

ALASKA LEGISLATURE COMMITTEE FILES 2007-2008 SSTA 12762

ACEC

AMERICAN COUNCIL OF ENGINEERING COMPANIES
of Alaska

March 8, 2007

Representative Craig Johnson
State Capitol, Room 126
Juneau, Alaska 99801-1182

Regarding: House Bill 151

Dear Representative Johnson:

The American Consulting Engineering Companies (ACEC) of Alaska strongly supports House Bill (HB) 151 requiring fairly apportioned indemnification and hold harmless provisions in the professional services contracts of public and quasi-public agencies. Gross imbalances in indemnification and hold harmless contract clauses create what is unquestionably the most contentious issue in contract negotiations between professional service providers and governmental and quasi-governmental agencies in the State of Alaska.

In recent years, several Alaskan government and quasi-government agencies have required design professionals to assume additional liability beyond the consultant's own negligence. The purpose of this action is to reduce agency risk by insulating the agency from its own negligence. This inappropriately increases liability risk to professional service firms and creates a contract that is not fully insurable, and in many cases uninsurable. Professional Liability Insurance is limited to negligent acts, errors or omissions. Consultants that agree to overly broad indemnification and hold harmless contract clauses do so without the possibility of insurance and place their livelihood and the fate of the agencies' project at great risk.

ACEC of Alaska strongly supports the HB 151 legislation prescribing indemnification language that is uniform for all governmental agencies in Alaska; that requires each party to be financially responsible for their own negligent acts, errors, or omissions; and that apportions liabilities on a comparative fault basis. We believe HB 151 as currently written will clarify the contractual liabilities of the parties and allocate risk in a fair and balanced manner. Thank you for sponsoring HB 151.

Yours truly,
American Council of Engineering Companies of Alaska



Paul C. Ramert, P.E.
President

Shawn Florio, P.E.
2020 Shore Drive
Anchorage, Alaska 99515

March 8, 2007

Representative Craig Johnson
State Capitol, Room 126
Juneau, AK 99801-1182

RE: HB151 – Contractual Indemnification

Representative Johnson:

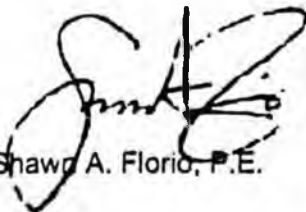
Thank you for sponsoring HB151. Although I am writing on my own behalf as a licensed engineer in the State of Alaska, I am familiar with the subject as the immediate past president of the Alaska Professional Design Council (APDC). For your reference, APDC is a consortium of professional societies that represents approximately 5,000 licensed architects, engineers, land surveyors, landscape architects and other design professionals.

Over the past few years, my involvement with APDC has exposed me to requests by owners of some projects – many times government agencies – to contractually indemnify uninsurable risks to design professionals. Many times these risks are uninsurable by the designer or his/her firm since the risk is beyond their own limit of negligence. This places the design professional in the precarious position of having to confront their client during contract negotiations with the issue, or alternatively assuming the uninsurable liability.

I support HB151 in its current form. HB151 provides uniform language for all state agencies and requires each party to be financially responsible for their own liabilities and fairly apportions joint liabilities on a comparative fault basis.

Thank you for your efforts.

Respectfully,



Shawn A. Florio, P.E.



R&M CONSULTANTS, INC.
9101 Vanguard Drive, Anchorage, Alaska 99507

PHONE: 907-522-1707, FAX: 907-522-3403, www.rmcconsult.com

March 8, 2007

Representative Craig Johnson
State Capitol, Room 126
Juneau, Alaska 99801-1182

RE: HB 151. Indemnification and Hold Harmless Provisions in Professional Services Contracts

Dear Representative Johnson:

R&M Consultants, Inc. strongly supports HB 151 which will provide standard indemnification and hold harmless provisions for professional services contracts with state agencies, quasi-public agencies, municipalities, and political subdivisions. HB 151, as written, utilizes standard language found in State of Alaska Department of Transportation & Public Facilities (DOT&PF) contracts that have been used for many years.

The DOT&PF indemnification and hold harmless language provides liability and obligation on a comparative fault basis, and does not require obligation to the professional services firm for independent negligence by the owner, or a third party. The DOT&PF language does protect the owner from negligence by the professional services firm.

Many agencies have utilized the DOT&PF indemnification and hold harmless language as it is fair, has stood the test of time, and is supported by the State of Alaska.

Recently, a significant number of public agencies have been utilizing indemnification and hold harmless language that assigns liability and obligation to professional services firms for independent actions, or negligence by the owner or third parties. These clauses are uninsurable and require the professional services firm to either accept the contract with undue risk, expend time and effort to renegotiate the indemnification and hold harmless language, or walk away from the work.

As in all contracting, standard language that has stood the test of time results in less risk for all parties, and provides for a more competitive marketplace.

Thank you for sponsoring HB 151. This important legislation will be beneficial to all Alaskans.

Very truly yours,

R&M CONSULTANTS, INC.

Frank D. Rast, P.E.
Vice President



McCOOL CARLSON GREEN
ARCHITECTURE • INTERIOR DESIGN • SPACE PLANNING

March 8, 2007

Representative Craig Johnson
State Capitol, Room 126
Juneau, AK 99801-1182

Re: HB 151

Dear Representative Johnson,

I am writing in support of streamlining and standardizing indemnification clauses as proposed in HB 151. I have practiced architecture in Alaska for more than 30 years and am a principal in the firm McCool Carlson Green in Anchorage. Most of work has been for public clients with some of our more prominent buildings being the C Terminal at Ted Stevens International Airport, the Nesbett Courthouse in downtown Anchorage and UAA's Aviation Technology Center at Merrill Field.

Through the years I have spent countless hours discussing insurance and indemnification issues with our clients and up until recently most of the public agencies we work for have been willing to include reasonable indemnification clauses in their professional services contracts. That changed recently when two of our long term clients, the Mat Su Borough and the University of Alaska issued new contract forms that included clauses that were unfair, unreasonable, inconsistent with available insurance coverage and out of step with design industry practices. These indemnification clauses attempt to shift as much risk as possible to the design professionals, making them liable for events that are out of their control and potentially unrelated to the services they provided. Some even attempt to make the design professional responsible for the negligence of the owner. The use of such one sided contract clauses does not foster the spirit of teamwork and cooperation necessary to design public projects and is bad public policy.

HB 151 suggests the state mandate standardization of these clauses in all professional services contracts with public agencies based on language currently used by ADOT/PF. While this language does not include all the provisions the insurance industry might like it strikes a fair balance between reasonable protections for the owner and the current state of design practice and insurance coverage. I encourage you to support HB151 and move it quickly through the committee process.

Sincerely,
McCool Carlson Green Architects

Michael Carlson, AIA/CCS/NCARB
Principal Architect

John E. McCool
Michael R. Carlson
Douglas G. Green

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March 7, 2007

Representative Craig Johnson
State Capitol, Room 126
Juneau, AK 99801-1182

Subject: HB 151 – Contractual Indemnification

Dear Mr. Johnson:

The purpose of this correspondence is to share my support with respect to proposed HB 151 with respect to Contractual Indemnification Language.

As a practicing Engineer and business owner, I feel that it is important for contracts between the State and Professional Service providers to be fair to both parties. In addition, contract provisions need to be reasonably insurable by our insurance providers without excessive costs that will eventually trickle down and be paid for by the public.

Thank you for your work on the proposed bill.

Sincerely,

A handwritten signature in black ink, appearing to be 'C. Hay', written in a cursive style.

Calvin C. Hay, P.E.
5520 E. 112th Avenue
Anchorage, AK 99516

cc: Senator Con Bunde
cc: Representative Bob Lynn
cc: Representative Ralph Samuels



engineering and constructing a better tomorrow

March 6, 2007

Representative Craig Johnson
Alaska Legislature
State Capitol, Room 126
Juneau, Alaska 99801-1182

RE: Support for House Bill 151, Indemnification Standardization for Alaskan Public Agencies

Dear Representative Johnson:

MACTEC Engineering and Consulting, Inc., is pleased to register its support in favor of House Bill 151 requiring standardized indemnification and hold harmless provisions in professional services contracts for public agencies in Alaska. Passing of this bill will benefit not only the architect-engineer (A-E) industry, but also the State, the public agencies, and the people of Alaska.

Apportionment of joint liability on a comparative fault basis provides for indemnification to the extent that the professional A-E service provider is negligent. Any non-comparative fault apportionment is simply not fair and will ultimately result in higher project costs.

Responsible professional A-E service providers carry professional liability insurance for negligent acts, errors, or omissions, so it behooves public agencies to require indemnification for those items to take advantage of the provider's insurance coverage in the event that indemnification by the provider becomes necessary. Currently several public agencies' standard contracts include indemnification terms that are not covered by professional liability insurance, and the inclusion of those terms in a signed contract can negate all professional liability coverage. Standardizing indemnification terms protects the agency and the A-E service provider.

Sincerely,

MACTEC Engineering and Consulting

A handwritten signature in black ink, appearing to read "Jason Ditsworth".

Jason Ditsworth, P.E.
Alaska Office Manager

WC
QC/TE:cc/A0253G



PDC INC. ENGINEERS

March 6, 2007

The Honorable Craig Johnson
State Capitol, Room 126
Juneau, AK 99801-1182

Dear Mr. Johnson:

I would like to express to you my strong support for House Bill No. 151. This important legislation addresses a critical issue associated with professional services agreements between public agencies and professional design firms in Alaska, specifically, indemnification and hold harmless agreements.

There currently exists a wide disparity between the professional services agreements used by various public agencies to contract for professional design services in Alaska. Many of the agreements contain indemnification and hold harmless clauses that attempt to shift risk from the public agency to the design professional unfairly. Such clauses are typically either uninsurable or insurable only at very high cost.

Use of unfair indemnification clauses has resulted in a number of undesirable effects:

- 1) Inappropriate shift of risk to the design professional
- 2) Unfair shift of fault from the responsible party to the design professional
- 3) False sense of risk management (frequently the indemnification clauses are uninsurable, hence, no real risk protection is made available to the public agency)
- 4) Increased costs experienced by the design professional community, which ultimately translates into increased costs for the delivery of projects for the public agencies.
- 5) Fewer qualified design professionals available to provide competent services to public agencies. Responsible design professional firms cannot reasonably accept the risk and costs associated with unfair indemnification clauses.

As a design professional, I am quite willing to accept reasonable risk in the performance of our professional services, to provide protection to our clients for services rendered through responsible risk management and insurance, and to accept the responsibility for our negligent acts, errors, and omissions, should they occur. However, it is extremely difficult for us to accept the risk and liability of negligent acts, errors, and omissions that are the responsibility of other parties.

The proposed legislation would correct the current deficiencies, fairly allocate risk and responsibility in professional services agreement, and improve the delivery of professional services for public agencies in the State of Alaska.

2700 Gambell Street, Suite 500

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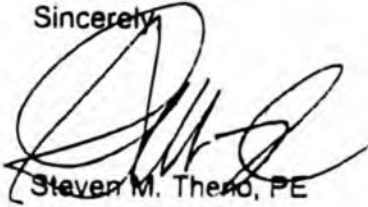
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HB 151
March 6, 2007
Page 2

Ultimately, our mandate as design professionals is to protect the health, safety, and welfare of the public. We do so in part through the services we deliver to public agencies. This legislation helps provide an appropriate and fair framework under which we deliver those services.

Sincerely,

A handwritten signature in black ink, appearing to read "S. Thero", written over the word "Sincerely,".

Steven M. Thero, PE
President
PDC, Inc. Engineers



March 6, 2007

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Representative Craig Johnson
State Capitol, Room 126
Juneau, AK 99801-1182
Via email to Rep_Craig_Johnson@legis.state.ak.us

RE: HB-151 Indemnification Provisions in Professional Contracts
SUBJ: Please Pass HB-151; Indemnification Reform is essential

Dear Representative Johnson:

Standardization of fair and balanced indemnification requirements in public contracts is long overdue and urgently needed. The public has much to gain by the indemnification standardization offered by HB-151, and much to lose if the status quo is maintained.

No single term in a professional services contract has more impact than indemnification. A fair and balanced indemnification requirement sets a positive tone for the project that follows, and the opposite is also true. One sided indemnification provisions that add large uninsurable risks for a consultant create an awkward environment that is adverse, defensive, more expensive and less creative. Ultimately, uninsurable indemnification requirements drive good professionals from the marketplace.

Good project development and design requires very collaborative effort between owner and designer, and a great deal of effort by both parties. A professional services contract that nurtures qualities of mutual respect, fairness, open communications and the free and open exchange of ideas is the first and perhaps the most important step in establishing a cooperative relationship and a successful outcome. A contract that chills this relationship between designer and owner leads to mediocrity at best, and sets a stage for disappointment and confrontation.

Public agencies hold enormous coercive and situational power, simply by the very nature of their control of rather large design and construction budgets. Consequently, contracting public agencies are in a position to impose unfair conditions in their agreements that violate what most would consider ethical business practices and fundamental fairness. In Alaska today, some agencies demand absolution from all liability and loss, except for loss resulting from the "Owner's gross negligence or willful misconduct." This exception is virtually impossible to prove, so the consultant is effectively responsible for everything, even acts of the public agency and others completely out of the consultant's control.

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Representative Craig Johnson
Page Two

Professional Liability Insurance only covers damages caused by the negligence of the insured consultant relative to the accepted professional standard of care. Nationally, the accepted professional standard of care is "the ordinary and reasonable care required and established by expert testimony of what a reasonable and prudent professional would have done under the same or similar circumstances at the same time in the same locality."

Any firm, either through ignorance or otherwise, may assume a greater responsibility or higher standard of care, but professional liability insurance (PLI) will not cover the additional liability.

Without PLI insurance, consultants who accept onerous indemnifications and uninsurable standards are seldom capable of honoring them, and those who accede to broad, uninsurable contractual liability requirements do so at great peril to their livelihoods. For this reason, most consultants pay close attention to indemnification clauses in contracts, and spend considerable time attempting to negotiate fair and insurable terms.

At USKH Inc., we spend at least 100 hours per year of Principal time battling draconian indemnification language. There are currently 426 licensed architect/engineer corporations in Alaska. If only one quarter (25%) of them spend as much time as we do, the cumulative impact exceeds 10,000 hours of professional time per Year! Adding in the time spent by insurance companies and their legal departments, the total cost to the public is dramatic. At the current average billing rate for Principal level architects and engineers of about \$150/hour, the wasted potential of A/E firms struggling with unfair indemnification language may exceed \$1,500,000 per year. These costs are eventually passed on to the public. There is no free lunch.

Paradoxically, consultants who truly understand risk are in the best position to help the Owner's project proceed smoothly, yet typically these professionals refuse to sign onerous indemnification clauses. This leaves the Owner with consultants who are motivated to be overly conservative and employ costly "defensive design" techniques to limit their risk or somehow make themselves "judgment proof". With one-sided indemnification clauses, not only does the cost of A/E services increase but the quality of service may be reduced. It is a double whammy.

The party with the most to gain from a project is the Owner and the equitable distribution of risk should acknowledge these factors. Design professionals do not have deep pockets and should not be expected to assume all risks.

Representative Craig Johnson
Page Three

Fair practice requires that the Consultant should be responsible for their negligence, the Public Agency should be responsible for their negligence, and if there is joint negligence then the liability should be shared. Either way, the indemnification should be limited to exclude unrelated third party events.

This question of indemnification has been addressed by the State of Alaska Department of Transportation (ADOT) whose language has been adopted by many boroughs and agencies throughout Alaska for decades. HB-151 standardizes the ADOT approach. Even though the precise ADOT language is less than perfect, it is an excellent model to emulate. The language of HB -151 retains the true essence and spirit of the current ADOT language.

Thank you for your efforts on behalf of the professional architects, engineers, and land surveyors, and the general public in Alaska. HB-151 is important legislation that will benefit all Alaskans.

Sincerely,
USKH, Inc.



James A. Huettl, AIA
Chairman of the Board
Chief Executive Officer

MARSH

LeAnne Boldenow
Vice President

Marsh USA Inc.
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leanne.boldenow@marsh.com
www.marsh.com

March 05, 2007

Representative Craig Johnson
State Capital, Room 126
Juneau, AK 99801-1182

Subject: House Bill 151
Design Professional Contractual Language

Dear Representative Johnson

I am writing to support the efforts of the HB 151 in direct alignment with Alaska Design Professional Council (APDC). I am a member of the APDC Contract Task Force Committee. As an insurance broker representing more than thirty (30) Design Professional Firms over the past ten (10) years, I have continually reviewed poorly written uninsurable contracts released by public agencies.

It is common for onerous indemnification clauses within contracts to require the design consultant to take on liabilities that are not their typical responsibility in the design aspect of the project. Insurance can generally cover liabilities that are TORT Law and would be the firm's responsibility even if a contract was not in place. Examples of a poorly written contract language that I identify for a design professional firm are:

- "Defend the public agency for any and all claims." Design professionals insurance will provide defense when the negligent act, error or omission of the consultant's work is identified as culpable. It is typical to see a contract that does not tie the liability to negligent acts, errors or omissions.
- Reference to the design professional consultant as a "contractor", which could hold the firm to a higher standard of care to include guarantee, warranty or certification of work. Design professional standard of care is not guaranteed, warranted or certified. A design consultant's work is intellectual property vs. an actual structure that is the final work product of a contractor construction firm.
- Giving the public agency ownership of the design teams drawings and documents. As design firm provides a professional service to their clients, not a product. A design professional intent is to protect against unauthorized reuse of their drawings and specifications by others.

I believe many public agencies attempt to write one contract that fits all aspects of a building project. As referenced above, when a contract is written for a general contracting construction firm it requires broader liability that is outside the standard of care of a design professional consultant. It is unfortunate these incorrectly written indemnification clauses in contracts are

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March 05, 2007
Representative Craig Johnson

forced on the design professional consultants' all around the State. The release of such a poorly written contract requires a design professional consultant firm's to make a risk management decision to determine if they want to take on the liabilities outside their insurance program. There are also firms out there that do not have a full understanding of the risk they are taking undertaking with such poorly written onerous contract.

I support this bill and commend you for your support and action. Please feel free to contact me with any additional questions or concerns. Thank you for your efforts on the design professional's behalf around the State.

Sincerely,



LeAnne Boldenow, CIC
Vice President

Cc: Boyd Moganthaler, APDC Contract Task Force



Alaska Professional Design Council • PO Box 100515 • Anchorage AK 99510-0515

HB 151 Comment Letter

MEMBER SOCIETIES

March 5, 2007

Alaska Society of Professional Engineers

Representative Craig Johnson
Chair, House Resources Committee
Alaska State Legislature
State Capitol, Room 126
Juneau, AK 99801-1182

Alaska Society of Professional Land Surveyors

American Congress on Surveying & Mapping Alaska Section

Re: House Bill 151 — Indemnification

Dear Representative Johnson:

American Institute of Architects Alaska Chapter

On behalf of the Alaska Professional Design Council (APDC), I am writing to express our support of House Bill 151 and to the need for this legislation.

American Society of Civil Engineers Alaska Section

The Alaska Professional Design Council (APDC) is a consortium of professional societies representing architects, engineers, land surveyors, landscape architects and other design professionals. Our ten member organizations have a combined membership of over 1,500 and represent approximately 5,000 licensed professionals. APDC addresses issues of concern to the various design professions through workshops, seminars, ad-hoc committees, standing committees, and governmental task forces. APDC also receives sustaining member support from 30 Architectural and Engineering firms throughout Alaska.

Architecture/Engineering Marketing Association of Alaska

Presently, public agencies in Alaska have a wide variety of indemnification requirements. This bill will standardize indemnification requirements for all Public Agencies in Alaska, make the Architects/Engineers and other professionals responsible for their "negligent acts, errors or emissions", make each financially responsible for their own liabilities, fairly apportion joint liabilities on a comparative fault basis, and defines Public Agency for purposes of this bill.

American Council of Engineering Companies of Alaska

Professional Engineers in Private Practice Alaska Chapter

The Alaska Department of Transportation & Public Facilities (DOT PF) has language that is generally appropriate for contract indemnification purposes. HB 151 through legislation is requiring the use of indemnification contract clauses that are in place with DOT PF and to be consistent with all Public Agencies.

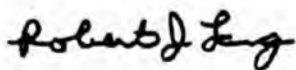
American Society of Interior Designers

Professional Services Contracts establish the basic framework between a project owner and a design company for design services associated with a particular project. In recent years, owners of some projects, generally government and quasi-government agencies, have required designers to assume additional liability, beyond the consultant's own negligence. The net effect of this action is to reduce agency risk by insulating the agency from its own negligence. This increases the liability insurance costs to the designers and creates a contract which is not fully insurable, or in some cases asks the designers to assume liability for which no insurance is available. APDC supports legislation that would prescribe indemnification language that is uniform for all state government agencies and assigns, and that requires each party to be financially responsible for their own liabilities and to fairly apportion joint liabilities on a comparative fault basis.

APDC encourages the House of Representatives to move HB 151 forward and enact this important legislation.

Thank you for considering APDC's position on this important issue.

Sincerely,
Alaska Professional Design Council

A handwritten signature in cursive script, appearing to read "Robert J. Lang".

Rob Lang, P.E.
President



March 5, 2007

Representative Craig Johnson
State Capitol, Room 126
Juneau, AK 99801-1182

Via email to Rep_Craig_Johnson@legis.state.ak.us

RE: HB-151 Indemnification Provisions in Professional Contracts
SUBJ: Please Pass HB-151: Indemnification Reform is essential

Dear Representative Johnson:

Standardization of fair and balanced indemnification requirements in public contracts is long overdue and urgently needed. The public has much to gain by the indemnification standardization offered by HB-151, and much to lose if the status quo is maintained.

No single term in a professional services contract has more impact than indemnification. A fair and balanced indemnification requirement sets a positive tone for the project that follows, and the opposite is also true. One sided indemnification provisions that add large uninsurable risks for a consultant create an awkward environment that is adverse, defensive, more expensive and less creative. Ultimately, uninsurable indemnification requirements drive good professionals from the marketplace.

Good project development and design requires very collaborative effort between owner and designer, and a great deal of effort by both parties. A professional services contract that nurtures qualities of mutual respect, fairness, open communications and the free and open exchange of ideas is the first and perhaps the most important step in establishing a cooperative relationship and a successful outcome. A contract that chills this relationship between designer and owner leads to mediocrity at best, and sets a stage for disappointment and confrontation.

Public agencies hold enormous coercive and situational power, simply by the very nature of their control of rather large design and construction budgets. Consequently, contracting public agencies are in a position to impose unfair conditions in their agreements that violate what most would consider ethical business practices and fundamental fairness. In Alaska today, some agencies demand absolution from all liability and loss, except for loss resulting from the "Owner's gross negligence or willful misconduct." This exception is virtually impossible to prove, so the consultant is effectively responsible for everything, even acts of the public agency and others completely out of the consultant's control.

Professional Liability Insurance only covers damages caused by the negligence of the insured consultant relative to the accepted professional standard of care. Nationally, the accepted professional standard of care is "the ordinary and reasonable care required and established by expert testimony of what a reasonable and prudent professional would have done under the same or similar circumstances at the same time in the same locality."

Any firm, either through ignorance or otherwise, may assume a greater responsibility or higher standard of care, but professional liability insurance (PLI) will not cover the additional liability.

Adams, Morgenthaler and Company, Inc.
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Representative Craig Johnson
Please Pass HB-151
March 5, 2007
Page 2

Without PLI insurance, consultants who accept onerous indemnifications and uninsurable standards are seldom capable of honoring them, and those who accede to broad, uninsurable contractual liability requirements do so at great peril to their livelihoods. For this reason, most consultants pay close attention to indemnification clauses in contracts, and spend considerable time attempting to negotiate fair and insurable terms.

At AMC Engineers, we spend at least 100 hours per year of Principal time battling draconian indemnification language. There are currently 426 licensed architect/engineer corporations in Alaska. If only one quarter (25%) of them spend as much time as we do, the cumulative impact exceeds 10,000 hours of professional time per year! Adding in the time spent by insurance companies and their legal departments, the total cost to the public is dramatic. At the current average billing rate for Principal level architects and engineers of about \$150/hour, the wasted potential of A/E firms struggling with unfair indemnification language may exceed \$1,500,000 per year. These costs are eventually passed on to the public. There is no free lunch.

Paradoxically, consultants who truly understand risk are in the best position to help the Owner's project proceed smoothly, yet typically these professionals refuse to sign onerous indemnification clauses. This leaves the Owner with consultants who are motivated to be overly conservative and employ costly "defensive design" techniques to limit their risk or somehow make themselves "judgment proof". With one-sided indemnification clauses, not only does the cost of A/E services increase but the quality of service may be reduced. It's a double whammy.

The party with the most to gain from a project is the Owner and the equitable distribution of risk should acknowledge these factors. Design professionals do not have deep pockets and should not be expected to assume all risks.

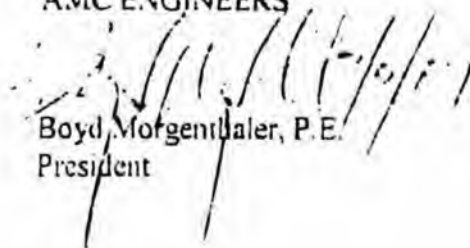
Fair practice requires that the Consultant should be responsible for their negligence, the Public Agency should be responsible for their negligence, and if there is joint negligence then the liability should be shared. Either way, the indemnification should be limited to exclude unrelated third party events.

This question of indemnification has been addressed by the State of Alaska Department of Transportation (ADOT), whose language has been adopted by many boroughs and agencies throughout Alaska for decades. HB-151 standardizes the ADOT approach. Even though the precise ADOT language is less than perfect, it is an excellent model to emulate. The language of HB151 retains the true essence and spirit of the current ADOT language.

Thank you for your efforts on behalf of the professional architects, engineers, and land surveyors, and the general public in Alaska. HB-151 is important legislation that will benefit all Alaskans.

Sincerely,

AMC ENGINEERS


Boyd Morgenthaler, P.E.
President



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March 2, 2007

Representative Craig Johnson
Chair, House Resources Committee
Alaska State Legislature
State Capitol, Room 126
Juneau, AK 99801-1182

Re: House Bill 151 — Indemnification

Dear Representative Johnson:

On behalf of myself and **NORTECH**, I am writing to express our support of House Bill 151 and to the need for this legislation.

Presently, public agencies in Alaska have a wide variety of indemnification requirements. This bill will standardize indemnification requirements for all Public Agencies in Alaska, make the Architects/Engineers and other professionals responsible for their "negligent acts, errors or emissions", make each financially responsible for their own liabilities, fairly apportion joint liabilities on a comparative fault basis, and defines Public Agency for purposes of this bill.

The Alaska Department of Transportation & Public Facilities (DOT/PF) has language that is generally appropriate for contract indemnification purposes. HB 151 through legislation is requiring the use of indemnification contract clauses that are in place with DOT/PF and to be consistent with all Public Agencies.

Professional Services Contracts establish the basic framework between a project owner and a design company for design services associated with a particular project. In recent years, owners of some projects, generally government and quasi-government agencies, have required designers to assume additional liability, beyond the consultant's own negligence. The net effect of this action is to reduce agency risk by insulating the agency from its own negligence. This increases the liability insurance costs to the designers and creates a contract which is not fully insurable, or in some cases asks the designers to assume liability for which no insurance is available. **NORTECH** supports legislation that would prescribe indemnification language that is uniform for all state government agencies and assigns, and that requires each party to be financially responsible for their own liabilities and to fairly apportion joint liabilities on a comparative fault basis.

We encourage the House of Representatives to move HB 151 forward and enact this important legislation. Thank you for considering our position on this important issue.

Sincerely,



John Hargesheimer, PE, CIH.
President

March 2, 2007

Representative Craig Johnson
State Capitol, Room 126
Juneau, Alaska 99801-1182

RE: HB151

Dear Representative Johnson:

Thank you for your time and efforts for introducing HB151 to the Legislature. A base line of understanding of indemnification is crucial to the community of Alaskan Architects and Engineers and all the various public agencies that utilize those professional services. Currently I believe there is a great deal of misunderstanding among public agencies and an increasing trend to attempt to contractually transfer undue and uninsurable responsibilities to the private sector.



There are industry standard contracts available in the marketplace that have achieved significant scrutiny and mutual acceptance by representatives of Owners, Project Managers, Architects, Engineers and Contractors, all involved in the Construction Industry and these have been time tested in courts of law. Never-the-less we are finding more and more public agencies developing their own contract form and we are seeing an increasing effort to escape their own liability and pass it on to the design professionals. Often times the language is so onerous that it extends our liability far beyond that which we can obtain professional liability insurance. This ultimately defeats their end goal because most design professionals are small businesses with limited resources. If the professional is not covered by insurance then the agency is left with no security or means of resource to cover an unfortunate liability. At best, they will capture what limited resources the firm may have and likely drive them out of business whereas with an equitable contract there may have been insurance available (which is required in all public contracts I have seen). So, the irony is that the agencies mandate the professional purchase liability insurance at great cost and then force them to sign a contract with an indemnification clause that may be specifically excluded in the insurance coverage.

ARCHITECTURE
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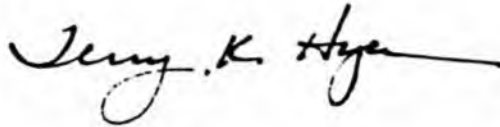
907, 561-5543
907, 562-3213-FAX

Representative Johnson
March 2, 2007
Page 2

Fundamentally the State should support fairness and equity in public contracts such that the parties to the contract are responsible for their actions. HB151 will help ensure that equitable treatment will prevail.

I welcome any questions or support I may offer in this pursuit.

Sincerely,
ECI/Hyer, Inc.



Terry K. Hyer, AIA

TH/snf





March 2, 2007

Representative Craig Johnson
State Capitol, Room 126
Juneau, AK 99801-1182

RE: HB151

Dear Representative Johnson;

I am writing in support of House Bill 151 whose purpose is to bring equity to the question of Indemnification and Hold Harmless clauses that state agencies, quasi public agencies, municipalities and other political subdivisions use.

What this bill seeks to remedy is the situation where the consultant will be held to defend an owner unless the alleged liability is based upon the sole negligence of that owner. This is uninsurable by the Consultant, and few if any of Alaska's design professionals have the financial resources to self insure this risk.

Fair practice should be implemented here. The consultant should be responsible for his negligence, the owner responsible for their negligence, and if there is joint negligence then the liability should be shared. Either way, the indemnification should be limited to exclude unrelated third party events.

As a small, employee owned Alaskan business I can tell you that we are not in a financial position to take on full liability and hold harmless the state agencies that we wish to work for. Nor will our insurance company permit it.

This bill, modeled on the language use by the State of Alaska DOT, seeks to do just that.

I urge your support for this bill.

Sincerely,
EHS-Alaska, Inc.

A handwritten signature in black ink, appearing to read "Robert A. French", is written over the typed name.

Robert A. French, P.E.
Principal-in-Charge

ENGINEERING, HEALTH & SAFETY CONSULTANTS



TRYCK NYMAN HAYES, INC.

911 West Eighth Avenue
Anchorage, Alaska 99501
907.279.0543 • 800.770.0543
Fax: 907.276.7679
Email: tedt@tnh-inc.com

March 2, 2007

Representative Craig Johnson
State Capitol, Room 126
Juneau, Alaska 99801-1182

Re: House Bill No. 151

Dear Representative Johnson:

I wanted to express my thanks to you for sponsoring HB 151, a very important piece of legislation which, if enacted, will be instrumental in ensuring the future viability of our firm. As you know, Tryck Nyman Hayes, Inc. is one of the oldest (54 years) and largest of the locally owned engineering firms in Alaska. In the past few years, we have seen a dramatic increase in litigation related to public projects, which is often unrelated to the soundness of our work but we seem to be frequently drawn in and have to spend scarce resources to defend ourselves.

One of the most disconcerting recent developments is that public agencies are increasingly attempting to transfer their liability in such situations to their design consultants through new indemnification language. In the past year we have seen new and often unfair language proposed in contracts from several State entities which do not use the contract model generated by ADOT&PF. In addition, we are now seeing such language in proposed contracts from local government entities which also are not using the ADOT model. We are not able to obtain insurance for much of this transferred liability, thus requiring us to either walk away from the contract or risk the future of our firm by assuming risk for which we are not covered by insurance and could not financially defend if called upon to do so.

It is my opinion that this situation, if left unchecked, will effectively eliminate many local A/E firms in Alaska, thus reducing competition and increasing costs in the State. Your legislation is extremely important to the future of our industry in Alaska.

Sincerely,

Ted B. Trueblood, P.E.

President

Engineering

Surveying

Landscape Architecture

March 1, 2007

Representative Craig Johnson
Alaska State legislature
House of Representatives
Juneau, Alaska

RE: HB 151, Indemnification for Professional Services Contracts

Dear Craig:

We would like to express our support of prescribing uniform contract indemnification language for all state agencies within the state of Alaska. We have experienced first hand difficulties in conducting negotiations of contracts which contain uninsurable contract clauses.

Several state agencies have recently issued contracts which have been found to be uninsurable. When a contract cannot be insured, should a claim arise the state ends up without restitution and a local business will very likely end up liquidated.



A uniform state-wide professional services contract will save the state and the industry time and resources and is just plain good business practice. There are industry standard contracts available that have been tested nationally and locally and have withstood scrutiny from both sides of the table.

We urge the legislature to hear and ultimately to pass HB 151, to provide a fair and equitable business climate within the State of Alaska.

Sincerely,
ECI/Hyer, Inc.

Terry Hyer
Brian Meissner
Mary G. Knopf

100 W. BROADWAY
SUITE 100
ANCHORAGE, AK 99501
TEL: 907.561.1111
FAX: 907.561.1112

From: John Crittenden [jcrittenden@architectsalaska.com]
Sent: Friday, March 02, 2007 4:44 PM
To: Rep. Craig Johnson
Subject: HB 151

Representative Johnson

I support this contract language. It will help to clarify responsibilities, and to clarify how indemnification clauses are supposed to work. Many contracting agencies attempt to put in clauses that try to avoid any responsibility for errors on the part of the contracting agency. This is a goose and gander issue. Please try to get this passed.

John Crittenden

John Crittenden AIA, Principal

Architects Alaska[®]
An Alaskan Corporation

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AIA Alaska

A Chapter of the American Institute of Architects

February 26, 2007

Craig Johnson
Representative
State Capitol, Room 126
Juneau, AK 99801-1182

RE: HB151 - INDEMNITY CLAUSE IN PUBLIC CONTRACTS

Dear Representative Johnson,

AIA Alaska, A Chapter of The American Institute of Architects met on February 21, 2007 in Juneau, Alaska and agreed to support the proposed legislation (HB151) that you introduced that next day. Many architects that are members of the AIA are affected by the lack of standardized requirements of indemnification in A/E Contracts.

AIA members participated with others belonging to APDC (Alaska Professional Design Council) last Wednesday and Thursday in speaking with our representatives and other influential members of the legislature about this issue and our support of your introduced bill. There are too many government agencies that have one sided provisions that are hostile to A/E firms, and cost of business is driven up by the unnecessary and wasted hours of fighting a one sided indemnification contract clause. This bill will standardize indemnification requirements for all Public Agencies in Alaska, and save thousands of dollars as well as make each party financially responsible for their own liabilities.

We hope that our support of this legislation helps to ensure its passage into law and make the lives of our member firms more equitable in sharing risk with its public clients. Our architectural and engineering professionals are willing to be responsible for their "negligent acts, errors and omissions", however to take on the entire burden of liability in contracting limits the willingness to contract with public agencies that write unfair indemnification requirements.

Your insight and support of this issue is appreciated by our profession as well as those of others in the professional design community of Alaska.

Sincerely,

Garrett H. Maupin, AIA/CCS
AIA Alaska Chapter President

HB

159

Alaska State Legislature

Location:

1400 E. Railroad Ave
Anchorage, AK 99654

Phone: (907) 376-3725

Fax: (907) 376-4768

**Session:**

Alaska State Capitol, Rm 108
Juneau, AK 99801-1192

Phone: (907) 465-3743

Fax: (907) 465-2381

Toll Free: (800) 565-3743

Rep. Carl Gatto@legis.state.ak.us

Representative Carl Gatto
Co-Chair, House Resources Committee
District 13 - Palmer

SPONSOR STATEMENT

HB 159

"An Act relating to the issuance of a certificate of birth resulting in stillbirth."

HB 159 is meant to help bring closure to those who have suffered the loss of a stillborn child by giving them a Birth Certificate reflecting that they had a child who was stillborn. To paraphrase one parent of a stillborn child said being able to receive a Birth Certificate for that child would make me feel complete in that it would acknowledge that my daughter existed, even if it was only for a short while.

In existing law parents of a stillborn child receive a death certificate. This bill would allow parents the option of requesting a certificate of birth for their stillborn child. This birth certificate is completely optional. If the parents choose to have a Birth Certificate issued they also have the choice to have a name on it and if they choose not to name the child the Birth Certificate will reflect either "baby boy" or "baby girl."

There are an increasing number of states that are now offering Birth Certificates for parents of Stillborns. Let us join these states and offer parents of stillborns the option of obtaining a Birth Certificate for their child. I urge your support for HB 159.

Sandra Wilson

From: Michelle Hoyt [mehoyt@mtaonline.net]
Sent: Thursday, February 22, 2007 6:55 PM
To: Sandra Wilson
Subject: Still Birth Bill

Sandra,

The bill to create a 'Birth Certificate resulting in a Still Birth' would make me and a lot of people feel complete. My daughter was still born at 36 weeks and we had a large funeral for her. The idea that the state will only accept the fact that she died is so heart breaking. How can a person die with out being born? Having that piece of paper in my hand would bring closure to the entire grieving process. This would validate that my little girl was once here and apart of our lives.

Thanks so much for bringing this bill forward.

Michelle Hoyt
907-357-4891

Sandra Wilson

From: rhonda crawford [rnksb@hotmail.com]
Sent: Thursday, April 12, 2007 11:56 PM
To: Sandra Wilson
Subject: MISSing Angel Foundation Bill

Hello Ms. Wilson,

I have recently become involved in the MISSing Angels Foundation to try to assist with getting the HB 159 passed. I noticed a televised hearing on Gavel to Gavel, and see that most of you in attendance were in agreement that this is an important bill and it should be passed. I was wondering where in the process that bill is and also if the wording "Certificate of Birth Resulting in Still Birth" will be adopted? I have written to legislatures in the past, but have not had a response from one of them.

I am the parent who has lost a child to still birth. I was full term and lost her two days before she was due to be born. I went in for a regular test on Monday, all was well and another test on Wednesday, we could not find a heart beat. I gave birth to a beautiful daughter. She lived for 9 months, growing inside me. But we lost her and part of ourselves that day.

It is undescrivable. A nurse came in the next day and gave me the paper work for a Birth Certificate, we filled it out and about 15 minutes later, another nurse came in and said we filled out the wrong form, that we had to fill out a form for a Death Certificate. It was like being kicked when you are down. We left the hospital with nothing. Although some people may not understand the importance of the Birth Certificate Resulting in Still Birth, to those that have endured the tragic loss, it has more value than one can know.

Again, I thank you from the bottom of my heart, not only for myself, but all parents hit with this devastating loss. It is such an easy thing to do and yet would mean so much. I am also hoping that the bill will allow parents that have lost a child many years ago to obtain one of the certificates.

Please, if you could, would you respond to this e-mail so that I may be informed of the progress of HB 159. Thank you.

Respectfully,
Rhonda Crawford
907-260-3738
35875 Poppy Ridge Rd
Soldotna, AK 99669

Get a FREE Web site, company branded e-mail and more from Microsoft Office Live!
<http://clk.atdmt.com/MRT/go/mcrssaub0050001411mrt/direct/01/>

Bonnie Gruening

From: Colleen Sullivan-Leonard [colleen_sullivan_leonard@gov.state.ak.us]
Sent: Tuesday, March 06, 2007 2:49 PM
To: Rep. Carl Gatto
Subject: HB 159

Dear Carl,

Thank you, thank you thank you! I appreciate you bringing this legislation forward on behalf of many parents who have lost a little one due to fetal demise. I am one of those people. I lost my daughter Michelle at 32 weeks gestation, my first child. I was 21 years old and at that time all the hospital staff requested was for me to sign a death certificate for vital statistics and that was it. Imagine my surprise when 3 months later I went through an incredible grieving process for this child. At that time there was very little interaction with staff, counselors or family members regarding this loss. Many well meaning friends would say, it happened, move on with life. It is a true loss and no one knows what it feels like until you go through it. I believe this bill will assist in the acknowledgement of the child that was wanted and loved and also assist in the grieving process as well. I do know that hospitals now days do assist in the grieving process following a fetal demise and I have worked with several families who have had a loss so I know we have come a long way on this issue.

Thank you for bringing this forward, I know that many will appreciate this kind gesture.

Regards, Colleen

Sandra Wilson

From: Lynnette Haas [lhaas@hopealaska.org]
Sent: Wednesday, February 28, 2007 11:28 AM
To: Sandra Wilson
Subject: *****SPAM***** Certificate of Birth

Hi Sandra

I am writing in support of your proposed bill making it possible for families that have had the traumatic issue of losing a new born child. I have never lost a child, but have had friends that have and the devastation in those families lives is very sad. Families that experience this loss should not have more sadness with a piece of paper that reads DEATH certificate. The feelings of guilt and sadness are feelings that I have never experienced and if a simple piece of paper that shows a birth certificate may soften the blow when a beautiful baby is taken back to heaven. Please know that I am in full support of this bill. My phone number is 907-262-7577 and my address is PO Box 2434 Soldotna Alaska 99669. Thanks for your time. Lynnette Haas

2/28/2007



Sudden Antenatal Death Syndrome

The National Stillbirth Society Inc.

"Because all our Children Matter"

TO: An Open Letter to Members of the Alaska Legislature

Please enact HB 159 to create Certificates of Birth Resulting in Stillbirth

The written record of life usually begins with a Certificate of Birth and ends with a Certificate of Death, but not for all babies. Last year 30,000 babies were "stillborn", victims of Sudden Antenatal Death Syndrome. These babies, past 20 weeks and for the most part viable, often died mysteriously in their mothers' wombs for no discernable reason. For them there is no Certificate of Birth. They are issued Certificates of Fetal Death that record their passing, but not Certificates of Birth that acknowledge their delivery. Why Not? Should not two certificates be issued, one to mark their death, the other to record their birth?

Birth is a process all mothers go through, regardless of the outcome. Mother's of stillborn babies "give birth", they just don't give life. The piece of paper we routinely refer to as a Certificate of Birth is actually titled, "Certificate of Live Birth". Doesn't this wording suggest there is another kind of birth? The answer is an obvious "Yes". There's "live birth" and then there's "stillbirth". Both qualify as "births".

Stillbirth mothers deserve to have their motherhood recognized and validated by the issuance of a Certificate of Birth Resulting in Stillbirth, just as live birth mothers have their birth event recognized. They are mothers; that their baby died before its birth does not take that reality away from them. And stillbirth fathers are no less fathers because of their loss.

I am a father. My daughter Camille died in utero on the eve of her delivery at 41 weeks!

Arizona recognized the inequality of how stillbirths were being treated and in 2001 passed HB2416, mandating that the Bureau of Vital Statistics offer parents of all stillborn babies a "Certificate of Birth Resulting in Stillbirth". This certificate is in addition to - and separate from - the Certificate of Fetal Death which is not affected in any way by the legislation. One document recognizes the brave act of the mother who bore a "still" baby, while the other recognizes the death of that child prior to birth. (For a recap of current legislative activity in all states and specimen bills see <http://www.missingangelsbill.org>.)

Both past and current stillbirths in Arizona are eligible to be issued such a Certificate.

The issuance of a Certificate of Birth Resulting in Stillbirth does not impact in any way a woman's right to choose to terminate her pregnancy. Such certificates are issued only for deliveries following naturally occurring fetal deaths. Women who choose an elective termination of their pregnancy would neither be required to obtain a Certificate of Birth Resulting in Stillbirth, nor would they even be eligible for the reason elective terminations don't fall within the definition of a "stillbirth".

Also important to note is that this measure is not about taxes or financial relief or gain of any type. Stillbirth parents are not seeking a dependent deduction, though one must ask whether it would not be appropriate to offer stillbirth parents the same tax benefit as live birth parents, since they bear the added cost of burial. But for the present, we want to focus solely on the societal issue of equal treatment for all birth mothers.

At present the mothers and fathers of stillborn babies suffer not only the loss of their baby but also the loss of societal acknowledgement that they are parents. Our country has historically been silent about stillbirth, preferring not to discuss this uncomfortable topic. Because of that silence there has been little done in the way of research or prevention. Stillbirth is a phenomenon that cuts across every strata of society; no one is immune. It strikes women as randomly as lightening bolts come to ground in a thunderstorm, making it all the more terrifying.

One in every 116 births is a stillbirth! Eighty eventy babies a day are born still every day in America; over five hundred every week.

The National Stillbirth Society, founded in 2001 by this stillbirth father, is sponsoring a nationwide drive to draw attention to the devastation caused to families worldwide by stillbirth. We will achieve this goal in part by getting state legislatures to enact legislation to acknowledge that mothers of stillborn babies are entitled to receive recognition for the child that they conceived and nurtured, but lost at birth..

When she signed the enabling legislation, Arizona's Governor Jane Dee Hull commented, "This is a step long overdue". She must have been right because legislators in every state where it has been enacted into law have done so on unanimous votes! That's because dead babies and bereaved parents are deemed to deserve more respect than they have been given up to now it passed in Massachusetts – a liberal state – as easily as it did in Utah. This is truly a non-partisan issue, non-controversial issue. Thank you.



Richard K. Olsen, Founder & Executive Director

What is a stillbirth?

Stillbirth is the death of a baby after the 20th week of pregnancy, but before delivery. The baby might have died in the uterus weeks or hours before labor, or rarely, during labor.

How common are stillbirths?

Stillbirth occurs in about 1 percent of all births.

What causes stillbirths?

The three major causes of stillbirths are:

- **Problems with the placenta and/or umbilical cord** — Because the fetus gets its blood, oxygen, and nutrients through the placenta and umbilical cord, problems in either will interfere with fetal development.
- **Maternal medical conditions and lifestyle choices** — Certain illnesses in the mother, or their treatments, sometimes cause stillbirths. Some of these conditions include high blood pressure, pre-eclampsia (high blood pressure and swelling, often late in the pregnancy) diabetes, lupus, heart or thyroid disease, and certain viral or bacterial infections. Older mothers are usually at increased risk for these conditions, as well as for stillbirths. Smoking, drinking alcohol, and using certain recreational drugs during pregnancy are also associated with higher rates of stillbirth.
- **Birth defects** — In about one-fourth of stillborn babies, one or more birth defects are responsible for the death. Many are found only after a thorough examination of the baby and an autopsy.

Unfortunately, many stillbirths are unexplained, which only adds to parents' grief.

What happens after a stillborn baby is delivered?

You will be able to hold your baby, and your health care providers will allow you as much time as you need to spend with your child. You might feel uncomfortable with this idea at first.

Ask for and keep any mementos and keepsakes of your child, such as the I.D. bracelet, blanket, or a lock of your child's hair, and take as many pictures as possible. As with holding your baby, this might also be uncomfortable but it might be a cherished possession at a later time and might help you during your grieving process. Most hospitals will issue the family a birth certificate, but make sure you ask, and request that it include the baby's hand and footprints.

Can a stillbirth be prevented?

Usually a stillbirth cannot be prevented, and often occurs because the baby's development was not normal.

Sometimes, treatment of a mother's illness can improve the chances for a successful pregnancy.

Is a funeral necessary?

After the death of your baby, one of the first decisions you will be faced with is whether or not you need to arrange a funeral.

The type of arrangements you make might play an important role in the grieving process. It is a decision that only you and your partner can reach together. You might find that you need time to make your decisions and arrangements. It is quite common for families to take up to a week (and sometimes longer) to make arrangements. This is okay.

No matter what your choice is, you have the right to change your mind. Be sure you ask whomever is carrying out your arrangements just how long you have to make any changes.

"MISSing Angels Legislation - A State Chart"

Last Updated on 25 April 2007.

Those states offering an official, legal document that includes the words Certificate of Birth in the title to the parents of stillborn children are considered 'MISSing Angels States'.

The chart below provides:

1. A direct link to each state's legislative website (click on the state's name).
2. A 'five-star' status of the progress being made in each state.

★ - We have been contacted - someone in the state wants the legislation.

★★ - A state legislator has become involved.

★★★ - Legislation was filed at some point - but it failed to pass. We need your help!

★★★★ - Legislation is pending in the state's current legislative session.

★★★★★ (CoS) - This state offers a "Certificate of Stillbirth".

★★★★★ - The state offers a document, by legislation, that includes the words 'Certificate of Birth' in the title to the parents of stillborn children. MISSing Angels states will also have a shaded background.

3. A link to the pending (or) existing legislation, or, the actual statute or law for a particular state.
4. Does the pending (or) existing legislation (or) statute provide for the issuance of a document that includes the words 'Certificate of Birth' in the title to the parents of stillborn children? (Yes or No).
5. If an **Email Action List** has been created for your state - you can sign up to be notified with timely news regarding your state's Missing Angels Bill activity. Your email address will remain safe and secure - and you can help make this important change in your state by clicking on the "Sign Me Up!" link.
6. Email links to members and/or associates of The M.I.S.S. Foundation.

PLEASE READ - VERY IMPORTANT NOTE:

Although they are both worded very similarly, a "Certificate of Birth Resulting in Stillbirth" and a "Certificate of Stillbirth" are not the same thing.

Legislators, Policy Analysts, and State Health Departments agree, there is a subtle, yet immense difference in the two.

The M.I.S.S. Foundation believes that all states should record births as births... whether live or still.

Thus, our goal, for those states that offer a "Certificate of Stillbirth", is to legislatively *change* the certificate to a "Certificate of Birth Resulting in Stillbirth" - which we view as a "BIRTH" certificate.

If there are no members listed for your state, and you'd like to champion for it, please email [Joanne Cacciatore](mailto:Joanne.Cacciatore@missfoundation.org) or [Daryl Logullo](mailto:Daryl.Logullo@missfoundation.org).

Please report any 'broken' or incorrect links that you may find on this chart to: [John Nevels](mailto:John.Nevels@missfoundation.org).

State:	Five-Star Status:	Link to Bill and/or Statute:	Yes or No:	Email Action List:	MISS Foundation Contact(s):
<p>The 18 states listed in the section below are MISSing Angels Bill States. They are listed in "Law Effective Date" order. Let's keep this section growing!!</p>					
Arizona #1	★ ★ ★ ★ ★	HB 2416 - signed by Gov. on April 4, 2001. (Effective date: August 9, 2001) <hr/> Arizona Revised Statutes 36.330	Yes		Joanne Cacciatore
Arizona - State Tax Exemption for Stillborn Children		Arizona Revised Statutes 43.1023 (LAW enacted May 10, 2004)			Joanne Cacciatore
Utah #2	★ ★ ★ ★ ★	SB 45 - signed by Gov. on March 15, 2002 (Effective date: March 15, 2002) <hr/> Utah Code 26-2-14.1	Yes		Ginny Shutt
Indiana #3	★ ★ ★ ★ ★	SB0149 - signed by Gov. on March 14, 2002 (Effective date: July 1, 2002) <hr/> Indiana Code 16-37-1-8.5	Yes		Lorri Dunwoody
Indiana - State Tax Exemption for Stillborn Children		House Bill 1020 Ref to H. comm. on W.&M. as of January 8, 2007			
Massachusetts #4	★ ★ ★ ★ ★	Senate No. 2160 - signed by Gov. on August 10, 2002 <hr/> Chapter 250 of the Acts of 2002	Yes		Lynne Barberian
Maryland #5	★ ★ ★ ★ ★	HB272 - signed by Gov. on April 22, 2003 (Effective date: June 1, 2003) <hr/> Maryland Code § 4-213.1	Yes		
Virginia		HB 1450 - signed by Gov. on March 18, 2003 (Effective date: July 1, 2003)			

#6	★★★★★	<u>Title 32.1: Chapter 7: Section 258.1</u>	Yes		
<u>Louisiana</u> #7	★★★★★	HB 918 - signed by Gov. on June 27, 2003 (Effective date: August 15, 2003) <u>Louisiana Revised Statutes 40:92</u>	Yes		<u>Michele Detillier</u>
<u>New Jersey</u> #8	★★★★★	S1771 - 'approved' January 20, 2004 (Effective date: March 20, 2004) <u>New Jersey Statute Title 26:8-37</u>	Yes		<u>Kathy Evans,</u> <u>Jennie Faith</u>
<u>South Carolina</u> #9	★★★★★	HB 3528 - signed by Gov. on April 26, 2004 (Effective date: April 26, 2004) <u>Code of Laws of S.C. Title 44 - Chapter 63</u>	Yes		<u>Anna Laye</u>
<u>Wisconsin</u> #10	★★★★★	SB 399 - signed by Gov. on April 20, 2004 (Effective date: May 5, 2004) <u>2003 Wisconsin Act 300</u>	Yes		<u>Rebecca Lomis-Stephan</u>
<u>Missouri</u> #11	★★★★★	HB 1136 - signed by Gov. on July 2, 2004 (Effective date: August 28, 2004) <u>Missouri Revised Statutes Sec. 193.255</u>	Yes		<u>Gregg Carder</u>
<u>Missouri - State Tax Exemption for Stillborn Children</u>		<u>House Bill 816</u> Introduced and read first time on February 8, 2007			<u>Patrick Barclay</u>
<u>Minnesota</u> #12	★★★★★	H.F. No. 947 - signed by Gov. on May 19, 2005 (Effective date: August 1, 2005) <u>Minnesota Statutes 2005. 144.2151</u>	Yes		<u>Heidi Ciepielinski,</u> <u>Candy McVicar,</u> <u>Susan Lacek,</u> <u>Sherokee Ilse</u>
		<u>SB 271 - signed by Gov. on June 9, 2005.</u>			

<u>Texas</u> #13	★ ★ ★ ★ ★	(Effective date: September 1, 2005) <hr/> Texas Statutes 192.0022	Yes	<u>John & Carolyn Nevels</u>
<u>Florida</u> #14	★ ★ ★ ★ ★	<u>SB746</u> - signed by Gov. on June 9, 2006. (Effective date: July 1, 2006) <hr/> Florida Statutes 382.002	Yes	<u>Daryl Logullo (e-mail) and (website), Gary Vogel</u>
<u>Mississippi</u> #15	★ ★ ★ ★ ★	<u>Senate Bill 2764</u> - approved by Gov. on March 30, 2007 (Effective date: June 30, 2007) <hr/> Mississippi Code of 1972: Section 41-57-31	Yes	<u>Stacy Credille</u>
<u>South Dakota</u> #16	★ ★ ★ ★ ★	<u>Senate Bill 206</u> - signed by Gov. on March 5, 2007 (Effective date: July 1, 2007) <hr/> South Dakota Codified Laws, Chapter 34-25	Yes	<u>Sharon Apa</u>
<u>Arkansas</u> #17	★ ★ ★ ★ ★	<u>Senate Bill 398</u> - signed by Gov. on March 27, 2007 (Effective date should be July 2, 2007) Legislation takes effect 90 days after adjournment. The 86th General Assembly of Arkansas adjourned on April 3, 2007. <hr/> Arkansas Code 20-18-410	Yes	<u>Lynette Spruiell</u>
<u>North Dakota</u> #18	★ ★ ★ ★ ★	<u>House Bill 1129</u> - signed by the Gov. on April 10, 2007. (Effective date: January 1, 2008) <hr/> North Dakota Century Code - Section 23-02. 1-27	Yes	<u>Melissa Stuart</u>
<p>The 8 states listed in the section below (listed alphabetically) have bills pending RIGHT NOW! If you live in one of these states - and want the CBRS - please get involved now!</p>				
		<u>HB 159</u> Bill is being held for further consideration		

Alaska	★ ★ ★	<p>in the House Finance Comm. as of April 17, 2007.</p> <hr/> <p>Please send your letter of support to: sandra_wilson@legis.state.ak.us</p> <hr/> <p>Session Ends: May 16, 2007</p>	Yes	Sign Me Up!	<p>Michelle Hoyt, Rhonda Crawford</p>
Alaska - State Tax Exemption for Stillborn Children		The City Council of Wasilla, Alaska recently passed a resolution that supports the allowance of a one-time federal tax deduction for any child who is stillborn in the State of Alaska. (more)			
California	★ ★ ★	<p><u>Senate Bill 850</u> Passed Senate Health Comm. on April 18, 2007. Next stop: Senate Judiciary Comm. on April 24, 2007.</p> <hr/> <p>Session Ends: December 31, 2008</p>	Yes	Sign Me Up!	<p>Kirsten Pert (lead contact), Katie Hodge, Kim Lotz, Sari Edber, Sunita Param</p>
Montana	★ ★ ★	<p><u>Senate Bill 518</u> Passed Senate, Passed House (amended). Due for 3rd reading in Senate on April 23rd. (When passed, Effective date will be January 1, 2008)</p> <hr/> <p>Session Ends: April 30, 2007</p>	Yes		<p>Senator Gary L. Perry</p>
New Hampshire	★ ★ ★	<p><u>House Bill 563</u> Stalled in House HHS & EA Committee as of April 5, 2007.</p> <hr/> <p>Session Ends: June 30, 2007</p>	Yes	Sign Me Up!	<p>Stacey Burnell</p>
New York	★ ★ ★	<p><u>A02264</u> (sent to Health as of January 16, 2007) ~ and ~ <u>S00186</u> (good progress is being</p>	Yes	Sign Me Up!	<p>Paige Ricci (lead contact),</p>

		made as of April 18, 2007) Session Ends: December 31, 2008			<u>Janet Press</u>
<u>North Carolina</u>	★ ★ ★	<u>Senate Bill 46</u> Stalled in Senate Com. on Health Care as of February 12, 2007 Session Ends: July 31, 2007	Yes	Sign Me Up! 1-Click Email	<u>Kelly Hogan</u> (lead contact), <u>Natalie Conner</u>
<u>Pennsylvania</u>	★ ★ ★	<u>Senate Bill 387</u> Referred to Senate PH&W comm. as of March 13, 2007 As worded currently, this bill will only provide a Certificate of Stillbirth - please get involved NOW. Session Ends: December 31, 2008	No	Sign Me Up!	<u>Dorothy Knappenberger</u> (email) and (website)
<u>Rhode Island</u>	★ ★ ★	<u>House Bill 5086</u> Placed on House Calendar (for eventual House passage?) on April 12, 2007 Session Ends: June 30, 2007	Yes		<u>Richard & Nancy Silva</u>
<p>The remaining states (and territories) in the section below (listed alphabetically) do not have current bills pending. If you live in one of these states - and want the CBRS -please get involved!</p>					
<u>Alabama</u>	★ ★ ★	<u>HB208 (2004 Regular Session)</u> 'Indefinitely postponed' as of May 5, 2004)	Yes		<u>Alyson Martin</u> , <u>Stormy Entrekin</u>
<u>Colorado</u>	★ ★ ★ ★ (CoS)	<u>Colorado Revised Statutes 25-2-112.3</u> (Law enacted July 1, 2004)	No		<u>Caprice Bass</u> , <u>Leslie Clemenson</u>
<u>Connecticut</u>	★				<u>Kelly Weber</u> , <u>Kandy Reilly</u>
<u>Delaware</u>	★ ★ ★ ★ (CoS)	<u>Delaware Code Title 16, Subchapter 1, Paragraph 3110(h)</u> (Law enacted July 22, 2004)	No		
<u>District of Columbia</u>					

<u>Georgia</u>		<p><u>Unverified</u> - but we're being told (as of April 14, 2007) that Georgia's Health Department <u>will</u> issue a Certificate of Birth Resulting in Stillbirth to the parent of a stillborn child - upon request of the parent. This is done by internal policy - and there are no laws or statutes that mention this practice. We need to verify this. Could someone please send us a copy of a CBRS that they received in Georgia? Thank You.</p>	Yes?	
<u>Hawaii</u>	★			<u>Angela Bilan</u>
<u>Idaho</u>	★ ★ ★ ★ (CoS)	<u>Idaho Statute 39-260</u>	No	<u>Nancy Grayson</u>
<u>Illinois</u>	★ ★ ★ ★ (CoS)	<u>Public Act 93-0578</u>	No	<u>Mary Geitz (e-mail) and (website)</u>
<u>Iowa</u>	★ ★ ★ ★ (CoS)	<u>Iowa Code Chapter 144</u> (No direct mention of CoS in code. Done by policy - not by law)	No	<u>Jaye Zessar</u>
<u>Kansas</u>	★ ★ ★ ★ (CoS)	<u>K.S.A. 65-2412</u>	No	<u>Karen and Alan Wondra, Pat Flynn</u>
<u>Kentucky</u>	★ ★ ★ ★ (CoS)	<u>Kentucky Revised Statutes 213.096</u> (By policy - not by law)	No	<u>Julie Almon</u>
<u>Maine</u>	★			<u>Heather Sanfacon</u>
<u>Michigan</u>	★ ★ ★ ★ (CoS)	<u>Michigan Compiled Law Act 368 of 1978</u> <u>Section 333.2834</u> (Effective October 1, 2002)	No	<u>Michelle Baird</u>
<u>Nebraska</u>	★			<u>Brandy Richardson</u>
<u>Nevada</u>	★			<u>Jacque Fougner</u>
		<u>Senate Bill 17 - the final, amended language of which</u>		<u>(website), Carin Dhaouadi,</u>

<u>New Mexico</u>	★ ★ ★	can be read in its mirror, <u>House Bill 1227 Committee Substitute</u> - was 'vetoed' by Gov. Bill Richardson on April 6, 2007.	Yes	<u>Chuck Baca,</u> <u>Renee Padilla,</u> <u>Christy Rutherford</u>
<u>Ohio</u>	★ ★ ★ ★ (CoS)	<u>Ohio Revised Code §3705.23(B) (3)</u>	No	<u>Kym Smith</u>
<u>Oklahoma</u>	★ ★ ★	<u>SB889 (2005 Regular Session)</u> (Voted down as of March 5, 2004)	Yes	<u>Pat Flynn</u>
<u>Oregon</u>	★ ★ ★ ★ (CoS)	<u>Oregon Revised Statutes Chapter 432 - Vital Statistics Section 432.266</u> Effective on January 1, 2006	No	<u>Nita Lundberg</u>
<u>Tennessee</u>	★ ★ ★	<u>SB2003</u> (Bill died in committee on May 4, 2005)	No	<u>Elisha Conway</u>
<u>Vermont</u>				
<u>Washington</u>	★ ★			<u>Liz Allen ,</u> <u>Kara L.C. Jones</u>
<u>West Virginia</u>	★ ★ ★	<u>House Bill 3156</u> Introduced and sent to House H & HR Comm. as of February 21, 2007 - then died in comm. <hr/> Session Ended: March 10, 2007	Yes	
<u>Wyoming</u>	★ ★ ★ ★ (CoS)	<u>Wyoming Statutes Title 35-1-419</u>		

Please report any broken or incorrect links to: [John Nevels](#).

The M.I.S.S. Foundation is a nonprofit, 501(c)3, international organization which provides immediate and ongoing support to grieving families, empowerment through community volunteerism opportunities, public policy and legislative education, and programs to reduce infant and toddler death through research and education.

You can contact the M.I.S.S. Foundation by phone at 1-888-455-MISS (6477).

FISCAL NOTE

STATE OF ALASKA
2007 LEGISLATIVE SESSION

Fiscal Note Number: 1
 Bill Version: CSHB 159(HES)
 (H) Publish Date: 3/16/07
 Dept. Affected: Health & Social Services
 RDU: Public Health
 Component: Bureau of Vital Statistics

Revision Date/Time (Note if correction):
 Title: STILLBIRTH CERTIFICATE

Sponsor: GATTO
 Requester: HOUSE (HES)

Component No. 961

Expenditures/Revenues (Thousands of Dollars)

Note: Amounts do not include inflation unless otherwise noted below.

OPERATING EXPENDITURES	FY 2008	FY 2009	FY 2010	FY 2011	FY 2012	FY 2013
Personal Services						
Travel						
Contractual						
Supplies						
Equipment						
Land & Structures						
Grants & Claims						
Miscellaneous						
TOTAL OPERATING	0.0	0.0	0.0	0.0	0.0	0.0
CAPITAL EXPENDITURES						
CHANGE IN REVENUES (0)	1.0	1.0	1.0	1.0	1.0	1.0

FUND SOURCE (Thousands of Dollars)

1002 Federal Receipts						
1003 GF Match						
1004 GF						
1037 GF/Mental Health						
Other - Receipt Supported Services						
Other(Specify Type-do not abbreviate)						
TOTAL	0.0	0.0	0.0	0.0	0.0	0.0

Estimate of any current year (FY2007) cost: _____
 Mark this box (X) if funding for this bill is included in the Governor's FY 2008 budget proposal:

POSITIONS

Full-time						
Part-time						
Temporary						

ANALYSIS: (Attach a separate page if necessary)

HB159 would require the Bureau of Vital Statistics (BVS) to issue, upon the request of a parent, a "certificate of birth resulting in a stillbirth" for an intrauterine fetal death occurring after 20 complete gestational weeks. Approximately 50 stillbirths are recorded in Alaska annually. Based on response in other states passing similar legislation, it is expected most families would request such a certificate. These certificates would cost \$20.00 each. The division has adequate budget authorization to receive these additional receipts resulting in a zero fiscal note, even though there will be a cost to the requestor similar to other certificates.

Minimal programming and administrative time will be necessary to issue such certificates - amounting to an estimated \$1,000 annually. Assuming 50 certificates are issued each year at \$20 each, costs will be covered by the fee. The BVS budget is funded primarily by receipt supported services; all certificates issued - birth, death, fetal death - require a \$20 fee.

Prepared by: Jay Butler, M.D.
 Division: Public Health
 Approved by: Karleen Jackson, Commissioner
 Agency: Department of Health and Social Services

Phone: 465-3090
 Date/Time: 03/02/2007
 Date: 03/06/2007

HB

184

Alaska State Legislature

House of Representatives



Official Business

State Capitol
Juneau, AK 99801-1182

SPONSOR STATEMENT FOR CS HB 184 (FIN) BY: Representative Bob Roses

TITLE: "An Act relating to a commemorative troops license plate and to license plates available to disabled veterans; and providing for an effective date."

CS HB184(FIN) House Bill 184 brings the Support Our Troops commemorative license plate to Alaska, sponsored by Support Our Troops® Inc. The plate will be accompanied by a \$40 fee which will be collected and may be appropriated by the legislature to Support Our Troops for redistribution in Alaska. SOT will establish an Alaska Disbursement Board whose purpose is to determine the best manner to distribute funds. This local control is an essential part of this system.

SOT® started the process of issuing Official Support Our Troops plates in some 39 states, with around 20 already completed, and the necessities are in place for issuance in about 12 more in 2007, with 7 in the planning for 2008.

Founded by civilians as a concrete statement of thanks to the troops for their service, Support Our Troops® is a 501(c) (3) national public-benefit charity group dedicated to assisting the troops and their families. SOT provides simple means through which America's families can protect the integrity of their troops' families, while the troops are off protecting all of our families. SOT's business model is to create recurring revenue streams such as license plates, t-shirts, bumper stickers and the like.

Additionally, CS HB 184(FIN) allows qualified disabled veterans and Alaska residents who are 65 years or older with a proven disability to elect to receive a plate that does not display the international symbol of accessibility and does not carry with it special parking privileges. Also, recent additions to CS HB 184(FIN) include an increase in the penalty for updating your name and address information with DMV, the use as an affirmative defense proof that insurance was in effect at the time of an accident, an increase in the penalty for driving without insurance, and the inclusion of towing costs to the penalty for using a motor vehicle in the commission of a crime.

I urge your support of this legislation.

Alaska State Legislature

House of Representatives



Official Business

State Capitol
Juneau, AK 99801-1182

Sectional Analysis for CS HB 184(FIN) BY: Representative Bob Roses

TITLE: "An Act relating to a commemorative troops license plate and to license plates available to disabled veterans; relating to mandatory motor vehicle insurance, license suspensions, mandatory impoundments of vehicles used in certain offenses, and notices relating to motor vehicles and driver's licenses; relating to registration of vehicles for disabled persons; and providing for an effective date"

Section 1. Amends current statute language increasing the penalty for not providing current information to the DMV to a fine not to exceed \$300.

Section 2. Amends current statute language to allow for qualified disabled veterans to elect to receive a plate under (p) or (q) of this section that does not display the international symbol of accessibility and does not carry with it special parking privileges.

Section 3. Adds a new section (x) to AS 28.10.181 designating that special request plates commemorating and supporting troops. It allows that the commissioner (of the Department of Commerce, Community, and Economic Development) shall determine the design and color of the plates. This section allows the department to disapprove the issuance of plates and for the substitution of alternative language.

Section 4. Amends current statute language to allow for residents with proof of a disability limiting or impairing their ability to walk an exemption from the registration fee required.

Section 5. Adds a new section (17) to AS 28.10.421(d) outlining the fee amounts and the regularity of the collection. It further states that the funds may be appropriated by the legislature to Support Our Troops, Inc. for the benefit of the troops and their families in accordance with its articles of incorporation and bylaws.

Section 6. Adds a new subsection providing that if a person's driver's license is suspended because a lack of insurance paperwork, it is a defense to the criminal charge of driving without a valid license that the driver in fact had the legally required auto insurance.

Section 7. Amends current statute language increasing the penalty for uninsured motorists from \$0 to "at least \$500 and up to 90 days in jail."

Section 8. Amends current statute language to allow the DMV to use the driver's last known address to provide notice of suspended license.

Section 9. Amends current statute language to include the cost of towing as part of the penalty for using a motor vehicle in the commission of a crime.

Section 10. This section states the bill will take effect on July 1, 2007.

**Summary of Changes from
CS HB 184(MLV) to CS HB 184 (FIN)
BY: Representative Bob Roses**

House Finance added the following sections:

Section 1. Increasing the penalty for not providing current information to the DMV to a fine not to exceed \$300.

Section 4. Allowing for residents with proof of a disability limiting or impairing their ability to walk an exemption from the registration fee required.

Section 6. Providing that if a person's driver's license is suspended because a lack of insurance paperwork, it is a defense to the criminal charge of driving without a valid license that the driver in fact had the legally required auto insurance.

Section 7. Increasing the penalty for uninsured motorists from \$0 to "at least \$500 and up to 90 days in jail."

Section 8. Allowing the DMV to use the driver's last known address to provide notice of suspended license.

Section 9. Including the cost of towing as part of the penalty for using a motor vehicle in the commission of a crime.

House Finance also changed the following language:

Page 2, line 15, following "may issue"

Delete "'Support Our Troops' registration plates to supporters of Support Our Troops, Inc."

Insert "registration plates commemorating and supporting troops."

Page 2, line 23, following (17)

Delete "Support Our Troops"

Page 2, line 31, following "legislature"

Delete "to Support Our Troops, Inc., for the benefit of the troops and their families in accordance with its articles of incorporation and bylaws."

Insert "solely for the purpose of providing benefits within the state of Alaska to troops and their families."

The effect was to eliminate the fund direction to a specified non-profit charity and to further state that the funds raised will be used solely in Alaska for our local troops and their families.

FISCAL NOTE

STATE OF ALASKA
2007 LEGISLATIVE SESSION

Fiscal Note Number: 1
 Bill Version: CSHB 184(MLV)
 (H) Publish Date: 4/4/07

Revision Date/Time (Note if correction): _____ Dept. Affected: Administration
 Title: "An Act relating to a commemorative troops license plate..." RDU: Division of Motor Vehicles
 Component: Motor Vehicles
 Sponsor: Rep. Roses
 Requester: _____ Component No.: 2348

Expenditures/Revenues (Thousands of Dollars)

Note: Amounts do not include inflation unless otherwise noted below.

OPERATING EXPENDITURES	FY 2008	FY 2009	FY 2010	FY 2011	FY 2012	FY 2013
Personal Services	0.0	0.0	0.0	0.0	0.0	0.0
Travel	0.0	0.0	0.0	0.0	0.0	0.0
Contractual	0.0	0.0	0.0	0.0	0.0	0.0
Supplies	0.0	0.0	0.0	0.0	0.0	0.0
Equipment	0.0	0.0	0.0	0.0	0.0	0.0
Land & Structures	0.0	0.0	0.0	0.0	0.0	0.0
Grants & Claims	0.0	0.0	0.0	0.0	0.0	0.0
Miscellaneous	0.0	0.0	0.0	0.0	0.0	0.0
TOTAL OPERATING	0.0	0.0	0.0	0.0	0.0	0.0

CAPITAL EXPENDITURES	0.0	0.0	0.0	0.0	0.0	0.0
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CHANGE IN REVENUES ()	*	*	*	*	*	*
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FUND SOURCE (Thousands of Dollars)

1002 Federal Receipts	0.0	0.0	0.0	0.0	0.0	0.0
1003 GF Match	0.0	0.0	0.0	0.0	0.0	0.0
1004 GF	0.0	0.0	0.0	0.0	0.0	0.0
1005 GF/Program Receipts	0.0	0.0	0.0	0.0	0.0	0.0
1037 GF/Mental Health	0.0	0.0	0.0	0.0	0.0	0.0
Other (Specify Type—Do not abbreviate)	0.0	0.0	0.0	0.0	0.0	0.0
TOTAL	0.0	0.0	0.0	0.0	0.0	0.0

Estimate of any current year (FY2007) cost: 0.0

Mark this box (X) if funding for this bill is included in the Governor's FY 2008 budget proposal:

POSITIONS

Full-time						
Part-time						
Temporary						

ANALYSIS: (Attach a separate page if necessary)

This bill will allow the Division of Motor Vehicles to offer a special "Support Our Troops" license plate. This optional plate would require a fee of \$40.00 at inception and also at each registration renewal, in addition to the registration fee required. The additional fee will be accounted for separately and may be appropriated by the legislature to Support Our Troops, Inc.

As this bill does not affect the vehicle registration we do not anticipate any change in revenue. Also, DMV does not anticipate any measurable expenses as a result of this bill. However the revenue derived from the \$40.00 fee is indeterminate.

Prepared by: Duane Bannock, Director
 Division: Motor Vehicles
 Approved by: Kevin Brooks, Deputy Commissioner
 Agency: Department of Administration

Phone 269 5559
 Date/Time 3/19/07 10:00am
 Date 3/20/07 9:00am



Support Our Troops, Inc.

Disbursement Methodology Policy

ADOPTED BY BOARD OF DIRECTORS 9-20-2005, REVISED 8-25-06

Background

It is SOT policy to make distributions to the maximum extent possible by using local Disbursement Boards and by using existing military charitable entities, coupled with a set of disbursement priorities. It is SOT's preference to only occasionally make direct distributions to individual recipients, unless that method is deemed best for purposes of local officials. SOT prefers to function as a revenue-generating organization, and have the functions of determination of entitlement and need performed by local Disbursement Boards and by existing military charitable entities, all based on a set of disbursement priorities.

Guiding Principal

SOT is trying to meet the worst needs first based on the Western principal of women and children first.

Disbursement Boards

One or more local Disbursement Boards are being established in each state as the best method of promptly and privately meeting the needs of the local troops and their families with immediate local knowledge.

The local Disbursement Boards will be constituted from designees of the various services, and will serve without compensation as adjunct duties to their normal duties in their services. These designees may be assembled from assistance disbursement officers, readiness officers, and the like, from within each service, because they know their local families and troops, who needs assistance, and are most likely to have a relationship with the applicable branches or agencies. They will have current local knowledge which alleviates delays and problems created by the privacy act. The local Disbursement Boards will follow guidelines regarding determination of entitlement, degree of need, and procedure. They will make decisions using those guidelines, forms and procedures. SOT may adopt and use existing application forms and procedures familiar to service members from within the services. The local Disbursement Boards may also disburse based on pre-screened and qualified recipients referred to them by other military charities and agencies in accordance with these procedures. The local Disbursement Boards will be lodged with the military charities as a referral resource.

This methodology enables SOT to promptly meet the needs of local troops and their families, because the local Disbursement Board has immediate local personal knowledge of who needs what. They are comprised of local faces that the troops and

Support Our Troops, Inc.

Policy – Disbursement Methodology Policy – 9-20-05; revised 8-25-06

1 of 2



Support Our Troops, Inc.

Disbursement Methodology Policy

ADOPTED BY BOARD OF DIRECTORS 9-20-2005, REVISED 8-25-06

their families currently know and deal with. They will be less hampered by privacy act restrictions which inhibit information exchange between federal and state levels, between agencies, and between branches, and frequently frustrate even agencies and services trying to help one another's members. They will avoid people having to shop from door to door to locate assistance, because the troops and their families can talk to people they already know.

Military Charities, Organs, Funds.

A secondary disbursement methodology is SOT making disbursement through existing charities and organs within and without the services which provide aid and assistance to service members and their families. To date, SOT has identified the below-listed entities through which SOT can make disbursement to ultimate beneficiaries. Entities may be added or withdrawn from time to time. Funds will be disbursed through these entities upon their agreement to further disburse them based upon SOT criteria. These entities may also refer pre-screened and qualified recipients to SOT for disbursement:

- State National Guard Assistance Funds and Relief Funds
- State National Guard Family Readiness
- HomesForOurTroops.org -- 501c3
- Special Operations Warrior Foundation -- 501c3
- Injured Marine Semper Fi Fund – 501c3
- Survivor and Dependents Educational Assistance Program -- VA administered
- CIA Officers Memorial Fund -- 501c3
- Marine Corps Scholarship Foundation, Inc. – 501c3
- Dependents Educational Assistance Program -- VA administered
- National Military Family Association -- 501c3
- Tragedy Assistance Program for Survivors
- Army Emergency Relief -- Official Entity of US Army
- Navy-Marine Relief Society -- Official Entity of US Navy and Marines
- Air Force Aid Society -- Official Entity of US Air Force
- Coast Guard Mutual Assistance – 501c3
- Intrepid Museum Foundation/Intrepid Family Support Fund – 501c3

Support Our Troops, Inc.

Policy – Disbursement Methodology Policy – 9-20-05; revised 8-25-06

2 of 2



We Are Patriotic Private Money™

Just think about it for a moment. We live in the most wonderfully adventurous and free country on planet earth. We have more choices available to us than anyone in any other country. Why? In large part because of those of us who keep the wolves at bay. And thanks to them we can be lazy or productive, a fool or an intellectual, waste our time or spend it wisely, work for another or build our own business, ad infinitum. We can be a beach bum or build a billion dollar company.

It's up to us. And no one is locking American women in their homes and painting the windows black like the Taliban did, running gulags, secreting us off to concentration camps, "disappearing" our family members or neighbors like in Central America, or placing us in situations where we have to stand in front of a tank in our own country to try and defend our freedoms like in China. We have it great. Why? Because a few of Americans voluntarily choose to risk their persons and lives to keep the barbarians away from us.

Below is a list of specific needs that Support Our Troops® is working to address. On behalf of the troops sacrificing to keep us all safe, we thank you for all donations.

Education. Education is an important focus of SOT. SOT plans the following assistance, working to fill any time gaps or coverage gaps in government-funded programs:

College children of troops members struggling while their parent(s) is on long term active duty. Why should they have to wait to go to college due to finances because dad or mom is off protecting us? We are mostly ready for our kids' college education in one manner or another. Are their kids supposed to just wait because they are off protecting us safe? We don't think so.

Children of parents who were residents of particular states for less than one year before the death or disability so they don't get caught in a gap when transitioning between states.

Most public funds do not pay for non-public universities, or for seminary. SOT can. And a child might decide due to a parent's service, injury, or death to attend seminary, become a chaplain in the military, or become a doctor.

Family education during the 1-2 year gap in between when a soldier-parent is injured and has reached MMI and can be given a disability rating by the USDVA and coverage awarded.

Out-of-state education whether public, private, or seminary, or military school if is the student's direction. An injury or a parent's death sometime causes drastic changes in life's direction.

Post-graduate education. PhD, Masters, technical college, dentist, doctor, trade school, etc.