive Director.

7.03 Acting in Good Faith:

Anyone filing a complaint concerning a violation or suspected violation of the Code must be acting in good faith and have reasonable grounds for believing the information disclosed indicates a violation of the Code. Any allegations that prove not to be substantiated and which prove to have been made maliciously or knowingly to be false shall be viewed as a serious disciplinary offense.

7.04 Retaliation:

Said person is protected from retaliation only if they bring the alleged unlawful activity, policy, or practice to the attention of Kansas Holistic Defenders and provides a reasonable opportunity to investigate and correct the alleged unlawful activity. The protection described below is only available to individuals that comply with this requirement.

Kansas Holistic Defenders shall not retaliate against any Director, officer, staff or employee who in good faith, has made a protest or raised a complaint against some practice of Kansas Holistic Defenders or of another individual or entity with whom Kansas Holistic Defenders has a business relationship, on the basis of a reasonable belief that the practice is in violation of law, or a clear mandate of public policy.

Kansas Holistic Defenders shall not retaliate against any Director, officer, staff or employee who disclose or threaten to disclose to a supervisor or a public body, any activity, policy, or practice of Kansas Holistic Defenders that the individual reasonably believes is in violation of a law, or a rule, or regulation mandated pursuant to law or is in violation of a clear mandate of public policy concerning the health, safety, welfare, or protection of the environment.

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7.05 Confidentiality:

Violations or suspected violations may be submitted on a confidential basis by the complainant or may be submitted anonymously. Reports of violations or suspected violations shall be kept confidential to the extent possible, consistent with the need to conduct an adequate investigation.

7.06 Handling of Reported Violations:

The Board Chair, Vice-Chair, or Executive Director shall notify the sender and acknowledge receipt of the reported violation or suspected violation within five business days. All reports shall be promptly investigated by the Board and its appointed committee and appropriate corrective action shall be taken if warranted by the investigation.

This policy shall be made available to all Directors, officers, staffs or employees and they shall have the opportunity to ask questions about the policy.

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ARTICLE VIII: AMENDMENT OF ARTICLES OF INCORPORATION

8.01 Amendment:

Any amendment to the Articles of Incorporation may be adopted by approval of two-thirds (2/3) of the Board of Directors.

8.02 Adoption of Articles of Incorporation:

All articles outlined in the Articles of Incorporation are hereby incorporated into these Bylaws.

ARTICLE IX: DISSOLUTION OF THE CORPORATION

9.01 Dissolution Clause

Upon the dissolution of the corporation, assets shall be distributed for one or more exempt purposes within the meaning of section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future Federal tax code. Any assets not so disposed shall be disposed of by a court of competent jurisdiction of the county in which the principal office of the corporation is located. Disposal shall be made exclusively for exempt or public purposes or be made to such organization or organizations as the court shall determine to be organized exclusively for such purposes.

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APPENDIX C

KANSAS HOLISTIC DEFENDERS FISCAL YEAR BUDGET (AND 2025 PROJECTIONS)

2025 Annual Budget Projections

calculated fields

Kansas Holistic Defenders						
	2021	2022	2023	2024	2024	2025
	Actuals	Actuals	Actuals	Adopted	Current	Budget
Revenues:						
Unrestricted Fund Balance 1/1/xx		73,783	47,783		112,936	123,709
Douglas County	0	425,000	454,700	454,700	454,700	454,700
BIDS (Vouchers)	0	0	12,500	7,500	30,000	85,000
Other Contract Services	0	2,400	3,254	2,000	2,000	2,000
Grants	10,000	93,346	251,197	242,728	242,728	380,728
Fundraisers	0	0	0	5,000	5,000	5,000
Contributions	98,803	44,701	36,558	45,000	45,000	45,000
Interest	0	35	1,159	2,400	2,400	4,800
Other - Trasnfers between depts (SIF)	0	9,158	0	0	0	0
Total Revenues	108,803	574,640	759,368	759,328	781,828	977,228
Total Revenues and Fund Balance	108,803	648,423	807,151	759,328	894,764	1,100,937
Expenditures:						
Salaries	14,300	367,669	477,372	554,826	568,420	691,512
Employee Taxes and Benefits (Non-Ins)	0	47,419	52,511	61,031	61,701	74,996
Health Insurance, Dental, Vision	0	62,500	62,500	65,255	65,255	79,756
Office Supplies and Equipment	5,857	20,295	25,652	13,500	13,500	14,500
Utilitites, Building Maint.	1,200	15,600	14,770	19,480	19,680	22,776
Travel & Training (mileage, pro fees, etc.)	1,456	7,110	2,653	3,000	4,000	4,500
Debt Payments (transfer SIF)	0	9,158	0	0	0	0
Legal Fees (experts, court filing, etc.)	4,707	6,027	3,199	4,000	4,000	4,000
Legal Admin Costs (Westlaw, JusticeText)	0	6,068	9,000	9,000	10,500	10,500
External Administrative Service Costs	0	33,591	26,658	25,000	20,000	13,000
Insurance and Licensing Fees	0	1,900	1,900	2,500	4,000	5,500
Fiscal Sponsorship Fees	7500	23,304	18,000	0	0	0
Total Expenditures	35,020	600,640	694,214	757,591	771,056	921,040
Ending Fund Balance 12/31/xx	73,783	47,783	112,936	1,737	123,709	179,897

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KANSAS HOLISTIC DEFENDERS

APPENDIX D

AUDIT REPORT STATUS AND STATEMENT

KANSAS HOLISTIC DEFENDERS

ATJ Douglas County Civil Attorney Project Proposal

Notice of Audit Status

To Whom it May Concern:

Kansas Holistic Defenders (KHD) is currently awaiting a voluntary audit of our finances. This audit is estimated to occur in the third quarter of 2024 once a firm who performs audits for nonprofit organizations is identified and recruited.

To best prepare for a voluntary audit as a 501(c)3 entity, KHD deliberately chose to wait until all financial controls were secured and a working fiscal management plan was established. In the time it has taken to prepare for a voluntary audit, multiple steps have been enacted such as purchasing an online bookkeeping system, revising the entire structure of KHD budgeting and financial projection process, installing a financial management calendar and schedule, and ensuring all account information and tax submissions were properly accounted for and established. The bulk of this process did not begin until the final quarter of 2023, when – after the financial controls required for proper management were in place - a detailed in-house review of our financial stewardship and fiscal solvency began.

We are finally at a place where an independent audit can be pursued. The ability to find a firm who handles nonprofit financial audits, however, has not yet produced an agency able to complete this task. We are actively seeking a firm and have identified one candidate that provides nonprofit audits. However, at the time of this grant submission, we were not able to secure their contractual confirmation through a Letter of Engagement.

Once we have identified a CPA or firm able to complete this service, we would be happy to send a Letter of Engagement to establish that this process is underway, with the results of the audit to follow.

Thank you.

